



BOXFORD SELECT BOARD

Monday, July 10, 2023

Town Hall 7A Spofford Road

Meeting Room 1

Remote option through Zoom:

<https://us02web.zoom.us/j/8157412201?pwd=WFIUWU1PS1c2NGNuZUJ3TERNbWpRQT09>

AGENDA

This meeting is audio and video recorded

6:30 PM Call to Order

6:35 PM Announcements

6:40 PM Meeting with Essex County Greenbelt and BTA/BOLT

- Consider approval of Conservation Restriction, Elmlea-Haynes Property
- Any other business before Essex County Greenbelt, BTA/BOLT, and the Board not anticipated at the time of the posting

7:00 PM Report of the Town Administrator

- Consider Application for Alcohol Sale Permit on Private Property, West Village Provisions/ Cellar Door
- Consider Application for Alcohol Distribution Permit on Public Property, Summerfest West Boxford Improvement Society/ True North
- Sign Approval for Summerfest, West Boxford Improvement Society
- Consider Deed Acceptance, 0 Herrick Road (Dorman Property)
- Appointment of Animal Control Officer/ Animal Inspector, Megan Sousa
- Rail Trail Design and Kelsey Road update
- 10 Elm Community Committee update
- ARBA Committee update
- Park Program Update
- Select Board Goals for Fiscal Year 2024
- Any other business to come before the Town Administrator and the Board not anticipated at the time of this posting.

7:45 PM Routines

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

7:55 PM Order to Maintain Water Supply to Prevent Public Health Emergency

- Andrews Farm Water Company, Inc. 36 Andrews Farm Road

8:10 PM Any other business to come before the Board

8:15 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
- To conduct strategy sessions in preparation for negotiations with nonunion personnel, Non-union, benefits-eligible employees

Adjourn

Next Meeting – August 7, 2023

New Call to Order

I call this meeting to order and inform all that this meeting is being video and audio recorded.

Pursuant to Chapter 2 of the Acts of 2023, this meeting will be conducted via remote hybrid means, in accordance with applicable law. This means that members of the public body as well as members of the public may access this meeting via virtual means in addition to in person through the remote participation link provided on this meeting's posting on the Town's website calendar. The website calendar also lists the specific ID number required for virtual attendance via Zoom along with phone numbers to dial into the meeting.

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

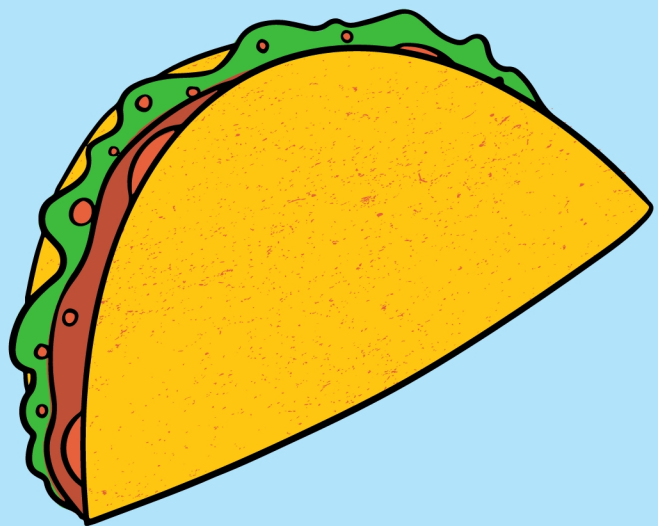
Members please be aware that, if at least one member attends the meeting remotely, all votes must be roll call votes.

**WEST BOXFORD IMPROVEMENT SOCIETY'S
4TH ANNUAL**



SATURDAY, JULY 29TH 2023

**FREE ADMISSION 12 - 4PM
188 WASHINGTON STREET, BOXFORD**



**LIVE MUSIC - 12 BARZ BAND
TRUE NORTH ALE COMPANY
LA QCHARA FOOD TRUCK | KIDS GAMES**

**For more information - visit us on Facebook or email
westboxfordimprovement@gmail.com**





Summer BBQ's at the Council on Aging

Wednesday, July 12, 12:00pm

**RESERVATIONS ARE REQUIRED
WALK INS WILL BE TURNED AWAY.**

We ask that you sign up ASAP. Reservations need to be received no later than 9am on the day before the BBQ.

Price is \$5.00/pp. The menu consists of hamburgers and hotdogs with at least one type of salad.

The COA van is available at no cost for any Boxford senior who wishes to take advantage of this service.

June 26, 2023

Barbara G. Jessel
Boxford Select Board
Town of Boxford
7A Spofford Road
Boxford, MA 01921

Re: Elmlea-Haynes Conservation Restriction

Dear Select Board Members,

Essex County Greenbelt Association (Greenbelt) is delighted to grant a Conservation Restriction (CR) to BTA/BOLT over 42.079 acres of land owned by Greenbelt on Main Street in Boxford.

The CR will add an additional layer of protection to the property on top of ownership by Greenbelt. BTA/BOLT monitors and maintains trails in the area and holds several CRs in Boxford, making them a natural holder of the CR over the Elmlea-Haynes property. Greenbelt and BTA/BOLT will work in partnership to ensure that the natural habitat and recreational values of the property are responsibly stewarded.

A CR on the property is required by the terms of the Conservation Partnership grant issued by the Executive Office of Energy and Environmental Affairs, which Greenbelt was awarded to fund, in part, the purchase of the Elmlea-Haynes property.

Greenbelt is seeking approval of the CR in accordance with MGL Section 32 Chapter 184. The CR has also been reviewed and approved by the Executive Office of Energy and Environmental Affairs, who will be a signatory on the document.

Enclosed are a copy of the final Conservation Restriction and a map showing the property location.

We look forward to discussing the critical natural resources provided by this land.

Thank you,



Chris LaPointe
Vice President, Conservation Operations

Conserving local farmland, wildlife habitat, and scenic landscapes since 1961.



APPROVAL OF TOWN OF BOXFORD SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Boxford, hereby certify that at a public meeting duly held on _____, 2023, the Select Board voted to approve the foregoing Conservation Restriction from Essex County Greenbelt Association, Inc. to BTA/BOLT Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF BOXFORD SELECT BOARD

Barbara G. Jessel

Charles J. Costello

Peter C. Perkins

Judith A. Stickney

Margaret Chow-Menzer

THE COMMONWEALTH OF MASSACHUSETTS

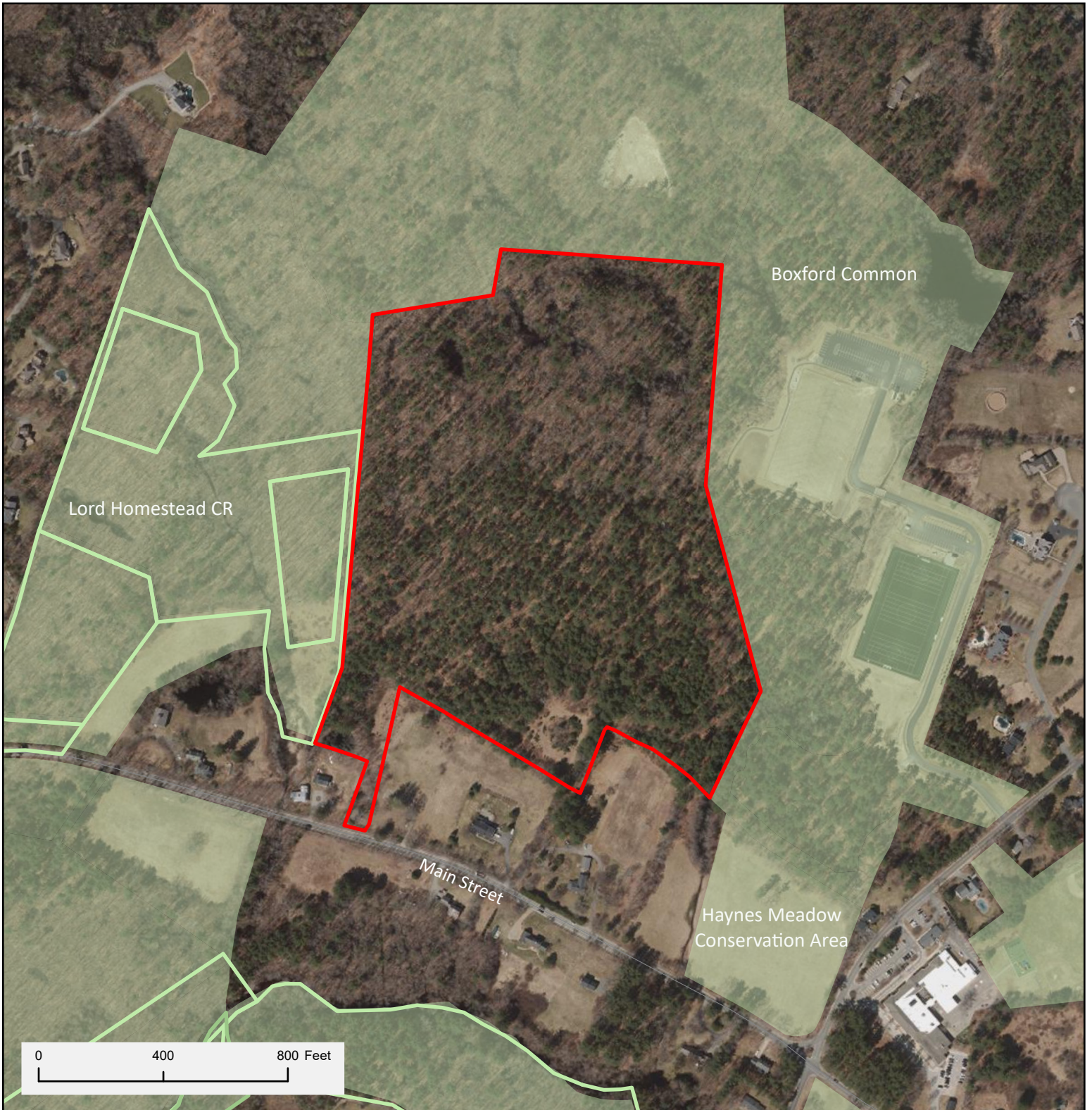
Essex County, ss:




On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Baraba G. Jessel, Charles J. Costello, Peter C. Perkins, Judith A. Stickney, and Margaret Chow-Mezner and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Elmlea CR, Boxford

N



-  Elmlea CR Boundary
-  Greenbelt CRs
-  Other Protected



Source data obtained from survey plans, Mass GIS and Global Positioning Systems (GPS). Orthophoto 2019. Boundary lines are approximate and are to be used for informational purposes only.

GRANTOR: Essex County Greenbelt Association, Inc.

GRANTEE: BTA/BOLT, Inc.

ADDRESS OF PREMISES: Main Street, Boxford

FOR GRANTOR'S TITLE SEE: Southern Essex District Registry of Deeds at Book _____, Page _____.

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

Essex County Greenbelt Association, Inc., a Massachusetts not-for-profit corporation with an address of 82 Eastern Avenue, Essex, MA, being the sole owner of the Premises as defined herein, constituting all of the owners of the Premises as defined herein, for its successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants, with QUITCLAIM COVENANTS, to **BTA/BOLT, Inc.**, a Massachusetts not-for-profit corporation with an address of 7 Elm Street, Boxford, MA its permitted successors and assigns (“Grantee”), for nominal consideration, **IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES**, the following Conservation Restriction on land located in Boxford containing 42.079 acres (“Premises”), more particularly described in Exhibit A and shown in a reduced copy of survey plan in Exhibit B, which are incorporated herein and attached hereto.

II. PURPOSES:

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

The fee interest in the Premises was acquired utilizing, in part, assistance from the Conservation Partnership program which requires, pursuant to Section 2A of Chapter 286 of the Acts of 2014 and Section 2A of Chapter 102 of the Acts of 2021, the conveyance of this Conservation Restriction.

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

- Open Space. The Premises contributes to the protection of the scenic and natural character of Boxford and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts land already conserved, including the 75-acre Boxford Common, owned by the Town of Boxford, and the 24-acre Lord Homestead CR held by the Grantor.
- Soils and Soil Health. The Premises includes 28 acres of Prime Farmland soils and 35 acres of Prime 2 Forest Land soils as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- Wildlife Habitat. The entirety of the Premises is within area designated by the MA Division of Fisheries and Wildlife acting by and through its Natural Heritage and Endangered Species Program (NHESP) as “Priority Habitats of Rare and Endangered Species”, the protection of which aligns with NHESP’s wildlife and habitat protection objectives.
- Public Access. Public access to the Premises will be allowed for passive outdoor recreation, education, and nature study; trails on the Premises connect to trails on adjacent conserved lands.
- Biodiversity. The entirety of the Premises is within area designated as Core Habitat for Habitat and Vernal Pools and portions of the Premises contain areas designated as Critical Natural Landscape for Wetland Core and Aquatic Core as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap3 was designed to guide strategic biodiversity conservation in Massachusetts by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. *BioMap3* is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- Wetlands. The wooded swamp deciduous wetlands on the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).
- Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy. Protection of the Premises furthers the goals of local, regional and state

conservation plans, including the following: Boxford Open Space and Recreation Plan Goal B: Preserve and protect the rural character of the town and Goal C: Preserve, enhance and acquire lands for active and passive recreation needs; the Massachusetts 2017 SCORP Goal 2, Support the Statewide Trails Initiative; and the Merrimack Valley Priority Growth Strategy Goal 3 (Protect and Enhance Critical Upland, Water Resource, and Wetland Habitats to Sustain Biodiversity).

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

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

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, soil quality, natural habitat, archaeological conservation, or ecosystem function, including the application of fertilizers;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized

vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;

8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
12. Commercial Timber Harvest. Commercial timber harvesting or other forestry activities of a commercial nature;
13. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

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

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises, including the existing field area, as documented in the Baseline Report (see Paragraph XV.);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that stockpiles and compost are located at least 100 feet beyond wetland boundaries;

4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation, and removing existing structures, vehicles, and debris;
5. Indigenous Cultural Practices. With prior written notice to the Grantee, allowing indigenous peoples to:
 - a. Conduct cultural land ceremonial uses. Cultural practices are defined, for the purposes of this Conservation Restriction, as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and
 - b. Harvest plant-life for traditional cultural practices, using methods which, in the sole judgment of the Grantee, ensure sustainable populations of the harvested species within the Premises, including regrowth and replanting;
6. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
7. Trails. Maintaining and constructing trails as follows:
 - a. Trail Maintenance. Conducting routine maintenance of trails.
 - b. New Trails. With prior written approval of the Grantee, constructing new trails up to six (6) feet in width or relocating existing trails.
 - c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
8. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
9. Motorized Vehicles. Using motorized vehicles and mobility assistance devices by persons with mobility impairments or as otherwise necessary for the conduct of Permitted Acts and Uses;

10. Outdoor Passive Recreational and Educational Activities. Hiking, horseback riding, cross-country skiing, bicycling, snowshoeing, nature observation, nature and educational walks and outings, outdoor educational activities, other non-motorized outdoor recreational and educational activities; hunting with prior written approval of the Grantee;
11. Parking Area. With prior written approval of the Grantee, constructing, using, repairing, and improving one (1) unpaved parking area to accommodate no more than six (6) cars, located off of Main Street, and creating an access entrance to parking area from Main Street, including the removal of a section of stone wall as necessary.

C. Site Restoration

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

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Reserved Right requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.

2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

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

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees)

incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

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

D. Disclaimer of Liability

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

E. Acts Beyond the Grantor's Control

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

V. PUBLIC ACCESS

Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.10. provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B.10. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. This grant of public access to the Premises is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

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

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

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

C. Grantee’s Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, for the purpose of enforcing this Conservation Restriction, but does not entitle Grantee, upon extinguishment, release, or termination, to any proceeds received by the Grantor from the subsequent sale, exchange or involuntary conversion of the Premises. Any proceeds that result from any such extinguishment, release, or termination will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

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

B. Execution of Instruments

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

C. Running of the Benefit

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

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

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Any transfers shall receive prior approval by Grantee to assure that the Premises is transferred to a qualified conservation organization. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this

Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

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

X. NON MERGER

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

XI. AMENDMENT

A. Limitations on Amendment

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

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

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

XII. EFFECTIVE DATE

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

XIII. NOTICES

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

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

To Grantee: BTA/BOLT
7 Elm Street
Boxford, MA 01921

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.

XIV. GENERAL PROVISIONS

A. Controlling Law

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

B. Liberal Construction

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

C. Severability

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

D. Entire Agreement

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

XV. BASELINE DOCUMENTATION REPORT

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

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

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

B. Release of Homestead

The Grantor attests that there is no residence on or abutting the Premises (including areas excluded from the Premises) that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if Premises is owned by a trust.

C. No Surety Interest

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

D. Executory Limitation

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

D. Prior Encumbrances

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

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

Grantor: Essex County Greenbelt Association, Inc.

Grantee: BTA/BOLT, Inc.

Approval of the Boxford Select Board

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

F. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

WITNESS my hand and seal this ____ day of _____, 2023,

_____, duly authorized
Katherine Bowditch, President, Essex County Greenbelt Association, Inc.

_____, duly authorized
Timothy Fritzingler, Treasurer, Essex County Greenbelt Association, Inc.

THE COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Katherine Bowditch, 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:

THE COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Timothy Fritzingler, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from Essex County Greenbelt Association, Inc. was accepted by BTA/BOLT Inc. this _____ day of _____, 2023.

By: _____
Jessica Grigg
Its: President, duly authorized

By: _____
Kathy Wallace
Its: Treasurer, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Jessica Grigg, 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:

THE COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Kathy Wallace 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 TOWN OF BOXFORD SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Boxford, hereby certify that at a public meeting duly held on _____, 2023, the Select Board voted to approve the foregoing Conservation Restriction from Essex County Greenbelt Association, Inc. to BTA/BOLT Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF BOXFORD SELECT BOARD

Barbara G. Jessel

Charles J. Costello

Peter C. Perkins

Judith A. Stickney

Margaret Chow-Menzer

THE COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Baraba G. Jessel, Charles J. Costello, Peter C. Perkins, Judith A. Stickney, and Margaret Chow-Mezner and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

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

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from Essex County Greenbelt Association, Inc. to BTA/BOLT Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2023

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

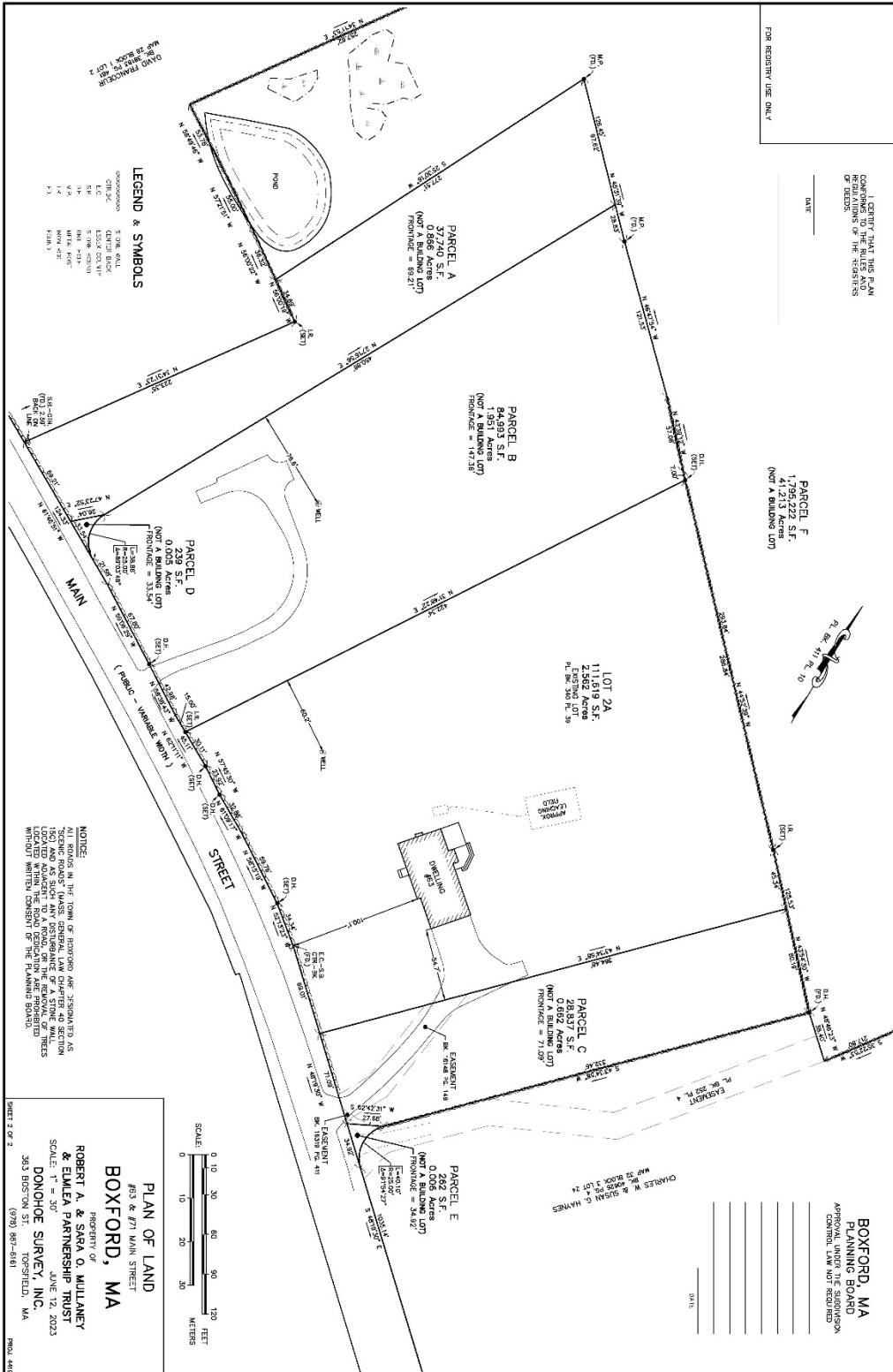
Notary Public
My Commission Expires:

Exhibit A

Description of the Premises

The land in Boxford, Essex County, Massachusetts, containing 42.079 acres, +/-, shown as “Parcel F” and “Parcel A” on a plan entitled “Plan of Land #63 & #71 Main Street, Boxford, MA, Property of Robert A. & Sara O. Mullaney & Elmlea Partnership Trust”, dated June 12, 2023 prepared by Donohoe Survey, Inc, recorded at the Southern Essex District Registry of Deeds Plan Book _____ Plan _____.

Reduced Copy Plan of Premises (Page 2 of 2)



**APPLICATION FOR ALCOHOL SALE PERMIT ON PRIVATE PROPERTY
BOARD OF SELECTMEN**

I hereby apply for a permit to sell alcoholic beverages in a privately owned building in the Town of Boxford.

I understand and accept the provisions of Massachusetts General Laws Chapter 138, regarding the prohibition of distribution of alcoholic beverages to minors (any individual under the age of 21), and to intoxicated persons. The person identified below is to be in charge of the event, and will make sure that alcoholic beverages are not distributed contrary to the above referenced chapter. Issuance of this permit is contingent upon receipt by the Board of Selectmen of a liquor liability insurance policy which names the Town as an additional insured.

Parking LOT @ WEST VLG PROVISIONS
Building where event will be held

OUTDOOR MUSIC
Type of function to be held

7/20, 7/27 + 8/10
Date of event

6:00 - 8:00 PM
Time of event

Bea Tiberii
Individual in charge of event

I hereby make application to the Board of Selectmen for a permit to distribute alcoholic beverages according to the terms of the agreement as stated above.

Bea Tiberii / CELLAR DOOR
Person making application

6/22/23
Date

OWNER - CELLAR DOOR IPSWICH
Title

-Do Not Write Below This Line-

Action of Board of Selectmen

___ Application granted _____ Date

Fee Collected: _____
Insurance Certificate Received () Yes () No
TIPS Server Verified () Yes () No

___ Application denied _____ Date

Authorized representative of Board of Selectmen

Date

ALCOHOL SALE PERMIT ON PRIVATE PROPERTY

Date Approved: _____

The Board of Selectmen is empowered through Massachusetts General Laws Chapter 138, Section 14 to issue "Special Liquor Licenses" to qualified applicants. Such licenses are generally issued for a specific event and for a fixed amount of time, usually one day or less. The Board of Selectmen may grant such a license after receiving an "application for license," submitted by the individual responsible for the management of liquor at that event. For-profit organizations may only be issued beer and wine licenses, while non-profit groups may be issued full licenses at the sole discretion of the Board of Selectmen.

The procedure to be observed by the applicant is as follows:

- 1) Submission of completed application for license to the Board of Selectmen and a copy to the Police Chief. Said license application shall specify the exact location, date, and time of the planned event. An approximate number of attendees will also be listed. The individual in charge of the management of the liquor distribution must be identified. The application shall be submitted to the Board of Selectmen at least ten business days prior to the event.
- 2) No special licensee shall sell any alcoholic beverages other than those purchased from a licensed wholesaler. The hours of operation shall be established by the Board of Selectmen, provided, however, that no special licensee shall sell or deliver any alcoholic beverage between the hours of 2:00 a.m. and 8:00 a.m. The special license shall be subject to such other terms and conditions as the Board of Selectmen deem necessary to protect public health, safety and welfare.
- 3) The Board of Selectmen requires that any server of alcohol licensed in the Town of Boxford pursuant to this policy will be TIPS Certified (T.I.P.S. - *Training and Intervention Procedures for Servers of alcohol*).
- 4) Submission of proof of Liquor Liability insurance in the minimum amount of \$1,000,000 and such other insurance as may be required by the Board of Selectmen, which names the Town as an additional insured to the Board of Selectmen.
- 5) The manager of the event will sign a statement that they understand and will comply with the provisions of M.G.L. Chapter 138 as they relate to the sale of alcoholic beverages to minors, and to intoxicated persons.
- 6) The Selectmen shall determine the fees to be charged. Unless otherwise voted by the Selectmen, the fee for a temporary license shall be \$50.00 per event, per day.
- 7) A completed permit shall be prepared by the Selectmen's office and signed by the Board. A copy shall be sent to the Chief of Police who will determine the need for police coverage for the event and will so inform the Selectmen. If police coverage is required, such coverage shall be paid for by the applicant. The original permit will be sent to the applicant, who will have it in their possession during the event.

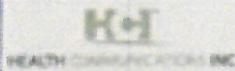
Certificate of Completion

This Certificate of Completion of
eTIPS Concessions 3.0
For coursework completed on August 3, 2022
provided by Health Communications, Inc.
is hereby granted to:

Bruce Flynn

Certification to be sent to:

**Cellar Door
1 N Main St
Ipswich MA, 01938-2217 USA**



This document is not proof of TIPS certification. It certifies only that you have completed the course. Valid certification documents will be forwarded to you.



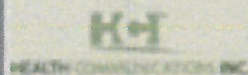
Certificate of Completion

This Certificate of Completion of
eTIPS Concessions 3.0
For coursework completed on August 2, 2022
provided by Health Communications, Inc.
is hereby granted to:

Beatrice Tiberii

Certification to be sent to:

**1 N Main St
Ipswich MA, 01938-2217 USA**



This document is not proof of TIPS certification. It certifies only that you have completed the course. Valid certification documents will be forwarded to you.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Johnson & Rohan Insurance Agency, Inc. 50 Salem St. Lynnfield, MA 01940	CONTACT NAME: Kevin Johnson	
	PHONE (A/C. No. Ext): (781) 224-0909	FAX (A/C. No.): (781) 224-0546
E-MAIL ADDRESS: kj@johnsonandrohan.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers C&S of Illinois	19046	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6807F27416A	04/07/2023	04/07/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	HIRE AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED ON THE GL POLICY AS RESPECTS TO OPERATIONS OF THE NAMED INSURED WHEN REQUIRED BY EXECUTED CONTRACT PRIOR TO LOSS/CLAIM.

CERTIFICATE HOLDER Town of Boxford, Massachusetts 7A Spofford Road Boxford, MA 01921	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kevin Johnson</i>
--	--



Summer Fest

**Live Music
Craft Beer
Great Food
Games for Kids!**

SATURDAY

JULY 30

12 TO 3 PM

RAIN DATE: Sunday, July 31

**188 Washington St
Boxford, MA**

**APPLICATION FOR THE ALCOHOL DISTRIBUTION PERMIT ON TOWN PROPERTY
BOARD OF SELECTMEN**

I hereby apply for a permit to distribute alcoholic beverages in a public building owned by the Town of Boxford.

I understand and accept the provisions of Massachusetts General Laws Chapter 138, regarding the prohibition of distribution of alcoholic beverages to minors (any individual under the age of 21), and to intoxicated persons. The person identified below is to be in charge of the event, and will make sure that alcoholic beverages are not distributed contrary to the above referenced chapter. Issuance of this permit is contingent upon receipt by the Board of Selectmen of a liquor liability insurance policy which names the Town as an additional insured.

On behalf of myself and my heirs, successors, and assigns, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Town of Boxford and/or its employees, volunteers, officials, boards, agents and representatives from any and all liability, claims, demands, actions and causes of action whatsoever, whether known or unknown, both in law or in equity, which I have or may have had from the beginning of the world to the date of execution of this Application, arising out of or related to my use of Town property, including but not limited to any and all claims, demands, losses, costs, damages, liabilities and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by any person, or to any property.

I agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the Town of Boxford, its agents, representatives, officers and employees, against any claims, demands, losses, costs, damages, liabilities and causes of action whatsoever by any person, including damages, costs and attorneys' fees, arising out of or related to my use of Town property, including but not limited to claims for injury or death to persons or loss or damage to any property occurring as a result of or in any way related to the disinterment.

The obligations of indemnification and release as stated herein shall survive expiration of the permit.

188 Washington Street
Building where event will be held
Saturday July 29th, 2023
Date of event
Jan Silva - WBIS committee
Individual in charge of event

WBIS Summerfest
Type of function to be held
12N - 4PM
Time of event

I hereby make application to the Board of Selectmen for a permit to distribute alcoholic beverages according to the terms of the agreement as stated above.

True North Ale Company (Tim Griggs) 6-14-2023
Person making application Date

Director of operations
Title

-----Text-----

-Do Not Write Below This Line-

Action of Board of Selectmen

___ Application granted ___ Date

Fee Collected: _____

Insurance Certificate Received () Yes () No

TIPS Server Verified () Yes () No

___ Application denied ___ Date

Authorized representative of Board of Selectmen

Date

TOWN OF BOXFORD
SCHEDULE OF DEPARTMENTAL PAYMENTS TO TREASURER

Department Name: Board of Selectmen

Receipt #

(For Treasurer use only)

Deposit #

Batch #


<u>FROM WHOM/DESCRIPTION</u>	<u>Cash or</u> <u>Check #</u>	<u>Amount</u>	<u>Total</u>
True North Ale Company LLC	1762	\$50.00	\$50.00
116 County Road			
Ipswich, MA 01938			
DEPOSIT TOTAL			\$50.00


Revenue Source:
Account #:
Charge Code: ALCLIC
Date: 6/28/2023

RECEIVED

JUN 28 2023

BOXFORD TREASURER
TAX COLLECTOR

Received by:


Submitted by:


Office of the Treasurer

Leanne Mihalchik
Administrative Services Manager/HR Coordinator



eTIPS On Premise 3.1

CERTIFIED

Issued: 8/26/2021

Expires: 8/26/2024

ID#: 5541983

Amanda Dawn Thurston
True North Ales Co.
116 County Rd
Ipswich, MA 01938-2501

For service visit us online at www.gettips.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Burgin Platner and Company, LLC 14 Franklin St Quincy, MA 02169	CONTACT NAME: Krista Mauro PHONE (A/C, No, Ext): (617) 934-0213 E-MAIL ADDRESS: km2@bphins.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED True North Ale Company, LLC 116 County Road Ipswich, MA 01938	INSURER A : Acadia Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ADV5312741-15	10/2/2022	10/2/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ADA5494583-11	10/2/2022	10/2/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ADV5312741-15	10/2/2022	10/2/2023	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Operations Usual to Insured;

Town of Boxford is an additional insured

CERTIFICATE HOLDER

Town of Boxford
7A Spofford Road
Boxford, MA 01921

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Krista Mauro

From: [James Riter](#)
To: [Leanne Mihalchik](#)
Subject: RE: Alcohol Permit - Summerfest
Date: Friday, June 30, 2023 7:47:09 AM

No issues or concerns, we will have two detail officers at the event.

Jim

From: Leanne Mihalchik <LMihalchik@town.boxford.ma.us>
Sent: Thursday, June 29, 2023 4:25 PM
To: James Riter <JRiter@town.boxford.ma.us>
Subject: Alcohol Permit - Summerfest

Hi Chief

True North Ale Company has applied for an alcohol permit for Summerfest. Do you have any issues/concerns with the Select Board approving this permit?

Thanks!
Leanne

Leanne Mihalchik

Administrative Services Manager/HR Coordinator
Town of Boxford
7A Spofford Road
Boxford, MA 01921
Phone: 978-887-6000 x111
Fax: 978-887-0758
This email is subject to MGL c66s10, Public Records Law

ACCEPTANCE OF DEED

On this ____ day of July, 2023, the Town of Boxford, acting by and through its Select Board, hereby accepts the foregoing deed for property located on Herrick Road, Boxford, pursuant to the vote taken under Article 16 of the 2023 Annual Town Meeting, a certified copy of which is attached hereto.

TOWN OF BOXFORD,
By its Select Board

Barbara G. Jessel, Chair

Charles J. Costello, Clerk

Peter C. Perkins, Member

Margaret Chow-Menzer, Member

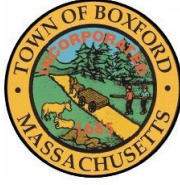
Judith A. Stickney, Member

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of July, 2023, before me, the undersigned Notary Public, personally appeared _____, member of the Boxford Select Board, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Boxford.

Notary Public
My Commission Expires:



TOWN OF BOXFORD

Office of the Select Board
7A Spofford Road Boxford, MA 01921
978.887.6000 ext. 502
mcoogan@boxfordma.gov

July 10, 2023

Mark D. Marini, Secretary
Department of Public Utilities
One South Station
Boston, MA 02110

Re: Review and Approval of Boxford Community Electricity (D.P.U 22-128)

Dear Secretary Marini,

On behalf of the Boxford Select Board and the Boxford Sustainability Committee, we write to you regarding the Department of Public Utilities' review of our Town's Plan for a municipal aggregation program, Boxford Community Electricity.

Our community approved pursuing municipal aggregation in September 2020, and we worked diligently and efficiently with local stakeholders and an experienced consultant to craft an aggregation Plan. We were ready to submit our Plan in early 2022 but then revised it to accommodate new guidance from the Department in its Fitchburg Order (Docket 20-117). Ultimately, we submitted our Plan to the Department in October 2022 (Docket 22-128). Now, nine months later we still have not received even our first set of information requests on our Plan.

We are aware that many municipalities have been waiting over two years for approval of their plans, including our neighbor, the Town of Andover.¹ We sincerely hope that it will not take nearly that long for approval of Boxford's Plan.

Our Plan describes our Town's vision to create a new default electricity supply in Boxford that will provide cleaner energy to our residents and businesses, along with other options for those looking for even lower costs or 100% renewable energy. This program will be a significant pillar of

¹Boston Globe, October 16, 2022. <https://www.bostonglobe.com/2022/10/16/science/these-communities-want-lower-residents-electric-bills-carbon-emissions-heres-whats-stopping-them/>

Boxford's efforts to transition to a resilient and low-carbon community. For example, in 2019, the Town began developing a resiliency plan identifying our populations, areas, and infrastructure most vulnerable to extreme weather events and our plans for mitigation. Our Town has also completed the construction of a landfill solar farm making use of otherwise unusable land and generating local solar electricity supply.

The Plan gives the Town control over the terms and conditions of the power supply contract, and the timing of bidding and term length of contract. Our Town seeks to leverage that local control to provide competitive, stable rates that our community can rely upon. Although we recognize that savings cannot be guaranteed, we note that many other municipalities have deployed such programs to great effect.

Those potential economic and environmental benefits of the program may be especially valuable to Boxford's low-income population. The Attorney General has repeatedly found that these populations are the most vulnerable to deceptive, high-priced third-party supply offers.² More broadly, this past winter our community endured the highest Basic Service prices in decades (33.891 ¢/kWh). Securing Department approval soon would empower our community to launch a program this winter and potentially mitigate another price spike (recognizing that savings cannot be guaranteed).

We ask that the Department expedite its remaining review of Boxford's Plan so that our Town may move toward launching its long-awaited Program. We look forward to answering any questions the Department may have and fully cooperating to support its review.

Sincerely,

Barbara G. Jessel
Chair, Boxford Select Board

² Office of Attorney General Maura Healey, April 1, 2021.
<https://www.mass.gov/news/new-ag-report-massachusetts-residents-lost-426-million-through-competitive-electric-supply-contracts-in-last-five-years>

June 22, 2023

Mr. Matthew Coogan
Town Administrator
Town of Boxford
7A Spofford Road
Boxford, Massachusetts 01921

Re: **Revised** Proposal for Additional Site Assessment and Site Closure under MCP
27 Main Street
Boxford, MA

Dear Mr. Coogan,

Weston & Sampson Engineers, Inc. (Weston & Sampson) is pleased to submit this revised proposal for additional site assessment and preparation of a closure report (known Permanent Solution Statement) under the Massachusetts Contingency Plan (MCP, 310 CMR 40.0000) for the above-referenced property in Boxford, Massachusetts ("the Site"). We are revising the proposal to include the Massachusetts Department of Environmental Protection (MassDEP) Site closure fee of \$1,470. This fee to MassDEP is required because the Site will be closed before the MCP Phase I report and Tier Classification is issued to MassDEP (see the attached MCP timelines and fees schedule from MassDEP).

During a site investigation in 2021, arsenic concentrations in soil at the Site exceeded the MCP Reportable Concentration (RC) of 20 milligrams per kilogram (mg/kg). This detection required the property owner to notify MassDEP. The Town of Boxford (the Town) acquired the property and notified MassDEP of arsenic in soil, and MassDEP subsequently issued Release Tracking Number (RTN) 3-38036 for the Site. Based on the data collected to date, the Site can be closed under the MCP; therefore, as discussed with the Town, we are proposing the following to close the Site.

SCOPE OF SERVICES

Task 1 – Field Investigation

To further assess the extent of arsenic in soil, Weston & Sampson will perform one (1) day of Geoprobe drilling and sampling from up to six (6) locations at the Site. As required, Weston & Sampson will complete pre-drilling activities, including mark-out of boring locations, and coordination with Digsafe, the Town, driller, and the analytical laboratory. During drilling, our field geologist will screen soil samples for olfactory evidence (odor, color, staining, etc.) and collect up to two (2) soil samples (0-4 feet and 4- 8 feet below grade) per location for laboratory analysis of arsenic. Based on the results, as an optional sub-task, we will perform another round of field investigation, if needed. For this optional sub-task, we are budgeting 1 day of Geoprobe drilling to advance up to four (4) additional borings and analysis of two samples per boring for arsenic.

Task 2 – Data Review and Risk Characterization

Weston & Sampson will tabulate the data and perform data evaluation. We will then perform a Method 3 risk characterization to evaluate whether the Site can be closed out under the MCP with or without additional measures, including soil removal, additional fencing, and/or placing property use restrictions. In addition, we will meet with the Town to discuss the results of our findings.

Task 3 –Permanent Solution Statement Report

Based on the data collected and the results of risk characterization, Weston & Sampson will prepare a Permanent Solution Statement (PSS) report to close the Site under the MCP. The report will include the details of field investigations, a summary of the local geology, an evaluation of the nature and extent of contamination, risk characterization results, and findings and conclusions. We will issue a draft PSS report to the Town for review and comments. We will incorporate Town comments and issue the report to MassDEP.

At this time, we assume the analytical results will not vary significantly from the existing data and that the Site will be able to be closed out as-is, and that a “new” condition under the MCP will not be identified. Should the risk characterization results indicate that an Activity and Use Limitation (AUL) is required to obtain Site closure under the MCP then an AUL will be prepared as an optional task.

BUDGET

Weston & Sampson proposes to complete these tasks for \$22,220, as shown in the table below. If additional optional tasks are required, the total cost will be \$38,380.

Task	Cost
Task 1 – Field Investigation	\$5,150*
Task 2 – Data Review and Risk Characterization	\$5,500
Task 3 – Permanent Solution Statement Report	\$11,570**
<u>Subtotal</u>	<u>\$20,750</u>
Optional Task 1 – Additional Field Investigation	\$4,560***
Optional Task 3 – Activity and Use Limitation	\$11,600#
<u>Total</u>	<u>\$38,380</u>

* Includes \$2,200 drilling and \$200 analytical fees.

** Includes \$1,470 to MassDEP.

*** Includes \$2,200 drilling and \$150 analytical fees.

Includes \$3,850 for survey, \$350 for registry of deeds and \$2,000 AUL fee for MassDEP.

If you have any questions or would like to discuss this further, please do not hesitate to contact me at (978) 852-7534 (Mobile) or bhuniap@wseinc.com.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.

Prasanta K. Bhunia, Ph.D., LSP
Vice President



Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Matthew A. Beaton
Secretary

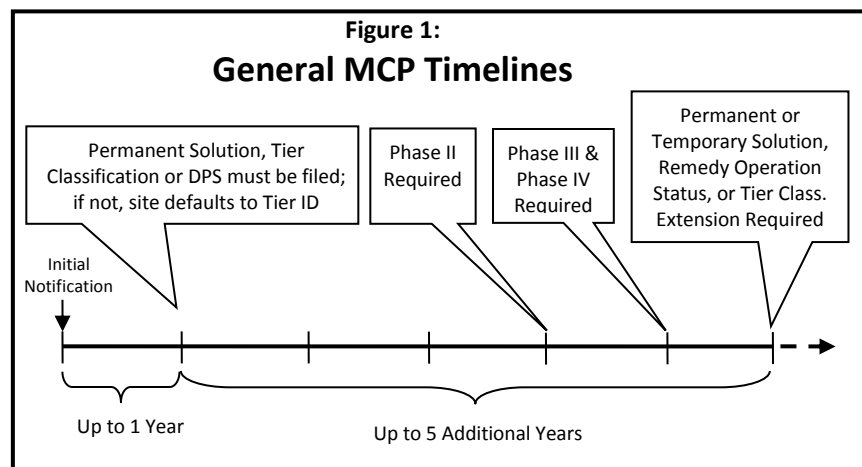
Martin Suuberg
Commissioner

MCP TIMELINES AND FEES

This document summarizes the timelines and fees associated with response actions conducted pursuant to M.G.L. Chapter 21E and the Massachusetts Contingency Plan (MCP) 310 CMR 40.0000.

MCP TIMELINES

The MCP establishes timelines for cleanups at sites as well as timelines for specific response actions. **Figure 1** shows the general timeline. For all sites, the clock starts when Massachusetts Department of Environmental Protection (MassDEP) is notified of a potential or actual release of oil or hazardous material that exceeds a reporting threshold. One year from that notification, the legally responsible party must either: (1) clean up the site to



MCP standards (i.e. achieve a Permanent Solution), (2) obtain Downgradient Property Status (DPS), or (3) Tier Classify the site as Tier I or Tier II. **If a Permanent Solution, DPS or Tier Classification is not submitted by the one-year deadline, the site is deemed Tier ID by default.** For Tier Classified sites, there are deadlines for completing each phase of the MCP process and filing a Permanent Solution.

SUBMITTALS

To ensure that cleanups are proceeding as required, the MCP requires completion of response actions and the submittal of reports to MassDEP. Submittals must be filed electronically. Missed deadlines can result in requirements for additional documentation, enforcement and penalties, or new or higher fees. The MCP provides a seven-day “grace period” for most submittals. If MassDEP receives the submittal within seven days of the actual due date, the submittal is considered to be received by the deadline. Please note that the seven-day grace period does not apply to some deadlines (see 310 CMR 40.0008).

MCP FEES

Fees have been established to cover a portion of MassDEP’s costs for reviewing submittals, conducting inspections, providing compliance assistance, maintaining records, and pursuing enforcement. This includes MassDEP’s audits to ensure that cleanups are adequate and occurring within specified timeframes. The sooner response actions are completed and an endpoint is reached (i.e. by submitting a Permanent Solution) the lower the total fees incurred will be. Two types of Annual Compliance Assurance Fees (ACFs) are established in the “Timely Action Schedule and Fee Provisions” (310 CMR 4.00) that apply to sites where response actions are or are required to be undertaken.

Annual Compliance Assurance Fees:

1. **One-time fees** apply to three specific submittals if filed prior to Tier Classification (i.e. within the first year after notification): Permanent Solution; DPS Submittal; and Release Abatement Measure Plan. Additionally, a one-time fee applies to each Notice of Activity and Use Limitation filed prior to or concurrent with a Permanent Solution. One-time fees are summarized in **Table 1**.
2. **Annual fees** apply when a Permanent Solution or DPS is not filed in the first year. These fees range from \$490 to \$4,915 per year and are based on the site status on each Annual Status Date. Initiation of Phase V monitoring activities or submittal of a Temporary Solution will trigger a lower annual fee category. Fee rates are summarized in **Table 2** and explained in more detail on page 3.

TABLE 1: ONE-TIME FEES EFFECTIVE JUNE 20, 2014

SUBMITTAL	TIME OF FILING	SUBMITTAL FEE
Permanent Solution	within 120 days of notification	No submittal fee
Permanent Solution	after 120 days but prior to Tier Classification	\$1,470 Permanent Solution submittal fee (\$735 Homeowner* rate)
Permanent Solution	after Tier Classification (including Tier ID if filed AFTER first 90 days of one-year deadline)	No Permanent Solution fee applies; regular ACF will be billed based on status of site (e.g. Tier I, Tier II, Phase V or Temporary Solution)
Permanent Solution	within 90 days after one-year deadline if classified by default to Tier ID	\$1,470 Permanent Solution fee (\$735 Homeowner* rate), in lieu of second year Tier ID fee (first year Tier ID fee will also be billed)
DPS	in first year, prior to Tier Classification	\$1,965 DPS fee, unless upgradient source is Tier Classified or has a Temporary or Permanent Solution.
DPS	after Tier Classification (including default Tier ID)	No DPS fee; regular ACF applies unless upgradient source is Tier Classified, in ROS or has Permanent Solution.
DPS	modification of existing DPS by new party	No DPS Fee or ACF applicable
RAM Plan	prior to Tier Classification (in first year)	\$980 RAM Plan submittal fee (\$490 Homeowner* rate)
RAM Plan	after Tier Classification (including Tier ID)	No RAM fee applies (regular ACF will be billed)
RAM Plan	after Permanent Solution	No RAM fee applies if Permanent Solution is in effect
Notice of AUL	prior to or with a Permanent Solution	\$2,000 Notice of AUL fee (\$1,000 Homeowner* rate)

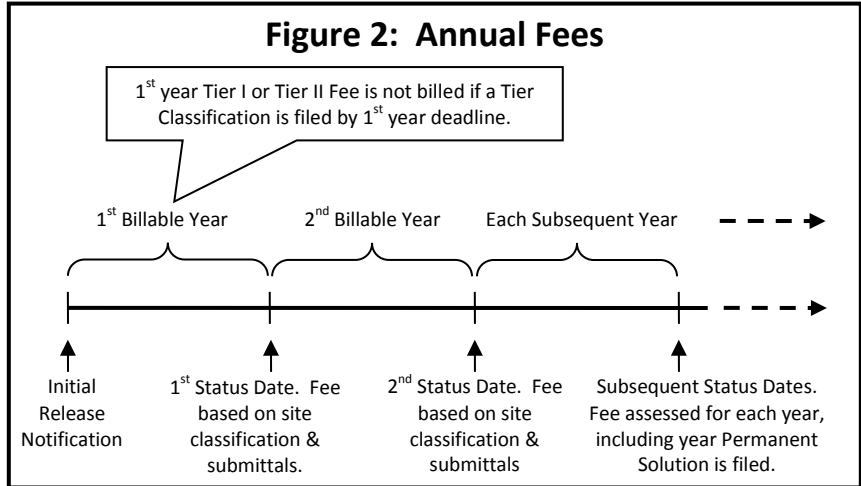
TABLE 2: SUMMARY OF COMPLIANCE FEES EFFECTIVE JUNE 20, 2014

Type	Fee Category	Homeowner*	Non-Homeowner
One-time Fees	Permanent Solution	\$735	\$1,470
	Release Abatement Measure (RAM) Plan	\$490	\$980
	Downgradient Property Status (DPS)	\$1,965	\$1,965
	Notice of Activity and Use Limitation (AUL)	\$1,000	\$2,000
Annual Fees	Tier ID	\$2,455	\$4,915
	Tier I	\$1,225	\$4,320
	Tier II	\$1,225	\$2,455
	Phase V (including ROS)	\$490	\$980
	Temporary Solution	\$490	\$980

* BWSC120 Homeowner Certification Form submittal required to qualify for Homeowner Fee Rate

Figure 2 shows how annual fees are assessed for Tier Classified sites. If a Permanent Solution Statement is not filed for the entire site in the first year, the site must be Tier Classified. Tier Classification requires a Phase I Initial Site Investigation Report that summarizes information about the site location, the contaminants identified and a preliminary Conceptual Site Model. The first year fee (\$4,320 for Tier I or \$2,455 for Tier II) is **not applicable** if the Tier Classification submittal is made on time. If a Tier Classification, Permanent Solution, or DPS is not filed, the site is deemed Tier ID by default and the first year’s fee will be invoiced at the \$4,915 Tier ID rate. Fees for subsequent years will be billed based on the site status (i.e. Tier I, Tier II, Phase V, Temporary Solution, or Tier ID) on the annual status date. For a Tier ID site, if a Permanent Solution is filed in the first 90 days of the second year, a Permanent Solution Fee is required to be paid in lieu of the second year Tier ID fee. This is in addition to the first year Tier ID fee.

The fee category is determined by a site’s Status on its Annual Status Date (which falls on the anniversary of initial notification for most new sites). For example, if a Tier I site is downgraded to Tier II one day prior to the status date, the site status is Tier II and a \$2,455 Tier II fee is applicable. The site status and fee category changes to Phase V (\$980 Phase V fee) after Phase IV activities are completed and Phase V monitoring is conducted. Note that Remedy Operation Status (ROS) is part of Phase V, thus a Phase V fee applies while in ROS. Additionally, if a Temporary Solution is filed, the status and fee category changes to Temporary Solution (\$980 fee) for the year in which the Temporary Solution is filed. A fee is assessed for each year in the MCP system, **including** the year in which a Permanent Solution is filed. These fees cannot be pro-rated for a portion of a year, so it is important to remain aware of the Annual Status Date. Sites identified prior to October 1, 1993 have a Status Date based on the earliest required submittal deadline to Transition into the 1993 MCP (e.g. August 2, 1995).



Notice of Activity and Use Limitation

Parties who file a Notice of Activity and Use Limitation (AUL) are required to pay a one-time Notice of AUL fee. While other one-time fees (RAM Plan, Permanent Solution, DPS) are generally required when the submittal is made prior to Tier Classification, the Notice of AUL fee is required for each Notice of AUL filed prior to or concurrent with a Permanent Solution. This includes a Notice of AUL filed after Tier Classification. However, no fee is applicable for an AUL Amendment, Release, or Termination. The Notice of AUL fee is \$2,000 for a non-Homeowner or \$1,000 for a Homeowner (more on Homeowners below).

Downgradient Property Status

Parties who file a Downgradient Property Status (DPS) submittal are usually required to pay fees until and including the year that the DPS is filed. DPS is applicable to the party making the submittal. As long as the DPS is in effect, the party that holds the DPS is not subject to Annual Compliance Assurance Fees for subsequent years if they elect to conduct a Release Abatement Measure or file a Permanent Solution. While the DPS is in effect, a new/subsequent party that files a DPS Modification under 310 CMR 40.0187 is not required to pay an Annual Compliance Assurance Fee, or One-Time RAM, DPS or Permanent Solution Fees.

Homeowners with Oil Releases, and Parties with Financial Technical or Legal Inabilities

A lower schedule of rates may apply to qualifying homeowners and other parties performing response actions. To qualify for the reduced homeowner fee rates, a homeowner must submit a Homeowner Certification Form (BWSC120) to state they are performing response actions related to a release of oil at the

property that they own and occupy as their principal residence for six or more months per year. Also, the home must be one to four units and used exclusively as a residence. The schedule of fees applicable to homeowners changed effective June 20, 2014 to provide lower fee rates. These include Permanent Solution (\$735) and RAM Plan (\$490) submittals made prior to Tier Classification. The homeowner fee rate for Tier I and Tier II status are both set at \$1,225 per year. Also effective June 20, 2014, lower annual fees are in effect for homeowners in Phase V status (\$490) or Temporary Solution status (\$490). These categories are in place of the Tier I or Tier II fee. A \$1,000 one-time fee applies to each Notice of Activity and Use Limitation that is filed any time prior to or concurrent with a Permanent Solution. The fee rate for a homeowner doing work related to a Tier ID site is \$2,455. Alternative fee rates have also been established in 310 CMR 4.03 for parties with Financial, Technical or Legal Inability Status.

Resetting MCP Timeline & Status Date for New Parties

New parties may qualify for a new timeline for assessment and cleanup of an existing site as well as a new annual status date for fee billing. When a new party intends to conduct assessment and cleanup they may file an Eligible Person, Eligible Tenant, or Other Person Certification form (BWSC107D). The party must certify that they did not cause or contribute to the release and, were not affiliated with any person or entity who a) caused the release or owned/operated the property from which the release originated, or b) is potentially liable for the site. Upon receipt of a complete Tier Classification and BWSC107D certification, the new party is provided new deadlines per 310 CMR 40.0570. Additionally, the Annual Status Date for the site will be reset to be equal to one year from the date of receipt of the BWSC107D. The new party will be assessed Tier I or Tier II fees beginning with the second year under the new timeline.

A new party who does not meet the certification requirements summarized above may file a Tier Classification Transfer to begin performing Comprehensive Response Actions. In this instance, the new party will be assessed Annual Compliance Assurance Fees going forward, starting with the year in which they begin performing response actions and fees will be assessed using the existing Annual Status Date.

Linking RTNs for New Conditions to Existing RTNs

When a new reportable release condition is identified, a new Release Tracking Number (RTN) may be assigned by MassDEP. In most instances the new RTN can be linked to an existing Tier I or Tier II site. Upon making a valid linkage, the RTN with the earlier cleanup timeline becomes the "Primary" RTN and this is used along with the earlier Annual Status Date for fee billing going forward. If the new condition would change the Tier Classification category of the existing RTN, a revised Tier Classification is necessary. The linkage must be with a Tier Classification Transmittal Form (BWSC107 Section B, Box 8) or an IRA Completion Statement Transmittal Form (BWSC105 Section B, Box 8a & 8b). When two or more RTNs are linked under a single Tier Classification, the earlier response action deadlines are applicable.

Special Project Designation Permits

Special Project Designation (SPD) Permits may be filed pursuant to 310 CMR 40.0060 to extend regulatory deadlines at complex sites. This includes either extending the deadline for initial Tier Classification by two years or, extending Comprehensive Response Action deadlines after Tier Classification. An Initial SPD Permit requires a \$920 Permit Application Fee. For unclassified sites with an SPD Permit, one-time fees are applicable for RAM Plan or Permanent Solution submittals. For Tier Classified sites with an SPD Permit, regular Tier I or Tier II Fees apply. SPD Permit Extensions do not require a Permit Application Fee.

Payment of Fees

All payments should be made to **Commonwealth of Massachusetts**. Send One-Time Fees (RAM, Permanent Solution, DPS, AUL) with the check and page one of the BWSC transmittal form to MassDEP PO Box 4062 Boston MA 02211-4062. **Invoice payments should be made online at <https://masspays.com/dep>** or, mailed to MassDEP, PO Box 3982, Boston, MA 02241-3982 with the invoice remittance. Visit MassDEP's website at <https://www.mass.gov/lists/site-cleanup-fact-sheets> and scroll down to 'Fees and Payments' for more information. If you have fee questions, contact MassDEP at bwsc.regulations@mass.gov or the fee inquiry line at 617-292-5545.

TOWN OF BOXFORD, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this day of __ July, 2023 by and between the Town of Boxford, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 7A Spofford Road, Boxford, Massachusetts 01921, hereinafter referred to as the “TOWN”, and Weston & Sampson Engineers, Inc., a corporation having a usual place of business at 55 Walkers Brook Drive, Suite 100, Reading, MA 01867, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the TOWN has purchased 27 Main Street, Boxford (“the Property”) for the sole purpose of conducting environmental testing on the Property; and

WHEREAS, the Contractor conducted ASTM Phase I and Phase II Environmental Site Assessments for the Property, hereinafter “the Project”; and

WHEREAS, during site investigations in 2021, arsenic concentrations in soil at the Site exceeded the MCP Reportable Concentration (RC) of 20 milligrams per kilogram (mg/kg), requiring the Town as the property owner to notify MassDEP, which issued a Release Tracking Number (RTN) 3-38036 for the site, which can be closed under the MCP; and

WHEREAS the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has awarded the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, and the CONTRACTOR’s Proposal dated June 22, 2023. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of a Task 1 Field Investigation, Task 2 Data Review and Risk Characterization, and Task 3 Permanent Solution Statement Report as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from July , 2021 and shall expire on March 31, 2024, unless terminated earlier pursuant to the terms hereof.

4. COMPENSATION.

A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of:

\$22,200 Lump Sum Services.

B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.

C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.

D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).

5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of an invoice.

6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.

7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

8. INDEMNIFICATION.

Indemnification for General Liability

To the fullest extent permitted by law and except with respect to damages, liabilities, and costs arising or alleged to arise out of the CONTRACTOR's acts, errors, or omissions in the performance of professional services, which are addressed in the paragraph below, the CONTRACTOR agrees to defend, indemnify and hold harmless the TOWN from and against liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the CONTRACTOR's performance, acts, errors or omissions under this Agreement.

Indemnification for Professional Liability

With respect to damages, costs, liabilities, and expenses that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, to the fullest extent permitted by law, the CONTRACTOR agrees to indemnify

and hold the TOWN harmless from and against liabilities, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the CONTRACTOR in performance of services under this Agreement. This indemnification expressly excludes the duty of the CONTRACTOR to defend the TOWN. However, the absence of the duty to defend shall not preclude the TOWN from seeking its reasonable attorneys' fees as part of its damages where and to the extent such fees are caused by the CONTRACTOR's negligence. Nothing in this paragraph shall apply to indemnification of general liability, which is addressed in the paragraph above.

9. INSURANCE.

- A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth in the License Agreement and Professional Liability Insurance having a minimum of \$1,000,000 per occurrence.

- B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation and Professional Liability Insurance) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION.

A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the

TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience, which, for purposes of this Agreement, shall include the revocation of the License Agreement by the Licensor, by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. LICENSE AGREEMENT. The CONTRACTOR acknowledges receiving a copy of the License Agreement, and shall conduct all work in accordance with the provisions thereof.
13. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of its operation under this Agreement in such detail and with such information as the TOWN may request.
14. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
15. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.

16. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
17. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
18. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
19. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
20. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation is available in the amount of this Contract.

TOWN OF BOXFORD, MA
By Its Select Board

Town Accountant

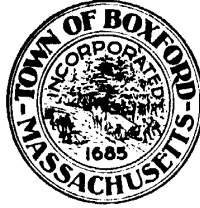
Approved as to Form:

CONTRACTOR:

Town Counsel

(Signature)

(Name and Title)



Peter Delaney
Inspector of Buildings
Town of Boxford

July 5, 2023

To: Boxford Board of Selectmen

From: Peter Delaney
Inspector of Buildings

Dear Members,

The following permits were issued by Inspectional Services for the month of June 2023:

PERMITS	FEES COLLECTED	VALUE
51 Building Permits (58 Inspections)	\$21,551.23	\$1,633,928.27
	June 2022 Comparison	
53 Building Permits (57 Inspections)	\$30,263.14	\$2,151,798.39
25 Electrical Permits (34 Inspections)	\$3,283.00	
	June 2022 Comparison	
27 Electrical Permits (40 Inspections)	\$3,038.00	
14 Plumbing Permits (10 Inspections)	\$1,375.75	
	June 2022 Comparison	
7 Plumbing Permits (12 Inspections)	\$658.25	
8 Gas Permits (13 Inspections)	\$680.00	
	June 2022 Comparison	
6 Gas Permits (17 Inspections)	\$510.00	
TOTAL FEES COLLECTED	\$26,889.98	
	June 2022 Comparison	
TOTAL FEES COLLECTED	\$34,469.39	

Peter Delaney
Cc: Town Administrator
Board of Assessors



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

To: Boxford Select Board
From: Matt Coogan Town Administrator
Date: July 7, 2023
RE: Select Board and Town Administrator Fiscal Year 2024 Priorities and Goals

As we begin Fiscal Year 2024, I'd like to work with the Board and set a work plan with priorities for the year. For discussion purposes, my office assembled the following list of tasks for the Select Board and its staff over the next year. I look forward to discussing these priorities.

1. Communication

- **Newsletter** - We will continue to release quarterly newsletters to residents that include department updates. We will work towards including more updates from other groups, including local non-profits and organizations, and boards and committees.
- **Website** – boxfordma.gov is overdue for an upgrade. A priority for this fiscal year is to work with our vendor CivicPlus on redesigning and updating the town website.
- **Community Survey** – As part of the website redesign process, I propose releasing a community survey to ask residents what they would like to see in a newly designed website to make it more user-friendly. In general, surveys could be used to solicit feedback from residents on the delivery of municipal services.
- **Facebook Coordination** – Our office will bring together the department staff overseeing Town Facebook pages to better coordinate messaging and disseminating information to the public.
- **Press Releases** – It's unfortunate the town does not have a local reporter covering the Town. Something we can focus on for this year is actively issuing press releases directly to the remaining local newspapers (Salem News, Ipswich News, Eagle Tribune, Newburyport Daily News, etc.) on town happenings/ achievements. Some recent newsworthy items to start with include the recent Police Department's Accreditation, the opening of 10 Elm, and the launch of online permitting. The goal would be to issue at least one press release per quarter.
- **Coordination Between Boards and Committees** – To improve communication across boards, the Select Board would hold at least 2 roundtable discussions with Boards and Committee Chairs at a scheduled Select Board meeting – September 11 and January 8
- **Increase recruitment strategies for volunteers and committees**

2. Finance

- **Year 2 of Finance Transition to TA Office** – It was a relatively smooth transition in a very challenging FY24 budget process. With one year under our belt with the TA Office managing the budget and creation of a PT Town Accountant position for Kathy Benevento, we will look for opportunities to streamline and improve the process.
- **3-Year Plan for GFOA Budget** – As a result of the finance transition, one goal for our office is to work towards creating a budget document that meets the requirements of the Government Finance Officers Association's (GFOA) [Distinguished Budget Presentation Award Program](#). Adopting best-practices and guidelines from this program will improve communication and transparency in the town's budgeting process. Assistant Town Administrator Brendan Sweeney and I plan on producing a FY25 budget document that begins to meet the award program requirements. Our goal would be to qualify for an award by the FY27 budget.
- **Update the 5-year Capital Improvement Program** – My office has produced draft documents the past two fiscal years that were used as guidance for Town Meeting capital appropriations. A goal for this fiscal year is to develop a process for the Select Board, Finance Committee, and Permanent Building Committee to finalize and approve the document. In addition, the plan will utilize the Facility Condition Assessment, which is in the process of completion and will include a comprehensive analysis of capital investment in the Town's facilities in 5-year time horizons.
- **Revenue Streams** – Identify opportunities to reduce the tax burden on residents:
 - Work proactively with our state and federal legislators on identifying budget earmarks, programs and grant opportunities
 - Work with department heads to identify grant opportunities, set targets for number of grants and amount of grants to pursue per year as a town
 - Analyze whether the fees charged for certain permits are comparable to our surrounding municipalities. This would include building, plumbing, and gas permit fees.
 - Work with the Waste Stream Task Force on a new, long term collection project that incorporates automated collection, promotes waste reduction, and preserves or enhances Pay-As-You-Throw components of the existing program
- **Continue managing the Town's use of American Recovery Plan Act (ARPA) funds** – This includes working with the ARPA Committee and the guidelines set by the Select Board in October 2021.

3. HR/ Personnel

- **Conduct an Analysis of Health Insurance offerings/ benefits** – Potentially bring in a consultant to provide analysis of the Town's current benefits, specifically health insurance. Determine whether there's opportunities to provide benefits more efficiency and more cost-effectively without reducing quality of benefits. Engage with the Public Employee Committee on potential health plan design improvements.
- **Performance evaluation** – Continue to improve the performance evaluation process to make it efficient and more effective. This includes establishing mid-year check-ins, providing trainings for evaluators, and rolling out a process to include union employees in evaluations.
- **Trainings** – Provide a series of trainings for department heads and all staff. Goal for at least 3 "all staff" trainings this fiscal year.

- **Implementation of HR Audit** – Continue to address the recommendations in the April 2022 HR audit, including addressing compliance, establishing standard onboarding processes, updating personnel policies, etc.

4. Governance/ Services

- **Identify ways to increase efficiency through regionalization efforts** – This will be the first year of the Regional ACO/ Animal Inspector program. We will monitor the efficacy of this program throughout the year.
- **Long Term planning** – Communications & Dispatch Department
- **By-Law Review**
 - Eliminate dormant Boards/ Committees –Computer Management Committee, Water Resource and Drainage, Town Forest Committee, etc.
 - Update Director of Municipal Finance By-Law
 - Create Town Administrator By-law
- **Technology** – Continue to pursue greater efficiency and productivity through investing and implementing technology:
 - Manage the server upgrade project
 - Manage or support the adoption of online software applications, including OpenGov (online permitting), Operations Hero (facilities management), MyRec (Park Program, rentals), Munis, MySeniorCenter, etc.
 - Manage the beginning phases of a town-wide migration to Office 365
- **Strategic Planning** – work towards setting town-wide goals for the next two fiscal years

5. Projects – Projects that are managed by Select Board staff and fall solely within the Town Administrator’s Office

- **Reuse of 4 Middleton Road/ 188 Washington** – In FY24, the ARBA Committee will provide the Select Board a report, with the help of the consultant, on potential reuses of these properties. In addition, there will be next steps, including determining the ownership model for the reuse of these buildings, and determining the cost for any capital improvements that the town will need to undertake as part of the reuse plan.
- **Rail Trail**
 - Work with the Town of Georgetown and MassDOT to finalize design of the northern segment. This includes Right of Way acquisition, final permitting (Conservation Commission), and bidding project for construction
 - Complete 25% design of the southern segment. Working with the B2B Committee on a public presentation, and outreach to abutters.
- **Develop a Strategy to address Cell Services Issues** – Particularly in the East Village.
- **10 Elm Community Programming** – Work with the 10 Elm Community Committee to implement their expected recommendations.
- **Administer a successful Park Program**

- **Andrews Farm** – Continue working with the residents, state legislators and agencies, and the Town of Topsfield on a long-term solution to provide safe, reliable drinking water to Andrews Farm residents.
- **Municipal Aggregation** – Pending the DPU review timeline, work with the Sustainability Committee and our consultant on launching Boxford Community Electricity.
- **Administer Major Contracts/ Negotiations/ Procurements**
 - Support the Waste Stream Task Force in developing a long-term strategy, including a long-term contract for solid waste management
 - Designer Selection for new DPW Facility Phase 2 schematic
 - Cable contract – Verizon and Comcast (2025)
 - Field management agreement with Boxford Athletic Association



Town Administrator's Report Select Board Meeting for July 10, 2023

Matthew Coogan

Elmlea-Haynes Property – Conservation Restriction

Essex County Greenbelt Association is in the process of purchasing the 42-acre Elmlea-Hayes property. Greenbelt is required by the Executive Office of Energy and Environmental Affairs to place a Conservation Restriction (CR) on the property. Greenbelt will grant the CR to BTA/BOLT. Included in the agenda packet is the CR, which needs to be approved and signed by the Boxford Select Board, pursuant to M.G.L. Chapter 184 Section 32. The Town's role is limited to determining whether the grant of the CR to BTA/BOLT is in the public interest. Chris LaPointe, of Greenbelt, will be present at the Select Board meeting on Monday evening to address the question as to whether the public interest is served by the CR. Town Counsel has reviewed the document, confirmed it is in the standard form approved by the Executive Office of Energy and Environmental Affairs, and approves the document as to form.

Animal Control Officer/ Animal Inspector

July 1 was the first day of the Regional Animal Control/ Animal Inspector Program being active. Boxford is officially a member with the towns of Ipswich, Newbury, and Rowley. Ipswich is the lead community for the program, and provides all the staffing, equipment, and facilities on behalf of the four communities. The program is cost shared based on the population of each community. Megan Sousa has been Ipswich Animal Control Officer and Animal Inspector for several years, and the Boxford Select Board will need to officially appoint her at the July 10th meeting as Animal Control Officer and nominate her as Animal Inspector so she can be appointed by the state. Residents will continue to be able to contact the ACO through the Boxford Communications Department at 978-887-8136.

On behalf of the Select Board I'd like to thank Helen Philips, who served as the Town's Animal Control Officer for 31 years. The Town appreciates her dedicated years of service and loyalty to the Town and wishes her well in her retirement.

I'd also like to thank Bev Milward and Kevin Nichols, who were serving as the Town's interim Animal Inspectors.

Dorman Land Purchase

The executed Purchase and Sale Agreement for the Dorman property includes a closing date of July 27th. Town Counsel has brought on a Title Attorney to conduct a title search. We anticipate that process being completed by Monday, July 10th. With the title search completed, the Seller will prepare a deed for the closing date. Because the Select Board is scheduled to meet only one more time before the closing date, I am requesting that the Board vote to sign the Deed Acceptance document on July 10th. I

will continue working with Town Counsel on finalizing the sale. The Deed Acceptance document will not be officially recorded until all the documents are in place.

Rail Trail Design and Kelsey Road traffic

The design of the southern segment of the rail trail is progressing slowly. Unfortunately, MassDOT has introduced an additional 10% design process that has delayed us from meeting our deadline to have 25% design completed by this month. It will take several more months to get there, but we have the funding through the CPA to complete this process. We have spent the \$172,000 MassTrails grant to date, and have the \$250,000 Federal earmark from Congressman Moulton's office available for the next stage of design.

We have been meeting with Kelsey Road residents the past several months to discuss the project, specifically the rail trail crossing at Kelsey Rd. There is a dangerous curve right where the trail crosses. Our engineer designer Stantec has been working on locating a crossing that optimizes visibility. They have also included a [Rapid Rectangular Flashing Beacon \(RRFB\)](#) in the design plans that pedestrians and cyclists can utilize to temporarily stop traffic when crossing.

Chief Riter, DPW Superintendent/ Town Engineer Chris Olbrot, and I recently met with five Kelsey Rd residents to discuss traffic on Kelsey Rd in general. As you all know, GPS devices put drivers unnecessarily on Kelsey Rd as the connecting route between Rt. 97 and Ipswich Rd. Pond Street runs just parallel to Kelsey and is the preferred safer route, but Kelsey must be seconds faster than the GPS algorithm places cars on a road not designed for commuter traffic.

We discussed whether there's an opportunity to deter drivers from accessing Kelsey Rd that complies with MassDOT/ state law to reduce the cross-commuting traffic. Chris was able to access the traffic study conducted back in 2019. There were 3,345 vehicles per day on Kelsey Rd in the study, 1,990 coming northbound from Ipswich Rd and 1,355 coming southbound from Rt. 97. 45% of northbound traffic occurred between the hours of 6a to 9p, and 39% of southbound traffic occurred between the hours of 3p and 6p. The amount of traffic on Kelsey Rd increases significantly in the AM and PM commuting hours. Outside those hours, traffic is fairly steady the rest of the day. It appears that implementing "no left turns" during these times would reduce commuter cut-through traffic. Chris suggests looking into restricting left turns onto Kelsey Rd from both directions during commuter times (6a – 9a and 3p -6p) to address this. The residents were receptive to this idea, and Chris has experience implementing this in other communities. I asked Chris to come up with a plan to present to the Board at a future meeting, as early as the August 7th meeting. Reducing unnecessary traffic on Kelsey would help reduce traffic and improve safety, particularly at the rail trail crossing.

10 Elm Community Committee

Christine Dean, Chair of the 10 Elm Community Committee, will attend the August 7th Select Board meeting to discuss the Committee's recommendations on how to coordinate community programs and events at 10 Elm, in addition to the offerings by the COA. In the meantime, the Committee will be providing a document that outlines their recommendations, including potential budget costs and staffing.

Boxford Community Electricity (Aggregation)

The Town's aggregation plan, [Boxford Community Electricity](#), continues to be stalled at the Department of Public Utility (DPU). It has been nearly 280 days since the town submitted the plan for DPU approval, and there no indication of when the agency will be ruling on it. Boxford is one of several communities waiting for their municipal aggregation plans to be approved by DPW, some have been waiting for over 1,000 days.

Our consultant Good Energy recommends that the town submit a letter to the newly-seated DPU Commissioners urging them to take action. Good Energy has prepared that letter and it is included in the agenda packet for July 10th. I recommend the Board vote to authorize the Chair to sign this letter and send to DPU.

27 Main Street MCP Site Closure Scope of Work

In the agenda packet for the Board's approval is a contract and scope of work for Weston & Sampson to conduct required additional site assessment and preparation of a closure report (known Permanent Solution Statement) under the Massachusetts Contingency Plan (MCP, 310 CMR 40.000) for 27 Main Street. As you are aware, during the purchase of 27 Main St, Weston & Sampson conducted Phase 1 and 2 Environmental Assessments, and the accompanying site investigations included soil samples with elevated levels of in arsenic that exceeded the MassDEP threshold of 20 mg/ kg. This was not surprising, as there were similar results in the environmental assessment for the Cole School adjacent to this property. Weston & Sampson's work will satisfy MassDEP's requirement to "close" the site. Based on the existing tests and Weston & Sampson's experience working in the area, it is not expected that MassDEP will require any additional remediation, such as site usage restrictions, soil removal, or fencing, although that won't be determined until the additional tests are completed.

The contract is for W&S to complete Task 1 through 3 in the scope, which totals \$22,200. As you may recall, the Town was able to work with the Merrimack Valley Planning Commission to have this work funded through the EPA Brownfields Program. If there is additional work required, as identified in W&S's scope, that will also be funded through the brownfields program. The cost for demolition of the house on 27 Main this past winter, including asbestos abatement, of \$59,500, was also covered by the MVPC through the brownfields program.

I recommend the Board vote for the Chair to execute the contract so Weston & Sampson can get started on this required work.

Adaptive Reuse of Buildings Advisory (ARBA) Committee

The ARBA Committee will be meeting Wednesday, July 12 at 6pm. They will be reviewing a draft final report by our consultant StudioLuz. The final report will include recommended future uses for 188 Washington Street and 4 Middleton Rd, as well as next steps. The recommendations will be based on site visits, community engagement, and a market study. A report of the public input and the market study are both posted on the project website, boxfordma.gov/villagecenters.

Fiscal Year 2024 Work Plan and Priorities

Included in the agenda packet is a memo that outlines the Select Board and their staff's priorities for FY24, to be discussed and finalized.

Order to Maintain Water Supply to Prevent Public Health Emergency, Andrews Farm Water Company

In accordance to M.G.L. Chapter 139, Section 3, and Chapter 111, Section 123, included in the July 10th meeting agenda packet is a draft of an order to be issued by the Boxford Select Board to the Andrews Farm Water Company to continuously and without interruption maintain the public water supply serving approximately 53 households in the Andrews Farm neighborhood, and to prohibit the Company from terminating the water service. This is in response to the correspondence from the Andrews Farm Water Company on June 6, 2023 that indicated that the company intended to discontinue operations on July 25, 2023. The order all states that the Town will take necessary actions to prevent such a public health emergency and require the company to fulfill its legal obligations.

Engine 4 Purchase

Chief Geiger signed the paperwork to order Engine 4 the morning after the Board voted to appropriate an additional \$130,00 of Federal ARPA funds for the purchase on June 26th. The final price for the new Engine 4, including the trade-in value of the existing Engine 4, was \$770,611. The specifications include a Cummins L9 engine. There's a chance that the L9 may no longer be available. If that's the case, there's \$60,000 left of the ARPA funds to cover the estimated additional costs for the next engine model.

Chief Geiger and Captain Brown will be visiting the [HME factory](#) in Wyoming, MI next week to inspect the new Engine 1. We expect delivery of Engine 1 in the fall.

Safe Streets for All

The Merrimack Valley Planning Commission was awarded a Federal [Safe Streets for All](#) grant – see attached letter from MVPC Executive Director Jerrard Whitten. Boxford submitted a letter of recommendation. The grant will be used to identify unsafe or high crash streets in intersections in each Merrimack Valley community and provide recommendations. The MVPC expects to kick off their community outreach in the fall. I think this will be a good opportunity for Boxford to consider ways to make roads safer for pedestrians and cyclists.

MBTA Communities

Ross Povenmire has begun coordinating with MVPC on the MBTA Communities Compliance Model. We should have more information from MVPC this summer on whether the potential districts identified by Ross in our Action Plan could comply with the MBTA requirements. We have discussed putting together a steering committee of Select Board and Planning Board members as part of this effort. Our work with the MVPC is being funded through a Mass Housing Partnership grant. The purpose of this grant is not to pursue compliance, but to better understand whether the Town of Boxford could comply with the guidelines, considering our lack of public infrastructure, abundance of wetlands, rural character, etc.

10 Elm Lawn

Unfortunately, the lawn has not grown as expected at 10 Elm. DPW Superintendent and the PBC have been working on a plan to address this. The Town's turf management contractor will treat the lawn at 10 Elm to eliminate weeds and allow seeded lawn to fully grow. The application started last week and there will be a few throughout the summer. That should help the lawn fully grow out.

New Minute Recorder – Donna Grieco

I'd like to welcome our new minutes recorder, Donna Grieco. Donna recently moved to Boxford, and she will be retiring from the state at the end of the year as Deputy Director of the Judicial Institute MA Trial Court. We look forward to Donna joining the Select Board meetings and working with us.

New Appointments July 10, 2023

BOARD	TERM YEARS	CANDIDATE	EXPIRATION
Americans with Disabilities Act Coordinator	3	Peter Delaney	6/30/2027
Center at 10 Elm Community Committee	1	Elizabeth Murphy	6/30/2024

Reappointments - Boards and Committees July 10, 2023

BOARD	TERM YEARS	INCUMBENT	EXPIRATION
Border to Boston Trail Committee	1	Mark Phelan	6/30/2024
	1	Al Nierenberg	6/30/2024
Center at 10 Elm Community Committee	1	Christine Dean	6/30/2024
Conservation Commission	3	Greg Kokorda	6/30/2026
Masconomet Scholarship Committee	1	Joan Gordon	6/30/2024

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**Minutes of the
BOXFORD BOARD OF SELECTMEN
TOWN HALL MEETING ROOM #1
June 26, 2023 6:30PM**

DRAFT

*Present: Barbara Jessel, Chuck Costello, Judi Stickney, Peter Perkins,
Margaret Chow-Menzer*

Absent: None

*Others Present: Town Administrator Matthew Coogan, Fire Chief Geiger, Cpt. Brown,
Lt. Gould, Animal Inspector Nichols, Police Chief Riter, Minutes Secretary Donna
Grieco, Mr. & Mrs. John Callahan, Mr. & Mrs. Neil Judd, Mr. & Mrs. Justin Willette,
Attorney Gregg Corbo, Attorney Mark Reich*

Select Board Chair Barbara Jessel called the meeting to order at 6:30PM.

6:35PM ANNOUNCEMENTS

- **Passing of Charles E. Killam:** Select Board Member Perkins announced the passing of lifelong Boxford resident, Charles E. Killam. The late Mr. Killam held numerous positions in the Town of Boxford, among them Fire Chief, past Select Board and School Committee member, and positions on numerous other committees. His funeral will be on Saturday, 7/8/23 at 1pm at the Second Congregational Church, West Boxford. The entire Board offered a moment of silence and its condolences to the family.
- **Annual 4th of July Road Race:** Select Board member Chow-Menzer invited residents to the 2.5 and 5 mile competitive event, and the Boxford mile which begin at 8:00AM. Register at: www.baasports.com
- **Traffic Advisory Bridge Repairs/Closures:** Select Board member Chow-Menzer announced that Two MA DOT projects will begin along the Interstate 95 corridor. The Lockwood Lane Bridge and Bare Hill Road Bridge, which both cross interstate 95, require reparations. Lockwood Lane will require a full bridge closure, beginning on 6/26/23, while the Bare Hill Bridge will involve a partial closure starting 7/10/23. Duration of closures is unknown until exploratory work is complete. For more detailed information on the bridge repairs including detour maps and traffic mitigation plans, please visit www.boxfordma.gov/bridgerepairs
- **BBQ's at the Council on Aging:** Select Board member Costello invited residents to attend summer BBQ's on 6/28, and every other Wednesday beginning on 7/12 at 12:00PM. Reservations are required no later than 9AM on the day prior, unfortunately, walk-ins will be turned away. Price is \$5/pp for menu consisting of hamburgers, hot dogs, and at least one type of salad. Boxford Seniors may wish to take advantage of the no-cost COA van.
- **July 4th Parade:** Select Board member Stickney announced that the annual parade will begin at 9:55AM at Boy Scout Park (Cahoon Rd & Topsfield Rd). Spectators can view along Elm Street. Decorated bikes, trikes, wagons and

45 floats are all welcome and should arrive by 9:00am at Cahoon Road (parking at
46 Boy Scout Park). Do you have a tractor or classic ride to show off in the parade?
47 Contact John Rowan j.a.rowen@rowenstrings.com. For safety reasons, please
48 do not throw candy or other objects from vehicles or floats. The Agricultural
49 Commission invites you to the East Fire Station after the parade for hamburgers,
50 hotdogs and live music. Proceeds go to the firefighter's relief fund.
51

52 **6:40PM MEETING WITH BOXFORD FIRE CHIEF, BRIAN GEIGER**

53 Discussion on funding gap for Engine 4 and possible use of ARPA funds

54 Chief Geiger, Lt. Gould and Capt. Brown appeared to discuss the Engine 4 purchase
55 and reported that although funding in the amount of \$700,000 was previously authorized
56 in 2022, there is now a funding deficit of \$130,000. This amount is needed to purchase
57 a modern fire truck from NEFEA, the lowest bidder, and includes the cost of a new
58 version of the required specific engine motor (\$60,000.00). Total final cost is \$830,000.

59 Engine 4 will be the main vehicle/first-in truck out of the East Village fleet and will answer
60 all types of calls. It will be equipped with essential equipment such as a deck gun and
61 tanker. Engine 2 (purchased in 2013) will split duties with Engine 4 to keep them equally
62 utilized for wear and tear reasons.

63 These costs will be honored if paid by 6/30/23. ARPA Funds will be used for this
64 purchase. Due to budgetary concerns, ARPA suggested a delay in the purchase of
65 Rescue 1 for a short time, thus enabling the Town to not delay the acquisition of Engine
66 4, and to remain fiscally sound. Select Board member Perkins noted that it is imperative
67 to move quickly to sign all documentation to honor the price deadline. Select Board
68 member Costello asked about guarantee documentation being in place and the Chief
69 said we are locked into the current price.

70 Chairperson Jessel thanked Select Board member Chow-Menzer for her role in
71 resolving with the PBC the issue of allocated ARPA funds set aside for the generator at
72 10 Elm which was not needed. After questions and further discussion by Select Board
73 members, a motion was made.

74 On a **MOTION** made by **Costello**, second by **Stickney**, the Select Board
75 **VOTED** unanimously to approve the appropriation of \$130,000 of ARPA funding
76 towards the purchase of Engine 4 and to delay the purchase of Rescue 1
77 temporarily for budgetary purposes.

78 **Fire Department Update:**

79 **Statistics:** Since January 1st, the department has responded to 476 emergency calls
80 as compared to 388 over the same time period last year.

81 **Roster Update:** Retirees: Lt. John Philbin retired from the Call Fire Department. 21
82 years of service, 17 years as a Lieutenant.

83 Upcoming Retirees: Lt. Tamara Aghoian and Cpt. Peter Holland will have completed 20
84 years of service. They will join 8 other members who have served for 20 or more years.

85 **Citations:** Lt. Tamara Aghoian, FF. Kevin Foster, FF. Laura Foster, Chief Geiger, FF.
86 Amy Grady, Boxford Police Officer James Collins and Communication Dispatcher Leo
87 DeBole received a Unit Citation from North East Emergency Medical Service for their
88 response to a resident in labor with imminent delivery. The department was able to
89 deliver a healthy baby girl.

90 **New Apparatus:** Chief Geiger and Cpt. Brown will be traveling to Michigan to inspect
91 Engine 1. They are hopeful that it will be in service by the end of the summer. It will be
92 a HME 1500 gallon per minute pump with 2500 gallons of water (a 1500-gallon increase
93 over the older truck).

94 **Facebook:** Firefighters Anthony Micalizzi and Calum Tilston have done a fantastic job
95 of regularly updating Boxford's Fire Department Facebook page and are currently
96 highlighting members of the department. It is a great way for residents to meet some of
97 the responders and also understand how they might be able to fit into a role as a
98 firefighter.

99 **4th of July:** The Fire Department will once again invite residents to join them at the East
100 Fire Station following the parade festivities on the 4th of July.

101 **Misc:** Select Board member Stickney remarked about the Cancer Fund Raiser at Gillette
102 Stadium which FF. John Kirk organized. Firefighters had their heads shaved and
103 donated their hair to raise money for cancer patients. Fire Fighter Harrison Prinz, had
104 his shoulder length hair cut and donated it to a company that makes wigs for cancer
105 patients. Officer David Barker from the BPD also participated. Together over \$3,000 was
106 raised.

107
108 **7:00PM PUBLIC HEARING, NUISANCE OR DANGEROUS DOG**

109 On a **MOTION** made by **Stickney**, second by **Costello**, the Select Board
110 **VOTED** unanimously to open the Public Hearing on the matter of a Nuisance or
111 Dangerous Dog.

112 Select Board Chair Jessel opened the hearing by introducing Attorney Gregg Corbo,
113 who ran the hearing for the Town. She expressed that the Board was saddened that a
114 child was hurt and recognized that the situation has been very difficult for all involved.
115 All present were then sworn in by Attorney Corbo and swore to tell the truth.

116 Attorney Corbo explained how the hearing was to be conducted in terms of appropriate
117 behavior, protocol, and the order of the proceedings.

118 A complaint and evidence were presented by Mr. and Mrs. John Callahan, of 16
119 Wyndmere Drive, that on April 15, 2023 their 8-year-old granddaughter was attacked
120 and bit by a dog named Star, who is owned by Mr. and Mrs. Neil Judd. This occurred

121 while she was in the Judd's driveway with one of the Judd children and several others.
122 She received 5 stitches for a very deep wound and multiple butterflies over another 10-
123 12 wounds. They stated that there was a considerable loss of much blood from this
124 unprovoked attack and that she has been recovering over a period of 9 weeks. She
125 experienced a panic attack while at a fair where dogs were present, as a result of the
126 attack. Their testimony included graphic photos of the injuries and a report on the
127 progress of the child. The Callahan's testimony also strongly purported that they feel
128 that this type of attack will happen again. They had expected the dog to be re-homed
129 or sent back to the agency from where she came, which is not the case. They are
130 seeking resolution from the Select Board since communications have broken down
131 between the parties.

132 Interim Dog Inspector Kevin Nichols appeared and gave testimony regarding his
133 response to the report he received from ACO Ellen Phillips. He visited the Judd's
134 home and since all dogs who bite people or other animals are subject to a ten-day
135 quarantine, he placed Star under house quarantine. He found Star to be unremarkable
136 in terms of aggressive behavior, other than barking as he approached the house,
137 which he noted is normal for most dogs. After ten days, when Inspector Nichols
138 returned to observe Star, he found the dog to be fine and thus released her. He also
139 noted that there has been no previous reports or history of problems with Star, that
140 there is no leash law in the Town of Boxford, that dogs can and do bite, even their
141 owner, and that by statute, dogs can protect their owner. The dog was licensed and
142 did have rabies shots.

143 Next, Mr. and Mrs. Justin Judd of 20 Wyndmere Road, appeared. The Judd's did not
144 dispute that a bite occurred. They apologized and are sorry that the incident occurred.
145 They reported that they took action to determine how best to proceed with Star. They
146 presented evidence that Star has had a Behavioral Assessment Report completed by
147 Rod Sutcliffe, a professional behavioral trainer, and that Mr. Sutcliffe feels that Star is
148 fine and that no further action, re-homing or training is necessary or warranted. The
149 Judd's assert that their dog has never had any problems with the numerous children
150 that visit their home or with their own kids. Mrs. Judd mentioned that perhaps Star was
151 startled by the very loud approach of approximately ten children, and that she does bark
152 at anyone wearing a hat. The bite victim was wearing a black bike helmet, but she
153 asserts that there is no way to really know what triggered this situation. In fact, no one,
154 from either side, can attest to having seen the bite occur. Mr. Judd quoted M.G.L law
155 relative to dogs not being considered dangerous if they are defending their owners and
156 he believes that this may have been the case. They stated that many of their neighbors
157 do not have any concerns about their dog.

158 The Board asked numerous clarifying questions of the Judd's regarding what led up to
159 the incident, and of the incident itself.

160 Attorney Corbo asked what the Judd's are willing to do to ensure that this does not
161 happen again. The response was that they already have a remote dog collar and are

162 not opposed to using a leash when walking the streets, but not on trails. They crate their
163 dog and have stopped using the garage door as an entrance for visitors.

164 Mr. and Mrs. Justin Willette, neighbors and friends, appeared in support of Star and the
165 Judd's, stating that they were sorry this happened but that they have no concerns that
166 their children are safe when visiting the Judd's.

167 The Callahans were given an opportunity to rebut and stated that Star occasional does
168 get out and run around the neighborhood and that another child was also wearing a
169 helmet that day. They suggest the definition of a dangerous dog is clear and there are
170 seven remedies in these situations. They do not expect euthanizing but hope the Board
171 considers some of the other seven remedies to help them feel reassured.

172 At this point, the Select Board asked more clarifying questions and moved to close the
173 evidentiary part of the hearing.

174 On a **MOTION** made by **Costello**, second by **Perkins**, the Select Board **VOTED**
175 unanimously to close the evidentiary part of the public hearing.

176 Attorney Corbo explained Board options for findings as follows: 1) They can find the dog
177 a nuisance dog, 2) a dangerous dog, or 3) neither. If they find it to be neither, they can
178 dismiss the complaint and take no further action. If they find the dog is a nuisance or
179 dangerous dog, the question becomes what remedy does the Board wish to impose to
180 abate either. He reviewed and paraphrased the definition of attack; a bite is considered
181 an attack. He defined dangerous vs. nuisance dog. To find the dog to be dangerous it
182 has to have attacked a person, or animal without justification. Justification is defined in
183 numerous ways such as protecting itself, its offspring or owner, being teased, etc. If
184 found to be a nuisance dog, it would adhere to the theory that it was an attack that was
185 not a grossly disproportionate reaction under the circumstances, not a desired or
186 tolerated response, but not very severe. In other words, a lesser threat.

187 Select Board member Costello called for a motion, which was seconded by Perkins to
188 not categorize Star as a nuisance, however Select Board Chair Jessel asked for further
189 discussion and if the Board could impose conditions if they find Star to be neither a
190 nuisance nor dangerous. Attorney Corbo answered that yes, they can still impose
191 reasonable conditions that the dog be controlled.

192 On a **MOTION** made by **Costello**, second by **Perkins**, not to categorize Star as
193 a nuisance. This motion was not voted on.

194 This Motion was later withdrawn by **Costello**, seconded by **Perkins**.

195 Discussion ensued among the Board and neither Select Board member Costello nor
196 Select Board member Perkins can categorize Star as a nuisance. To them, nuisance
197 signifies ongoing issues and testimony did not support that. Select Board member
198 Costello also does not think that Star is not a dangerous dog but would like to see some
199 temporary controls placed on Star at a minimum. Select Board member Stickney is

200 concerned that the dog has the potential for this to happen again and would not feel
201 comfortable walking in that neighborhood unless Star was either behind a fence or
202 restrained somehow. Select Board Chair Jessel suggested that if Star is off property
203 she should be on a leash. Select Board member Perkins asked if the Judd's would
204 consider an invisible fence. Mr. Judd said he would hesitate because his dog plays with
205 the neighbor's dog.

206 Police Chief Riter spoke and strongly suggested that the Board recommends an
207 invisible fence be installed since he has seen how well they work. He described how
208 these fences work and is confident that it would be the best solution.

209 Attorney Corbo's opinion is that if the dog were confined to the property and on a leash
210 when off property, he would not be considered a nuisance or dangerous as he now may
211 well be. Due to the bite, it is appropriate to reevaluate Star's containment. It would be
212 reasonable to consider this as a warning, and rather than find the dog as a nuisance or
213 dangerous, provide set conditions with which to comply. If the Board follows this
214 recommendation, it would be a significant concession, as it gives the owners some
215 slack. If, on the other hand, the Board finds this dog to be dangerous and there is
216 another bite, there could be serious penalties, up to an including surrendering the dog to
217 animal control, no dog ownership for five years, and fines and/or imprisonment. He feels
218 the Board may wish to implement a hybrid solution and conditions where Star must be
219 confined with an invisible or actual fence while on property and be on a leash when
220 taken off property.

221 Attorney Corbo feels that there is enough evidence here to justify the finding of a
222 nuisance dog, and it justifies the issuance of an order that must be complied with,
223 whether or not the Judd's agree.

224 After many Select Board questions and discussion, a motion was made.

225 On a **MOTION** made by **Stickney**, second by **Chow-Menzer**, the Select Board
226 **VOTED** unanimously to dismiss the complaint subject to the following
227 conditions:

- 228 1) Star must be confined to property by a suitable fence or other technology to
229 keep the dog within the borders of your property without the need for owner's
230 intervention.
- 231 2) Within 30 days, the Animal Control Officer must attest that they are satisfied
232 that the dog has been properly contained. Fencing is subject to reasonable
233 time extensions at the discretion of the Town Administrator, up to 15 days.
- 234 3) Within 6 months the ACO must report any violations of dog not being
235 contained
- 236 4) Star must be held on a leash and be accompanied by a responsible adult
237 when taken off property

238

239 **8:00PM REPORT OF THE TOWN ADMINISTRATOR**

240 Appointment of Director of Finance

241 A discussion and review of Chapter 11 Article 4 of the Town Bylaws ensued. It was
242 determined that it is appropriate, and suggested that Assistant Town Administrator
243 Sweeney's be appointed as Director of Municipal Finance for a period of three years.
244 This is in light of the fact that he does already work with the Budget and Finance
245 Committees since the Finance Director/Town Accountant Kathy Benevento's retirement.

246 On a **MOTION** made by **Stickney**, second by **Perkins**, the Select Board
247 **VOTED** unanimously by roll call vote to change the job description of Assistant
248 Town Administrator Brendan Sweeney and to appoint him Director of
249 Municipal Finance through 6/30/26.

250 **Update on Dorman Property:** DeRosa Environmental conducted the site visit on the
251 Dorman property and found no evidence of any hazardous materials; the Phase I
252 Environmental report was received 6/12/23 to that effect and no further work is needed.
253 The Town Administrator recommended to proceed with the sale of the property by June
254 30th. No motion was necessary.

255 **Eagle Scout Project:** For Board information only, Amy Klanderman, working with
256 BTA/Bolt, is undertaking a Star Gazing Project. The structure is to be installed at
257 Millbrook Fields Farm. It will display the constellations in a night sky and has been
258 approved by the Conservation Commission. Ms. Klanderman wanted to apprise the
259 Board. The structure itself was reviewed and reminders given to contact DigSafe and
260 the Town Engineer.

261 **8:15PM MEETING WITH 10 ELM COMMUNITY COMMITTEE**

262 This meeting is postponed until next meeting.

263 **8:30PM ROUTINES**

264 Appointments

265 The Board reviewed two lists; the Appointments/Reappointments of Updated Boards
266 and Committees as well as various Town Officers. The updated lists were discussed
267 and accepted as written, noting that two Town positions currently remain vacant. Also of
268 note, Select Board member Perkins was inadvertently omitted from the Adaptive Reuse
269 Building Committee.

270 On a **MOTION** made by **Costello**, second by **Stickney**, the Select Board
271 **VOTED** unanimously by roll call vote to approve the listing of Town Officers as
272 presented.

273 On a **MOTION** made by **Stickney**, second by **Perkins**, the Select Board
274 **VOTED** unanimously by roll call vote to approve the members of the Adaptive
275 Reuse Building Committee for a term expiring 6/30/24, including Dan Anastos,
276 Robert Gore, Richard O'Brien, Becky Potts and Peter Perkins.

277 On a **MOTION** made by **Costello**, second by **Stickney**, the Select Board
278 **VOTED** unanimously by roll call vote to approve the remainder of the listing of
279 Boards and Committees.

280

281 **MISC:**

282 Select Board member Costello commented on how Georgetown and Topsfield have
283 attractive hanging plants in their towns, while Boxford does not.

284 Select Board member Perkins would like to see boundaries identified and marked for
285 the Morse Library which would illustrate the ball fields or determine if a plot plan already
286 exists of the area.

287 Select Board members Perkins and Chow-Menzer discussed Verizon's poor reception
288 in the area of East Lawrence Rd. and Verizon's plan to speak to someone in that area.

289 **8:40PM ANY OTHER BUSINESS TO COME BEFORE THE BOARD**

290 None

291

292 **8:45PM EXECUTIVE SESSION:**

293 On a **MOTION** made by **Jessel**, second by **Stickney**, the Select Board VOTED
294 unanimously by roll call vote to go into Executive Session for the purpose of
295 discussing where we stand with the Andrews Farm Water situation, and
296 declared that an Executive Session is necessary since an open public
297 discussion may have a detrimental effect on the negotiating, bargaining
298 or litigating position of the Board of Selectmen, and upon completion of
299 the Executive Session to return to open session and immediately adjourn
300 without conducting any further business.

301

302

303 **ADJOURN**

304 Respectfully submitted,
305 *Donna M Grieco*
306 Minutes secretary

307

308 Next Meeting – July 10, 2023

309

- 310 Documents either distributed to the Select Board before the meeting in a
311 packet, or at the meeting:
- 312 1. Agenda: June 12, 2023
 - 313 2. Announcement: Annual 4th of July Road Race
 - 314 3. Announcement: Traffic Advisory Bridge Repairs/Closures
 - 315 4. Announcement: BBQs at the Council on Aging
 - 316 5. Communication from Fire Chief to Town Administrator, Re: New
317 Engine 4, June 7, 2023
 - 318 6. Town of Boxford's American Rescue Plan Act (ARPA) Coronavirus
319 Local Fiscal Recovery Fund (CLFRF) Award Tracker
 - 320 7. Update: Fire Department Update
 - 321 8. Hearing Materials: Complaint and response to complaint relative to
322 a dog bite, Nuisance or Dangerous Dogs Law, and related
323 materials including M.G.L c.140, § 157, background information,
324 letters of support and text messages
 - 325 9. Communication from the Asst. Town Manager to the Select Board,
326 Re: Director of Municipal Finance Appointment, 6/22/23
 - 327 10. Background/Listing: Reappointments – Boards and Committees
 - 328 11. Background/Listing: Reappointments – Town Officers

DRAFT – Staff Recommendation

July __, 2023

CERTIFIED MAIL – RETURN RECEIPT REQUESTED
FIRST CLASS MAIL

Mr. Mark Favaloro, President
Andrews Farm Water Company, Inc.
36 Andrews Farm Road
Boxford, MA 01921

Mark Favaloro, Esq.
Favaloro Law
295 Bendix Road, Suite 210
Virginia Beach, Virginia 23452

**ORDER TO MAINTAIN WATER SUPPLY
TO PREVENT PUBLIC HEALTH EMERGENCY**

In accordance with the provisions of Massachusetts General Laws, Chapter 139, Section 3 and Massachusetts General Laws, Chapter 111, Section 123, you are hereby **ORDERED** to continuously and without interruption maintain the public water supply serving approximately 53 single-family residential dwellings in the Town of Boxford, within a community known as “Andrews Farm”, and you are hereby prohibited from terminating said water service to any or all residences unless and until an alternative water supply is brought on line.

As you are aware, by the terms of a Comprehensive Permit issued by the Town of Boxford Zoning Board of Appeals dated January 28, 1991, the Andrews Farm Water Company, Inc. was formed to provide a supply of potable water to approximately 53 single family residences within the Andrews Farm Community. The Community has no other source of potable water. In written correspondence dated June 6, 2023, you indicated that you intend to discontinue the Water Company’s operations on July 25, 2023, which means that approximately 53 residences in the Town of Boxford will be without a source of potable water for drinking, cooking and bathing. This is a serious condition that is deemed to endanger or materially impair the health and safety of residents. See 105 CMR 410.630(A)(1).

The Select Board hereby finds that the termination of the supply of potable water to the Andrews Farm community will create a public health emergency, rendering approximately 53 residential dwellings uninhabitable, and will result in a nuisance and/or cause of sickness within the Town of Boxford. It is, therefore, clearly within the authority of the Board to issue this order to ensure that you do not create such a public health emergency by disregarding your legal obligation to provide water to those residents and the Board hereby orders that you take any and all actions necessary to ensure the continuity of said water supply. Please be advised that the Board does not accept your excuses or claims of financial insolvency, as such claims have already been rejected by the Bankruptcy Court.

Please be advised that the Town will take the necessary actions to prevent such public health emergency and to require you to fulfill your legal obligations with respect to the Andrews Farm water supply. Should you fail to comply with the terms of this Order, in addition to other

available remedies, the Town will seek the assessment of fines and penalties in the maximum amount authorized by law. See, M.G.L. c. 111, §123 (any person who violates an order to abate public health nuisance “shall forfeit not more than one thousand dollars for every day during which he knowingly violates such order.”).

ON BEHALF OF THE BOXFORD
SELECT BOARD

DRAFT

Executive Session Motion

I move that the Select Board enter into 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
- To conduct strategy sessions in preparation for negotiations with nonunion personnel

and declare that an Executive Session is necessary since an open public discussion may have a detrimental effect on the negotiating or bargaining position of the Select Board.

The Select Board will adjourn upon conclusion of the Executive Session and not be returning to open session.