



BOARD OF SELECTMEN
Meeting Minutes
June 25, 2012

Approved: August 27, 2012

PRESENT: Les Fox, Chair; Frank Powers, Clerk; Raid Suleiman, Member; Vincent Amoroso, Member; and Robert Stemple, Member

ABSENT: Selina Shaw, Town Administrator

ALSO PRESENT: Cheryl Mahoney, Department Assistant

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

Chair Fox called the meeting to order at 6:30 P.M. in the Grange Meeting Room of Town Hall.

ANNOUNCEMENTS

Chair Fox read the announcements.

APPOINTMENTS

- Fire Chief Randolph T. White was present to discuss the status of the hose wagon refurbishment and the Assistance to Firefighters Grant for communication equipment. Town Accountant Michael Guzzo was also present. Chief White updated the Selectmen on the hose wagon refurbishment - referring to his memorandum, supporting documentation and photos, provided. During the refurbishment work, the contractor discovered that the pump mechanism was beyond repair. This additional work was not anticipated when Chief White had prepared his estimated cost for this project. The Chief also reported that there are several safety equipment upgrades that he feels are necessary for the safety of his crew and to bring the vehicle up to current standards. The existing safety equipment is original to the vehicle (1984). These safety equipment upgrades were already calculated into this project. Town Accountant Guzzo provided his input on the funding component. Chief White and Accountant Guzzo will work together on this.
- Chief White discussed the status of the Town's application for the Assistance to Firefighters Grant for communication equipment. The Town has applied for this Grant program numerous times, but never been awarded funding. He will be applying again, but this time he is taking a regional approach (Boxborough, Stow & Littleton) for improved radio frequency equipment. Chief White explained what this project would entail; the infrastructure needs that will be addressed and Boxborough's proportional participation in this project. The Chiefs and the Town Administrators from these communities have been working together on this application. Chief White asked for the Selectmen's support in this and requested that our various legislators also be approached about supporting this application. The State Fire Marshal will also be asked to support this. The preparation of this application has become a shared effort and any assistance is welcome. Member Powers moved to authorize Chief White to submit the AFG application along with the towns of Littleton and Stow, and further to authorize Chair Les Fox to submit a letter on behalf of the Board in support of the regional Assistance to Firefighters Grant application. Seconded by Member Stemple. **Approved 5-0.**
- The Selectmen took up the appointment/re-appointment of the members to various town boards:
 - ◇ Nancy Kumaraswami and Marion Powers and ABCC candidate, Todd Davis, were present to update the Selectmen on ABCC activities; for Kumaraswami's and Powers' re-appointment to the Acton-Boxborough Cultural Council; and to introduce Todd Davis as a candidate for appointment. Member Suleiman moved to re-appoint Nancy Kumaraswami, and Marion Powers to the Acton-Boxborough Cultural Council and to also appoint Todd Davis to the Acton-Boxborough Cultural Council for all for terms of three years from July 1, 2012 to June 30, 2015, or until a successor is appointed by this Board. Seconded by Member Powers. **Approved 5-0.**

The Board took Agenda Item 7a, out of order.

NEW BUSINESS

- Member Powers moved to accept with regrets and place on file the resignation of Patricia Gayowski from the Council on Aging. Seconded by Member Suleiman. **Approved 5-0.**

APPOINTMENTS (Continued)

- ◇ CoA Members, Barbara Wheeler, Sonali Bhatia, and Frank Sibley and CoA candidate, Liz West, were present to update the Selectmen on CoA activities; for Bhatia's & Sibley's re-appointment and to discuss the appointment of Liz West and Lauraine Harding. Member Powers moved to re-appoint Sonali Bhatia, Frank Sibley and to also appoint Liz West to the Council on Aging all for terms of three years, from July 1, 2012 to June 30, 2015, or until a successor is appointed by this Board. Seconded by Member Suleiman. **Approved 5-0.** Though she was not present, Member Powers moved to appoint Lauraine Harding to the Council on Aging, to complete the unexpired term of Patricia Gayowski, term effective June 25, 2012 through June 30, 2013. Seconded by Member Suleiman. **Approved 5-0.**
- ◇ Tamar MacFadyen provided an update on Board of Registrars activities; noting that she has enjoyed her time on the Board. Member Powers moved to re-appoint Tamar MacFadyen to the Board of Registrars for a term of three years, from July 1, 2012 to June 30, 2015, or until a successor is appointed by this Board. Seconded by Member Powers. **Approved 5-0.**
- ◇ Brian Morrison was present seeking appointment to the Agricultural Commission. He spoke about his roots in Town and protecting our agricultural heritage. Chair Fox moved to appoint Brian Morrison to the Agricultural Commission for a term of three years, from July 1, 2012 to June 30, 2015, or until a successor is appointed by this Board. Seconded by Member Powers. **Approved 5-0.**
- ◇ Rebecca Neville was present seeking appointment to the Cemetery Commission. She was the Cemetery Commission's liaison while she was a Selectman. She noted that it is important that potential future cemetery sites be identified. Member Powers moved to appoint Rebecca Neville to the Cemetery Commission for a term of three years, from July 1, 2012 to June 30, 2015, or until a successor is appointed by this Board. Seconded by Member Suleiman. **Approved 5-0.**
- ◇ Chair Fox moved to appoint Robert Stemple to the Design Review Board as the Selectmen's designee for a term of three years, from July 1, 2012 to June 30, 2015, or until a successor is appointed by this Board. Seconded by Member Powers. **Approved 5-0.**
- ◇ Member Suleiman moved to re-appoint Francis J. Powers to the Metropolitan Area Planning Council (MAPC), as an alternate member for a term effective immediately through April 30, 2015, or until a successor is appointed by this Board. Seconded by Member Stemple. **Approved 5-0.**
- ◇ Member Suleiman moved to re-appoint Francis J. Powers to the Montachusett Regional Transit Authority (MART) Representative (June 30, 2013) for one year term, from July 1, 2012 to June 30, 2013, or until a successor is appointed by this Board. Seconded by Chair Fox. **Approved 5-0.**
- ◇ Kevin Mahoney was present seeking appointment to the Historical Commission. Member Powers moved to appoint Kevin Mahoney to the Historical Commission for a term of two years, from July 1, 2012 to June 30, 2014, or until a successor is appointed by this Board. Seconded by Chair Fox. **Approved 5-0.** Subsequently, BHC members Shirley Warren and Alan Rohwer appeared and updated the Selectmen on Historical Commission activities, for Warren's & Rohwer's re-appointment and to discuss the appointment of Kevin Mahoney and Trena Minudri to the Commission. Member Powers moved to re-appoint Shirley Warren and Alan Rohwer to the Historical Commission for terms of three years, from July 1, 2012 to June 30, 2015, or until a successor is appointed by this Board. Seconded by Member Suleiman. **Approved 5-0.**

The Board took Agenda Item 7b, 4 (a-e), 7c and 7d, out of order.

NEW BUSINESS (Continued)

- The Selectmen took up discussion on a DPW Reserve Fund Transfer Request for Fuel Expenses. Member Stemple moved to forward to the Finance Committee for approval the request to transfer \$1,700 from the Reserve Fund to account #001-429-5400-5482, Public Works – Fuel Expense. Seconded by Member Powers. **Approved 5-0.**

MINUTES

- Member Powers moved to accept the minutes for the Regular Session of April 30, 2012, as revised and the Executive Sessions of June 11, 2012, June 19, 2012; June 19, 2012 (BoS Contract Negotiating Team); and June 20, 2012 (BoS Contract Negotiating Team) as written. Seconded by Member Suleiman. **Approved 5-0.**

NEW BUSINESS (Continued)

- Member Powers opened discussion on the ratification and execution of agreement with the United Church of Christ, Congregational (UCC), Boxborough, for the lease of Fellowship Hall. Town Meeting approved the Selectmen's execution of this lease. Member Powers reviewed the general terms of the lease. Member Powers moved to ratify and authorize Selectmen Chair, Les Fox, to execute a lease agreement between the Town and the United Church of Christ Congregational (UCC), Boxborough, for the purpose of using the Fellowship Hall as a community center for the period July 1, 2012 through June 30, 2014. Seconded by Member Suleiman. **Approved 5-0.**

APPOINTMENTS (Continued)

- ◇ Dennis Reip provided an update on Conservation Commission activities and their objectives for the coming year. Member Amoroso moved to re-appoint Dennis Reip to the Conservation Commission for a term of three years, from July 1, 2012 to June 30, 2015, or until a successor is appointed by this Board. Seconded by Member Suleiman. **Approved 5-0.**
- ◇ Abby Reip and Larry Grossman were present to update the Selectmen on Energy Committee activities and to be re-appointed to the Energy Committee. Member Amoroso moved to re-appoint Abigail Reip and Larry Grossman to the Energy Committee for terms of three years, from July 1, 2012 to June 30, 2015, or until a successor is appointed by this Board. Seconded by Member Suleiman. **Approved 5-0.**

NEW BUSINESS (Continued)

- Member Stemple opened discussion on his submitted Disclosure by Special Municipal Employee of Financial Interest in a Municipal Contract. Member Stemple advised that he has an opinion from Town Counsel regarding his service as a Selectman and also working as a per-diem firefighter. It was opined that there is no apparent conflict however it was advised that a public disclosure should still be filed with the Town. Chair Fox moved to approve the exemption filed by Robert T. Stemple under c.268A § 20(d) regarding his financial interest in a contract made by the Boxborough Fire Department. Seconded by Member Powers. **Approved 5-0.**

SELECTMEN REPORTS

- Member Powers reported on the last Council on Aging meeting. There was discussion on this year's re-appointments and of those new members appointed tonight. The demand for MART van services has increased and there was an in-depth discussion as to the Town's transportation assessment; calculations/formulas and allocations.

He also reported that he has participated in several contract negotiation meetings.

He reported that he participated in the Friday's Selectmen's meeting concerning a personnel matter.

Member Powers further reported that he has been participating in the UCC lease negotiations.

- Member Stemple reported that he will be attending his first FinCom meeting on July 9th.
- Member Suleiman reported that he also attended Friday's Selectmen's meeting.

He further reported that he continues to meet with the Town Hall staff as part of TA Shaw's evaluation/review process.

- Member Amoroso reported that the ConsCom is considering recommending the acquisition of land off of Liberty Square Rd. They will be investigating this matter over the next several months. They are hoping to have something to present to the Selectmen for next year's Town Meeting.

He also reported on the Regional School Study Committee. He has attended his first meeting as the Selectmen's representative. He advised the Selectmen of the Committee's rough timeline and the group's efforts in community outreach and soliciting input. A flyer advertising the Committee's website is going out in the upcoming property tax bills in both communities. They intend to provide an on-line survey on the Study Committee's website. The newspaper will be contacted about establishing a regular section for information from this group.

- Chair Fox reported that he participated in a recent BLF meeting. A major item was a wrap up of this year's ATM and budget preparation. Interest was also expressed in re-establishing an Economic Development group. Member Suleiman and FinCom Chair Raad have offered to work on this. The intention is to discuss this at the Selectmen's Goals Workshop in September.

He reported that he participated in the union discussions with Member Powers.

Chair Fox reported that he manned Stow Road booth at Fifer's Day and was pleased with the interest shown and the input received. The intention is to have a similar booth as the Harvest Fair.

CONCERNS OF THE BOARD

- There was discussion on the recent filing submitted regarding the proposed Minuteman Village development off of Stow Road. Chair Fox provided a summary and update on the materials submitted and activities related to it.
- FinCom Chair Raad and Member Niro were present and updated the Selectmen on recent FinCom activities, the selection of Officers for FY 13 and the five vacancies they will have on their board as of July 1st. Also FinCom Chair Raad notified the Selectmen that he would be willing to be re-appointed as the FinCom representative of the Affordable Housing Trust.

APPOINTMENTS (Continued)

- Ed Whitcomb was present to discuss his re-appointment to the Steele Farm Advisory Committee and to discuss the status of the Steele Farm preservation restriction. Member Stemple moved to re-appoint Edward Whitcomb to the Steele Farm Advisory Committee for a term of three years, from July 1, 2012 to June 30, 2015, or until a successor is appointed by this Board. Seconded by Member Suleiman. **Approved 5-0.**
- Chris Rodstrom of the Trustees of the Reservation (TTOR); Alan Rohwer, Historical Commission and Edward Whitcomb and Bruce Hager, Steele Farm Advisory Committee, were present to review the status of the Steele Farm preservation restriction. Representatives of the Boxborough Historical Society and Boxborough Conservation Trust and other interested parties were also present. Chair Fox provided background on this and Rohwer provided an update on the group's efforts. They have received input from both of the necessary state agencies, and preliminary approval of the proposed language. It will need to be vetted by various Town boards/committees and then the public. Tonight's discussion is a prelude to submitting it to Town Counsel. There was review of some of the terms in this document. The current language is within "the margins" of acceptable verbiage for these state agencies. There have been changes to some of the technical wording to satisfy these agencies. Hager offered to forward informational materials that may address some of the items being discussed tonight. There was discussion on the stakeholders' roles and responsibilities. BHC Chair Rohwer opined that the National Register material addresses the historical aspects. The Selectmen will submit questions/concerns, within the next thirty days, to be collated for forwarding to Town Counsel. It is important that we engage the public as we move forward.

ADJOURN

- At 9:45 PM Member Powers moved to adjourn. Seconded by Member Suleiman. **Approved 5-0.**

SELECTMEN'S ANNOUNCEMENTS

JUNE 25, 2012

The necessary contact information is available at the end of these announcements.

- A good time was had by all at this year's **Fifer's Day**. Thanks to the Minutemen and Public Celebration Committee for all their hard work in making this day possible. Congratulations to Buzz Tremblay this year's Golden Fife recipient and Mary Pavlik for being chosen as Parade Marshall.
- The **Stow Road Concept Development Committee** thanks all who stopped by their booth on Fifer's Day to provide input. The committee will continue reaching out to residents to hear what you would like to see built at 72 Stow Road. There will be a booth and update at Boxborough's Harvest Fair on Sept 8. Meanwhile to provide your thoughts, please go to the Link on the Town's website under "NEWS" for background on the project and to provide your opinion by completing a brief on-line "Suggestion Box" survey.
- The Town is also conducting a Transit Service Survey to better understand the transportation needs of residents. Go to the Link on the Town's website under "NEWS" to provide your opinion by completing a brief on-line survey or to print out a paper copy for submission.

- Tonight the Board of Selectmen begins its annual appointment process for the fiscal year beginning July 1 and will be meeting with Boxborough citizens who have expressed an interest in serving the town. Our boards and committees provide the backbone to town government, which could not succeed without the valuable contributions of its citizens. We applaud those who continue to dedicate their time to the operations of the town. Please consider participating. You will find it to be a worthwhile and rewarding experience. Remember Town Government Begins with You !!

We are aware of vacancies which will need to be filled on the following committees: the Airport Study Committee (1); Boxborough Information Technology Committee (2); Conservation Commission (1), Energy Committee (1-2); Public Celebrations & Ceremonies Committee (1); Recreation Commission (3); and Steele Farm Advisory Committee (2). Also the Design Review Board is seeking an at-large member and the Zoning Board of Appeals is seeking an alternate member.

- **The Transfer Station will be closed next Wednesday, July 4th in observance of Independence Day, and open for normal Saturday hours - July 7th.**

- **FY 2013 Transfer Station stickers are now being distributed.** If you have not yet submitted your application, forms may still be obtained at Town Hall, the Town's website or at the Transfer Station. Please refer to the application for an explanation of fees. Note that after July 31, fees go up, so remember to apply soon. Once your application has been submitted and processed, you can have your sticker affixed to your vehicle at the Transfer Station shed during regular operating hours. Please note applications can only be processed by the Tax Collector, at Town Hall, 29 Middle Road, and will not be accepted at the Transfer Station.

- The **Central Mass Mosquito Control Program** personnel intend to be in Town to investigate residents' complaints about mosquitoes on July 3rd, 10th, 17th, 24th and 31st. Complaints about mosquitoes may be made by calling the CMMCP at 508-393-3055. Notice of the CMMCP spraying schedule is posted on their phone system daily after 3:30 PM and also available on their website: www.cmmcp.org.

- School is out for the summer and we ask drivers to use extra caution as many children and adults are out walking and biking during the warmer weather.

- The **Acton-Boxborough Farmers' Market** is back and will run through October. The market is located on Pearl Street just off of Mass Ave./Route 111 in West Acton Village and is open on Sundays from 10 AM to 1 PM.

➤ **Save the date....**

The Boxborough Harvest Fair, previously known as the Agricultural Fair, will be held on Saturday, September 8th at the Boxborough Town Hall and UCC Church. More information will be provided in the coming months.

- Town Departments welcome your questions and feedback on services. Please contact them through the email hyperlink appearing on each department's web page, give them a call or stop in to chat. If you are unable to stop in during normal office hours, don't hesitate to call and make an appointment for a mutually convenient time outside of normal hours.

- The Selectmen want to hear from you and invite residents to contact them regarding issues of concern. The Board can be contacted via e-mail from the link on the Selectmen's webpage.

Contact information is available on the town website: <http://www.town.boxborough.ma.us> or you may call Town Hall at 978-263-1116 if you have any questions.

- The Selectmen can be contacted directly at selectmen@town.boxborough.ma.us.
- If you wish to find out more about **volunteer opportunities** on Town boards or committees contact Town Administrator Selina Shaw Selina.shaw@town.boxborough.ma.us
- For more information on the Acton-Boxborough Farmers Market go to www.abfarmersmarket.org ; or find them on Facebook – Acton-Boxborough Farmers Market.
- **To start planning on entering or for more information on the 2012 Boxborough Harvest Fair** go to www.boxboroughfair.org ; or find them on Facebook - Boxborough Harvest Fair.



BOARD OF SELECTMEN
Meeting Agenda
June 25, 2012
Boxborough Town Hall
Grange Meeting Room

1. CALL TO ORDER, 6:30 PM

2. ANNOUNCEMENTS

3. APPOINTMENTS

- a) Fire Chief Randolph T. White
- i. Hose wagon refurbishment
 - ii. Assistance to Firefighters Grant for communication equipment
Move to authorize Chief White to submit the AFG application along with the towns of Littleton and Stow, and further to authorize BoS Chair Les Fox to submit a letter on behalf of the Board in support of the regional Assistance to Firefighters Grant application
- b) Various board members to be considered for (re)appointment for terms effective July 1, 2012 through June 30, 2015, unless otherwise noted
- i. Nancy Kumaraswami, Acton Boxborough Cultural Council
 - ii. Marion Powers, Acton Boxborough Cultural Council
 - iii. Todd Davis, Acton Boxborough Cultural Council (June 30, 2014) – new member
 - iv. Sonali Bhatia, Council on Aging
 - v. Frank Sibley, Council on Aging
 - vi. Elizabeth West, Council on Aging – new member
 - vii. Lauraine Harding, Council on Aging, to complete the unexpired term of Patricia Gayowski, term effective June 25, 2012 through June 30, 2013 – new member
 - viii. Shirley Warren, Historical Commission
 - ix. Kevin Mahoney, Historical Commission (June 30, 2014) – new member
 - x. Tamar MacFadyen, Board of Registrars
 - xi. Rebecca Neville, Cemetery Commission – new member
 - xii. Dennis Reip, Conservation Commission
 - xiii. Abigail Reip, Energy Committee
 - xiv. Larry Grossman, Energy Committee
 - xv. Brian Morrison, Agricultural Commission – new member
 - xvi. Edward Whitcomb, Steele Farm Advisory Committee
 - xvii. Alan Rohwer, Historical Commission
 - xviii. Robert Stemple, Design Review Board (BoS designee) – new member
 - xix. Francis J. Powers, Metropolitan Area Planning Council (MAPC), alternate member (April 30, 2015)
 - xx. Francis J. Powers, Montachusett Regional Transit Authority (MART) Representative (June 30, 2013)
- c) Chris Rodstrom, Trustees of the Reservation; Alan Rohwer, Historical Commission and Edward Whitcomb and Bruce Hager, Steele Farm Advisory Committee, to review current state of the Steele Farm preservation restriction
- d) Citizens' concerns

VOTE:

4. MINUTES

- a) Regular session – April 30, 2012
- b) Executive session, June 11, 2012
- c) Executive session, June 19, 2012

ACCEPT & POF
ACCEPT & POF
ACCEPT & POF

- d) Executive session (Contract Negotiating Team), June 19, 2012
- e) Executive session (Contract Negotiating Team), June 20, 2012

ACCEPT & POF
ACCEPT & POF

5. SELECTMEN REPORTS

6. OLD BUSINESS

7. NEW BUSINESS

- a) Resignation of Patricia Gayowski from the Council on Aging
Move to accept with regrets and place on file the resignation of Patricia Gayowski from the Council on Aging ACCEPT & POF
[Please take this out of order before # 3 a vii]

- b) Reserve Fund Transfer Request – DPW Fuel Expense
Move to forward to the Finance Committee for approval the request to transfer \$1,700 from the Reserve Fund to account #001-429-5400-5482, Public Works – Fuel Expense VOTE:

- c) Ratification and execution of agreement with the United Church of Christ, Congregational (UCC), Boxborough, for the lease of Fellowship Hall
Move to ratify and authorize BoS Chair Les Fox to execute a lease agreement between the Town and the United Church of Christ, Congregational (UCC), Boxborough, for the purpose of using the Fellowship Hall as a community center for the period July 1, 2012 through June 30, 2014 VOTE:

- d) Disclosure by Special Municipal Employee of Financial Interest in a Municipal Contract
Move to approve the exemption filed by Robert T. Stemple under c. 268A § 20(d) regarding his financial interest in a contract made by the Boxborough Fire Department VOTE:

8. CORRESPONDENCE

ACCEPT & POF

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

9. PRESS TIME

10. CONCERNS OF THE BOARD

11. ADJOURN



Boxborough Fire Department

502 Massachusetts Avenue
Boxborough, MA 01719

Business 978-263-7546 Fax 978-263-0038
www.boxboroughfire.com

Randolph T. White
Fire Chief

The Town appropriated the sum of one million dollars in FY-2008 to purchase and equip a new Pumper, Tender, and Refurbishment of the Towns currant Hose Wagon. After purchasing and equipping the Engine and Tender, there was \$86,795.89 remaining in the warrant article to refurbish the Hose Wagon.

In February 2012, the Town went out to bid for the refurbishment of the Hose Wagon. After the bid opening, the bid was awarded to M&R Auto Body Truck and Equipment Refinisher in Whitman MA for the Sum of \$70,400.00 dollars. The refurbishment included but was not limited to Body work, pump repair, plumbing and valve replacement/rebuilding, new water tank, etc... This left a remaining balance of \$16,395.00 dollars for other safety improvements. The safety improvements were, Roof Mounted LED Light Bar, Side Intersection LED Warning Lights, LED Scene Lighting with Adjustable Poles, with installation, wiring, switches, freight, etc... is \$7,291.00 dollars. The other safety improvements were two new, Motorola CDM 1250 Mobile Radios (46.00MHz & 400MHz) with New Antenna's, Cabling & Installation, etc... \$2,226.95. The safety upgrades total \$9,517.95 dollars. If you take the cost of the refurbishment along with the safety improvements the total amount is \$79,917.95 dollars.

As part of the refurbishment process, M&R removed and separated the pump and discovered that the pump was so badly worn: it was past the point of repair. Knowing that the pump is beyond repair, M&R is recommending replacement of the worn pump with a new center section. The cost of the pump center section with instillation is \$16,100.00 dollars.

Cost of the Refurbishment	\$70,400.00
Cost of Safetv Improvements	\$9,517.95
Cost of New Pump	<u>\$16,100.00</u>
TOTAL:	\$96,017.95
ART13 ATM08 - Hose Wagon	\$86,795.89

SHORTAGE: \$9,222.06

Hose Wagon Refurbishment Option #1

343-300-3580-4985	ART13 ATM08 - Hose Wagon	\$86,795.89
Refurbishment Awarded to M&R Auto Body 1058 Bedford Street, Whitman, MA 02382		\$70,400.00
Money Alloted for Safety Improvements		Remaining \$16,395.89

Safety Improvements

	Emergency Lighting - Roof Mounted LED Light Bar	\$1,600.00
	Emergency Lighting - Side Intersection LED Warning Lights (4) Two Per Side \$168.75 ea X 4 =	\$675.00
	Scene Lighting - 15,000 Lumen LED Lights with Adjustable Poles \$1770.00 ea X 2 =	\$3,540.00
	Installation, Wiring, Switches, Freight, Etc.. =	\$1,476.00
	TOTAL	\$7,291.00
		\$16,395.89
		\$7,291.00
	Remaining	<u>\$9,104.89</u>
2 Motorola CDM 1250 Mobile Radios (46.00MHz & 400Mhz) with New Antenna's, Cabling & Installatior		\$2,226.95
	Remaining	\$6,877.94

Unexpected Pump Repair

	Replace Center Section of Existing Pump with Installation	\$16,100.00
	Shortage	-\$9,222.06

**Hose Wagon Refurbishment
No Safety Impotents
Option# 2**

343-300-3580-4985 ART13 ATM08 - Hose Wagon **\$86,795.89**

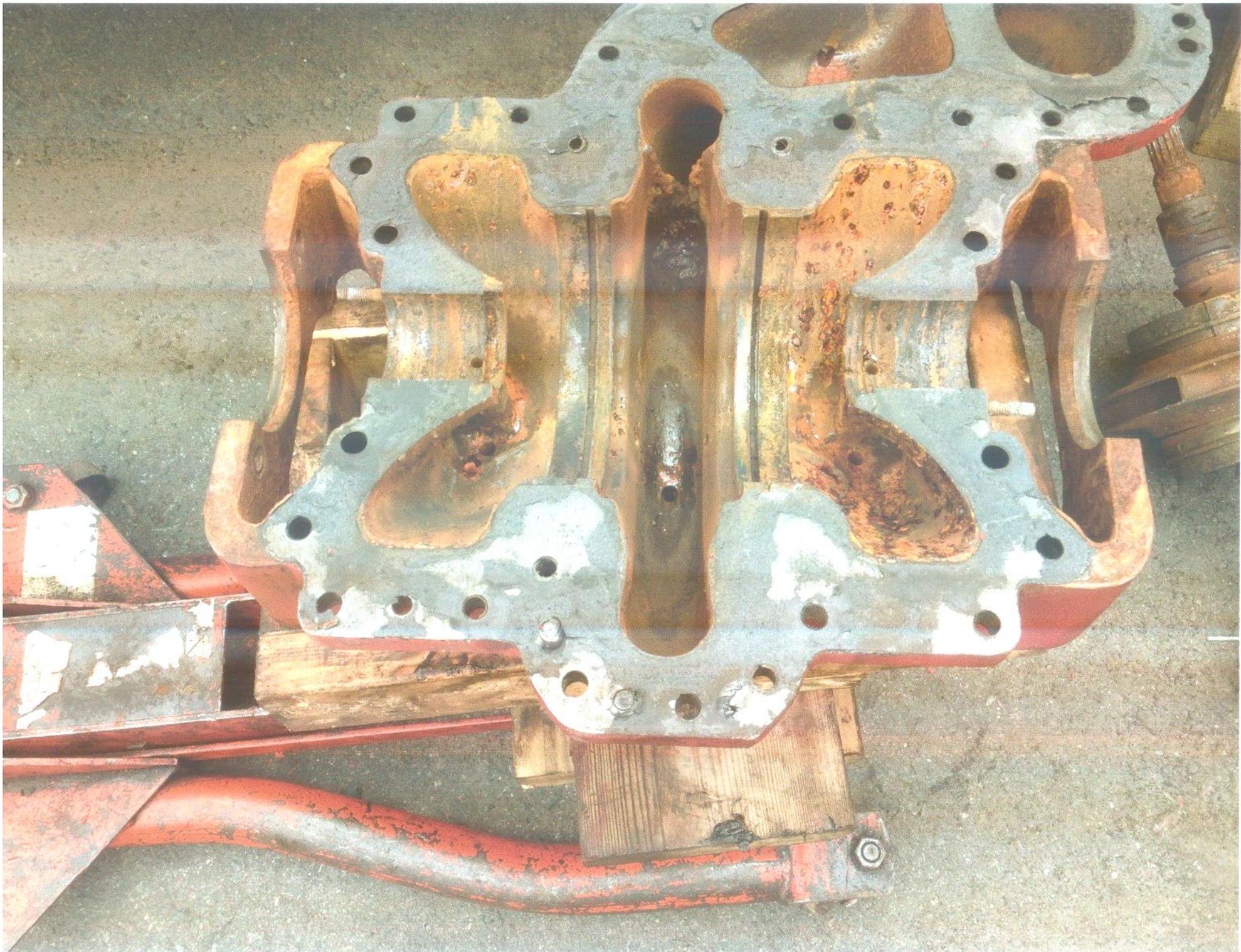
Refurbishment Awarded to M&R Auto Body 1058 Bedford Street, Whitman, MA 02382 **\$70,400.00**

Balance Remaining \$16,395.89

Unexpected Pump Repair \$16,395.89

Replace Existing Pump, No Drains, Valves, ETC. Installed \$16,100.00

Balance Remaining \$295.89





BOARD, COMMISSION, COMMITTEE APPOINTMENTS FY 2013

36

First Name	Last Name	Orig. Appt. Date	Current Term Expires	If (re-) appointed, new term would end on 6/30 of year indicated, unless otherwise noted	Notes
A/B Cultural Council - Staggered 3 year terms; no more than 2 consecutive terms (MGL c10 §58)					
Todd	Davis	07/01/12		2014	<i>Position vacated by Mitzi Weil in 2011</i>
Nancy	Kumaraswami	11/22/10	2012	2015	
Marion	Powers	07/01/09	2012	2015	
Pascale	White	07/01/08	2013		
Agricultural Commission - Staggered 3 year terms; 5 members (3 minimum)					
(one of which may be a non-resident directly engaged in Agric. Activities in Town) est. ATM 5/12/08					
Kathie	Becker	07/21/08	2014		
Bryon	Clemence	07/21/08	2014		
Brian	Morrison	07/01/12		2015	<i>Chris Delise not seeking re-appointment</i>
Owen	Neville	07/21/08	2013		
John	Neyland	07/21/08	2013		
Airport Study Committee - 5 members; 3 year terms, est 8/9/93					
James	Baum	04/12/10	2014		
Anne	Canfield	06/30/93	2012	2015	
Matt	Kosakowski	02/04/08	2013		
Cindy	Markowitz	07/01/12		2015	<i>Dave Barach not seeking re-appointment</i>
VACANT			2014		<i>Unexpired term of Bill Litant</i>
Zoning Board of Appeals - staggered 3 year terms; 5 full & 2 alternate members (1 year terms)					
Tom	Gorman	01/27/03	2013		
Chris	Habersaat	09/22/03	2012	2015	
Kristin	Hilberg	11/03/08	2014		
Michael	Toups	10/02/06	2014		
Lonnie	Weil	10/02/06	2013		
Karen	Warner	09/10/07	2012	2013	Alternate
VACANT			2012		Alternate
Board of Registrars - staggered 3 year terms; 3 members & Town Clerk					
Elizabeth	Markiewicz	elected 5/15/06	2013		Chair by virtue of Town Clerk position
Nancy	Brown	06/30/81	2014		
Tamar	MacFadyen	06/27/11	2012	2015	
Virginia	Richardson	05/22/06	2013		

BOARD, COMMISSION, COMMITTEE APPOINTMENTS FY 2013

First Name	Last Name	Orig. Appt. Date	Current Term Expires	If (re-) appointed, new term would end on 6/30 of year indicated, unless otherwise noted	Notes
Boxborough Affordable Housing Trust - staggered 2 year terms, 5 members, est STM 5/14/07					
Les	Fox	07/01/07	2013		BoS
R. Allen	Murphy	07/01/07	2012	2014	BHB
Karim	Raad	10/19/09	2012	2014	FinCom
Ron	Vogel	06/20/11	2013		BHB member
Channing	Wagg	06/20/11	2013		At - Large
Boxborough Housing Board - Staggered 3 year terms; 5 + members, est. STM 10/30/00					
Diane	Friedman	08/08/05	2013		
Jeff	Handler	01/28/02	2013		
Joan	Meyer	01/08/01	2012	2015	
R. Allen	Murphy	11/18/02	2014		
Ron	Vogel	01/22/01	2013		
VACANT			2012	2015	
Les	Fox		(2014)		ex-officio
Dave	Koonce		(2014)		ex-officio
Boxborough Information Technology Committee (BIT.com) - Staggered 3 year terms; 7 members, est. 2/26/01 (Charter)					
Jay	Bhatia	04/04/05	2013		
Guillermo	Chang	12/03/07	2012	2015	
Jamie	Rogers	04/08/02	2014		
Chris	Russo	09/10/07	2013		
Eric	Wong	11/09/09	2012	2015	
VACANT			2013		
VACANT			2014		
Cemetery Commission - est. as an appointed board ATM 1973, staggered 3 year terms; 3 members.					
Donald	Morse	07/01/09	2013		
Becky	Neville	07/01/12		2015	
William	Sutcliffe	07/01/09	2014		

BOARD, COMMISSION, COMMITTEE APPOINTMENTS FY 2013

First Name	Last Name	Orig. Appt. Date	Current Term Expires	If (re-) appointed, new term would end on 6/30 of year indicated, unless otherwise noted	Notes
Conservation Commission - Staggered 3 year terms; 3 - 7 members (MGL c 40 §8C)					
David	Follet	09/25/06	2014		
Charlene	Golden	pre-1974	2014		
Norm	Hanover	08/29/11	2013		
Dave	Koonce	06/30/87	2014		
Dennis	Reip	09/08/03	2012	2015	
<i>Rick</i>	<i>Williamson</i>	<i>11/19/07</i>	<i>2012</i>	<i>2015</i>	
VACANT				2013	
Council on Aging - Staggered 3 year terms; 5 + members (est. 1975, amended 2006)					
Sonali	Bhatia	08/03/09	2012	2015	
David	Birt	06/19/06	2013		
Susan	Fredrickson	06/15/09	2014		
Lauraine	Harding	06/25/12		2013	<i>Patricia Gayowski's unexpired term.</i>
Frank	Sibley	04/02/07	2012	2015	
Elizabeth	West	07/01/12		2015	<i>Betsey Krusen's position</i>
Barbara	Wheeler	01/26/09	2013		
Design Review Board - 3 year terms; 5 members (1 at-large; the others designated by their respective boards/committees)					
James	Faulkner	08/02/10	2013		Planning Bd. Designee
Alan	Rohwer	06/28/10	2013		Hist Comm designee
Robert	Stemple	07/01/12		2015	BoS designee
VACANT					Perm Bldg Comm designee
VACANT					At-large Member
Energy Committee - est. 2/9/09(Amended 3/8/10) by the Board of Selectmen; 7 members; staggered 3 year terms					
Larry	Grossman	03/08/10	2012	2015	
Francie	Nolde	02/09/09	2013		
Abigail	Reip	07/11/11	2012	2015	
Santiago	Tapia-Perez	02/13/12	2014		
Margaret	Webber	03/08/10	2013		
VACANT				2014	<i>K.C. Donovan is expected to resign</i>
VACANT				2015	<i>Ralph Hanrahan not seeking re-appointment</i>

BOARD, COMMISSION, COMMITTEE APPOINTMENTS FY 2013

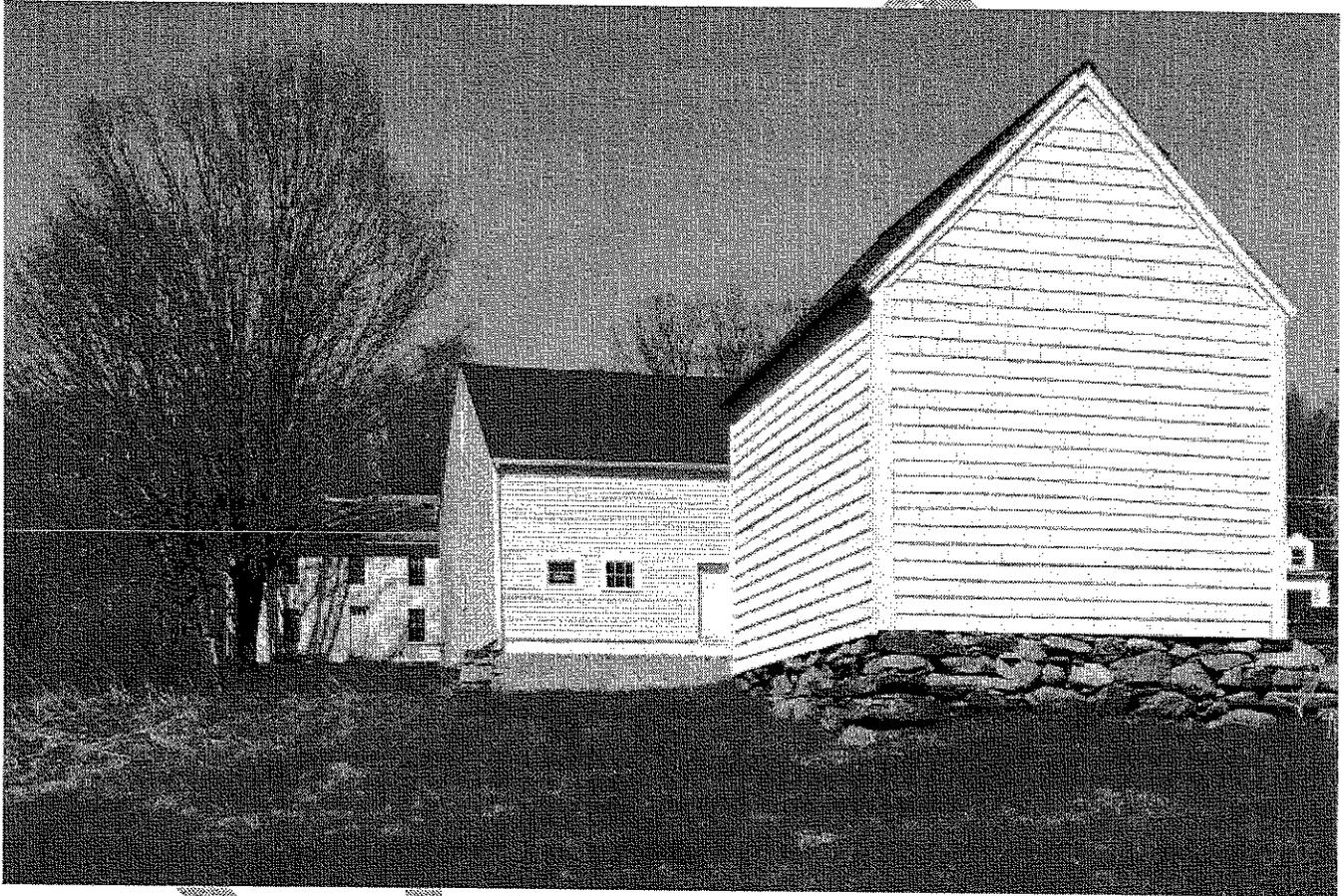
First Name	Last Name	Orig. Appt. Date	Current Term Expires	If (re-) appointed, new term would end on 6/30 of year indicated, unless otherwise noted	Notes
Historical Commission - staggered 3 year terms; 3 - 7 members (MGL c 40 §8D) est. 1985					
Mary	Larson	06/30/97	2013		
Kevin	Mahoney	07/01/12		2014	
<i>Trena</i>	<i>Minudri</i>	<i>07/01/12</i>		<i>2013</i>	
Alan	Rohwer	07/01/88	2012	2015	
Shirley	Warren	07/01/88	2012	2015	
MART Representative					
Frank	Powers	07/01/09	2012	2015	
Metropolitan Area Planning Council (MAPC) and MAGIC Representative					
Les	Fox	05/04/09	04/30/15		
Frank	Powers	05/04/09	04/30/12	2015	Alternate
Permanent Building Committee					
VACANT					
Personnel Board est 1976 (as Adv Comm) - 3 year terms; 5 members					
Susan	Bak	08/08/11	2014		
<i>Sheila</i>	<i>Bauer</i>	<i>07/02/12</i>		<i>2014</i>	
<i>Anne</i>	<i>Canfield</i>	<i>10/16/06</i>	<i>2012</i>	<i>2015</i>	
<i>Pat</i>	<i>Flanagan</i>	<i>06/26/06</i>	<i>2012</i>	<i>2015</i>	
Richard	Golden	06/30/96	2013		
Planning Board - Associate Member Joint Appointment of the Selectmen and Planning Board					
Eduardo	Pontoriero	11/07/11	2013		
Public Celebrations & Ceremonies Committee - 3 year terms; 6 members per ATM vote (1996)					
Sheila	Bauer	04/04/11	2013		
Matt	Kosakowski	08/31/09	2014		
<i>Lori</i>	<i>Lotterman</i>	<i>07/20/09</i>	<i>2012</i>	<i>2015</i>	
<i>Trena</i>	<i>Minudri</i>	<i>08/03/09</i>	<i>2012</i>	<i>2015</i>	
Owen	Neville	10/22/07	2014		
VACANT			2012	2015	

BOARD, COMMISSION, COMMITTEE APPOINTMENTS FY 2013

First Name	Last Name	Orig. Appt. Date	Current Term Expires	If (re-) appointed, new term would end on 6/30 of year indicated, unless otherwise noted	Notes
Recreation Commission - Est. 1963; 3 year terms; 7 members; Appointing authority changed from Moderator to BoS per 2010 ATM vote (Article 20)					
Kevin	Lehner	09/17/01	2013		
Matthew	Rosner	04/25/11	2013		
Victor	Tremblay	07/01/90	2014		<i>Expected to resign</i>
Robert	Zurek	11/07/08	2014		
VACANT			2012	2015	<i>Chris Noble not seeking re-appointment</i>
VACANT			2012	2015	<i>Sue Reuther not seeking re-appointment</i>
VACANT			2012	2015	<i>William Sisk not an active member</i>
Steele Farm Committee - est. Sept 1994 ("Steele Land Advisory Comm"), BoS approved increase in term to 3 yrs, to be staggered, 6/5/05					
Bruce	Hager	10/31/05	2013		
Judi	Resnick	09/08/08	2014		
John	Skinner	12/05/11	2014		
Edward	Whitcomb	05/10/04	2012	2015	
VACANT			2012	2015	
VACANT			2012	2015	

3c

Steele Farm Municipal Land Preliminary Management Plan



STEELE FARM ADVISORY COMMITTEE
29 Middle Road, Boxborough, Massachusetts 01719
Phone: (978) 263-1116 • Fax: (978) 264-3127
www.town.boxborough.ma.us

Edward Whitcomb, Chair Bruce Hager Judith Resnick John P. Skinner

-
- I. Introduction**
 - II. Summary of Preliminary Management Goals**
 - III. Protection Status**
 - 1. CR/HPR**
 - IV. Preliminary Management Plan**
 - A. Historic and Cultural Resources**
 - 1. 18th Century Farm House on 18th Century Farmstead**
 - B. Natural Resources**
 - 1. Grassland Habitat**
 - 2. Wetlands/Farm Ponds**
 - 3. Successional Shrublands**
 - C. Scenic Resources**
 - 1. Vista**
 - D. Agricultural Resources**
 - E. Structural Resources**
 - 1. Levi Wetherbee House**
 - 2. Steele Barn**
 - 3. Richardson Icehouse**
 - F. Water Resources**
 - 1. Potential Municipal Well on adjacent Picnic Trust land.**
 - G. Public Access and Utilization**
 - H. Agricultural Management**
 - 1. Haying Operations**
 - 2. Tree Farm Operations**
 - I. Management Resources**



BOARD OF SELECTMEN
Meeting Minutes
April 30, 2012

Approved: _____

PRESENT: Les Fox, Member; Frank Powers, Member; and Rebecca Neville, Member

ABSENT: Selectmen - Raid Suleiman & Christine Robinson

ALSO PRESENT: Selina Shaw, Town Administrator and Cheryl Mahoney, Department Assistant

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

Member Fox called the meeting to order at 7:31 P.M. in the Grange Meeting Room of Town Hall.

Member Neville moved to appoint Les Fox as Chair Pro Tem. Seconded by Member Powers. **Approved 3-0.**

ANNOUNCEMENTS

- Chair Pro Tem Fox read the announcements.

Chair Pro Tem Fox moved to take Agenda Item #7d, out of order. Seconded by Member Powers. **Approved 3-0.**

NEW BUSINESS

- There was discussion on a request from the Town of Lunenburg to participate in an amicus brief in the matter of Lunenburg Zoning Board vs. Housing Appeals Committee et al (SJC No. 11102). Housing Board Chair, Al Murphy, was present for this discussion. This case was filed by the Town Lunenburg because of matters involving 40B definitions and thresholds. There was discussion on the circumstances and merits of this case. Boxborough has similar concerns. BHB Chair Murphy strongly urged the Selectmen to support this request. Member Powers moved to support the Town of Lunenburg in its request to participate in an amicus brief in the matter of Lunenburg Zoning Board vs. Housing Appeals Committee et al (SJC No. 11102) Seconded by Member Neville. **Approved 3-0.**

MINUTES

- Member Powers moved to accept the minutes for the Executive Session of – April 24, 2012; April 26, 2012 & April 27, 2012 (BoS Contract Negotiating Team), as written. Seconded by Member Neville. **Approved 3-0.**

SELECTMEN REPORTS

- Member Neville reported that she had attended BLF. The Pre-town meeting discussions went well.

She reported that the Agricultural Commission reviewed the proposed Right to Farm bylaw in preparation for Town Meeting.

Member Neville also reported that she attended the ABCC Grant reception.

- Member Powers reported that the Well-being Committee is considering a “Healthy Community Initiative.” He further advised that the Well-being Comm. will be hosting a booth “Boxborough Cares” at Fifer’s Day.
- Chair Pro Tem Fox reported that he and Member Powers had had several meetings with Chief White.

He further reported that he and Member Powers had had several meetings with Police.

OLD BUSINESS

- The Selectmen took up discussion on the Town of Boxborough Policy for the Hager Well Incidence Response. Background was provided on what precipitated the development on this document. During review revisions were suggested and several concerns were raised. It was determined that the Board of Health would be invited in to discuss this document. The Board passed over approval of the Policy for the Hager Well Incidence Response.
- There was discussion on Annual/Special Town Meeting, specifically to review motions. The pro-forma motions were reviewed. There was discussion on Article # 18 – Additional Town Hall P/T Staffing. TA Shaw advised the Selectmen that she has taken another look at this and intends to bring more information forward to them at their next meeting. Since this article original drafting it has been suggested that, instead of hiring an additional staff member, the recently vacated Town Clerk support position could be expanded to include support for the Tax Collector and Treasurer. The intent is to provide redundancy and continuity of government. The position would remain part-time. Discussion was suspended so FinCom could come over to provide input on the proposed changes concerning Article #18.

NEW BUSINESS (Continued)

Member Powers moved to approve the parade permits for the Memorial Day and Fifer's Day parades, to be held on Monday, May 28 and Saturday, June 16, respectively, and to waive any applicable fees. Seconded by Member Neville. **Approved 3-0.**

OLD BUSINESS (Continued)

Now that Finance Committee members, Amy Burke & Neal Hesler, were present discussion on STM/ATM was re-opened. TA Shaw reviewed the proposed changes for these FinCom members. It was clarified that TA Shaw would be seeking an increase to the current FY 13 Town Hall salary line - back to the FY 12 level(s). There was discussion about managing this change within Article #8 – Operating Budget. It was determined that this will need to be an amendment on Town Meeting floor. There was discussion about the other proposed amendments to the Operating Budget. There was a review of the Moderator's proposed Town Meeting explanatory letter that he will be sending into the newspaper. Revisions were suggested.

NEW BUSINESS (Continued)

- Member Powers opened discussion on the Police Dept. Reserve Fund Transfer Request. The Police Station's water pump had failed and needed to be replaced. Member Powers moved to forward to the Finance Committee for approval the request to transfer \$5,555.00 from the Reserve Fund to account #01-210-5200-5242 (Police Department Repair and Maintenance – Bldg and Grounds). Seconded by Member Neville. **Approved 3-0.**
- In accordance with the provisions of Massachusetts General Law, Chapter 40B §24, Member Powers moved to appoint Leslie R. Fox as the Town of Boxborough's representative to the Metropolitan Area Planning Council, for a term of three years commencing on May 1, 2012 and ending on April 30, 2015. Seconded by Member Neville. **Approved 3-0.**

EXECUTIVE SESSION

- It was determined that an Executive Session was not needed.

ADJOURN

- At 9:40 PM Member Powers moved to adjourn. Seconded by Member Neville. **Approved 3-0.**

Selina S. Shaw

7a

From: Patricia Yen Gayowski [pgayowski@verizon.net]
Sent: Thursday, June 14, 2012 11:00 AM
To: Selina S. Shaw
Cc: Laura Arsenault; Sonali Bhatia
Subject: COA Board

Hi Selina:

I'm writing to notify you that I am submitting my resignation from the COA Board. My full-time job no longer allows me to attend the Board meetings and I regret that I am not able to contribute to the COA Board at 100%. Please accept my resignation at this time.

Thank you for your support.
With best regards,
Patty Gayowski



Reserve Fund Transfer Request

Date: 6/14/12

It is requested by the undersigned that the sum of \$ 1,707.00 be transferred from the Reserve Fund to:

UMAS Acct. # 001-429-5400-5482

(Fund # - Dept. # - Object - Detail)

Description (e.g. Selectmen's expenses) Public Works Fuel Expense

The balance in the Dept. Budget as of June 15, 2012 (Date) is \$ 4,686.20. An amount of \$ 80,500 was originally budgeted/appropriated. Additional funds are now requested for the reasons explained below. (Detailed explanation should include reasons for lack of funds, breakdown of known or estimated costs to be expended prior to June 30th, and any other pertinent information). Also, please list any previous requests for transfer during the fiscal year for this line item.

There are not sufficient funds in the fuel expense line item available to pay the June 12 invoice of \$6,393.20. The extent of the increased cost of fuel was not anticipated when the budget was developed over a year ago. With this reserve fund transfer, there will be a remaining balance of zero. There was a previous reserve fund transfer request of \$7,205.19

This request is for extraordinary or unforeseen expense and has been voted upon and approved by the majority of board or commission members, or in the case of a department, by the department head and Town Administrator, as indicated by the signatures below. Please also indicate name of board or commission.

	(Signature)	<u>Director</u>	(Title)
	(Signature)	<u>Town Administrator</u>	(Title)
_____	(Signature)	_____	(Title)
_____	(Signature)	_____	(Title)

On the dates listed below, it was voted by the Board of Selectmen/Finance Committee to transfer the sum of \$ 1707 from the Reserve Fund to UMAS Acct. # 001-429-5400-5482 to be used for the purposes and in the amounts indicated above.

<u>Board of Selectmen</u>	Date:	<u>Finance Committee</u>	Date:
---------------------------	-------	--------------------------	-------

_____	_____
_____	_____
_____	_____
_____	_____

Copy to:	Initial Distribution Date Sent:	Notification of Finance Committee Action Date Sent:
Finance Committee	_____	_____
Department Head	_____	_____
Board of Selectmen	_____	_____
Town Administrator	_____	_____
Town Treasurer	_____	_____
Town Accountant	_____	_____

BURSAW GAS & OIL INC
94 GREAT ROAD
ACTON, MA 01720
978-263-8753

INVOICE

Jun 13, 2012

Customer #:	3208
Invoice #:	1506083
Invoice Date:	6/12/12
Invoice Total:	\$6,393.20

Town of Boxborough
DPW
577 Massachusetts Avenue
Boxborough, MA 01719

TERMS: Net Due in 10 Days.

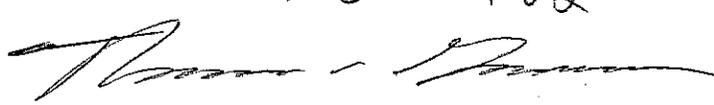
Amount Enclosed: \$ _____

Please Return This Portion With Your Payment

Notes:

Quantity	Description	Unit Price	Amount
2001.0	Unleaded Gasoline	\$2.9569	\$5,916.76

Sub Total: \$5,916.76
Fed .0023: \$4.60
State .2358: \$471.84
Tax Total: \$476.44
Total Due: \$6,393.20

429-5400-5482


For Fuel or Service At: Town of Boxborough
577 Massachusetts Avenue
Boxborough, MA 01719

BURSAW GAS & OIL INC
94 GREAT ROAD
ACTON, MA 01720
978-263-8753

Customer #: 3208
Invoice #: 1506083
Invoice Date: 6/12/12

TOWN OF BOXBOROUGH MONTHLY EXPENDITURE REPORT

For the Period 07/01/11 To 06/30/12

<i>AccountNumber</i>	<i>AccountName</i>	<i>Original Budget</i>	<i>Budget Adjustments</i>	<i>Current Budget</i>	<i>Payments This Period</i>	<i>Payments To Date</i>	<i>Receipts This Period</i>	<i>Receipts To Date</i>	<i>Payments to Date-Net</i>	<i>Ending Balance</i>	<i>Percent Expended</i>
Public Works - Fuel											
001-429-5400-5482	Public Works - Fuel Expense	79,000.00	7,205.19	86,205.19	85,233.99	85,233.99	3,090.00	3,090.00	82,143.99	4,061.20	95.29%
001-429-5400-5483	Public Works - Fuel Testing Expense	1,000.00	0.00	1,000.00	875.00	875.00	0.00	0.00	875.00	125.00	87.50%
001-429-5400-5484	Public Works - Fuel Maintenance	500.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00%
Sum	Public Works - Fuel	80,500.00	7,205.19	87,705.19	86,108.99	86,108.99	3,090.00	3,090.00	83,018.99	4,686.20	94.66%

6293.20

 (1707.00)

LEASE

1. PARTIES

The United Church of Christ, Congregational, Boxborough, MA (hereinafter referred to as LESSOR) does hereby lease to the Town of Boxborough acting by and through its Board of Selectmen, with a mailing address of 29 Middle Road, Boxborough, MA 01719 (hereinafter referred to as LESSEE), and LESSEE hereby leases the following described premises.

2. PREMISES

The upper level containing approximately 1,925 square feet of the building known as Fellowship Hall (FH), located at 30 Middle Rd., Boxborough, MA including exclusive use of upper level lockable walk-in storage closet, together with one half of the outdoor area southerly of the Fellowship Hall between the Fellowship Hall and the church building and all of the outdoor area easterly of the Fellowship Hall between the Fellowship Hall and Middle Road to be used for outdoor recreation purposes, together with a parking area westerly of the Fellowship Hall containing 36 parking spaces and aisle, together with at least 225 square feet of lockable storage space on the lower level of Fellowship Hall, all as shown on the sketch plan attached as Exhibit A (the "FH Space" or the "Leased Premises").

LESSEE shall have exclusive use of the FH Space from 8:30 AM to 4:00 PM, Monday through Friday. Upon provision of at least 7 days' prior written notice to the LESSOR, LESSEE may request occasional use of the FH space outside of those hours. Said request shall not be unreasonably denied by the LESSOR. The parties shall mutually agree upon the terms for such additional use, provided, however, such use shall be without additional rent. If said requests occur on more than an occasional basis, LESSEE and LESSOR shall mutually agree upon an additional amount of rent for said use.

LESSEE shall also have the non-exclusive use of the parking area driveway for access to the Leased Premises from Middle Road, including access by van.

3. TERM

The term of this lease shall be for twenty-four months commencing on July 1, 2012 (the "Occupancy Date") and ending on June 30, 2014.

4. RENT

Rent shall be Nine Hundred Dollars (\$900) per month for the period commencing on July 1, 2012 to June 30, 2013 and Nine Hundred Forty-Five Dollars (\$945) per month for the period commencing on July 1, 2013 to June 30, 2014, and shall be payable on or before the first day of each month.

5. UTILITIES

LESSOR shall, throughout the term of this lease, provide and pay all charges when due for all utilities used in and about the Leased Premises, including, without limitation, gas, oil, heat, hot

water, air conditioners, electricity, internet and cable television. LESSOR shall not be responsible to LESSEE for the failure or interruption of any of the foregoing services unless due to LESSOR's failure to arrange for or pay charges for said services.

6. **USE OF LEASED PREMISES**

LESSEE shall use the leased premises for the following purpose and for no other purpose without the written consent of LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed: As a community center, including social and recreational activities, counseling services and meals, and other activities customarily carried out in a municipal "community center" and other related purposes.

7. **EQUIPMENT AND FURNISHINGS**

LESSEE will purchase and install all outdoor recreation furnishings and equipment as may be desired by LESSEE; LESSOR may use such recreational furnishings and equipment on Sundays and other occasions as mutually agreed. Both LESSOR and LESSEE may use each other's interior furnishings in their respective programs. LESSOR and LESSEE shall be respectful of each other's personal property. The existing window air conditioners shall continue to be provided by LESSOR and shall be repaired and replaced by LESSOR as needed.

Repairs to damaged furniture or equipment shall be made by party responsible for damage as determined by agreement of LESSOR and LESSEE. All LESSEE's equipment on the upper level of Fellowship Hall must be able to be stored in an 8' x 8' area of the upper level upon the request of LESSOR. LESSEE may, at any time remove any equipment provided by LESSEE, and may, at the termination of the Lease, remove fixtures provided by LESSEE if removal can be accomplished without damage to the Leased Premises.

8. **COMPLIANCE WITH LAWS**

LESSEE shall, throughout the term of this lease, procure and maintain any licenses and permits required for any use made of the leased premises by LESSEE. LESSEE shall also throughout the term hereof comply with all present and future laws, rules, regulations, ordinances, requirements and orders of public authorities, including, without limitation, building and zoning laws, requirements of the Board of Health and requirements of any other federal, state or local agencies having jurisdiction of the demised premises or LESSEE's operation. Notwithstanding the foregoing, LESSOR agrees that LESSEE shall not have any responsibility for undertaking and/or paying for physical alteration, repair or replacement of any structural components of the Leased Premises and common areas in order to comply with applicable laws, in particular the Americans with Disabilities Act ("ADA") and MA Architectural Access Board Regulations, and for any environmental remediation or mitigation required for a release of hazardous waste, materials or oil on the Leased Premises or the remainder of LESSOR'S property that was not directly caused by LESSEE. During the Term of this lease, the Kitchen shall be capable of supporting the heating and serving of prepared meals in compliance with all applicable laws.

9. **INSURANCE**

LESSEE will not do or suffer to be done, or keep or suffer to be kept, or omit to do anything in, upon, or about the leased premises which may prevent the obtaining of any insurance on the leased premises or on any property therein including, without limitation, fire, extended coverage

and public liability insurance, or which may make void or voidable any such insurance, or which may create any extra premiums for, or increase the rate of any such insurance.

10. **MAINTENANCE OF PREMISES**

LESSEE agrees to maintain the leased premises in the same condition as they are at the commencement of the term or as the premises may be put in during the term of this lease, reasonable wear and tear, and damage by fire and other casualty and damage by other users only, excepted. LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR'S Building and Grounds Committee or its representative before erecting any sign on the premises, which consent shall not be unreasonably withheld, conditioned or delayed.

LESSEE will maintain the floor and floor coverings in sanitary condition by cleaning regularly, but LESSEE shall not be responsible for conditions that arise outside of LESSEE's occupancy times hereunder. LESSEE shall maintain cleanliness of bathroom, counters, and refrigerator but shall not be responsible for conditions that arise outside of LESSEE's occupancy times hereunder. LESSEE will provide cleaning and paper products. LESSEE shall remove all accumulated trash from leased premises and place in bags inside dumpster by 6:00PM on Fridays. LESSOR shall provide trash removal service. LESSEE shall close all windows, lock all doors and shut off all water faucets and interior lights at the close of LESSEE's use period each day. LESSOR will remove snow and ice from driveway and parking lot, walkway and ramp as soon as possible after a storm, except during times of LESSEE's occupancy when LESSEE will clear snow and ice from only ramp as soon as possible after a storm.

LESSOR shall have the same obligation as LESSEE for maintenance of the Leased Premises during the hours that the Leased Premises are not used by LESSEE, and shall provide the Leased Premises at 8:30 AM each day in the same condition as left by LESSOR at the end of LESSOR's prior day's occupancy.

Notwithstanding any provision contained herein to the contrary, LESSOR shall be responsible for maintaining and keeping in good order and repair the structural elements of the buildings containing the Leased Premises, which shall include the foundation, roof, floor, exterior and structural walls, and all of the common areas including, but not limited to, the parking lot. In addition, LESSOR shall be responsible for any necessary maintenance, repair and replacement of the Building's HVAC system, electrical system, plumbing system, life safety and mechanical systems.

11. **ALTERATIONS & ADDITIONS**

LESSEE shall not make structural alterations or additions to the Leased Premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld, conditioned or delayed. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

12. **ASSIGNMENTS & SUBLETTING**

The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent in the case of a sublease,

LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease; provided, however, LESSEE shall be released from all liability for defaults occurring after the assignment of the Lease.

13. **SUBORDINATION**

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part, and the LESSEE shall, when requested, execute and deliver within 15 days such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, provided, however, that this Lease shall not be subordinate to any mortgage which does not currently constitute a lien on the Leased Premises unless the holder of such mortgage agrees that this Lease shall remain in full force and effect and that Lessee's possession of the Leased Premises shall not be disturbed so long as LESSEE is not in default under any of the terms and provisions of this Lease (and, with respect to any existing mortgage, LESSOR agrees that, upon LESSEE'S request, it will obtain such an agreement from the holder of such mortgage).

14. **LESSOR'S ACCESS**

The LESSOR or agents of the LESSOR may, at reasonable times and upon reasonable prior notice to LESSEE, enter to view the leased premises and make repairs and alterations as LESSOR should elect to do, and may show the leased premises to others, provided the same does not interfere with the use of the Leased Premises by the LESSEE. Any other use by LESSOR during the times for LESSEE's exclusive occupancy shall be by permission of LESSEE, which may be given by the Town Administrator or her designee, in consultation as necessary with the Council on Aging Coordinator; any such request to be at least 48 hours prior to the desired use; the LESSEE shall be granted a proportionate rent reduction for the following month based upon any such occupancy by LESSOR.

15. **INDEMNIFICATION**

The LESSEE, to the extent permitted by law, agrees to defend and save the LESSOR, its agents and employees harmless from any and all injury, loss or damage and any and all claims for injury loss or damage of whatever nature caused by or resulting from any act, omission or negligence of LESSEE or anyone claiming under LESSEE occurring in or upon the Leased Premises and the common areas unless the same is due to the fault of the LESSOR, its agents or employees.

LESSOR agrees to defend and save the LESSEE and its officials, boards, agents and employees harmless from any and all injury, loss or damage and any and all claims for injury loss or damage of whatever nature caused by or resulting from any act, omission or negligence of LESSOR or anyone claiming under LESSOR occurring in or upon the leased premises and the common areas unless the same is due to the fault of the LESSEE, its agents or employees.

16. **LIABILITY INSURANCE**

LESSEE shall, at its own cost, maintain with respect to the leased premises and the property of which the leased premises are a part, comprehensive public liability insurance in the amount of One Million Dollars (\$1,000,000) and One Million Dollars (\$1,000,000) with respect to property

damage in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as the LESSEE against injury to persons or damage to property as provided. LESSEE shall deposit with Church Secretary certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured named therein. LESSEE shall not be responsible for Leased Premises outside of the time periods of LESSEE's permitted use under this Lease. The LESSOR shall be named as an additional insured on LESSEE's policies.

At all times during the Term hereof, LESSOR shall, at its own cost and expense, maintain with respect to the leased premises and the property of which the leased premises are a part, comprehensive public liability insurance in the amount of One Million Dollars (\$1,000,000) and shall keep the building(s) containing the Leased Premises insured against loss or damage by fire and such other insurance risks, casualties and hazards as are insured against by owners of comparable property in an amount equal to one hundred percent (100%) of the full replacement cost of such building(s). All insurance to be furnished by LESSOR under this Section shall be by policies which shall name as insureds LESSOR and LESSEE as their interests may appear.

17. **FIRE, CASUALTY, EMINENT DOMAIN**

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, rendering the leased premises unsuitable for their intended use, or be taken by eminent domain, either party may elect to terminate this lease. The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property or equipment. In the event of fire or other casualty not involving a substantial portion or substantial damage or in any event if neither party elects to terminate this lease, then the LESSOR shall have the damage repaired and the Leased Premises restored to at least its prior condition within a reasonable time and shall proportionately reduce the rent for any period when the Leased Premises may not be occupied in whole or in part due to such casualty or due to any taking by eminent domain.

18. **DEFAULT & BANKRUPTCY**

In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof, or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof or if such default cannot be cured within thirty (30) days then such long period of time as reasonably necessary to cure such default provided that such cure is commenced within the initial thirty (30) day period, or
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE'S property for the benefit of creditors,

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of the lease ended, and

remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or default. If the LESSEE is in default hereunder, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred shall, subject to appropriation be paid to the LESSOR.

In the event that LESSOR shall fail in the performance or observance of any agreement or condition in this Lease contained on its part to be performed, or observed, and if the default is not cured within thirty (30) days from the date on which LESSEE sends LESSOR written notice specifying the default (or, if the default is of such a nature that it cannot reasonably be cured within said thirty (30) day period, or if LESSOR, having commenced the cure within said thirty (30) day period thereafter fails to diligently prosecute the same to completion), LESSEE may, at its option, without waiving any claim for damages for breach of agreement or any other remedy available to LESSEE, at any time thereafter cure such default for the account of LESSOR and any amount paid or any contractual liability incurred by LESSEE in so doing shall be deemed paid or incurred for the account of LESSOR and LESSOR shall reimburse LESSEE therefor and save LESSEE harmless therefrom. Provided, however, that LESSEE may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to LESSOR if an emergency situation exists, or after notice to LESSOR, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or LESSEE's interest therein or to prevent injury or damage to persons or Leased Premises.

19. **SURRENDER**

The LESSEE shall, at the expiration or other termination of this lease, remove all LESSEE'S goods and effects from the leased premises. LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith, and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of the LESSEE's property from the premises after thirty days prior written notice to remove such property, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, to retain same under LESSOR's control or to sell at public or private sale, without further notice any or all of the property not so removed, and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

20. **SECURITY DEPOSIT [INTENTIONALLY DELETED]**

21. **HOLD OVER BY LESSEE**

In the event LESSEE remains in possession of the leased premises after the termination of this lease, and without the execution of a new lease, LESSEE, at the option of LESSOR, shall be deemed to be occupying said leased premises as a tenant from month to month, subject to all other conditions, provisions and obligations of this lease insofar as the same are applicable to a month to month tenancy.

22. **RIGHT TO TERMINATE/ LEASE EXTENSION**

The LESSEE shall have the right to terminate this lease with or without cause and without penalties, fees, costs or damages or requirement to pay any rent following termination, upon at least forty-five (45) days prior written notice to LESSOR.

If the LESSEE gives written notice to the LESSOR not less than 120 days prior to the date of termination of this lease or any then applicable extension of this lease, the LESSEE and LESSOR agree to negotiate in good faith for an extension or further extension of this lease, conditional upon (i) mutual agreement on a rental rate for the extended term, (ii) appropriation of adequate funding by the Boxborough Town Meeting to cover each term, and (iii) compliance with Massachusetts General Laws c. 30B, if applicable.

23. **QUIET ENJOYMENT**

LESSOR covenants that at all times during the Term hereof, so long as LESSEE is not in default hereunder, LESSEE'S quiet enjoyment of the Leased Premises or any part thereof shall not be disturbed by any act of LESSOR, or by anyone acting by, through or under LESSOR. LESSEE will allow LESSOR to make necessary repairs during LESSEE's normal hours provided that the parties have mutually agreed that such repairs are necessary and are unable to be carried out at other times, and do not unreasonably interfere with LESSEE's use of the Leased Premises. LESSOR shall, when possible, provide, at least 48 hours notice to LESSEE of the need to carry out such repairs.

24. **GOOD TITLE**

LESSOR warrants and represents, upon which warranty and representation LESSEE has relied in the execution of this Lease Agreement, that LESSOR is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants and restrictions of record as of the date of this Lease Agreement, provided that such exception(s) shall not impede or interfere with the quiet use and enjoyment of the Premises by LESSEE. LESSOR further warrants and covenants that this Lease Agreement shall not be subordinate to any encumbrance except as set forth in **Exhibit B** attached hereto; that LESSOR has full right and lawful authority to execute this Lease Agreement for the Term, in the manner, and upon the conditions and provisions herein contained; and that there is no legal impediment to the use of the Premises as set out herein.

25. **SEVERABILITY**

The invalidity or unenforceability of any particular provision hereof shall not affect the other provisions, and this Lease Agreement shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

26. **BENEFIT.**

This Lease Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors and assigns. The provisions hereof are solely for the benefit of the parties and their respective legal representatives, successors and assigns, and shall not be deemed or construed to create any right for the benefit of any other person.

27. **CONSTRUCTION**

Whenever a singular word is used herein, it shall also include the plural wherever required by the context, and vice versa. The terms and conditions hereof represent the results of bargaining and negotiations between the parties, each of which has been represented by counsel of its selection, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise, and represent the results of a combined draftsmanship effort. Consequently, the terms and conditions hereof shall be interpreted and construed in accordance with their usual and customary meanings, and the parties hereby expressly waive and disclaim, in connection with the interpretation and construction hereof, any rule of law or procedure requiring otherwise, specifically including but not limited to, any rule of law to the effect that ambiguous or conflicting terms or conditions contained here in shall be interpreted or construed against the party whose counsel prepared this Lease Agreement or any earlier draft hereof.

28. **ENTIRE AGREEMENT; WRITTEN MODIFICATION**

This Lease Agreement contains the entire integrated understanding between the parties with respect to the subject matter hereof; all representations, promises, and prior or contemporaneous understandings, between the parties with respect to the subject matter hereof are expressed in this Lease Agreement; and any other understandings between the parties with respect to the subject matter hereof are hereby canceled. This Lease Agreement shall not be amended, modified or supplemented without the written agreement of the parties at the time of such amendment, modification or supplement.

29. **GOVERNING LAW**

This Lease Agreement shall be governed by and subject to the laws of the Commonwealth of Massachusetts.

30. **CAPTIONS**

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

31. **NOTICES**

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To LESSOR: The United Church of Christ, Congregational, Boxborough, MA
723 Massachusetts Avenue
Boxborough, MA 01719

To LESSEE: Town Administrator
Town of Boxborough
29 Middle Road
Boxborough, MA 01719

With a copy to: John W. Giorgio, Esq.
Kopelman & Paige, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110

or to such other address as shall be furnished in writing by either party to the other.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and seals this day.

LESSOR
United Church of Christ, Congregational
Boxborough

LESSEE
TOWN OF BOXBOROUGH acting by and
through its Board of Selectmen

By _____

By _____

Title _____

Title _____

DATE _____

DATE _____

EXHIBIT A

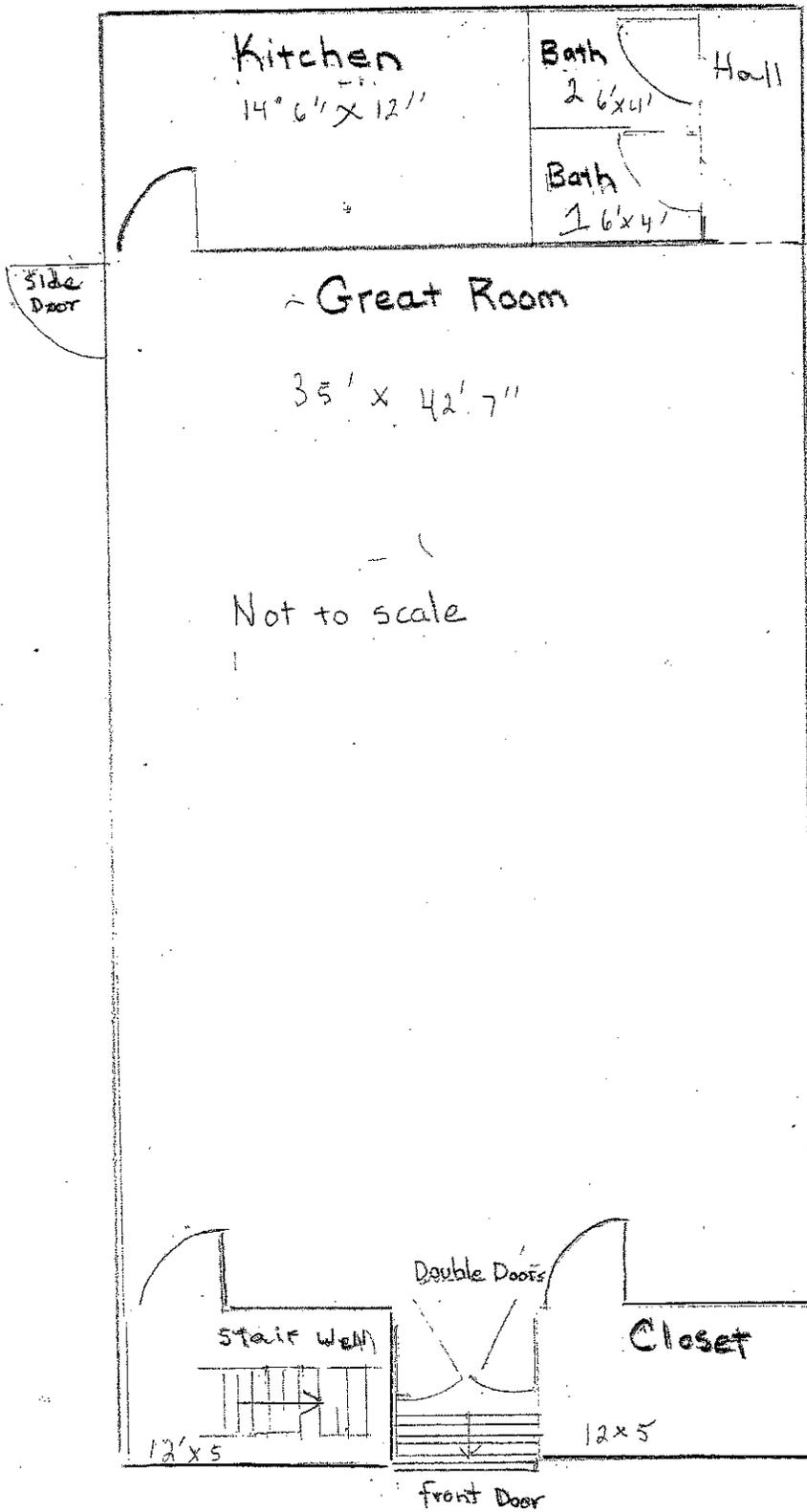


Exhibit B

**United Church of Christ, Congregational, of Boxborough
723 Massachusetts Avenue
Boxborough, MA 01719**

August 7, 2011

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

RE: Fellowship Hall

To whom it may concern:

On behalf of the United Church of Christ, Congregational, of Boxborough, I warrant and represent that the Church is the owner of the property known as Fellowship Hall located at 30 Middle Road, Boxborough, MA.

I further warrant that said property is free and clear of all liens, and is free and clear of all encumbrances which may impede or interfere with the quiet use and enjoyment of said premises as a Senior Center by the Town of Boxborough.



Deborah C. Gray
Moderator

LEASE

1. PARTIES

The United Church of Christ, Congregational, Boxborough, MA (hereinafter referred to as LESSOR) does hereby lease to the Town of Boxborough acting by and through its Board of Selectmen, with a mailing address of 29 Middle Road, Boxborough, MA 01719 (hereinafter referred to as LESSEE), and LESSEE hereby leases the following described premises.

2. PREMISES

The upper level containing approximately 1,925 ~~s-f~~ square feet of the building known as Fellowship Hall (FH), located at 30 Middle Rd., Boxborough, MA including exclusive use of upper level lockable walk-in storage closet, together with one half of the outdoor area southerly of the Fellowship Hall between the Fellowship Hall and the church building and all of the outdoor area easterly of the Fellowship Hall between the Fellowship Hall and Middle Road to be used for outdoor recreation purposes, together with a parking area westerly of the Fellowship Hall containing 36 parking spaces and aisle, together with at least ~~60225~~ square feet of lockable storage space on the lower level of Fellowship Hall, all as shown on the sketch plan attached as ~~Exhibit~~ Exhibit A (the "FH Space" or the "Leased Premises").

LESSEE shall have exclusive use of the FH Space from 8:30 AM to 4:00 PM, Monday through Friday. Upon provision of at least 7 days' prior written notice to the LESSOR, LESSEE may request occasional use of the FH space outside of those hours. Said request shall not be unreasonably denied by the LESSOR. The parties shall mutually agree upon the terms for such additional use, provided, however, such use shall be without additional rent. If said requests occur on more than an occasional basis, LESSEE and LESSOR shall mutually agree upon an additional amount of rent for said use.

- LESSEE shall also have the non-exclusive use of the parking area driveway for access to the Leased Premises from Middle Road, including access by van.

3. TERM

The term of this lease shall be for ~~ten~~ twenty-four months commencing on ~~September~~ July 1, 2011 ~~2012~~ (the "Occupancy Date") -and ending on June 30, ~~2012~~ 2014.

4. RENT

_____ Rent shall be ~~\$350~~ Nine Hundred Dollars (\$900) per month, ~~during for the ten period~~ commencing on July 1, 2012 to June 30, 2013 and Nine Hundred Forty-Five Dollars (\$945) per month ~~term~~ for the period commencing on July 1, 2013 to June 30, 2014, and shall be payable on or before the first day of each month.

5. UTILITIES

LESSOR shall, throughout the term of this lease, provide and pay all charges -when due for all utilities used in and about the Leased Premises, including, without limitation, gas, oil, heat, hot

water, air conditioners, electricity, internet and cable television. LESSOR shall not be responsible to LESSEE for the failure or interruption of any of the foregoing services unless due to LESSOR's failure to arrange for or pay charges for said services.

6. **USE OF LEASED PREMISES**

LESSEE shall use the leased premises for the following purpose and for no other purpose without the written consent of LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed: As a community center ~~primarily for persons sixty (60) years of age or older~~, including social and recreational activities, counseling services and meals, and other activities customarily carried out in a municipal "senior" community center and other related purposes.

7. **EQUIPMENT AND FURNISHINGS**

LESSEE will purchase and install all outdoor recreation furnishings and equipment as may be desired by LESSEE; LESSOR may use such recreational furnishings and equipment on Sundays and other occasions as mutually agreed. Both LESSOR and LESSEE may use each other's interior furnishings in their respective programs. LESSOR and LESSEE shall be respectful of each other's personal property. The existing window air conditioners shall continue to be provided by LESSOR and shall be repaired and replaced by LESSOR as needed.

Repairs to damaged furniture or equipment shall be made by party responsible for damage as determined by agreement of LESSOR and LESSEE. All LESSEE's equipment on the upper level of Fellowship Hall must be able to be stored in an 8' x 8' area of the upper level upon the request of LESSOR. LESSEE may, at any time remove any equipment provided by LESSEE, and may, at the termination of the Lease, remove fixtures provided by LESSEE if removal can be accomplished without damage to the Leased Premises.

8. **COMPLIANCE WITH LAWS**

LESSEE shall, throughout the term of this lease, procure and maintain any licenses and permits required for any use made of the leased premises by LESSEE. LESSEE shall also throughout the term hereof comply with all present and future laws, rules, regulations, ordinances, requirements and orders of public authorities, including, without limitation, building and zoning laws, requirements of the Board of Health and requirements of any other federal, state or local agencies having jurisdiction of the demised premises or LESSEE's operation. Notwithstanding the foregoing, LESSOR agrees that LESSEE shall not have any responsibility for undertaking and/or paying for physical alteration, repair or replacement of any structural components of the Leased Premises and common areas in order to comply with applicable laws, in particular the Americans with Disabilities Act ("ADA") and MA Architectural Access Board Regulations, and for any environmental remediation or mitigation required for a release of hazardous waste, materials or oil on the Leased Premises or the remainder of LESSOR'S property that was not directly caused by LESSEE. ~~LESSOR shall, as more fully provided in Section 11, ALTERATIONS AND ADDITIONS below, alter the Fellowship Hall to provide for handicapped access. During the Term of this lease, the Kitchen shall be capable of supporting the heating and serving of prepared meals in compliance with all applicable laws.~~

9. **INSURANCE**

LESSEE will not do or suffer to be done, or keep or suffer to be kept, or omit to do anything in, upon, or about the leased premises which may prevent the obtaining of any insurance on the leased premises or on any property therein including, without limitation, fire, extended coverage and public liability insurance, or which may make void or voidable any such insurance, or which may create any extra premiums for, or increase the rate of any such insurance.

10. **MAINTENANCE OF PREMISES**

LESSEE agrees to maintain the leased premises in the same condition as they are at the commencement of the term or as the premises may be put in during the term of this lease, reasonable wear and tear, and damage by fire and other casualty and damage by other users only, excepted. LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR'S Building and Grounds Committee or its representative before erecting any sign on the premises, which consent shall not be unreasonably withheld, conditioned or delayed.

LESSEE will maintain the floor and floor coverings in sanitary condition by cleaning regularly, but LESSEE shall not be responsible for conditions that arise outside of LESSEE's occupancy times hereunder. LESSEE shall maintain cleanliness of bathroom, counters, and refrigerator but shall not be responsible for conditions that arise outside of LESSEE's occupancy times hereunder. LESSEE will provide cleaning and paper products. LESSEE shall remove all accumulated trash from leased premises and place in bags inside dumpster by 6:00PM on Fridays. LESSOR shall provide trash removal service. LESSEE shall close all windows, lock all doors and shut off all water faucets and interior lights at the close of LESSEE's use period each day. LESSOR will remove snow and ice from driveway and parking lot, walkway and ramp as soon as possible after a storm, except during times of LESSEE's occupancy when LESSEE will clear snow and ice from only ramp as soon as possible after a storm.

LESSOR shall have the same obligation as LESSEE for maintenance of the Leased Premises during the hours that the Leased Premises are not used by LESSEE, and shall provide the Leased Premises at 8:30 AM each day in the same condition as left by LESSOR at the end of LESSOR's prior day's occupancy.

Notwithstanding any provision contained herein to the contrary, LESSOR shall be responsible for maintaining and keeping in good order and repair the structural elements of the buildings containing the Leased Premises, which shall include the foundation, roof, floor, exterior and structural walls, and all of the common areas including, but not limited to, the parking lot. In addition, LESSOR shall be responsible for any necessary maintenance, repair and replacement of the Building's HVAC system, electrical system, plumbing system, life safety and mechanical systems.

11. **ALTERATIONS & ADDITIONS**

LESSEE shall not make structural alterations or additions to the Leased Premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld, conditioned or delayed. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

~~LESSOR shall, prior to the Occupancy Date, construct an access ramp that shall provide access,~~

12. ASSIGNMENTS & SUBLETTING

~~The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent in compliance with the ADA and the MA Architectural Access Board Regulations, from the parking area to the door on the southerly side of Fellowship Hall, and shall provide such other safe meanscase of secondary egress from Fellowship Hall as is required under the State Building Code. Prior to beginning construction, LESSOR shall provide a copy of the plans for same to the LESSEE for approval, which plans shall be deemed approved if not objected to within 10 days of receipt.~~

~~12. ASSIGNMENTS & SUBLETTING~~

~~The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consentsublease, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease; provided, however, LESSEE shall be released from all liability for defaults occurring after the assignment of the Lease.~~

13. SUBORDINATION

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part, and the LESSEE shall, when requested, execute and deliver within 15 days such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, provided, however, that this Lease shall not be subordinate to any mortgage which does not currently constitute a lien on the Leased Premises unless the holder of such mortgage agrees that this Lease shall remain in full force and effect and that Lessee's possession of the Leased Premises shall not be disturbed so long as LESSEE is not in default under any of the terms and provisions of this Lease (and, with respect to any existing mortgage, LESSOR agrees that, upon LESSEE'S request, it will obtain such an agreement from the holder of such mortgage).

14. LESSOR'S ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times and upon reasonable prior notice to LESSEE, enter to view the leased premises and make repairs and alterations as LESSOR should elect to do, and may show the leased premises to others, provided the same does not interfere with the use of the Leased Premises by the LESSEE. Any other use by LESSOR during the times for LESSEE's exclusive occupancy shall be by permission of LESSEE, which may be given by the Town Administrator or her designee, in consultation as necessary with the Council on Aging Coordinator; any such request to be at least 48 hours prior to the desired use; the LESSEE shall be granted a proportionate rent reduction for the following month based upon any such occupancy by LESSOR.

15. **INDEMNIFICATION**

The LESSEE, to the extent permitted by law, agrees to defend and save the LESSOR, its agents and employees harmless from any and all injury, loss or damage and any and all claims for injury loss or damage of whatever nature caused by or resulting from any act, omission or negligence of LESSEE or anyone claiming under LESSEE occurring in or upon the Leased Premises and the common areas unless the same is due to the fault of the LESSOR, its agents or employees.

LESSOR agrees to defend and save the LESSEE and its officials, boards, agents and employees harmless from any and all injury, loss or damage and any and all claims for injury loss or damage of whatever nature caused by or resulting from any act, omission or negligence of LESSOR or anyone claiming under LESSOR occurring in or upon the leased premises and the common areas unless the same is due to the fault of the LESSEE, its agents or employees.

16. **LIABILITY INSURANCE**

LESSEE shall, at its own cost, maintain with respect to the leased premises and the property of which the leased premises are a part, comprehensive public liability insurance in the amount of One Million Dollars (\$1,000,000) and One Million Dollars (\$1,000,000) with respect to property damage in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as the LESSEE against injury to persons or damage to property as provided. LESSEE shall deposit with Church Secretary certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured named therein. LESSEE shall not be responsible for Leased Premises outside of the time periods of LESSEE's permitted use under this Lease. The LESSOR shall be named as an additional insured on LESSEE's policies.

At all times during the Term hereof, LESSOR shall, at its own cost and expense, maintain with respect to the leased premises and the property of which the leased premises are a part, comprehensive public liability insurance in the amount of One Million Dollars (\$1,000,000) and shall keep the building(s) containing the Leased Premises insured against loss or damage by fire and such other insurance risks, casualties and hazards as are insured against by owners of comparable property in an amount equal to one hundred percent (100%) of the full replacement cost of such building(s). All insurance to be furnished by LESSOR under this Section shall be by policies which shall name as insureds LESSOR and LESSEE as their interests may appear.

17. **FIRE, CASUALTY, EMINENT DOMAIN**

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, rendering the leased premises unsuitable for their intended use, or be taken by eminent domain, either party may elect to terminate this lease. The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property or equipment. In the event of fire or other casualty not involving a substantial portion or substantial damage or in any event if neither party elects to terminate this lease, then the LESSOR shall have the damage repaired and the Leased Property Premises restored to at least its prior condition within a reasonable time and shall proportionately reduce the rent for any period when the Leased Premises may not be occupied in whole or in part due to such casualty or due to any taking by eminent domain.

18. **DEFAULT & BANKRUPTCY**

In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof, or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof or if such default cannot be cured within thirty (30) days then such long period of time as reasonably necessary to cure such default provided that such cure is commenced within the initial thirty (30) day period, or
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE'S property for the benefit of creditors,

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of the lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or default. If the LESSEE is in default hereunder, -the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations ~~incurred~~ incurred shall, subject to appropriation be paid to the LESSOR.

In the event that LESSOR shall fail in the performance or observance of any agreement or condition in this Lease contained on its part to be performed, or observed, and if the default is not cured within thirty (30) days from the date on which LESSEE sends LESSOR written notice specifying the default (or, if the default is of such a nature that it cannot reasonably be cured within said thirty (30) day period, or if LESSOR, having commenced the cure within said thirty (30) day period thereafter fails to diligently prosecute the same to completion), LESSEE may, at its option, without waiving any claim for damages for breach of agreement or any other remedy available to LESSEE, at any time thereafter cure such default for the account of LESSOR and any amount paid or any contractual liability incurred by LESSEE in so doing shall be deemed paid or incurred for the account of LESSOR and LESSOR shall reimburse LESSEE therefor and save LESSEE harmless therefrom. Provided, however, that LESSEE may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to LESSOR if an emergency situation exists, or after notice to LESSOR, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or LESSEE's interest therein or to prevent injury or damage to persons or Leased Premises.

19. **SURRENDER**

The LESSEE shall, at the expiration or other termination of this lease, remove all LESSEE'S goods and effects from the leased premises. LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith, and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to

remove any of the LESSEE's property from the premises after thirty days prior written notice to remove such property, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, to retain same under LESSOR's control or to sell at public or private sale, without further notice any or all of the property not so removed, and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

20. **SECURITY DEPOSIT [INTENTIONALLY DELETED]**

21. **HOLD OVER BY LESSEE**

In the event LESSEE remains in possession of the leased premises after the termination of this lease, and without the execution of a new lease, LESSEE, at the option of LESSOR, shall be deemed to be occupying said leased premises as a tenant from month to month, subject to all other conditions, provisions and obligations of this lease insofar as the same are applicable to a month to month tenancy.

22. **RIGHT TO TERMINATE/ LEASE EXTENSION**

The LESSEE shall have the right to terminate this lease with or without cause and without ~~penalties, fees, costs or damages~~ or requirement to pay any rent following termination, upon ~~sixty~~ ~~(60)~~ at least forty-five (45) days prior written notice to LESSOR.

If the LESSEE gives written notice to the LESSOR not less than 120 days prior to the date of termination of this lease or any then applicable extension of this lease, the LESSEE and LESSOR agree to negotiate in good faith for an extension or further extension of this lease, conditional upon (i) mutual agreement on a rental rate for the extended term, ~~and (ii) appropriation of adequate funding by the Boxborough Town Meeting to cover each term, and (iii) compliance with Massachusetts General Laws c. 30B, if applicable.~~

23. **QUIET ENJOYMENT**

LESSOR covenants that at all times during the Term hereof, so long as LESSEE is not in default hereunder, LESSEE'S quiet enjoyment of the Leased Premises or any part thereof shall not be disturbed by any act of LESSOR, or by anyone acting by, through or under LESSOR. LESSEE will allow LESSOR to make necessary repairs during LESSEE's normal hours provided that the parties have mutually agreed that such repairs are ~~necessary and are~~ unable to be carried out at other times, and do not unreasonably interfere with LESSEE's use of the Leased Premises. LESSOR shall, when possible, provide, at least 48 hours notice to LESSEE of the need to carry out such repairs.-

24. **GOOD TITLE**

LESSOR warrants and represents, upon which warranty and representation LESSEE has relied in the execution of this Lease Agreement, that LESSOR is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants and restrictions of record as of the date of this Lease Agreement, provided that such exception(s) shall not impede or interfere with the quiet use and enjoyment of the Premises by LESSEE. LESSOR further warrants and covenants that this Lease Agreement shall not be subordinate to any

encumbrance except as set forth in **Exhibit B** attached hereto; that LESSOR has full right and lawful authority to execute this Lease Agreement for the Term, in the manner, and upon the conditions and provisions herein contained; and that there is no legal impediment to the use of the Premises as set out herein.

25. **SEVERABILITY**

The invalidity or unenforceability of any particular provision hereof shall not affect the other provisions, and this Lease Agreement shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

26. **BENEFIT.**

This Lease Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors and assigns. The provisions hereof are solely for the benefit of the parties and their respective legal representatives, successors and assigns, and shall not be deemed or construed to create any right for the benefit of any other person.

27. **CONSTRUCTION**

Whenever a singular word is used herein, it shall also include the plural wherever required by the context, and vice versa. The terms and conditions hereof represent the results of bargaining and negotiations between the parties, each of which has been represented by counsel of its selection, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise, and represent the results of a combined draftsmanship effort. Consequently, the terms and conditions hereof shall be interpreted and construed in accordance with their usual and customary meanings, and the parties hereby expressly waive and disclaim, in connection with the interpretation and construction hereof, any rule of law or procedure requiring otherwise, specifically including but not limited to, any rule of law to the effect that ambiguous or conflicting terms or conditions contained here in shall be interpreted or construed against the party whose counsel prepared this Lease Agreement or any earlier draft hereof.

28. **ENTIRE AGREEMENT; WRITTEN MODIFICATION**

This Lease Agreement contains the entire integrated understanding between the parties with respect to the subject matter hereof; all representations, promises, and prior or contemporaneous understandings, between the parties with respect to the subject matter hereof are expressed in this Lease Agreement; and any other understandings between the parties with respect to the subject matter hereof are hereby canceled. This Lease Agreement shall not be amended, modified or supplemented without the written agreement of the parties at the time of such amendment, modification or supplement.

29. **GOVERNING LAW**

This Lease Agreement shall be governed by and subject to the laws of the Commonwealth of Massachusetts.

30. CAPTIONS

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

31. NOTICES

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To LESSOR: The United Church of Christ, Congregational, Boxborough, MA
723 Massachusetts Avenue
Boxborough, MA 01719

To LESSEE: Town Administrator
Town of Boxborough
29 Middle Road
Boxborough, MA 01719

With a copy to: John W. Giorgio, Esq.
Kopelman & Paige, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110

or to such other address as shall be furnished in writing by either party to the other.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and seals this day.

LESSOR
United Church of Christ, Congregational
Boxborough

LESSEE
TOWN OF BOXBOROUGH acting by and
through its Board of Selectmen

By _____

By _____

Title _____

Title _____

DATE _____

DATE _____

EXHIBIT A

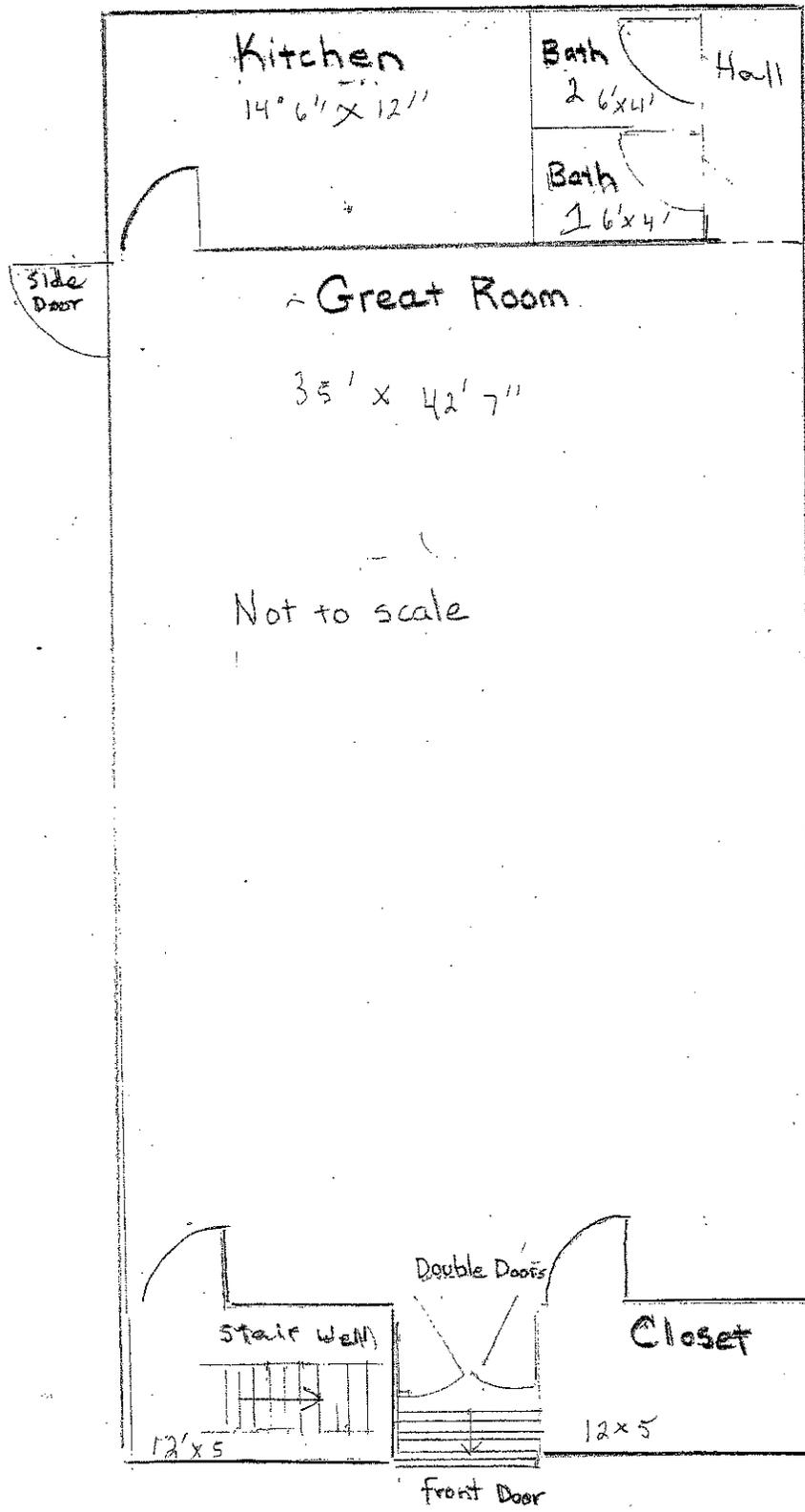


EXHIBIT B

NONE

7d

Selina S. Shaw

From: Brian Riley [REDACTED]
Sent: Monday, June 11, 2012 5:24 PM
To: Stemple, Robert T.
Cc: John Giorgio; selina.shaw@town.boxborough.ma.us
Subject: Potential conflict of interest - holding two Town positions

Mr. Stemple: I am writing in response to your questions below. It is my understanding that you have served as a paid (per diem) Firefighter/EMT for the Town since 1995 and that you were recently elected to the Board of Selectmen. The Firefighter/EMT position is not in a union. You have asked what steps you should take to avoid any potential violations of General Laws Chapter 268A, the Conflict of Interest Law. The Board of Selectmen appoints the Fire Chief and all officers and employees in the Fire Department.

In my opinion, you are not restricted from holding these two positions or receiving compensation for them. You are prohibited, however, from acting as Selectman in any matter in which you have an actual or reasonably foreseeable financial interest with regard to your position with the Fire Department. In both capacities, you are a "municipal employee" as defined at G.L. c.268A, §1 and you are subject to the prohibitions and restrictions of the statute. I first note that a position or office that is designated as a "special municipal employee" is provided certain exemptions under §17 and §20 of Chapter 268A that are not applicable to other positions. In general, a position must be eligible for the designation (compensated for less than 800 hours per year) and be so designated by the Board of Selectmen, but by statute [G.L. c.268A, §1(n)] all Selectmen in towns of less than 10,000 population are "special municipal employees," so this will apply in your case.

Chapter 268A, §20 prohibits a municipal employee from having a financial interest in a contract with the Town, which includes a paid appointed position with the Town, unless he qualifies for one of the exemptions set forth in §20. A special municipal employee may have a financial interest in a contract if he qualifies for either a §20(c) or §20(d) exemption. In my opinion, you must qualify for the §20(d) exemption, as §20(c) only applies to special municipal employees that have no oversight role or official responsibility over the "contracting agency" [Fire Department], but the Selectmen do hold such a role. Section 20(d) requires that the special municipal employee disclose his financial interest in the contract (i.e., per diem Firefighter/EMT) to his appointing authority (Board of Selectmen) and have that authority approve his exemption. I have attached the State Ethics Commission's §20(d) exemption form that you can use by filling in the applicable sections; of course, you should not participate in the Board's vote on your exemption. If approved, this would resolve your §20 issue.

Going forward, the primary section of Chapter 268A that you should be aware of is §19, which prohibits a municipal employee (including specials) from participating in any particular matter in which he or his immediate family members have a financial interest. When a matter involving the Fire Department comes before the Board of Selectmen, therefore, you will need to consider whether you may have a financial interest in that matter. In my opinion, that may not be very many issues given your position in the department. For example, if the Department's annual budget request comes before the Board of Selectmen and it includes salaries for the per diem Firefighter/EMT's, you would have to recuse yourself from the table and not participate until the matter is completed. In my further opinion, however, most matters that involve the Fire Department would not necessarily affect your personal financial interest (although they may create an appearance of a conflict, which is discussed below). For example, the Town Administrator and I discussed the dispatchers union, but in my opinion, you would not be prohibited from participating in collective bargaining matters involving this union despite its connection

6/21/2012

the Fire Department. If the Fire Chief plays a role in assigning per diem firefighters or in performance reviews (i.e., matters that could affect a firefighter's financial interest), then you will likely be prohibited from negotiating or approving a new contract or participating in a disciplinary matter involving the Fire Chief (i.e., matters that affect whether the Chief continues in office).

The other section to be aware of is §23(b)(3), which provides that a municipal employee shall not:

act in a manner which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is likely to act or fail to act as a result of kinship, rank, position or undue influence of any party or person. It shall be unreasonable to so conclude if such officer or employee has disclosed in writing to his appointing authority or, if no appointing authority exists, discloses in a manner which is public in nature, the facts which would otherwise lead to such a conclusion.

This section can be violated, therefore, if there is a reasonable appearance of a conflict of interest. However, the underlined sentence above provides that there can be no "reasonable appearance" of a conflict if the municipal employee makes a written disclosure of the facts – appointed employees disclose to their appointing authority, while elected officials are advised by the State Ethics Commission to file the written disclosure with the Town Clerk's office.

In summary, holding two positions in Town does trigger certain issues under G.L. c.268A, but you may hold both and receive compensation as long as (1) you qualify for the §20(d) exemption with the attached form, and (2) you do not participate as a Selectman in Fire Department matters that involve your personal financial interest as a per diem Firefighter/EMT. If you have further questions in this regard, please feel free to contact me.

Very truly yours,

Brian W. Riley, Esq.
Kopelman and Paige, P.C.



This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.

From: Stemple, Robert T. [REDACTED]
Sent: Monday, June 04, 2012 12:59 PM
To: Brian Riley
Cc: John Giorgio
Subject: conflict of interest

Hello Mr. Riley &
Mr Giorgio

I am requesting some guidance with the matter of conflict of interest as it relates to the Town of Boxborough Board of selectman position which I was just recently elected to.

I believe you both have had some conversation with Selina Shaw the Town Administrator, regarding this matter. At her request and my own education, I am requesting some specific guidance on what I can perform my duties on as a Selectman and what I can't, as it relates to the Town's Fire Department, for which I have been a member of since 1995 as a per diem Firefighter/EMT.

I am asking for a formal opinion so that it may be shared with Town Administration in order to avoid any questions being asked over the next 3 years of my term.

I'm sure there will be need for some conversation, questions and answers before that part can be accomplished. I am available by phone at [REDACTED] which is the telephone number at my full time employment, Partners Healthcare, or at the email listed below.

Thank you for your assistance and guidance in this matter.

With regard,
Bob
Robert T. Stemple

[REDACTED]

The information in this e-mail is intended only for the person to whom it is addressed. If you believe this e-mail was sent to you in error and the e-mail contains patient information, please contact the [REDACTED] of [REDACTED]. If the e-mail was sent to you in error but does not contain patient information, please contact the sender and properly dispose of the e-mail.

**DISCLOSURE BY SPECIAL MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(d)**

SPECIAL MUNICIPAL EMPLOYEE INFORMATION	
Name of special municipal employee:	Robert T Stemple
Put an X beside one statement.	<p>I am a special municipal employee because:</p> <p><input checked="" type="checkbox"/> I am a selectman in a town with a population of 10,000 or fewer people;</p> <p><input type="checkbox"/> I am not a mayor, alderman or city councilor, and</p> <p><input type="checkbox"/> I serve in a municipal position for which no compensation is provided, or</p> <p><input type="checkbox"/> I earned compensation for fewer than 800 hours in the preceding 365-day period, or</p> <p><input type="checkbox"/> By the classification of my position by my municipal agency or by the terms of a contract or my conditions of employment, I am permitted to have personal or private employment during normal business hours.</p> <p><input type="checkbox"/> I work for a company or organization which has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular, and the contract states that I am a special municipal employee or indicates that I meet one of the three requirements listed above.</p>
Title/ Position	Selectman
Fill in this box if it applies to you.	<p>If you are a special municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.</p> <p>Firefighter/E.M.T. Town of Boxboro</p>
Municipal Agency/ Department:	This is "my Municipal Agency." Board of Selectman
Agency Address:	29 Middle Road Boxborough MA
Office phone:	978-263-1116
Office e-mail:	
	Check one: <input checked="" type="checkbox"/> Elected or <input type="checkbox"/> Non-elected
Starting date as a special municipal employee.	5/21/12

<p>BOX # 1</p> <p>Select either STATEMENT #1 or STATEMENT #2.</p> <p>Write an X by your financial interest.</p>	<p>ELECTED SPECIAL MUNICIPAL EMPLOYEE</p> <p>I am an elected special municipal employee.</p> <p><input checked="" type="checkbox"/> STATEMENT #1: I had a financial interest in a contract made by a municipal agency before I was elected to a compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p><input type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p><input checked="" type="checkbox"/> A compensated, non-elected position with a municipal agency.</p> <p><input type="checkbox"/> A contract between a municipal agency and myself.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><input type="checkbox"/> Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p>BOX #2</p> <p>Select either STATEMENT #1 or STATEMENT #2.</p> <p>Write an X by your financial interest.</p>	<p>NON-ELECTED SPECIAL MUNICIPAL EMPLOYEE</p> <p>I am a non-elected special municipal employee (compensated or uncompensated).</p> <p><input type="checkbox"/> STATEMENT #1: I had a financial interest in a contract made by a municipal agency, other than an employment contract, before I took a non-elected, compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p><input type="checkbox"/> A contract between a municipal agency and myself, but not an employment contract.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p>OR</p> <p><input type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p><input type="checkbox"/> A compensated, non-elected position with a municipal agency.</p> <p><input type="checkbox"/> A contract between a municipal agency and myself.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><input type="checkbox"/> Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p>FINANCIAL INTEREST IN A MUNICIPAL CONTRACT</p>	
<p>Name and address of municipal agency that made the contract</p>	<p>This is the "contracting agency."</p> <p>Fire Dept Town of Boxborough 502 MASSACHUSETTS AVE Boxborough MA</p>
<p>Write an X to confirm this statement.</p>	<p><input checked="" type="checkbox"/> In my work as a special municipal employee for my Municipal Agency, I participate in or have official responsibility for activities of the contracting agency.</p>

FILL IN THIS BOX OR THE NEXT BOX	ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND YOU. - Please explain what the contract is for. <i>Services Performed As A Fire Fighter/EMT. For The Town of Boxborough And It's Residents on an hourly basis.</i>
	ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND ANOTHER PERSON OR ENTITY - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?
What is your financial interest in the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it. <i>ANNUAL COMPENSATION ESTIMATE IS \$25,000.00/yr</i>
Date when you acquired the financial interest	<i>June 25 1995</i>
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. <i>none</i>
Date when your immediate family acquired the financial interest	<i>none</i>
Employee signature:	<i>Andrew J. Stangle</i>
Date:	<i>6/15/2012</i>

**SEE NEXT PAGE FOR APPROVAL
 BY CITY COUNCIL, BOARD OF ALDERMEN,
 BOARD OF SELECTMEN, TOWN COUNCIL,
 OR DISTRICT PRUDENTIAL COMMITTEE**

**APPROVAL OF EXEMPTION
BY THE CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN,
TOWN COUNCIL OR DISTRICT PRUDENTIAL COMMITTEE**

Name:	Robert T. Stemple
Name of approving body: Write an X by one selection.	<input type="checkbox"/> City Council <input type="checkbox"/> Board of Aldermen <input checked="" type="checkbox"/> Board of Selectmen <input type="checkbox"/> Town Council <input type="checkbox"/> District Prudential Committee
Title/ Position	Fire Fighter / E.M.T.
Agency Address:	Boxborough Fire Department 502 Massachusetts Avenue Boxborough, MA 01719
Office phone:	978-263-1116
APPROVAL OF § 20(d) EXEMPTION	
	<p>We have received a disclosure under G.L. c. 268A, § 20(d) from a special municipal employee who seeks to have a financial interest in a contract made by a municipal agency of this city or town. We understand that the special municipal employee participates in, or has official responsibility for, activities of the municipal agency that made the contract. We approve this exemption under § 20(d) regarding the financial interest identified by the special municipal employee.</p>
Signature:	On behalf of the Council, Board or Committee identified above, I sign this approval.
Date:	6/1/12

Attach additional pages if necessary.

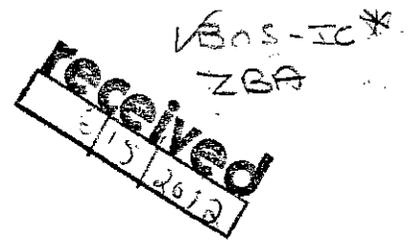
File your completed, signed, approved Disclosure with the city or town clerk.



Internal Communications and Outgoing Communications
June 25, 2012

1. Letter from residents, Karen Fanucci and Sebastian Kiss, received June 15, 2012, to the Board of Selectmen, expressing their opposition to variance and building proposal requested by Mr. & Mrs. Moran of 100 Chester Road. *
2. Communications regarding the proposed Minuteman Village development [Stow Road]:
 - a. Letter from TA Selina Shaw, dated June 11, 2012, to MassHousing – 40B Project Coordinator, Michael Busby, sent on behalf of the Selectmen to request that he extend to 90-days the period for the Town to respond with comments on the submitted Site Approval application. *
 - b. Letter from MassHousing – 40B Project Coordinator, Michael Busby, dated June 5, 2012, to Selectmen Chair, Leslie Fox, advising him that MassHousing is in the process of reviewing the application for Site Approval and requesting comments from the Town within 30 days. *
3. Copy of a certified letter from Inspector of Buildings, John Jennings, dated June 14, 2012, to Leo Bartolami of Boxborough Properties, LLC advising him that it has been determined that the building located at 593 Mass. Ave. is an “unsafe structure” and advising him of the necessary actions needed to make the property safe. *

82 (1)



Dear Boxborough Board of Selectmen,

We are writing to express our opposition to the variance exception and building proposal requested by MR. and MRS. Patrick Moran of 100 Chester Road in Boxborough.

The impact on wildlife habitat due to shrinking woodlands is most apparent and of foremost concern. Without riparian organic matter, the wetland ecosystems have no nutrients to support the diverse life that they host. As you know, wetlands also work as part of an integrated ecosystem to maintain stability and function of our water table and its purity.

Furthermore, the disturbance to wetlands if access is provided would be dramatic and unprecedented. Although I understand the Moran's retirement concerns, it was incumbent upon them to recognize the building and use limitations for their parcel of land when it was purchased.

In addition, allowing such a dramatic transgression of wetlands restrictions sets a precedent for many other Boxborough residents with multi acreage parcels to request subdividing and developing their own land as well. Therefore, the implications of such a decision will have negative repercussions far into the future.

The wetlands restrictions currently in place were well researched and well thought out. We are opposed to such a major disruption in Boxborough's current wetlands restrictions as proposed.

Respectfully,



Karen Fanucci

95 Meadow Lane



Sebastian Kiss

50 Spencer Road

82(22)



BOXBOROUGH BOARD OF SELECTMEN
29 Middle Road, Boxborough, Massachusetts 01719
Phone: (978) 263-1116 • Fax: (978) 264-3127
www.town.boxborough.ma.us

Leslie R. Fox, Chair Francis J. Powers, Clerk Vincent M. Amoroso Robert T. Stemple Raid M. Suleiman

**By Certified Mail Return Receipt #7007-3020-0002-6091-6537
and e-mail to mbusby@masshousing.com**

June 11, 2012

Michael Busby
40B Project Coordinator
Massachusetts Housing Finance Agency
One Beacon Street
Boston, MA 02108

Re: Minuteman Village, Boxborough, MA PE-518

Dear Mr. Busby:

I am writing on behalf of the Boxborough Board of Selectmen. We are in receipt of your June 5 letter regarding the application for Site Approval submitted by James Fenton, Michael Jeanson and John Lyons for the proposed Minuteman Village development.

You have asked that the town submit any comments it may have within 30 days. We look forward to reviewing and commenting upon the application; however, thirty days will not allow adequate time for the town to provide input from our town boards, officials and other interested parties. Therefore, we wish to formally request that you extend the response period to ninety days, until September 4. As a small town, we have limited staff here at Town Hall, the Town Planner and I, available to review the application. Additionally, our boards and committees meet only once or twice a month and it will be difficult to coordinate those meetings in ample time to provide input to the Board of Selectmen to compile and return to MassHousing within the thirty day period.

We look forward to your response in support of our request.

Sincerely,

Selina S. Shaw
Town Administrator

Cc: Greg Watson, Comprehensive Permit Manager by e-mail only



82(2b)

*

Massachusetts Housing Finance Agency
One Beacon Street, Boston, MA 02108

TEL: 617.854.1000 | FAX: 617.854.1091
VP: 866.758.1435 | www.masshousing.com

Received
6/6/2012

June 5, 2012

Town of Boxborough
Board of Selectmen
Ms. Leslie Fox, Chair
29 Middle Road
Boxborough, MA 01719

RE: Minuteman Village, Boxborough, MA
PE-518

Dear Ms. Fox:

The Massachusetts Housing Finance Agency (MassHousing) is currently reviewing an application for Site Approval submitted by James Fenton, Michael Jeanson and John Lyons. The proposed Minuteman Village development will consist of 96 newly constructed housing units located on a 59 acre parcel of land located on Stow Road in Boxborough.

The site approval process is offered to project sponsors who intend to apply for a comprehensive permit under Chapter 40B. MassHousing's review involves an evaluation of the site, the design concept, the financial feasibility of the proposal, and the appropriateness of the proposal in relation to local housing needs and strategies. As part of our review, we are soliciting comments from the local community and we would appreciate your input. You also may wish to include in your response, issues or concerns raised by other town boards, officials or other interested parties. Pursuant to the new Massachusetts General Laws Chapter 40B regulations (760 CMR 56.00) your comments may include information regarding municipal actions previously taken to meet affordable housing needs such as inclusionary zoning, multifamily districts adopted under G.L. c.40A and overlay districts adopted under G.L. c.40R. Your comments will be considered as part of our review.

We have been informed by the applicant that the Town has received a copy of the application and site plans. Please inform us of any issues that have been raised or are anticipated in the Town's review of this application. We request that you submit your comments to this office within 30 days so we may process this application in a timely manner.

During the course of its review, MassHousing will conduct a site visit, which Local Boards, as defined in 760 CMR 56.02, may attend. The site visit for Minuteman Village has been

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tentatively scheduled for June 21, 2012. Please notify Michael Busby, MassHousing 40B Project Coordinator, at (617) 854-1219 promptly if any representatives of your office or of other Local Boards plan to attend the scheduled site visit.

Please note that if and when an application is submitted for a comprehensive permit, assistance is available to Boxborough's Zoning Board of Appeals (ZBA) to review the permit application. The Massachusetts Housing Partnership's (MHP) *Ch. 40B Technical Assistance Program* administers grants to municipalities for up to \$10,000 to engage qualified third-party consultants to work with the town's ZBA in reviewing the Chapter 40B proposal. For more information about MHP's technical assistance grant visit MHP's web site, www.mhp.net/40B or e-mail MHP at communityinfo@mhp.net. Also available at MHP's web site are the "Local 40B Review and Decision Guidelines" that were released in November 2005 to provide guidance to local officials as they review comprehensive permit applications. The Chapter 40B regulations and accompanying guidelines issued by DHCD, however, take legal precedence over the MHP guidelines.

If you have any questions, please do not hesitate to telephone me at (617) 854-1219 or Greg Watson, Comprehensive Permit Manager, at (617) 854-1880.

Thank you for your assistance.

Sincerely,



Michael Busby
40B Project Coordinator

email:

m busby @ mass housing . com

g watson @ mass housing . com

Reg Mail 7009 2250 0002 2561 8650 82 (3) *



BOXBOROUGH BUILDING DEPARTMENT
29 Middle Road, Boxborough, Massachusetts 01719
Phone: (978) 263-1116 • Fax: (978) 264-3127
www.town.boxborough.ma.us

June 14, 2012

Mr. Leo Bartolami
Boxborough Properties, LLC
6 Proctor St.
Acton, MA 01720

RE: 593 Massachusetts Avenue Boxborough MA 01720

Dear Mr. Bartolami,

On May 30, 2012 this office received a complaint in regard to a possible fire hazard / unsafe structure at 593 Massachusetts Avenue. Subsequently a site visit was made by this office. Once at the site this office contacted Boxborough Fire Department. A site survey was done.

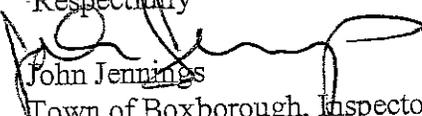
It was determined that 593 Massachusetts ave is an unsafe structure. A report stating the facts was completed per CMR 780 116.1-116.2 (copy enclosed)

The following is a list of problems that need to be fixed in order to make this property safe.

1. Secure all first floor windows and doors (cover with plywood)
2. Secure garage
3. Secure rear stockyard so no vehicles can enter

You have 48 hours upon receipt of this letter to respond to this office with your plan to rectify this problem @ 978-263-1116 ext 114.

Respectfully


John Jennings
Town of Boxborough, Inspector of Buildings

Cc; Selina Shaw, Town Administrator ✓
Elizabeth Hughes, Town Planner
Chief White, Boxborough Fire Department

Enclosure

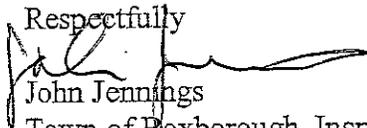
Site Survey Report

RE: Site survey Report of 593 Massachusetts Avenue Boxborough MA 01720

On May 30, 2012 John Jennings Inspector of Buildings Boxborough Ma along with Lt Grey of Boxborough Fire Department. Conducted a site survey and wrote the following report.

1. Unsecured rear entrance to stock yard
2. Unsecured doors on house
3. unsecured door on garage
4. property not maintained
5. Property is vacant.
6. Stairway from rear to 2nd floor not secures.

Respectfully



John Jennings
Town of Boxborough, Inspector of Buildings

Cc; Selina Shaw, Town Administrator
Lt. Grey Boxborough Fire Department

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**Minutes, Notices and Updates
June 25, 2012**

Minutes

1. Minutes of the Finance Committee meetings held May 7, 2012 and May 14 through 17, 2012
2. Minutes of the Personnel Board meeting held March 5, 2012
3. Minutes of the Board of Appeals meeting held May 22, 2012
4. Minutes of the Conservation Commission meeting held June 6, 2012

Notices

1. Notice of a Housing Board meeting held June 13, 2012
2. Notice of a Council on Aging meeting held June 14, 2012
3. Notice of an Agricultural Commission meeting held June 14, 2012
4. Notices of Board of Selectmen meetings:
 - a. Regular meeting held June 22, 2012
 - b. Regular meeting to be held June 25, 2012
 - c. Executive Session - held June 19, 2012 [Fire]
 - d. Contract Negotiating Team [Executive Session]
 - i. Held June 20, 2012 [Fire]
 - ii. To be held June 28, 2012 [Dispatch]
 - iii. To be held July 2, 2012 [Dispatch]
 - iv. To have been held July 20, 2012 - cancelled
5. Notice of a Personnel Board meeting held June 20, 2012
6. Notice of an Airport Study Committee meeting held June 20, 2012
7. Notice of a Finance Committee meeting to be held June 25, 2012
8. Notices of Boxborough Information Technology Committee meetings:
 - a. Held June 13, 2012
 - b. To be held June 26, 2012

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

9. Notices of Boxborough School related matters:
 - a. Contract Negotiations Subcommittee [Executive Session] held June 15, 2012.
 - b. School Committee meeting to be held June 26, 2012.
 - c. Boxborough School District Job Postings:
 - i. Speech/Language Pathologist (K-6)
 - ii. Multi-posting: Behavior Specialist; Special Education Teacher; Speech/Language Pathologist; and Special Education Paraprofessionals

10. Town Hall Job Posting – Part-time Department Assistant

11. Notice from the Central Mass. Mosquito Control Project of upcoming dates they will be investigating mosquito complaints in Boxborough [July 3, 10, 17, 24, & 31].

12. Release Notification from Cyn Environmental Services, dated May 16, 2012, to Selectmen Chair Raid Suleiman, of a release at 1425 Mass. Ave. [identified as the Gulf Station] on April 7, 2012 of ≈11 gallons of gasoline from a vehicle fuel tank.

86(11)

B. H.
✓ 7. 8 *
Conson



CYN
ENVIRONMENTAL
SERVICES

Received
6-14-2012

May 16, 2012

Raid Suleiman, Chair
Boxborough Board of Selectmen
29 Middle Road
Boxborough, MA 01719
P:(978) 264-3127

RE: Release Notification Form (RNF) and Response Action Outcome (RAO) Statement
Boxborough, Massachusetts – 1425 Massachusetts Avenue
Sudden Release of Gasoline
Release Tracking Number (RTN) 2-18546

Dear Chairman Suleiman:

Pursuant to 310 CMR 40.1403(h) and (f) of the Massachusetts Contingency Plan (MCP, 310 CMR 40.0000), Cyn Environmental Services (Cyn) of Stoughton, MA, on behalf of Vere Enterprises of Duxbury, MA, provides this notification of the submittal of a Release Notification Form (RNF) and Class A-1 Response Action Outcome (RAO) Statement for the referenced site. As required, this notice includes a copy of the RNF and also reminds you of your right to request additional Public Involvement Activities under 310 CMR 40.1403(9).

To summarize the RAO Statement, a release of an estimated 11 gallons of gasoline occurred at the site from the fuel tank of a motor vehicle during a fueling incident. The fuel was released to a section of concrete pad and asphalt measuring approximately 70 feet long and 1 to 10 feet wide and potentially, a portion of soil located between granite curbing and a monitoring well measuring 1 foot by 2 feet wide and less than 3 inches deep. The refueling activities were shut-down and the vehicle was removed from the site prior to Cyn's arrival, thus serving to eliminate the primary source of the release. Remedial activities (i.e., the use of absorbent materials to remove gasoline from the paved surface and the excavation of the potentially impacted soil) have served to reduce and/or eliminate the secondary source(s) (i.e., impacted media). Assessment activities did not identify the presence of remaining fuel, analytical results indicate that petroleum related compounds do not exist in the soil, and the release did not impact the underlying groundwater table.

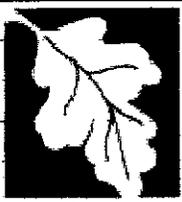
The primary and secondary sources of the release have been eliminated. Exposure Points, Exposure Pathways, and Exposure Point Concentrations do not exist for this site. A Critical Exposure Pathway, a condition of Substantial Release Migration, and/or an Imminent Hazard does not current exist at the site. A Permanent Solution has been achieved and the level of oil and/or hazardous material in the environment has been reduced to background. A level of no significant risk to safety exists at the site and no further action is required at the defined disposal site with respect to this release.

A complete copy of the RAO Statement is available to you through the Massachusetts Department of Environmental Protection's (MassDEP's) Central Regional Office at 627 Main Street in Worcester, MA 01608. You may reach this office at (508) 792-7650. Should you require any further information or have any questions relative to this submittal, please feel free to contact the undersigned at the letterhead address at your earliest convenience.

Sincerely,
Cyn Environmental Services

Elizabeth K. Strachan
Project Manager

cc: MassDEP, Central Regional Office



**RELEASE NOTIFICATION & NOTIFICATION
RETRACTION FORM**

Release Tracking Number
2 - 18546

Pursuant to 310 CMR 40.0335 and 310 CMR 40.0371 (Subpart C)

A. RELEASE OR THREAT OF RELEASE LOCATION:

1. Release Name/Location Aid: **GULF GAS STATION**

2. Street Address: **245 MASS AVE**

3. City/Town: **BOXBOROUGH** 4. ZIP Code: _____

5. UTM Coordinates: a. UTM.N: **4706893** b. UTM.E: **291322**

B. THIS FORM IS BEING USED TO: (check one)

- 1. Submit a **Release Notification**
- 2. Submit a **Revised Release Notification**
- 3. Submit a **Retraction of a Previously Reported Notification** of a release or threat of release including supporting documentation required pursuant to 310 CMR 40.0335 (Section C is not required)

(All sections of this transmittal form must be filled out unless otherwise noted above)

C. INFORMATION DESCRIBING THE RELEASE OR THREAT OF RELEASE (TOR):

1. Date and time of Oral Notification, if applicable: **04/07/2012** Time: **12:40** AM PM
mm/dd/yyyy hh:mm

2. Date and time you obtained knowledge of the Release or TOR: **04/07/2012** Time: **12:25** AM PM
mm/dd/yyyy hh:mm

3. Date and time release or TOR occurred, if known: **04/07/2012** Time: **12:25** AM PM
mm/dd/yyyy hh:mm

Check all Notification Thresholds that apply to the Release or Threat of Release:
(for more information see 310 CMR 40.0310 - 40.0315)

<p>4. 2 HOUR REPORTING CONDITIONS</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> a. Sudden Release <input type="checkbox"/> b. Threat of Sudden Release <input type="checkbox"/> c. Oil Sheen on Surface Water <input type="checkbox"/> d. Poses Imminent Hazard <input type="checkbox"/> e. Could Pose Imminent Hazard <input type="checkbox"/> f. Release Detected in Private Well <input type="checkbox"/> g. Release to Storm Drain <input type="checkbox"/> h. Sanitary Sewer Release (Imminent Hazard Only) 	<p>5. 72 HOUR REPORTING CONDITIONS</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. Subsurface Non-Aqueous Phase Liquid (NAPL) Equal to or Greater than 1/2 Inch <input type="checkbox"/> b. Underground Storage Tank (UST) Release <input type="checkbox"/> c. Threat of UST Release <input type="checkbox"/> d. Release to Groundwater near Water Supply <input type="checkbox"/> e. Release to Groundwater near School or Residence <input type="checkbox"/> f. Substantial Release Migration 	<p>6. 120 DAY REPORTING CONDITIONS</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. Release of Hazardous Material(s) to Soil or Groundwater Exceeding Reportable Concentration(s) <input type="checkbox"/> b. Release of Oil to Soil Exceeding Reportable Concentration(s) and Affecting More than 2 Cubic Yards <input type="checkbox"/> c. Release of Oil to Groundwater Exceeding Reportable Concentration(s) <input type="checkbox"/> d. Subsurface Non-Aqueous Phase Liquid (NAPL) Equal to or Greater than 1/8 Inch and Less than 1/2 Inch
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RELEASE NOTIFICATION & NOTIFICATION
RETRACTION FORM

Release Tracking Number

2 - 18546

Pursuant to 310 CMR 40.0335 and 310 CMR 40.0371 (Subpart C)

C. INFORMATION DESCRIBING THE RELEASE OR THREAT OF RELEASE (TOR): (cont.)

7. List below the Oils (O) or Hazardous Materials (HM) that exceed their Reportable Concentration (RC) or Reportable Quantity (RQ) by the greatest amount.

O or HM Released	CAS Number, if known	O or HM	Amount or Concentration	Units	RCs Exceeded, if Applicable (RCS-1, RCS-2, RCGW-1, RCGW-2)
GASOLINE		O	11.00	GAL	N/A

8. Check here if a list of additional Oil and Hazardous Materials subject to reporting is attached.

D. PERSON REQUIRED TO NOTIFY:

1. Check all that apply: a. change in contact name b. change of address c. change in the person notifying

2. Name of Organization: **VERC ENTERPRISES INC**

3. Contact First Name: **LEO** 4. Last Name: **VERCOLLONE**

5. Street: **5 CHESTNUT ST** 6. Title:

7. City/Town: **DUXBURY** 8. State: **MA** 9. ZIP Code: **02331-0000**

10. Telephone: **(781) 934-7300** 11. Ext.: 12. FAX:

13. Check here if attaching names and addresses of owners of properties affected by the Release or Threat of Release, other than an owner who is submitting this Release Notification (required).

E. RELATIONSHIP OF PERSON TO RELEASE OR THREAT OF RELEASE:

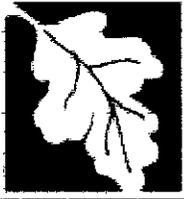
1. RP or PRP a. Owner b. Operator c. Generator d. Transporter

e. Other RP or PRP Specify:

2. Fiduciary, Secured Lender or Municipality with Exempt Status (as defined by M.G.L. c. 21E, s. 2)

3. Agency or Public Utility on a Right of Way (as defined by M.G.L. c. 21E, s. 5(j))

4. Any Other Person Otherwise Required to Notify Specify Relationship:



RELEASE NOTIFICATION & NOTIFICATION
RETRACTION FORM

Release Tracking Number

2 - 18546

Pursuant to 310 CMR 40.0335 and 310 CMR 40.0371 (Subpart C)

F. CERTIFICATION OF PERSON REQUIRED TO NOTIFY:

1. I, **LEO VERCOLLONE**, attest under the pains and penalties of perjury (i) that I have personally examined and am familiar with the information contained in this submittal, including any and all documents accompanying this transmittal form, (ii) that, based on my inquiry of those individuals immediately responsible for obtaining the information, the material information contained in this submittal is, to the best of my knowledge and belief, true, accurate and complete, and (iii) that I am fully authorized to make this attestation on behalf of the entity legally responsible for this submittal. I/the person or entity on whose behalf this submittal is made am/is aware that there are significant penalties, including, but not limited to, possible fines and imprisonment, for willfully submitting false, inaccurate, or incomplete information.

2. By: **LEO VERCOLLONE**

Signature

3. Title:

4. For: **VERC ENTERPRISES INC**

(Name of person or entity recorded in Section D)

5. Date: **6/11/2012**

mm/dd/yyyy

6. Check here if the address of the person providing certification is different from address recorded in Section D.

7. Street: _____

8. City/Town: _____ 9. State: _____ 10. ZIP Code: _____

11. Telephone: _____ 12. Ext.: _____ 13. FAX: _____

YOU ARE SUBJECT TO AN ANNUAL COMPLIANCE ASSURANCE FEE OF UP TO \$10,000 PER BILLABLE YEAR FOR THIS DISPOSAL SITE. YOU MUST LEGIBLY COMPLETE ALL RELEVANT SECTIONS OF THIS FORM OR DEP MAY RETURN THE DOCUMENT AS INCOMPLETE. IF YOU SUBMIT AN INCOMPLETE FORM, YOU MAY BE PENALIZED FOR MISSING A REQUIRED DEADLINE.

Date Stamp (DEP USE ONLY:)

**Received by DEP on
6/11/2012 11:30:48 AM**

8c



General Correspondence
June 25, 2012

1. Notice to Boxborough Town Hall from Comcast/xfinity of enhancements to their network.

