



LANCASTER SELECT BOARD
Meeting Agenda
Mary Rowlandson Elementary Auditorium
Monday, September 18, 2023
6:00 P.M.

In accordance with the Open Meeting Law, please be advised that this meeting is being recorded and broadcast over Sterling-Lancaster Community TV

I. CALL TO ORDER

Chair Stephen J. Kerrigan will call the meeting to Order at 6:00 P.M. in the Mary Rowlandson Elementary Auditorium Stage, located at 103 Hollywood Drive, Lancaster, MA 01523

II. APPROVAL OF MEETING MINUTES

Review and take action on the following Select Board's Meeting Minutes:

- September 5, 2023

III. ADMINISTRATION, BUDGET, AND POLICY (Vote may be taken)

1. Kalon Farms – First Right of Refusal
2. FEMA Flood Maps
3. Disposition of September 18, 2023 Special Town Meeting Warrant Articles

IV. LICENSES AND PERMITS -

Request for use of the Town Hall Auditorium

Organization: Friends of Thayer Memorial Library

Event: Friends of Thayer Memorial Library Annual Book Sale

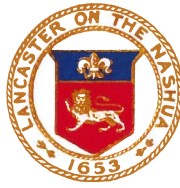
Date of the Event: Tuesday, September 26, 2023 - Wednesday, October 11, 2023

V. COMMUNICATIONS

- Special Town Election called for Monday, September 25, 2023. Polls open from 7 am – 8 pm.
- Select Board meeting will be held on the following: October 2, 2023 and October 16, 2023 at 6pm.
- Miscellaneous Correspondence & Memorandums

VI. ADJOURNMENT

APPROVAL OF MEETING MINUTES



**LANCASTER SELECT BOARD
Special Meeting Minutes
of Tuesday, September 5, 2023, 6:00 P.M.
Prescott Building – Nashaway Room**

ZOOM: <https://us02web.zoom.us/j/83446483053>

Meeting ID 834 4648 3053

I. CALL TO ORDER

Select Board Chair Stephen Kerrigan called the meeting to order at 6:00PM and advised that the meeting was being recorded and broadcast by Sterling Lancaster Community Television.

Additional materials for Select Board meetings are available at <https://www.ci.lancaster.ma.us/administration-select-board> > Meeting Materials.

Roll call vote taken, Jason A. Allison, absent but expected within minutes of roll call, Alexandra W. Turner, present, Stephen J. Kerrigan, present. Also present, Kate Hodges, Town Administrator.

Mr. Allison joined the meeting at 6:03PM via Zoom and at 6:10 in person; Mr. Kerrigan explained to Mr. Allison that the only action that had been taken prior to his entrance were the approval of the minutes, and the announcement of joint meetings in September between the Historical Commission and the Select Board.

*** Several items were taken out of order. ***

II. SCHEDULED APPEARANCES & PUBLIC HEARINGS – 6:05 P.M.
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Nashoba Regional School Superintendent, Kirk Downing, joined the meeting to review and discuss the proposal coming before Lancaster Residents at Special Town Meeting, September 18, 2023, for a new Regional High School Building.

Mr. Kerrigan welcomed Superintendent Downing. Mr. Downing introduced Joe Gleason, Lancaster representative to the Regional School Committee and Chair of the School Building Committee. Also present were Ross Mulkerin, School District Business Manager, and several other members of the Nashoba Regional High School Building Committee.

Please note that materials and presentations reference by Superintendent Downing are found on the “NRHS Building Project” website, at <https://sites.google.com/nrsd.net/nrhs-building-project/home>.

Superintendent Downing gave a video presentation; Mr. Mulkerin gave a PowerPoint presentation on construction financing. These will, in addition to an opening statement, be the same presentations given at the September 18 Special Town Meeting (STM). Mr. Gleason gave a closing statement. Mr. Gleason cautioned that, should the district not approve the building project, it could be a very long time before the MSBA (Massachusetts School Building Authority) would consider funding another application.

Mr. Kerrigan asked for further explanation on proposed “staggered” bonding and the impact of this on residential tax bills. Mr. Mulkerin addressed this. Mr. Kerrigan asked if there was an opportunity to refinance if interest rates are better; yes, this could be done although there are restrictions, such as it could not be done until eight years into borrowing.

Mr. Allison asked why MSBA would not finance a “remodel” or “base repair” rather than new construction; Mr. Downing addressed this. Mr. Allison asked what happens in the case of cost overruns. Mr. Downing explained that the debt exclusion vote that the towns will be taking this month is a “not to exceed” number, so that cost overruns would need to be addressed internally. Mr. Allison asked Mr. Downing to review the process coming up. Mr. Allison asked Mr. Downing to explain the feasibility study that was done.

Ms. Turner asked a variety of questions and commented on the borrowing and bonding process. Mr. Downing spoke to how cost flow estimates are analyzed throughout the life of the project. Ms. Hodges spoke to how bonding can be staggered. Ms. Turner asked questions regarding accreditation; Mr. Downing said that this would be addressed at length on Monday, September 11 at 6:00, a last presentation prior to the STM. He showed some illustrations from the schematic design to show some of the future layout; he dispelled the idea that “open spaces” would not be eligible for reimbursement. He additionally addressed security concerns and reimbursable square footage. Ms. Turner also had questions about the athletic fields, the current class size ratios of up to 24 students, projected future enrollment, room for growth, School Choice, MSBA guidelines.

Mr. Kerrigan recognized Ralph Gifford, 861 George Hill Road. Mr. Gifford asked what the design life expectation was for this proposal, or how many years will this project be good for. Mr. Downing explained that, as is the industry standard for projects like this, this should be a 50-60 year solution.

Mr. Kerrigan recognized Roy Rezac, 125 Harvard Road. Mr. Rezac asked the true cost, including interest, for the Town of Lancaster, for both a yes vote and a no vote. Superintendent Downing said that he does not have the “plus interest” numbers right now, but that the numbers shown in the presentation do reflect 4% interest. Mr. Mulkerin and Ms. Hodges both addressed the issue. Mr. Rezac made the point that if the vote is “no,” and the Town meets basic needs but does not have funding from the MSBA, the project could cost the Town about \$27 million more than a “yes” vote.

Mr. Kerrigan declined to recognize questions via Zoom from non-Lancaster residents. Non-residents are welcome to email the Select Board.

Mr. Kerrigan recognized Victoria Petracca (address). Ms. Petracca is concerned that the building may be undersized for the housing growth required by the State. Mr. Downing expressed confidence that the numbers presented are adequate.

III. APPROVAL OF MEETING MINUTES

Review and take action on the following Select Board's Meeting Minutes:

- August 7, 2023
- August 16, 2023

Ms. Turner offered a motion to approve the minutes of the Select Board's meetings of both August 7, 2023, and August 16, 2023. Mr. Kerrigan seconded the motion. *Vote taken. Alexandra W. Turner, Aye; Stephen J. Kerrigan, Aye. Motion passed. [2-0-0].*

IV. BOARD, COMMITTEE, AND DEPARTMENT REPORTS

- **Lancaster Historical Commission Discussion (Kerrigan)**

Mr. Kerrigan stated that sometime in September, the Select Board will meet jointly with the Historical Commission to help them with their reorganization and their charge, and to set a schedule for some additional meetings throughout the Fall.

- **Discuss Staff Harassment RE: Provided Select Board Zoom Access (Allison)**

Mr. Allison stated that he is a proponent of accessibility re. meetings, but at the last meeting, while discussing STM warrant articles, there were technical difficulty, and the Select Board tried hard to correct issues. Following this, multiple residents threatened to go to the State, have votes declared null, and have votes overturned. Mr. Allison would like to have discussion about the risk of having votes overturned due to technical difficulties. Mr. Allison said that if using Zoom puts the Board at risk for overturning votes, perhaps Zoom should not be used. Ms. Turner agreed that the technology can sometimes be imperfect, and that last meeting's action, where votes were reiterated once technical problems were resolved, was adequate. Mr. Kerrigan noted that it's easy to forget that volunteers are doing their best, and he would implore folks to consider the personal level of some of the attacks being made.

- **Update of Hawthorne Lane (Allison)**

Mr. Allison explained that Hawthorne Lane is a housing development that has had many challenges. There is an outstanding punch list, and while Mr. Allison understands that overseeing this is not the Board's role, he thinks that lack of resolution will impact the Town. He proposed that the Board appoint him to try to remediate outstanding issues. Ms. Turner expressed concern that this might further complicate the issues; Mr. Kerrigan thinks that the Select Board might have a role to play in helping to facilitate the conversation.

V. PUBLIC COMMENT

Linnea Lakin Servey 1394 Main Street, spoke about Heather Lennon's resignation, stating that Ms. Lennon did not resign, and that according to State Law, resignations are only in effect when submitted in writing to the Town Clerk. She also stated that an unfortunate series of events has occurred; Ms. Lennon sent a registered letter to Mr. Kerrigan, rescinding her resignation, and then requested a Public Hearing to present facts and to explain why she had received an email stating that she could have broken the law. Ms. Servey stated that this registered letter has not been responded to, which is required by Massachusetts General Law when a Public Hearing is requested. Ms. Servey respectfully asks that communication and transparency be applied to this topic, since Ms. Lennon has volunteered for nearly twenty years.

Mr. Kerrigan recognized Jay Moody, 144 Seven Bridge Road. Mr. Moody expressed concern that the Government Study Committee, chaired by Mr. Kerrigan, has not done anything since its formation. He also is concerned that the Economic Development Committee seems to be defunct. Finally, Mr. Moody thinks that Heather Lennon has done much for the Town and deserves more than she is getting.

Mr. Kerrigan recognized Ralph Gifford, 861 George Hill Road. Mr. Gifford spoke in support of Heather Lennon, stating that simple problems that could be solved with conversation are instead elevated to conflicts, resulting in higher legal costs and a fractured town.

Mr. Kerrigan recognized Kendra Dickinson, 402 Oetman Way, speaking as a private citizen, a resident, and a taxpayer. Ms. Dickinson praised current staff and volunteers for cleaning up problems left by their predecessors.

Mr. Kerrigan recognized Larry Shoer, 750 George Hill Road. Mr. Shoer was attending the meeting via Zoom commented about the project recognized as the Hawthorn Lane Flexible Development Subdivision, which he and his wife have been attending meetings regarding this matter. He noted that the Planning Board specifically asked the property owner to replace the traditional residential subdivision proposal with a flexible development proposal, one that provided significant, protected open space between the Development and George Hill Road. It was explained that flexible development, open space would produce some result that was more consistent with the rural residential character of the area. In particular planning board, flexible development Condition 5 required that quote. The applicant will provide to the Planning Board a perpetual conservation or agricultural preservation restriction as an MGL. Chapter 1, 84, section 31 and the Lancaster Zoning Bylaw. Mr. Shoer further stated said parcel shall not be used as a site of any buildings or other permanent structures, except that 2 drainage easements may be used for storm water management. In conclusion, Mr. Shoer stated there's one aggrieved party that has never received any relief from the developer or the town. These are the residents of George Hill Road.

VI. ADMINISTRATION, BUDGET, AND POLICY

1. Proposed Fire Truck Acquisition – Remove approval for FY24, Update from TA

Ms. Hodges reported that after further review of the existing fire truck lease, a new lease will need to be approved by a 2/3 vote at Town Meeting. Further investigation is needed. Ms. Hodges stated that the Board will need to consider whether or not to put this on the Town Meeting Warrant next Spring, which will delay receipt of a new truck by about 18 months.

Mr. Allison moved to remove the proposed new fire truck from the FY24 Capital Plan. Ms. Turner seconded. *Vote taken. Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

2. Capital Requests Review – Initial Requests Only (informational; no action/no votes)

Ms. Hodges showed a quick slide illustrating a draft of requests for Capital Needs from all departments with an “outlay” report from FY25-FY30.

3. Accounting/Budget Software (Turner)

Tabled.

4. Update/Review Town-Wide Fees (Turner)

Tabled.

5. TA Review Update (Allison)

Mr. Allison reported that he has received all feedback and is currently compiling it. Mr. Kerrigan suggests putting this on the agenda for the October 2 meeting.

6. Vote to accept Special Election Warrant

Ms. Turner moved to accept the Special Election Warrant for the election scheduled for September 25, 2023, at the Old Town Hall, 7AM-8PM. Mr. Allison seconded. *Vote taken. Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

7. Vote to assign proponent and opponent statements relative to Question #1 on the September 25, 2023 Special Election Ballot as outlined in Lancaster’s Special Act of 2004.

Mr. Kerrigan stated that there is already a proponent statement provided by School Committee representative Joe Gleason. Opponent language is still needed. Mr. Kerrigan suggested having a quick Select Board meeting next Monday at 8AM; at that point if there is not an opponent statement the Board can ask Counsel to draft a statement.

NEW BUSINESS

Ms. Hodges reported that there was a Cease and Desist Order issued to a Vendor over the weekend and that both Fire and Police Chiefs are present at this meeting to discuss the issue. Police Chief Moody explained that he hoped to dispel some of the social media discussion. He explained the needs and requirements for entertainment licensing. Chief Moody explained that relative to this weekend's issue, the applicant had stopped by the Police Station in late June or early July, dropped off a flyer, and asked the Police Department to participate in a 3-day "Touch a Truck" event. The applicant was advised that staffing or funding was not available to support such an event. The Chief suggested that the shift officers might enjoy the opportunity to do some Community Policing as their shifts allowed. The Chief believed that a mutual understanding had been reached. In August, the organizer had another conversation with Sgt. Mortimer, asking for overnight security details. The details were filled; details were discussed relative to traffic advised that the event would now include a helicopter landing, and asked if all permits had been requested. She advised that the Event Planners had been told to get all necessary permits, and that they were planning to have traffic managed by veterans. Chief Moody explained that private traffic management was acceptable on Kimball's private property, but that police officers were required on public roadways. Fire Chief Hanson agreed with Chief Moody's assessment, suggesting that the entertainment licensing requirements should be updated to include a site plan. Chief Hanson explained that by last Friday afternoon there was signage indicating that the event was to have over 70 vendors. Under Massachusetts Fire Code, the Fire Chief is responsible for outdoor events, festivals, and carnivals, as it pertains to access for emergency vehicles, fire protection equipment, vendor placement, etc. Any tents over 120 square feet must be inspected by both the Building Department and the Fire Department to make sure they are in compliance with fire retardant regulations. The Chief explained that the Bolton Fair meets with Public Safety Departments weeks in advance of their events. Because no permit had been pulled with the Select Board, there was no way to gauge the size of this event, and a Cease & Desist Order was issued on Friday evening at 5:00PM by the Building Commissioner to the Event Coordinator at Kimballs Farms. Ms. Hodges reported that at 3:00PM on Friday, she received a call from Devens questioning a request for a "flyover" of their military air space by a Med Flight helicopter; at this point she had called the chiefs.

Ms. Turner urged the Board to respond to requests for needs with Montachusett Regional Freight Study Commission; Mr. Kerrigan reminded her that she was to submit these suggestions to the Board in writing.

Mr. Turner congratulated P.J Keating on their 100th anniversary.

VII. APPOINTMENTS AND RESIGNATIONS

Announce and accept the following resignations offered either verbally, or in writing, to a member(s) of the Select Board:

- Denise Hurley, Lancaster Cultural Council
- Heather Lennon, Lancaster Historical Commission

Mr. Kerrigan announced that the Select Board has received the above referenced resignations.

VIII. LICENSES & PERMITS

- 1. Application for Public Entertainment (Weekdays) and Sundays – The Profound Market, Sunday, September 23, 2023 from 8:30am-5pm and Sunday, September 24, 2023 from 10am-5pm at the Lancaster Fairgrounds, 318 Seven Bridge Road.**

Ms. Turner moved to approve the above referenced application; Mr. Allison seconded. *Vote taken. Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

- 2. Application for Special (One Day) Liquor License – The Profound Market, Sunday, September 23, 2023 from 8:30am-5pm and Sunday, September 24, 2023 from 10am-5pm at the Lancaster Fairgrounds, 318 Seven Bridge Road.**

Ms. Turner moved to approve the above referenced application for the Saturday date; Mr. Allison seconded. *Vote taken. Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

Ms. Turner moved to approve the above referenced application for the Sunday date; Mr. Allison seconded. *Vote taken. Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

- 3. Application for Special (One Day) Liquor License for the First Church of Lancaster, 725 Main Street, for the Horseshed Fair to be held on Saturday, September 30, 2023 from 10am-4pm.**

Ms. Turner moved to approve the above referenced application; Mr. Allison seconded. *Vote taken. Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

- 4. Application for use of the Town Green/Gazebo for the First Church of Lancaster, 725 Main Street, for the Horseshed Fair to be held on Saturday, September 30, 2023 from 10am-4pm.**

Ms. Turner moved to approve the above referenced application; Mr. Allison seconded. *Vote taken. Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

- 5. Application for use of the Town Green/Gazebo for the First Church of Lancaster, 725 Main Street, for Halloween on the Green to be held on October 29, 2023 from 4pm-7pm.**

Ms. Turner moved to approve the above referenced application; Mr. Allison seconded. *Vote taken. Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

IX. COMMUNICATIONS

- Select Board's upcoming meetings will be held on September 18, 2023, & October 2, 2023, both starting at 6:00 PM.

- Special Town Meeting called for Monday, September 18, 2023. The meeting will be held in the Mary Rowlandson and Luther Burbank schools starting at 7:00 PM.
- Special Town Election called for Monday, September 25, 2025. Polls open from 7am-8pm.
- Miscellaneous Correspondence & Memoranda
 - FEMA FIS Study Report (not addressed).

IV. EXECUTIVE SESSION

Mr. Allison moved to enter into Executive Session pursuant to M.G.L. c.30A, §21(a) for the following purposes:

1. Purpose (3): To discuss strategy with respect to litigation in the matter of J. King and B. King vs. Town of Lancaster as the Chair has determined that having a discussion in open session would have a detrimental effect on the public body's litigation position.

And not to re-convene in open session thereafter. Ms. Turner seconded the motion. *Vote taken. Alexandra W. Turner, Aye; Jason A. Allison, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0]*

Respectfully submitted,

Kathleen Rocco
Executive Assistant

Alexandra W. Turner, Clerk

ADMINISTRATION, BUDGET AND POLICY

#1

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Second Floor
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Lancaster Board of Assessors
Prescott Building
701 Main Street
First Floor
Lancaster, MA 01523

Lancaster Conservation Commission
Prescott Building
701 Main Street, Suite 4
Lower Level
Lancaster, MA 01523

Lancaster Town Forest Committee
Thayer Memorial Library
717 Main Street
Lancaster, MA 01523

Lancaster Planning Board
Prescott Building Suite 4
701 Main Street
Lancaster, MA 01523

Lancaster Town Clerk
Prescott Building
701 Main Street, Suite 2
Lancaster, MA 01523

July 26, 2023

Sent via US 1st Class Mail and US Certified Mail, Return Receipt Requested

***NOTICE OF INTENT TO SELL LAND CLASSIFIED UNDER CHAPTER 61A
AND CONVERT TO RESIDENTIAL USE***

RE: Property: 547 Neck Rd. (Lot 2) Lancaster Massachusetts consisting of 2
 acres
 Parcel: A portion of Map 30, Parcel 128B
 Owner: Kalon Farms, Inc
 Proposed Use: Residential Dwelling

Greetings,

This office represents Kalon Farms, Inc the owner of 547 Neck Rd., Lancaster, also shown as Lot 2 on the Plan of Land recorded in plan book 571, plan 40 at the Worcester County Registry of Deeds. The parcel is an approximately 2-acre portion of the premises conveyed to Kalon Farms Inc., by deed dated November 21, 2014, recorded at the Worcester County Registry of Deeds in Book 53070, Page 190. The parcel is also a portion of Lancaster Assessors Map on Map 30, Parcel 128B.

The owner's name address is Kalon Farms Inc., 351 S. Ashburnham Rd., Westminster, MA 01473

The intended buyer is Farooq Alkhateeb, 32 Second Ave., Apt. 310, Burlington, MA 01803

The buyer's attorney is Debra A. Bodenstein, Esq., Peters & Sowyrda, 1 Mercantile St., Suite 540 Worcester, MA 01608

The owner intends to sell 547 Neck Rd. (Lot 2) which is encumbered by the Town of Lancaster Agricultural or Horticultural Land Tax Lien recorded at Book 53377, page 19. A copy of the recorded lien is enclosed with this letter.

A copy of the certified Purchase and Sales Agreement is enclosed with this letter.

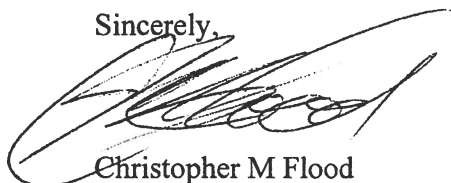
The owner requests that the Town of Lancaster waive its right of Right of First Refusal and release the parcel from the Town of Lancaster Agricultural or Horticultural Tax Lien.

Please also send a written confirmation of any rollback taxes that apply, if applicable.

Please feel free to contact me if you need any further information.

We look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read 'Christopher M Flood', is written over a horizontal line.

Christopher M Flood

Enc.

Certified Purchase and Sales Agreement
Recorded Agricultural or Horticultural Tax Lien

PURCHASE AND SALE AGREEMENT

1. **PARTIES AND MAILING ADDRESSES**
Kalon Farms, Inc., 351 S. Ashburnham Rd., Westminster, MA
hereinafter called the SELLER, agrees to SELL and
Farooq Alkhateeb, of 32 Second Ave., Apt. 310, Burlington, MA 01803
hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises: 547 Neck Road, Lancaster, MA 01523
2. **DESCRIPTION**
A parcel of land consisting of 2 acres pursuant to a plan to be recorded and which is a portion of the land described in the Worcester County Registry of Deeds Book 53070 Page 190 along with a new home to be constructed at 547 Neck Road, Lancaster, MA 01523.
3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**
House to be built in accordance with the attached plans and specifications attached hereto as Exhibit A and incorporated herein.
4. **TITLE DEED**
Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:
(a) Provisions of existing building and zoning laws;
(b) Such taxes for the then current year as are not due and payable on the date of delivery of such deed;
(c) Any liens for municipal betterments assessed after the recording of the deed;
(d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or interfere with the current/intended use of said premises as a single-family residential dwelling;
5. **PLANS**
If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
6. **REGISTERED TITLE**
In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
7. **PURCHASE PRICE**
The agreed purchase price is Seven Hundred Ninety One Thousand Nine Hundred Fifty Thousand Dollars (\$791,950.00), of which

\$	96,500.00	Have been paid in advance as a working deposit
\$	61,890.00	have been paid as a deposit this day (also as a working deposit) and
\$	633,560.00	are to be paid at the time of delivery of the deed by wire or certified, cashier's, treasurer's or bank check(s) or a check from an attorney's IOLTA account drawn on a Massachusetts bank
\$	791,950.00	TOTAL
8. **TIME FOR PERFORMANCE; DELIVERY OF DEED**
The deposit paid by Buyer hereunder is nonrefundable and may be used by Seller as a working deposit towards the costs of construction. The deposit is non-refundable unless SELLER is in breach of the Agreement in which case all monies paid hereunder, including those paid directly to SELLER's vendor(s), if any, shall be promptly refunded to BUYER. The deposit shall be duly accounted for at the time of closing.

Such deed is to be delivered at 12:00 Noon on or before the 1st day of August, 2023 at the office of the Buyers Attorney Office, unless otherwise agreed upon in writing. It is agreed that time is of the essence in this agreement. In the event of an undisputed default hereunder by the Buyer or if the Buyer fails to perform any of the Buyers obligations hereunder, the Seller shall have no obligation to tender a deed. Seller

shall not be required to attend Closing provided that arrangements have been made for delivery of necessary closing documents at or prior to closing.

9. **POSSESSION and CONDITION of PREMISES** Full possession of said premises, free of all tenants and occupants is to be delivered at the time of delivery of the deed, said premises to be then (a) in completed condition with a Certificate of Occupancy issued by the Town of Lancaster and (b) there are no outstanding written violations of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM** If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to sixty (60) days.. "Reasonable efforts" as used in this clause shall not require the SELLER to expend more than one half of one percent of the purchase price in connection therewith, inclusive of attorney's fees but exclusive of the satisfaction of existing mortgages and voluntary liens, pursuant to this Paragraph.
11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.** If at the expiration of the extended time, the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, at Buyer's option all payments made under this agreement, including those for extras and upgrades, shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
- Notwithstanding the above, BUYER, at BUYER's option, shall have the right to further extend the contract until such time as SELLER obtains a Certificate of Occupancy and is able to deliver good, clean record and marketable title to the Premises so long as BUYER continues to supply SELLER with updated proof of funds/ability to extend or obtain a mortgage commitment until the closing date.
12. **BUYER'S ELECTION TO ACCEPT TITLE** The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.
13. **ACCEPTANCE OF DEED** The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed or within a reasonable period of time following the closing in conformity with local conveyancing practices and any punch-lists executed prior to closing..
14. **USE OF MONEY TO CLEAR TITLE** To enable the SELLER to make conveyance as herein provided, the SELLER shall, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or within a reasonable period of time following the date of closing in conformity with local conveyancing practices.
15. **INSURANCE** Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance	Amount of Coverage
(a) Fire and Extended Coverage	\$ as presently Insured

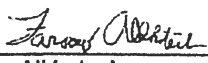
All risk of Loss shall remain with the Seller until the deed is recorded.
16. **ADJUSTMENTS** Water, sewer, and taxes for the then current fiscal year shall be apportioned and fuel value shall be adjusted, if applicable, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.
17. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES** If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to Institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. **BROKER'S FEE** There are no brokers associated with this transaction.
19. **BROKER(S) WARRANTY** There are no brokers associated with this transaction.
20. **DEPOSIT** All deposits made hereunder shall be held by Seller and may be used as a working deposit towards the cost of construction. The deposit paid by Buyer hereunder is nonrefundable unless SELLER is in breach of the Agreement in which case all monies paid hereunder, including that paid directly to SELLER's vendor(s), if any, shall be promptly refunded. The deposit shall be duly accounted for at the Time for performance of this agreement.
21. **BUYER'S DEFAULT; DAMAGES** If the BUYER shall fail to fulfill the BUYER's agreements herein, and the SELLER is not in default at such time, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and all other rights and obligations of the parties hereunder shall cease and this shall be SELLER's sole remedy at law or in equity. The parties acknowledge that SELLER has no adequate remedy in the event of BUYER's default hereunder because it is impossible to compute exactly the damages which would accrue to the SELLER in such event. The parties have therefore taken these facts into account in settling the amount of the deposit hereunder and hereby agree that: (i) the deposit is the best pre-estimate of such damages which would accrue to SELLER in the event of BUYER's default hereunder; (ii) said deposit represents damages and not any penalty against BUYER and (iii) if BUYER shall fail to fulfill BUYER's obligations hereunder, said deposit shall be due the SELLER from the BUYER as its full damages in lieu of other rights and remedies which SELLER may have against BUYER at law or in equity.
22. **RELEASE BY HUSBAND OR WIFE** Not applicable
23. **BROKER AS PARTY** There are no real estate brokers associated with this transaction.
24. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.** If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. **WARRANTIES AND REPRESENTATIONS** The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations verbal or written, unless set forth or incorporated in this agreement. See Limited Warranty attached hereto.
26. **MORTGAGE CONTINGENCY** There is no mortgage contingency associated with this transaction.
27. **CONSTRUCTION OF AGREEMENT** This instrument, which may be executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.
28. **LEAD PAINT LAW** The parties acknowledge that Seller has provided all requisite notice that under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.
29. **SMOKE AND CARBON MONOXIDE DETECTORS** The SELLER shall, at the time of delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.

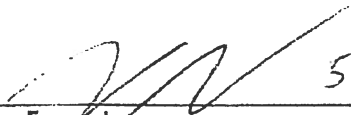
30. **ADDITIONAL
PROVISIONS**

The following initialized and/or signed riders, if any, attached hereto, are incorporated by reference.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

 05 / 19 / 2023

Farooq Alkhateeb Date
BUYER

 5/19/23

Kalon Farms, Inc
BY: Keith Kopley, President,
SELLER

RIDER TO PURCHASE AND SALE AGREEMENT

PROPERTY ADDRESS: 547 Neck Rd., Lancaster, MA

SELLER(S): Kalon Farms, Inc

BUYER(S): Farooq Alkhateeb

31. **Notices:** All notices required to be given hereunder shall be in writing and deemed duly given when: hand delivered, or sent via recognized express/overnight carrier, or placed in the US Mail postage prepaid or by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, or sent via facsimile with proof of delivery and transmission, or sent via e-mail with proof of delivery and transmission, addressed as follows:

If to SELLER: Christopher M. Flood
The Law Offices of Flood and Favata, P.C.
14 Winthrop Street
Marlborough, MA 01752
T: 508-624-4700
F: 508-624-7497
E-mail: chrisflood@floodlaw.net

and

If to BUYER: Debra A. Bodenstein, Esq.
One Mercantile Street, Suite 540
Worcester, MA 01608
T: 508-755-4300 X 3007
F: 508-754-9541
E-Mail: Dbodenstein@petersandsowyrda.com

or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

32. **Prior Offers Volded:** All offers and agreements made prior to this Agreement, including, without limitation, the memorandum executed by the Parties hereto, entitled "Offer to Purchase Real Estate" ("Offer"), are hereby superseded, rendered null and void and shall have no further force and effect. It being the intent of the Parties that all obligations of the Parties are contained only in this Agreement.
33. **Access Prior to Closing:** From and after the date of this Agreement, SELLER agrees to permit BUYER and its designees, reasonable access, at reasonable times, to the said Premises. Said right of access shall be exercised only in the presence of SELLER, or the SELLER's Broker named herein, and only after reasonable prior notice to the SELLER and with SELLER's prior consent, which consent shall not be unreasonably withheld. Under no such circumstance shall the BUYER or any agent of the BUYER be allowed to make any sort of alteration to the Premises during their access, without the prior written consent of the SELLER. In consideration of the foregoing, BUYER agrees to indemnify, defend and hold harmless the SELLER from any and all costs (including reasonable attorney's fees), damages and claims for damage to property or persons caused by BUYER or BUYER's agent(s) while on the Premises or as a result of BUYER or BUYER's agent(s) being on the Premises, unless such damage is a result of SELLER's negligence or malfeasance. BUYER's indemnification herein shall be in addition to, and not in any way limited by the deposit amounts held pursuant to this Agreement. This indemnity shall survive the Closing and delivery of the deed hereunder, or termination of this Agreement.
34. **MANUFACTURER'S WARRANTIES:** The SELLER hereby passes through and assigns directly to the BUYER, any and all manufacturer's warranties on all appliances and equipment supplied by the SELLER and incorporated into the dwelling. As part of the pass-through of said warranties or any other manufacturers' warranties or equipment or appliances included in the purchase of this dwelling, the SELLER states that such warranties may include a specific procedure which must be followed to make that warranty effective. The procedure may require notification or registration by the BUYER to the manufacturer. The requirement that the BUYER mail a warranty card according to any manufacturer's requirements shall not create any liability on the SELLER for any expressed or implied warranty on such equipment or appliances. The forwarding of such material to any manufacturer is the sole responsibility of the BUYER.
35. **BUILDERS LIMITED WARRANTY:** The SELLER agrees to repair or replace any warranted part of the structure, pursuant to the Limited Warranty attached to this Agreement, which is proved to the SELLER to have been defective in either workmanship and/or material. Notwithstanding anything herein to the contrary. This warranty shall apply only to such defects of which the BUYER has given written notice to the SELLER within the applicable period. This warranty shall not apply to defects or damages resulting from normal ordinary characteristics of building materials. This warranty shall not apply to any part of the structure

which, in the reasonable judgment of the SELLER, has been subjected to misuse negligence, alteration or accident, or to defects or damages resulting from, or aggravated by any neglect or failure on the part of any person other than the SELLER or its agents to properly maintain such property in a prudent manner; and the warranty shall not be enforceable to the extent that the damage or injury warranted is covered by any other warranty.

36. **CLAIMS PROCEDURE:** If a defect should appear which the BUYER believes is covered by the limited warranty as set forth in this Agreement, the BUYER must notify the SELLER, PROMPTLY IN WRITING, at the address listed in this document.

37. **NEW CONSTRUCTION DELIVERY DATE:** The parties hereto expressly agree and acknowledge that the delivery date set forth herein is based on their good faith estimate of the time required to construct the structure therein. The parties expressly agree and acknowledge that certain matters involving plans, municipal approvals, delivery of materials, availability of subcontractors, municipal approvals, delivery of materials, availability of subcontractors, and other construction related issues including weather conditions may cause delays beyond the above date. So long as the SELLER shall exercise its best efforts to speedily complete this project, reasonable delays caused by the above referenced matters in the actual completion of the house shall not void this agreement, which shall, by virtue hereof, continue in force and effects, as an automatic extension, until such house is completed., however shall not exceed 60 days unless BUYER approves a further extension to await issuance of the Certificate of Occupancy (not to exceed 6 months from the original closing date hereunder), unless delays or extensions are necessary for Buyer upgrades and/or extras upon which event, the closing shall be further extended. If the closing is extended, the closing shall occur within 5 business days of Substantial Completion. For purposes of this agreement, the issuance of an unconditional final municipal certificate of occupancy shall be deemed to mean that the Premises is Substantially Complete.

Buyer may have a home inspection by a home inspector of their choosing at their sole cost and expense prior to closing. Said inspection is for informational purposes only, will not delay closing. The Certificate of Occupancy, and all other regulatory sign-offs or permits shall be conclusive that the work has been done in accordance with the Massachusetts building code. Buyer and Seller agree to work out any home inspection issues to the reasonable satisfaction of both the Buyer and Seller.

38. **HOLDBACKS:** There shall be no holdbacks for incomplete work at the time of closing. The parties may execute a punch list for work to be done after closing, which shall be completed within 45 days after closing, weather permitting, unless there are events beyond the reasonable control of Seller including but not limited to availability/delivery of materials, natural disasters, pandemics etc.

39. **CONSTRUCTION MATTERS:** To avoid delays in construction:

- a. Once construction begins the BUYER shall not visit the site unless accompanied by the SELLER
- b. In no event shall the BUYER contact the SELLER'S employees or sub-contractors at any time.
- c. All requests for additional work including upgrades, extras or credits should be made directly to the SELLER in accordance with the attached construction contract. The SELLER will give prices or credits to the BUYER to approve and pay prior to extras and upgrades being completed and will constitute additional nonrefundable deposits subject to the terms of this Agreement.

40. **Not Subject to Sale of Other Real Estate:** BUYER acknowledges that BUYER's obligations hereunder are not conditioned or contingent upon the sale or refinance by BUYER of any other real estate and BUYER may not terminate this transaction for failure to sell any other real estate.

41 **Property Matters:** Without limitation of any other provisions of this Agreement, said Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

(a) All buildings, structures and improvements on the Premises, and all means of access to and egress from the Premises shall be wholly within the lot lines of the Premises or within an easement area benefiting the Premises, and shall not encroach upon, over or under any property not within such lot lines or property of any other person or entity;

(b) No buildings, structures or improvements of any kind encroaches upon, over or under the Premises from other premises unless it is pursuant to and within an easement area benefiting said other premises granted from the Premises;

(c) Title to the Premises is insurable, for the benefit of the BUYER, by a title insurance company reasonably acceptable to BUYER, in a fee owner's policy of title insurance, at normal premium rates, on the American Land Title Association form currently in use, subject only to the exceptions permitted under paragraph four (4) of this Agreement and those printed exceptions to title normally included in the "jacket" to such form or policy;

(d) The Premises abut and have vehicular and pedestrian access to a public way, or legal access to a public way through a private way or other recorded right/easement; and

(c) all improvements located in the Premises have been constructed in accordance with any lot specific recorded covenants governing the same, and, if required by said covenants, a recordable certificate of compliance is delivered at the closing or has been previously recorded at the Registry of Deeds.


It shall be BUYERS sole obligation to determine compliance of the Premises with the provisions of this paragraph. Recording of the Deed shall be conclusive evidence that the Premises complies with the provisions of this paragraph.

It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, BUYER may elect to accept same but shall not be required to do so, and shall have the right, at the reasonable option of their counsel, to deem title to the Premises unacceptable or unmarketable.


- 42 Lead Paint Notice:** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. BUYER acknowledges that in certain circumstances, the BUYER may incur obligations to remove lead-based materials pursuant to Sections 190-197 of Chapter 111 of the Massachusetts General Laws. BUYER hereby agrees to accept and assume any such obligations, and acknowledges that no representations have been made by the SELLER concerning the presence or absence of lead-based materials. BUYER acknowledges that the SELLER and the Brokers have complied with the requirements of Massachusetts General Laws Chapter 111, as amended, relative to the possible presence of lead paint in the Premises, including the provisions of Section 197A of Chapter 111. BUYER acknowledges having been verbally informed of the possible presence of dangerous levels of lead in the Premises and of the provisions of the Lead Paint Statute, so called (M.G.L. Chapter 111, Sections 190 - 199A), and the regulations promulgated thereunder, and acknowledge receipt from SELLER and/or SELLER's agents, of a Commonwealth of Massachusetts, Department of Health Property Transfer Notification Certification, and further acknowledges being informed by SELLER and/or SELLER's agents about the availability of inspections for dangerous levels of lead. BUYER further acknowledges that SELLER has allowed BUYER ten (10) days to conduct inspections to determine whether lead is present on the Premises. A copy of the Property Transfer Notification Certification was signed by the BUYER at the Time of the Offer. The terms of said Certification shall survive the delivery of the deed hereunder. The provisions of this paragraph shall survive the Closing and delivery of the deed hereunder.
- 43 No Other Brokers:** BUYER warrants and represents to SELLER and SELLER represents and warrants to BUYER that neither has dealt with any broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby except the Broker(s) listed herein and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. The provisions of this paragraph shall survive the Closing and delivery of the deed hereunder.
- 44 Seller Knowledge:** Any and all of SELLER representations under this Agreement, if any, are to the best of SELLER'S actual knowledge and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the SELLER to undertake any additional actions or further inquiry with regard to any such representations whether contained herein or in any documents required to be signed at closing. Furthermore, it is acknowledged and agreed by the BUYER that any such representations shall not constitute a representation or warranty against the existence of such conditions about which SELLER has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions after the Closing. BUYER may not rely on or claim the SELLER has imputed knowledge or "should know" of defects that the BUYER could discover by reasonable investigation and diligence. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.
- 45 Seller Representations:** The SELLER represents the following as to the SELLER's actual knowledge, and without conducting any independent investigation or inquiry of any kind or nature (and no constructive or imputed knowledge shall be attributed to SELLER) as of the date hereof:
- (a) other than normal household products, SELLER has not released, nor does SELLER have actual knowledge of any release of toxic or hazardous substances (as same is contemplated by MGL Ch 21E) on the Premises;
 - (b) SELLER has complete and unencumbered ownership of all fixtures, fittings and equipment located in the Premises, unless otherwise identified herein.
 - (c) SELLER has no knowledge of any pending SELLER bankruptcy, mortgage foreclosure, or other proceeding which might in any material way impact adversely on SELLER's ability to perform under this Agreement;

- (d) SELLER has received no written notice from any municipal, county, state or federal agency asserting or alleging that the Premises are or may be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters or enforcement proceedings;
- (e) SELLER has received no written notice of any suits, actions, orders, decrees, claims, writs, injunctions or proceedings against the SELLER or affecting all or any part of the Premises or the operation thereof before any court or administrative agency or officer which, if adversely determined, would have material adverse effect upon the Premises.
- 46 Seller Closing Documents:** SELLER shall execute, upon request, simultaneously with the delivery of the deed, and when required shall on oath swear to the truth of the matters therein set forth, such documents customary for a residential closing in the Greater Boston area as may reasonably be required by BUYER's attorney, including without limiting the generality of the foregoing, certifications, or affidavits with respect to: (a) persons or parties in possession of the Premises; (b) facts or conditions which may give rise to mechanic's or materialmen's liens; (c) an affidavit pursuant to Section 1445 of the Internal Revenue Code; (d) the true purchase price of the Premises and whether the SELLER has or intends to lend to the BUYER a portion thereof; (e) UFFI Disclosure Affidavit stating that to the best of SELLER's knowledge there is none; and (f) 1099 reporting form.
- Notwithstanding the foregoing, with the exception of a customary form Mechanic Lien/Parties in Possession Affidavit, Seller shall not be required to sign a so-called survey affidavit or any document that makes any representation as to boundaries, title, encroachments, or compliance with zoning, building or other laws, nor shall Seller sign any document which creates a post closing liability for attorney fees
- 47 Condition of Premises at Closing:** Notwithstanding any other provisions of this Agreement regarding the conditions of said Premises, at the time of the delivery of the deed hereunder, the Premises shall be in new condition, broom-swept and clean and free of all SELLER's possessions (except for those items being conveyed with the Premises as provided in this Agreement) and building materials, including without limitation, lumber, insulation, paints, solvents and debris, and all appliances and systems shall be in the new working order. "Premises" as used herein, shall be construed to mean the entire dwelling house (all rooms, closets, cabinets, basement, attic, and crawl spaces), garage, outbuildings, if any, and outside grounds.
- 48 Post Closing Adjustments:** In the event any apportionment/adjustment pursuant to paragraph sixteen (16) is, within sixty (60) days subsequent to the Closing, found to be erroneous, then either Party hereto who is entitled to additional monies shall invoice (along with reasonably detailed back-up data) the other Party for such additional amounts as may be owing, and such amounts shall be paid, with good funds, within ten (10) days from the date of the invoice unless the adjustment is disputed in good faith by the other Party. The provisions of this paragraph shall survive the Closing and delivery of the deed hereunder for sixty (60) days.
- 49 I.R.C. Section 1445(b)(2):** SELLER represents that SELLER is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and agrees to deliver to BUYER, at or before the Closing, an executed "non-foreign" affidavit in compliance with the I.R.C. Section 1445(b)(2) and the regulations thereunder.
- 50 No Assignment:** This Agreement may not be assigned or recorded by the BUYER without the prior written consent of the SELLER and any recordation by BUYER (including a recording of notice hereof) or purported assignment by BUYER in violation of this paragraph shall be considered a default by BUYER under this Agreement, whereupon all deposits hereunder shall be paid to the SELLER with interest thereon and shall become the SELLER's property and this Agreement shall terminate without further recourse to the Parties hereto. This provision is not in derogation of the BUYER's rights under paragraph four (4) to designate a nominee to take title.
- 51 Multiple Counterparts:** The Parties acknowledge and agree that this Agreement may be signed in counterparts, and for purposes of this Agreement, facsimile or electronically scanned signatures shall be construed as original, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature.
- 52 REBA Standards:** Any title or practice matter arising under or relating to this Agreement which is the subject of a title or practice standard of the Real Estate Bar Association ("REBA") shall be governed by said title or practice standard to the extent applicable and to the extent such title or practice standard does not contradict any expressed term or condition of this Agreement. Pursuant to Practice Standard No. 17, the Seller agrees to pay a reasonable fee to the attorney for the Buyer's Lender for obtaining and recording a discharge of any mortgage(s) affecting the property, however in no event shall this fee exceed \$75.00 for each outstanding mortgage, plus applicable recording fees.
- 53** If this Agreement or any other provisions by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.

- 54 **Attorney's Authority:** By executing this Agreement, the BUYER and SELLER hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to cancel or grant extensions, modify or amend this Agreement in writing, and the BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. Further, for purposes of this Agreement, email transmissions (either electronically scanned or via confirmed email response) and/or facsimile signatures on such written instruments shall be binding, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature.
- 55 **Deadlines:** In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.
- 56 **Opportunity for Legal Assistance:** Both BUYER and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement. Further, BUYER and SELLER hereby acknowledge that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.


Farooq Alkhateeb
BUYER

05 / 19 / 2023
Date


Kalon Farms, Inc
BY: Keith Kopley, President
SELLER

5/19/23

RIDER B
PURCHASE AND SALE AGREEMENT

This Rider modifies, amends and changes the Purchase and Sale Agreement and supersedes the same. In the event of any conflicts or perceived conflicts between the Purchase and Sale Agreement and this Rider, the language in this Rider shall control.

1. Upon delivery of the deed, SELLER shall deliver all keys to the Premises to be held in escrow pending recording of the deed and, if applicable, at least one operable remote garage door opener per door, and shall provide BUYER with any access or other codes. SELLER will also provide BUYER, at Closing, with all manuals, and other information in SELLER's possession and/or control regarding all systems, fixtures, equipment and appliances used in connection with the Premises.
2. Upon recording of the deed, Seller be deemed to have assigned (non-recourse) to Buyer, if assignable at no cost to Seller, all warranties, guarantees or other sureties concerning the Premises and its construction and the appliances, fixtures, equipment and mechanical or electrical systems contained therein from all contractors, suppliers or manufacturers furnishing the same, to the extent possible and available. In connection therewith, Seller shall provide all documentation necessary to implement the same.
3. Paragraph 10 in the main body of this Agreement shall be construed to apply to matters affecting title, the physical condition of the Premises (excluding the broom clean requirement), and compliance of the Premises with municipal, county, state or federal codes, ordinances, statutes or regulations concerning the Premises and to which the Premises are subject under the terms of this Agreement, and to casualty losses causing damage to the Premises. Paragraph 10 of this Agreement shall not, however, excuse SELLER from vacating the Premises for lack of funds to close, unavailability of movers, inconvenience, or any other such delays in performance hereunder. Such extension shall be for as short a time as is required to effect a cure to the title to the premises. If at the expiration of such extension period Seller has failed to cure the title or condition of the property, Buyer may elect to further extend the closing date for such additional period(s) as may be necessary to allow Seller sufficient time to effect necessary cure to the title or condition of the property.
4. Pursuant to the Buyer's Default: Damages Clause above in Paragraph 21 of the Purchase and Sale Agreement, the following language shall be added to the end of the paragraph, "Such liquidated damages shall be the Sellers sole and exclusive remedy both at law and in equity whereupon this Agreement is terminated, except for the purpose of enforcing this paragraph, and all further obligations of the parties hereto shall cease. The Parties acknowledge and agree that Seller has no adequate remedy in the event of Buyer's default under this Agreement because it is impossible to compute exactly the damages which would accrue to Seller in such event. Therefore, the Parties have taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to Seller in the event of Buyer's default hereunder; (ii) said

deposit represents damages and not a penalty against Buyer, and (iii) the Parties have been afforded the opportunity to consult an attorney with regard to the provisions of this paragraph.

5. SELLER shall execute the deed individually. At the sole option of the BUYER, a Deed executed for the SELLER pursuant to a power of attorney shall not satisfy the title requirements of the Agreement.
6. Seller represents and agrees to the following to the best of Seller's actual knowledge and belief with no duty of further inquiry:
 - a. The sale price herein is sufficient for Seller to pay all of Seller's financial obligations regarding the sale. Such obligations shall include, but not be limited to mortgage payoffs, real estate taxes, brokerage commissions and all other expenses of sale.
 - b. There are no betterments approved or pending by the municipality in which the Premises are situated. Any betterment assessment in existence at the time of the closing shall be paid in full by the Seller at or prior to the Closing.
 - c. There are no contracts, oral or written, involving the Premises which the Seller has negotiated or contracted for which will be binding upon the Buyer or affect the Premises in any manner after the Closing.
 - d. The Premises does not contain UFFI, asbestos, lead paint, underground storage tanks or hazardous materials stored or buried on or under the Premises; and

All of the representations and warranties of Seller contained in this Agreement shall have been true and correct to the best of Seller's knowledge in all material respects when made, and shall be true and correct to the best of Seller's knowledge in all material respects on the date of Closing with the same effect as if made on and as of such date. SELLER shall give prompt written notice to BUYER of any notice of the occurrence of any event which would immediately or with notice or the passage of time, prevent the SELLER from performing the SELLER'S obligations hereunder, or constitute a breach of warranty or representation. The SELLER shall promptly use diligent efforts to correct, cure or eliminate any such item, notice or event which would prevent the SELLER from performing its obligation hereunder.

7. Without limitation of other provisions in this Agreement, said Premises shall not be in compliance with the provisions of this agreement with respect to title unless:
 - a. all improvements located in the Premises have been constructed in accordance with any recorded covenants governing the same, and, if required by said covenants, a recordable certificate of compliance is delivered at the closing or has been previously recorded at the Registry of Deeds
8. If the Premises is affected by a lot specific Order of Conditions issued by the Conservation Commission for the Town in which the Premises is situated SELLER shall provide BUYER or Lender's counsel with a certificate of compliance for said Order of Conditions prior to closing, or may be provided after closing if the Conservation Commission for the town in

which the premises is situated requires a growing season before a certificate of compliance will be issued.

9. In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.
10. The Seller will install a radon remediation system prior to closing. Buyer's obligations hereunder are contingent upon the results of a Radon test indicating a reading of not more than 4.0 picocuries per litre. SELLER shall notify BUYER, in advance of the closing, when BUYER may have the radon test kits left in the house, without any doors or windows being opened for 48 hours. In the event that the results are in excess of said 4.0 picocuries per litre, SELLER shall perform, at its own expense, such radon mitigation work as is necessary to reduce radon levels to acceptable EPA standards of 4.0 picocuries per litre or less. Following the completion of said additional work, SELLER shall produce a test result to BUYER indicating such acceptable radon levels.
11. The Buyer and Seller hereby acknowledge that they have been informed that the Buyer's attorney, Debra A. Bodenstein, via her relationship with Peters & Sowyrda, may be asked to provide legal services on behalf of the mortgage lender for the mortgage loan closing, in addition to the representation of the Buyer in this agreement or transaction. Buyer hereby agrees that they have no objection to and consent to such dual representation and disclosed relationship.
12. All utility readings (water, sewer, fuel value, etc., as applicable) shall be conducted 5 days prior to the specified closing date. SELLER working together with the listing agent (if applicable) shall ensure all readings and adjustments are established on or prior to the 5th day before the closing, and shall be forwarded to the closing attorney as soon as possible, but in no event later than the 5th day. The Closing Disclosure shall reflect payment and adjustments as of the reading date, except for the real estate tax proration, which shall be made as of the closing date. There shall be no further adjustment between the parties. Notwithstanding the above, the parties may agree to estimate the fuel adjustment as of the closing date, employing any reasonable method to determine same.

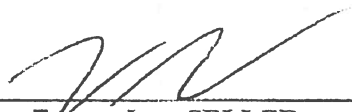
13. **BUYER ONLY provision:**

By signing below Buyer understands and agrees the scope of services rendered by Peters & Sowyrda does not include any verification of building permits and approvals or zoning and suitability of the subject property for the use stated here in or for any intended use by the Buyer. BUYER understands that no party from Peters & Sowyrda, has ever visited the property and did not partake in negotiations, and therefore may not have knowledge about items that are to be included or excluded from this transaction, or potentially addressed as a result of an inspection. BUYER has reviewed this agreement carefully for any such items that may apply, including closing cost credits, punch list items, fixtures, other property, appliances, etc., as may be applicable. BUYER confirms that this agreement is accurate and holds Peters & Sowyrda harmless for any omission.

In addition to being the settlement agent for this transaction, Peters & Sowyrda is also an agent for the title insurance company. Title insurance policies insure against covered losses that may be incurred as a result of undiscovered or unnoticed title defects that could not be found as part of our title examination. The lender requires you to purchase the title insurance policy to cover the amount of the mortgage they are holding. You also have the option to obtain an Owner's Title Insurance policy, insuring the full amount of the purchase price, to insure you against covered title issues that may arise at any time for as long as you own the property. Unlike other insurance you purchase (i.e. homeowner's, automobile, etc.) an owner's policy is issued for a one time fee good for as long as you own the property. For title and administrative services we provide in connection with both the lender's and owner's policies of title insurance, our firm receives a commission between 80% - 82% of the premium. The portion of the premium received by us as an agent in no way affects the cost to you. If you have any questions, or would like any clarification regarding such insurance, though, we advise you to seek independent legal advice from an attorney of your choice.

 05 / 19 / 2023

Farooq Alkhateeb, BUYER Date

 5/19/23

Kalon Farms, Inc., SELLER Date
BY: Keith Kopley, President,

547 Neck Rd House Build -Work Detail

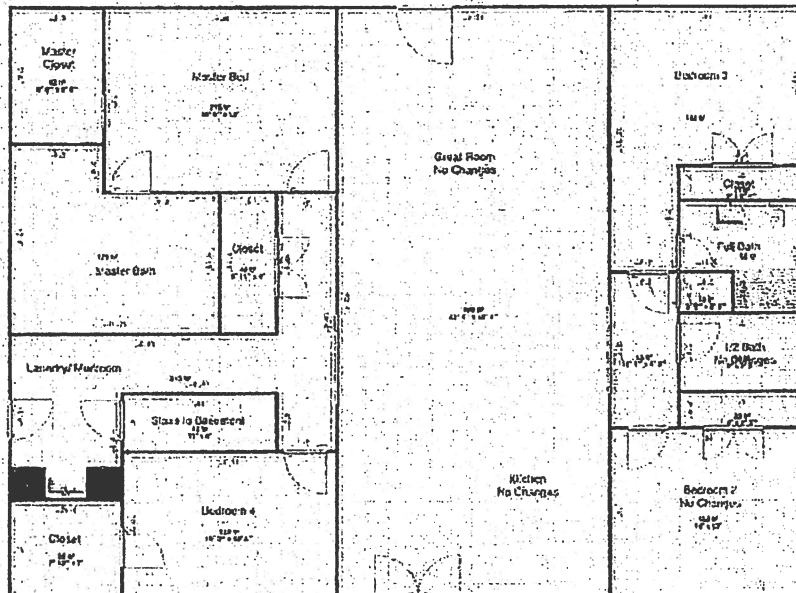
(Version 7-05/19/2023)

Preliminary Work:

- ZB Construction shall obtain permitting required by the local building department
- Upon project conclusion, Contractor to obtain as built and provide Certificate of Occupancy for closing

Structure Details:

- Construct a single-family farmhouse style house with approximately 2352 sq. ft. of finished living space on (1) level according to plan #1776-00121 provided
- Interior partition alterations have been made and are seen in picture shown



Water/Sewer/Electric Utilities:

- Connect new house to existing public water and sewer in accordance with board of health requirements
- Overhead electric service and meter

Roof:

- Black standing seam metal roof
- All vents and valleys will be flashed

Siding and Trim:

- All siding will be of a vinyl double 4" Color: White
- All trim and soffit will be done utilizing white PVC
- Window trim will be of PVC with a pre-installed J-channel

Exterior Windows and Doors:

- Harvey Classic White vinyl windows with no grids will be installed according to window schedule
 - Doors to be installed according to door schedule
- Door and Window Allowance: \$12,000.00

Front Porch:

- An 10' x 56' covered porch will be constructed on the front of the building with one set of stairs to ground level
- Helical piles with 6' x 6' supports will be use
- TREX Enhance Basics color: Saddle decking using hidden fasteners
- Install white PVC fascia and kickboards

Back Deck:

- A 12' x 16' deck will be constructed on the rear of the building with one set of stairs to ground level
- Install TREX Select composite rail
- All other materials to compliment front porch

Plumbing:

- All PEX water lines and PVC drainage to be run to code
 - (1) Water heater to be installed
 - All fixtures installed
 - Basement plumbing/drainage to be installed below grade with tank for future kitchenette/full bath. No pump is included and location to be determined by Buyer
 - No garbage disposal included
- Fixture Allowance: \$7,000.00

Fixtures to include (1) double vanity with top and (2) faucets, (2) single vanities with top and faucet, (3) toilets, (1) shower/tub surround insert, (1) stand-alone tub, (1) tub filler, (3) vanity lights, (3) bath vent fan/light combo, (1) glass shower door/enclosure, (2) sets of shower hardware and (5) ceiling fans

Electrical:

- Install 300 AMP electrical panel and electrical system will be made solar ready
 - Up to (25) recessed LED lights included in main living areas, hallways and master bed/bath areas
 - (1) Electric fireplace
- Fireplace Allowance: \$750.00
- (5) total ceiling fan/light combos
 - (2) Island pendant lights to be chosen by Buyer
 - Kitchen appliance circuits to include:
 - Refrigerator
 - Dishwasher
 - Range
 - Microwave
 - Double Wall Oven
 - Range Hood
 - (5) total ethernet locations to be determined by Buyer and marked on Builder's plan
 - (2) exterior front porch outlets and (1) exterior outlet on rear deck
 - All other outlets and switching to be run to code

HVAC:

- 5-Zone Mitsubishi Hyper-Heat Mini-split system with wall mount units to be installed for Heat/AC and shall be installed by Diamond Contractor
- Range hood to be vented to the exterior

- Installation of makeup air system included
- All areas to be insulated to code. All wall areas to be insulated with Roxul insulation
- Basement walls will be sprayed with a closed-cell foam to achieve minimum insulation rating, replacing floor joist insulation

Half Bath:

- Single vanity with top and sink
- Toilet

Full Bath:

- Single vanity with top and faucet
- Toilet
- Fiberglass tub
- Install tiled shower with 1' x 2' tiles or greater in basic pattern
- Install horizontal built-in shelf approximately 12" x 20" and centered on back shower wall

Master Bath:

- Double vanity with top, (2) sinks and (2) faucets
- Toilet
- (1) Stand-alone tub with filler
- Shower floor will be done using 12" x 12" tiled sheets
- Install tiled shower with 1' x 2' tiles or greater in basic pattern
- Install horizontal built-in shelf approximately 12" x 20" and centered on back shower wall
- (1) Built-in shower bench included
- White marble threshold and marble fillers as needed
- Install glass shower door and enclosure

Wall Covering:

- All interior areas requiring wallboard will be covered using ½" blue board and covered with smooth coat plaster on walls, textured surface on ceilings

Floor Covering:

- Luxury vinyl plank flooring throughout
Flooring Allowance: \$3.00/sq. ft. excluding installation
- Tile in Master Bath
- Tile in Half Bath and Full Bath 1' x 2' tiles or greater in basic pattern
- All tiled areas will be grouted and sealed with color of homeowner's choice
Floor and Wall Tile Allowance: \$4.00/sq. ft. excluding installation

Installation of Kitchen Components:

- Kitchen to be built according to plan layout
- (1) Icemaker line provided for refrigerator
- No backsplash included

Kitchen Allowance: \$35,000.00

Includes Design, Purchase and Delivery of Cabinets, Hardware, Countertops, Sink/Faucet and (2) Island Pendant Lights. Purchase, Delivery and Installation of Appliances by Appliance Company will be contracted separately by the Buyer

Interior Finish:

- 3¼" pine baseboard
- 2¼" standard colonial door and window trim
- Hollow-core 6-panel doors with satin nickel hardware throughout

- No closet shelving included

Mirrors, towel hooks and toilet paper holders may be purchased by Buyer and installed at no additional charge

Painting:

- All ceilings, walls and trim shall be primed and painted
- No stain included

Hardscape/Landscape:

- Top of driveway alongside house will be paved with a 3" base coat of asphalt measuring approximately 20' x 30'
- Building surround to be topped with a minimum of 4" of screened loam and seeded in an approximately 30' perimeter around house
- All other areas will be rough graded with an added 3" coat of ground asphalt

Total Sale Price To Buyer: \$791,950.00

All windows, doors, fixtures, electric fireplace, flooring, floor and wall tile and all kitchen cabinet, countertop, hardware and appliance selections to be made by Buyer

All aspects of construction will be built in accordance with most recent building code

All waste materials to be disposed of off-site



05 / 19 / 2023

Farooq Alkhateeb
BUYER

Date



5/15/23

Kalon Farms, Inc.
BY: Keith Kopley, President
SELLER

Date



New Construction Home Warranty Policy

As indicated on the warranty, your home is warranted for substantial non-conformity for a period of one (1) year. As is further indicated on the warranty, there are exclusions to various items. This policy is designed to clearly differentiate the exclusions, defining the areas of responsibility of both the builder and the new homeowner.

This policy is designed to ensure the correction of most usual maintenance items that may arise during the periods covered by this policy as indicated below. These periods commence with occupancy or conveyance of the property, whichever is earlier. To be honored, request for service must be in writing and postmarked within the period set forth. Telephonic or face-to-face discussion is not a substitute for required written notice. Conditions that are normal wear and tear are not covered by the home builder in this warranty.

1. **DRY BASEMENT:** To wit, builder will remedy condition of seepage occurring during periods of normal high-water table of springs within one (1) year. This warranty does not apply to unusual flooding and/or rains greater than two inches (2") within a twenty-four (24) hour period. It is the homeowner's responsibility to always maintain positive drainage away from the building. If the ground around the foundation appears to settle, this must be filled speedily. A perimeter drain has been installed and homeowner is responsible for ensuring discharge area is free of debris at all times.
2. **A TIGHT ROOF:** A watertight roof is warranted for one (1) year. Damage, if any, caused by snow or ice backing up under shingles is expected from the provisions of this warranty. It is the responsibility of the homeowner to insure there is always free passage in gutters and downspouts. Gutters and downspouts, when installed, are warranted for ninety (90) days against leaks and looseness. Damage, if any, caused by windblown rain or snow through roof, gable, or soffit vents or louvers into attic space is omitted from the provisions of this warranty. Additional warranty may be passed onto homeowner from roof installer.
3. **THE HEATING SYSTEM:** The heating system is warranted to heat the home to a temperature of 70 degrees at the thermostat at 0 degrees outside, for a period of one (1) year. Free heating adjustments will be made for (90) days, unless thermostat does not reach 70 degrees at 0 degrees outside, in which case the one-year warranty is in effect. The homeowner should clean or change filters monthly during the heating season.
4. **PLUMBING AND SEWAGE DISPOSAL SYSTEMS:** The operation of plumbing and sewage disposal systems is warranted for a period of one (1) year, except that if while correcting a stoppage of any foreign objects from the buyer's household are found within the system, the buyer will pay the entire cost of correction. Dripping faucets and/or loose fixtures occurring within thirty (30) days will be repaired by the builder. Septic tanks should be pumped out every two (2) to three (3) years. Owner must ensure that exterior faucets are drained and shut off inside before the advent of winter. Frozen exterior faucets are never the responsibility of the builder.

5. **MECHANICAL EQUIPMENT:** All mechanical equipment is covered by manufacturer's warranties, in some cases, parts are covered, and labor is not. Be sure to check each individual manufacturer's warranty. All kitchen and bathroom equipment and countertops are assumed to be accepted by the buyer unless defects are brought to the builder's attention in writing prior to conveyance or occupancy. The homeowner, according to manufacturer's instructions, must maintain all equipment.
6. **ELECTRICAL ADJUSTMENTS:** All electrical adjustments other than fuse replacements will be made by the builder if any are required, for a period of ninety (90) days. Never use anything except the correct size fuse in your fuse box. Make sure the item that caused the fuse or circuit breaker to blow, is unplugged.
7. **GLASS OR SCREEN BREAKAGE:** Glass, (Exterior, Interior windows, doors, appliances and fireplaces) is not covered by this policy unless builder is notified in writing prior to conveyance or occupancy, whichever occurs first.
8. **EXTERIOR DOORS:** Exterior doors are warranted for a period of one (1) year against warping over 3/8" (inch).
9. **TRENCHES:** Trenches for water, sewer, and septic tanks are warranted against cave-in for a period of one (1) year following conveyance or occupancy. For gas trenches, consult gas company.
10. **LAMINATED COUNTER TOPS:** Laminated counter tops are covered for sixty (60) days against de-lamination. Bubbling or scorching caused by hot objects is not warranted in this policy.
11. **EXTERIOR PAINT FAILURES:** Exterior paint is covered for six (6) months against blistering and peeling. Normal fading of paint is not covered. Paint on clapboards is warranted for a period of six (6) months only if clapboards are factory primed. No interior paint peeling, paper nicks, dents, scratches, or other imperfections are covered unless the builder is notified of such defects in writing prior to either conveyance or occupancy, whichever is earlier. Wallpaper peeling or lifting from the walls is covered for thirty (30) days. Builder assumes no responsibility for selection of paper or for defects therein.
12. **EXTERIOR FINISHES (CLAPBOARDS, WOOD CLAPBOARDS, VINYL SIDING, WOOD COMPOSITE, SHINGLES, AND METAL WRAPPED TRIM):** Clapboards, shingles, are covered against splitting for thirty (30) days. As this splitting condition is not evidence of structural failure, replacement is not always advised. Vinyl and Composite Siding is warranted for initial one (1) year, as so stated in beginning of warranty. However, it is not always possible to match paint and any variance in color subsequently applied is unavoidable.
13. **PROTRUDING DRYWALL AND PLASTER:** Nail pops and seams are covered for sixty (60) days. Hairline cracks and seams are not covered by this policy, as they do not represent structural failure. However, any cracks in drywall or plaster caused by structural failure is covered for one (1) year. Repairs of plaster on gypsum wall board may not completely blend with surrounding materials as it is almost impossible to match exactly the color and texture of the original surface. Repairs without charge will be limited to the problem area.
14. **INTERIOR FLOORING (HARDWOOD, CARPET) AND TRIM:** Repair of hardwood flooring and/or trim which swells or buckles is covered for sixty (60) days. Shrinkage and separation of floorboards is normal and not covered. This can be decelerated by maintaining humidity levels of 35% to 55%. Carpet will stretch and bubble if humidity levels are not maintained, and hence not covered in this warranty.
15. **DOORS, DRAWERS, WINDOWS, AND INTERIOR FINISH:** Doors, drawers, windows, and interior finish are covered by this policy from warping, sticking, or looseness for a thirty (30) day period. These items tend to swell and shrink at different times of the year. Some may warp in winter and straighten in summer. Within one (1) year, items that cannot be made to operate will be

exchanged. Windows are not 100% airtight, and cold air outside can set up moving air inside. If this is the case, storm windows are recommended. Shrinkage of doors inside the jamb is normal and if doors can be made to operate, they will not be replaced. Shrinkage and joint opening of door and window and baseboard casings is not covered in this policy. During summer months, the space between doors, jambs, and sills is approximately 1/8" to 1/4". During the winter this increases to approximately 1/4" to 3/8".

16. **CONCRETE FOUNDATION AND FLOOR:** It is not possible to prevent concrete from cracking because of the nature of materials. Cracking, pitting, and flaking can occur and are not covered, except for those foundation cracks which emit water, which are covered for one (1) year. Cracks do not impair the structural strength of the dwelling.
17. **ITEMS OF CONSTRUCTION:** Items of construction not requiring service, and not covered by this policy are as follows:
 - a. Shrinkage and separation of floorboards
 - b. Checks and twisting of studs, joists, and beams
 - c. Cracking (hairline checking) in interior of exposed beams and exterior plywood
 - d. Normal fading of paint
 - e. Shrinkage of joint opening of door and window casing and other wood materials
 - f. Normal occasional dents associated with installation of woodwork
18. **LANDSCAPING:** The builder will loam and seed disturbed areas on both sides, in front of and twenty (20) feet to the rear of the building, exclusive of any wetlands or protected areas. All other disturbed areas will be graded. Quality seed will be used. The responsibility for germination of seed and successful growth of grass remains with the homeowner. Lawns must be watered carefully to receive the equivalent of one (1") inch of rainfall per week, fertilized in April and late August, and bare spots reseeded. Consult garden shop for instructions in liming and fertilizing. Keep lime away from evergreens. Occasionally rocks will appear after a rain or in the spring. These should be removed by the homeowner. Shrubbery is warranted to be alive and healthy when planted. No warranty exists as to the length of life. Shrubs must be protected from the seasons, watered and fertilized. For details, consult your garden shop.
19. **ASPHALT DRIVEWAYS:** Asphalt driveways are warranted for a period of ninety (90) days against disintegration. In hot weather, heavy vehicles should not be permitted on driveways. High-heeled shoes, gasoline, fireworks, and oil spillage will make holes in asphalt. Minor frost heaves and depressions are natural occurrences and not covered by this policy, nor are tire markings and stones that flake out, since these are normal characteristics of asphalt.
20. **CERAMIC, PORCELAIN TILES, AND LINEOLEUM:** Ceramic and resilient tiles occasionally contain imperfections, which do not require service. The occurrence of scratches or cracked tile is not covered by this policy, unless brought to the attention of the builder prior to the conveyance or occupancy. Loose tiles and flagstones are covered by this policy for thirty (30) days. Seams in plywood underlayment and protruding nails in linoleum are covered for sixty (60) days. It is the homeowner's responsibility to replace loose or cracked tile and grout with elastic tub caulk to prevent penetration of moisture into floors and walls.
21. **DECKS AND BALCONIES:** Fungal decay of Decks and Balconies are covered by this warranty for sixty (60) days. Rotting of decks and balconies will be covered for one (1) year. Movement, settling, distortion or collapse of the ground or supporting structure on which the deck is installed, improper application of paint or other surface chemicals not recommended by the Manufacturer, adverse effects of air pollution, normal weathering of surfaces, peeling, flaking and protruding nails or termite damage will NOT be covered by this warranty.

Arbitration Provision: Written notice is only acceptable as a certified/registered letter mailed to office at PO Box 398 Bolton, MA 01740.

This limited warranty does not cover:

1. Any loss or damage resulting, either directly or indirectly, from the following causes, or occurring in the following situations:
 - a. Fire (unless caused by a Construction Defect)
 - b. Lightning
 - c. Explosion (unless caused by a Construction Defect)
 - d. Riot and Civil Commotion
 - e. Smoke (unless caused by a Construction Defect)
 - f. Hail
 - g. Aircraft
 - h. Falling Objects
 - i. Vehicles
 - j. Floods
 - k. Earthquake
 - l. Landslide or mudslide originating on property other than the site of the home or the common elements or other property developed by the builder.
 - m. Mine subsidence or sinkholes
 - n. Changes in the underground water table not reasonably foreseeable by the builder
 - o. Volcanic eruption, explosion, or effusion
 - p. Wind including:
 - i. Gale force winds
 - ii. Hurricanes
 - iii. Tropical storms
 - iv. Tornadoes
 - v. Rain or water intrusion or moisture within the home resulting from any wind forces described in p. (i)-(iv) above.
 - q. Insects, animals, or vermin
 - r. Changes to the grading of the ground, or the installation or alteration of improvements such as drain or gutter outlets by anyone other than builder or agents, or subcontractors which results in surface drainage towards the home, or other improper drainage that permits water to pond or become trapped in localized areas or against the foundation.
 - s. Changes, additions or alterations made to the home or the common elements by anyone after the warranty period begins, except those made or authorized by builder
 - t. Any defect in material or workmanship supplied by anyone other than builder or agents or subcontractors, including any loss or damage to the home or the common elements resulting from material or workmanships supplied by anyone other than builder or agents or subcontractors.
 - u. Improper maintenance, negligence or improper use of the home or the common elements by you or anyone other than builder, that results in rot, dry rot, moisture, rust, mildew or any other damage.
 - v. Dampness or condensation due to your failure to maintain adequate ventilation
 - w. Damage resulting from the weight and/or performance of any type of waterbed or other furnishings which exceeds the load-bearing design of the home or the common elements
 - x. Normal wear and tear or normal deterioration of materials
 - y. Economic damages due to the home's or common elements failure to meet expectations of the homeowner or homeowner's association
2. Any loss or damage resulting from the actual, alleged or threatened discharge, dispersal, release or escape of pollutants. We will not cover costs or expenses arising from the inhabitability of the home or the common elements or health risk due to the proximity of

pollutants. We will not cover costs, or expenses resulting from the direction of any governmental entity to test, clean up, remove, treat, contain or monitor pollutants.

3. Any loss or damage resulting from the effects of electromagnetic fields (EMF's) or radiation
4. Any damage to personal property that does not result from a construction defect
5. Any consequential or incidental damages
6. Any consumer products
7. Any construction defect as to which you have not taken timely and reasonable steps to protect and minimize damage after builder or authorized representative have provided you with authorization to prevent further damage
8. Any damage to the extent it is incurred after or because of your failure to notify builder in the manner and time required to prevent further damage
9. Any non-conformity with local building codes, regulations or requirements where the condition does not meet the definition of a construction defect. While we acknowledge our responsibility to build in accordance with applicable building codes, this limited warranty does not cover building code violations in the absence of a construction defect
10. Any deviation from plans and specifications where the condition does not meet the definition of a construction defect
11. Our limited warranty does not cover any construction defect which would not have occurred in the absence of one or more of the excluded events or conditions listed in the exclusions above, regardless of:
 - a. The cause of the excluded event or condition
 - b. Other causes of the loss or damage
 - c. Whether other causes acted concurrently or in any sequence with the excluded event or condition to produce the loss or damage


**I HAVE READ AND AGREE FULLY TO THE
TERMS OF THIS WARRANTY POLICY.**

X Farooq Alkhateeb
BUYER, PRINT NAME

X Farooq Alkhateeb
BUYER, SIGN NAME

X Patrick Byrne
BUILDER, PRINT NAME

X Patrick Byrne
BUILDER, SIGN NAME

Title	Agreement for signature
File name	Final PSA 547 Neck Rd Lancaster.pdf
Document ID	1dbb14caefb590b25b1cb8b39b5bddd53a10b810
Audit trail date format	MM / DD / YYYY
Status	 Signed

Document History



05 / 19 / 2023
17:39:02 UTC

Sent for signature to Farooq Alkhateeb
(farooq1016@gmail.com) from dbodenstein@petersandsowyrda.com
IP: 66.168.40.61



05 / 19 / 2023
17:42:27 UTC

Viewed by Farooq Alkhateeb (farooq1016@gmail.com)
IP: 209.6.97.149



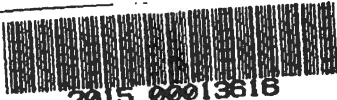
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Signed by Farooq Alkhateeb (farooq1016@gmail.com)
IP: 209.6.97.149



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The document has been completed.



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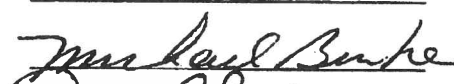
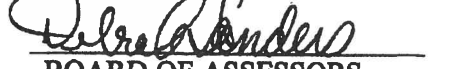
**TOWN OF LANCASTER
OFFICE OF THE BOARD OF ASSESSORS
AGRICULTURAL OR HORTICULTURAL LAND TAX LIEN**

The Board of Assessors of the Town of Lancaster hereby state that it has accepted and approved the application of Kalon Farms, LLC assessors Map 30 Parcel 128B owner or owners of the hereinafter described land for valuation, assessment and taxation of such land under the provisions of General Laws, Chapter 61A for the fiscal year ending July 1, 2016.

DESCRIPTION OF LAND

Land in Lancaster containing 4.18 more or less 2.00 will be classified. Being the premises conveyed to Kalon Farms, Inc by deed recorded November 21, 2014, Book 53070 Page 190 in the Worcester County Registry of Deeds - South District. Property located on 547 Neck Rd, Lancaster, MA.

Statement made this 26th day of January, 2015.



BOARD OF ASSESSORS

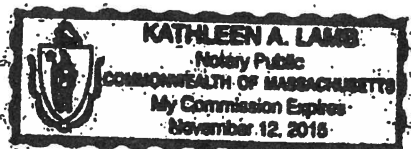
COMMONWEALTH OF MASSACHUSETTS

Worcester, Lancaster ss.

January 30, 2015.

Then personally appeared Michael Burke Debra Sanders a member of the Board of Assessors of the Town of Lancaster and acknowledged the foregoing instrument to be the free act and deed of the Board of Assessors of Lancaster before me all personally known to Notary Public.


Notary Public-Justice of the Peace



ATTEST: WORC. Anthony J. Vigilotti, Register



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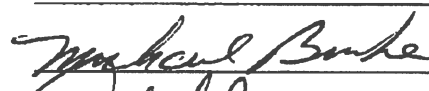

**TOWN OF LANCASTER
OFFICE OF THE BOARD OF ASSESSORS
AGRICULTURAL OR HORTICULTURAL LAND TAX LIEN**

The Board of Assessors of the Town of Lancaster hereby state that it has accepted and approved the application of Kalon Farms, LLC assessors Map 30 Parcel 128 owner or owners of the hereinafter described land for valuation, assessment and taxation of such land under the provisions of General Laws, Chapter 61A for the fiscal year ending July 1, 2016.

DESCRIPTION OF LAND

Land in Lancaster containing 51 more or less will be classified. Being the premises conveyed to Kalon Farms, Inc by deed recorded November 21, 2014, Book 53070 Page 190 in the Worcester County Registry of Deeds - South District. Property located on 0 Seven Bridge Rd, Lancaster, MA.

Statement made this 26th day of January, 2015.




BOARD OF ASSESSORS

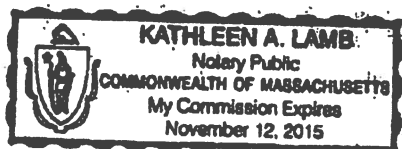
COMMONWEALTH OF MASSACHUSETTS

Worcester, Lancaster ss.

January 30, 2015.

Then personally appeared Michael Burke
Debra Sanders a member of the Board of Assessors of the Town of Lancaster and acknowledged the foregoing instrument to be the free act and deed of the Board of Assessors of Lancaster before me all personally known to Notary Public.


Notary Public-Justice of the Peace

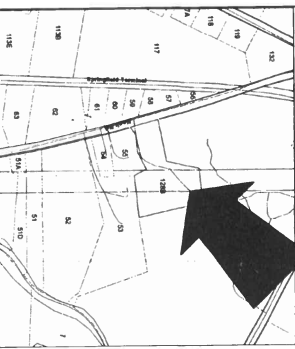
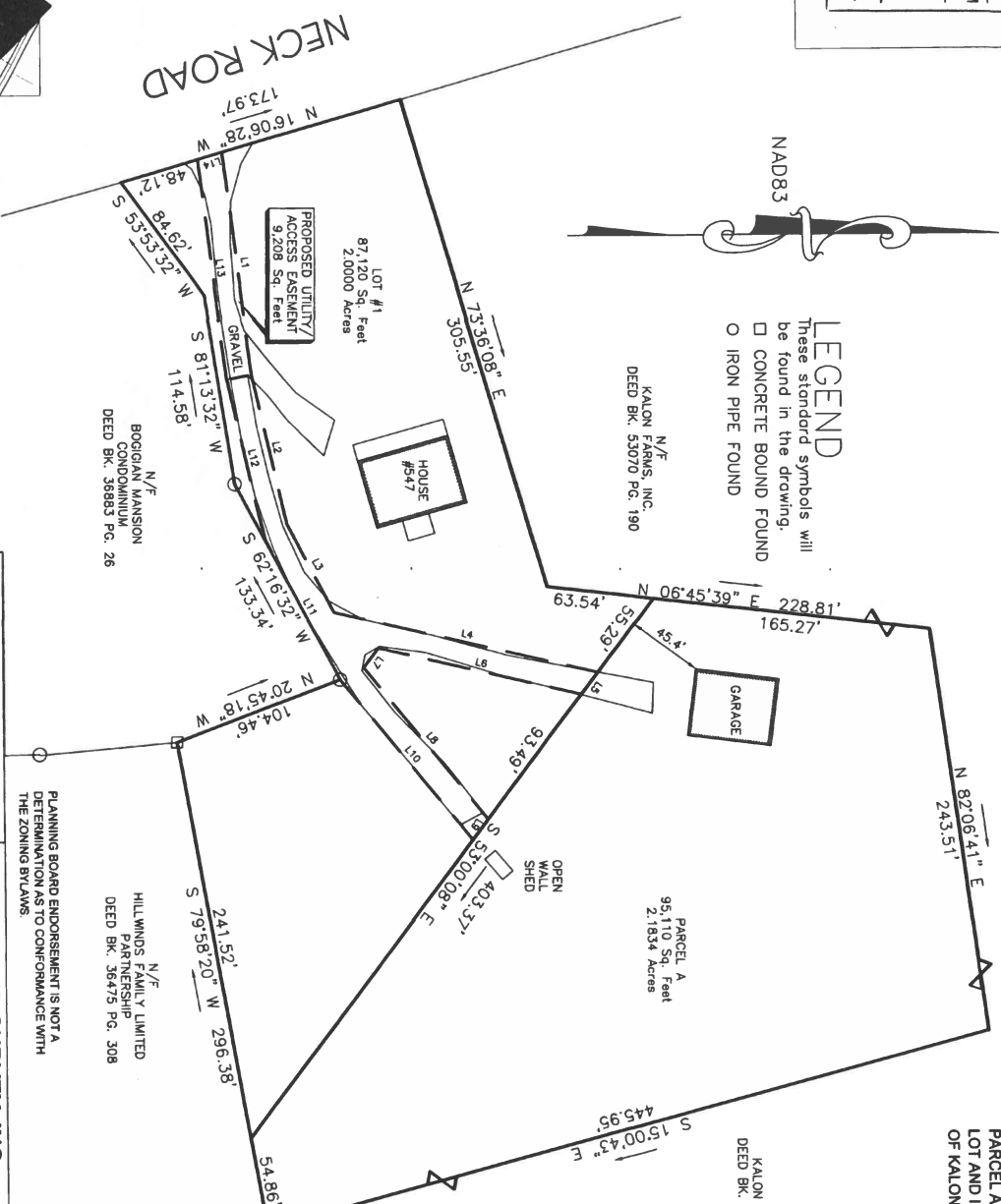


ATTEST: WORC. Anthony J. Vigliotti, Register

WORCESTER DISTRICT REGISTRY
 OF DEEDS-WORCESTER, MA
 PLAN BOOK 972 PLAN 122
 Received 8-21-2023 PM
 Sheet 1 of 1
 Fee 105.00
 ATTEST: *Robynne A. Young*
 Registrar

LINE	BEARING	DISTANCE
1	N 87°23'18" E	134.70'
2	S 77°07'08" W	92.08'
3	S 62°45'30" W	60.00'
4	S 10°00'00" E	113.10'
5	S 53°00'08" E	18.38'
6	N 3°20'43" E	124.53'
7	N 87°00'00" E	117.48'
8	S 11°04'24" W	117.48'
9	S 53°00'08" E	18.38'
10	N 31°02'01" E	124.70'
11	N 77°07'08" E	92.08'
12	N 77°07'08" E	92.08'
13	N 87°23'18" E	134.71'
14	N 15°08'28" W	151.18'

NAD83
LEGEND
 These standard symbols will be found in the drawing.
 □ CONCRETE BOUND FOUND
 ○ IRON PIPE FOUND



NOTE
 PARCEL A IS NOT TO BE CONSIDERED A SEPARATE BUILDING LOT AND IS TO BE CONVERTED AND ANNEXED WITH LAND OF KALON FARMS, INC TO FORM ONE UNDIVIDED LOT

ZONING DATA:
 RESIDENTIAL
 LOT AREA = 87,120 S.F. (2 ACRES)
 LOT FRONTAGE = 225'
 FRONT YARD SETBACK = 40'
 SIDE YARD SETBACK = 30'
 REAR YARD SETBACK = 30'

PLAN REFERENCE:
 PLAN BOOK 118 PLAN 1
 PLAN BOOK 280 PLAN 113
 PLAN BOOK 416 PLAN 121
 PLAN BOOK 435 PLAN 71
 PLAN BOOK 571 PLAN 40
 PLAN BOOK 689 PLAN 5
 PLAN BOOK 752 PLAN 117

OWNER OF RECORD:
 KALON FARMS, INC
 18 PIERCE AVENUE, SUITE C #102
 FITCHBURG, MA
 DEED BOOK 53070 PAGE 190
 ASSESSORS MAP 30 LOT 128B
LOCATION:
 NECK ROAD
 LANCASTER, MA

PLAN OF PROPERTY
 SURVEYED FOR
 KALON FARMS, INC
 547 NECK ROAD
 LANCASTER, MASSACHUSETTS



Approval under the subdivision control law not required.
 Planning Board of LANCASTER.
 DATE: **Aug 14, 2023**
Robynne A. Young
 Registrar

JARVIS LAND SURVEY, INC
 29 Grafton Circle
 Shrewsbury, MA 01545
 Tel. (508) 842-8087 - Fax. (508) 842-0661 5-16-2023
 THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF REGISTRATION OF PROFESSIONAL SURVEYORS IN THE COMMONWEALTH OF MASSACHUSETTS AND IN COMPLIANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF REGISTRATION OF PROFESSIONAL SURVEYORS IN THE COMMONWEALTH OF MASSACHUSETTS. THIS CERTIFICATION IS INTENDED TO MEET THE REQUIREMENTS OF MASSACHUSETTS DEEDS AND IS NOT A CERTIFICATION OF THE TITLE OR OWNERSHIP OF THE LAND SHOWN HEREON.

DATE	CHECK	CALC.	FIELD	N.B. #	PLAN
8/16/2023	K.J.J.	K.J.J.	C.S.R.B.	3482	22-864



#2



Federal Emergency Management Agency

Washington, D.C. 20472

RECEIVED

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
APPEAL START

AUG 22 2023

Board of Selectmen

August 14, 2023

Stephen J. Kerrigan, Chair
Select Board
Town of Lancaster
Town Offices
Prescott Building
701 Main Street
Lancaster, Massachusetts 01523

Case No: 16-01-0276S
Community: Town of Lancaster,
Worcester County,
Massachusetts
Community No.: 250312

Dear Chair Kerrigan:

On August 13, 2021, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) provided your community with Preliminary copies of the revised Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for Worcester County, Massachusetts (All Jurisdictions) and revised Preliminary copies of the FIRM and FIS report on May 5, 2023. FEMA has posted digital copies of these revised FIRM and FIS report materials to the following website: <https://hazards.fema.gov/femaportal/prelimdownload/>. The Preliminary FIRM and FIS report include proposed flood hazard information for certain locations in the Town of Ashburnham. The proposed flood hazard information may include addition or modification of Special Flood Hazard Areas, the areas that would be inundated by the base (1-percent-annual-chance) flood; base flood elevations or depths; zone designations; or regulatory floodways.

We have published a notice of the proposed flood hazard determinations in the *Federal Register* and will publish a public notification concerning the appeal process (explained below) in *The Boston Globe* on or about August 21, 2023, and August 28, 2023. We will also publish a separate notice of the flood hazard determinations on the "Flood Hazard Determinations on the Web" portion of the FEMA Website: https://www.floodmaps.fema.gov/fhm/BFE_Status/bfe_main.asp. We have enclosed copies of the notice published in the *Federal Register* and the newspaper notice for your information.

These proposed flood hazard determinations, if finalized, will become the basis for the floodplain management measures that your community must adopt or show evidence of having in effect to qualify or remain qualified for participation in the National Flood Insurance Program (NFIP). However, before any new or modified flood hazard information is effective for floodplain management purposes, FEMA will provide community officials and citizens an opportunity to appeal the proposed flood hazard information presented on the preliminary revised FIRM and FIS report posted to the above-referenced Website.

Section 110 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) is intended to ensure an equitable balancing of all interests involved in the setting of flood hazard determinations. The legislation provides for an explicit process of notification and appeals for your community and for private persons prior to this office making the flood hazard determinations final. The appeal procedure is outlined below for your information.

During the 90-day appeal period following the second publication of the public notification in the above-named newspaper, any owner or lessee of real property in your community who believes his or her property rights will be adversely affected by the proposed flood hazard determinations may appeal to you, or to an agency that you publicly designate. It is important to note, however, that the sole basis for such appeals is the possession of knowledge or information indicating that the proposed flood hazard determinations are scientifically or technically incorrect. The appeal data must be submitted to FEMA during the 90-day appeal period. Only appeals of the proposed flood hazard determinations supported by scientific or technical data can be considered before FEMA makes its final flood hazard determination at the end of the 90-day appeal period. Note that the 90-day appeal period is statutory and cannot be extended. However, FEMA also will consider comments and inquiries regarding data other than the proposed flood hazard determinations (e.g., incorrect street names, typographical errors, omissions) that are submitted during the appeal period, and will incorporate any appropriate changes to the revised FIRM and FIS report before they become effective.

If your community cannot submit scientific or technical data before the end of the 90-day appeal period, you may nevertheless submit data at any time. If warranted, FEMA will revise the FIRM and FIS report after the effective date. This means that the revised FIRM would be issued with the flood hazard information presently indicated, and flood insurance purchase requirements would be enforced accordingly, until such time as a revision could be made.

Any interested party who wishes to appeal should present the data that tend to negate or contradict our findings to you, or to an agency that you publicly delegate, in such form as you may specify. We ask that you review and consolidate any appeal data you may receive and issue a written opinion stating whether the evidence provided is sufficient to justify an official appeal by your community in its own name or on behalf of the interested parties. Whether or not your community decides to appeal, you must send copies of individual appeals and supporting data, if any, to:

Gardner Bent, Project Manager
U.S. Geological Survey
10 Bearfoot Road
Northborough, Massachusetts 01532
(508) 490-5041
gbent@usgs.gov

Colleen Bailey, Community Coordination Officer
FEMA Region I
220 Binney Street
Cambridge, MA 02142
colleen.bailey@fema.dhs.gov

If we do not receive an appeal or other formal comment from your community in its own name within 90 days of the second date of public notification, we will consolidate and review on their own merits such appeal data and comments from individuals that you may forward to us, and we will make such modifications to the proposed flood hazard information presented on the revised FIRM and in the revised FIS report as may be appropriate. If your community decides to appeal in its own name, all individuals' appeal data must be consolidated into one appeal by you, because, in this event, we are required to deal only with the local government as representative of all local interests. We will send our final decision in writing to you, and we will send copies to the community floodplain administrator, each individual appellant, and the State NFIP Coordinator.

All appeal submittals will be resolved by consultation with officials of the local government involved, by an administrative hearing, or by submission of the conflicting data to an independent scientific body or

appropriate Federal agency for advice. Use of a Scientific Resolution Panel (SRP) is also available to your community in support of the appeal resolution process when conflicting scientific or technical data are submitted during the appeal period. SRPs are independent panels of experts in hydrology, hydraulics, and other pertinent sciences established to review conflicting scientific and technical data and provide recommendations for resolution. An SRP is an option after FEMA and community officials have been engaged in a collaborative consultation process for at least 60 days without a mutually acceptable resolution of an appeal. Please refer to the enclosed "Scientific Resolution Panels" Overview for additional information on this resource available to your community.

FEMA will make the reports and other information used in making the final determination available for public inspection. Until the conflict of data is resolved and the revised FIRM becomes effective, flood insurance available within your community will continue to be available under the effective NFIP map, and no person shall be denied the right to purchase the applicable level of insurance at chargeable rates.

The decision by your community to appeal, or a copy of its decision not to appeal, should be filed with this office no later than 90 days following the second publication of the flood hazard determination notice in the above-named newspaper. Your community may find it appropriate to call further attention to the proposed flood hazard determinations and to the appeal procedure by using a press release or other public notice.

If warranted by substantive changes, during the appeal period we will send you Revised Preliminary copies of the revised FIRM and FIS report. At the end of the 90-day appeal period and following the resolution of any appeals and comments, we will send you a Letter of Final Determination, which will finalize the flood hazard information presented on the revised FIRM and FIS report and will establish an effective date.

If you have any questions regarding the proposed flood hazard determinations, revised FIRM panels, or revised FIS report for your community, please call our FEMA Mapping and Insurance eXchange (FMIX), toll free, at 1-877-FEMA MAP (1-877-336-2627) or e-mail the FMIX staff at FEMA-FMIX@fema.dhs.gov.

Sincerely,



Luis V. Rodriguez, P.E, Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

List of Enclosures:

Newspaper Notice
Proposed Flood Hazard Determinations *Federal Register* Notice
"Scientific Resolution Panels" Overview

cc: Community Map Repository
Jasmin Farinacci, Director of Community Development and Planning, Town of Lancaster

for approval. All comments will become a matter of public record.

Overview of This Information Collection

Title: Petroleum Refineries in Foreign Trade Sub-zones.

OMB Number: 1651-0063.

Form Number: N/A.

Current Actions: Extension with a decrease in burden but no change to the information collected or method of collection.

Type of Review: Extension (with change).

Affected Public: Businesses.

Abstract: The Foreign Trade Zones Act, 19 U.S.C. 81c(d), contains specific provisions for petroleum refinery sub-zones. It permits refiners and U.S. Customs and Border Protection (CBP) to assess the relative value of such multiple products at the end of the manufacturing period during which these products were produced, when the actual quantities of these products resulting from the refining process can be measured with certainty.

19 CFR 146.4(d) provides that the operator of the refinery sub-zone is required to retain all records relating to the above-mentioned activities for five years after the merchandise is removed from the sub-zone. Further, the records shall be readily available for CBP review at the sub-zone.

Instructions on compliance with these record keeping provisions are available in the Foreign Trade Zone Manual which is accessible at: <http://www.cbp.gov/document/guides/foreign-trade-zones-manual>.

Type of Information Collection: Recordkeeping for Petroleum Refineries.

Estimated Number of Respondents: 47.

Estimated Number of Annual Responses per Respondent: 1.

Estimated Number of Total Annual Responses: 47.

Estimated Time per Response: 1,000 hours.

Estimated Total Annual Burden Hours: 47,000.

Dated: July 26, 2023.

Robert F. Altneu,

Director, Regulations and Disclosure Law Division, Regulations and Rulings, Office of Trade, U.S. Customs and Border Protection.

[FR Doc. 2023-16155 Filed 7-28-23; 8:45 am]

BILLING CODE P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Docket ID FEMA-2023-0002; Internal Agency Docket No. FEMA-B-2357]

Proposed Flood Hazard Determinations

AGENCY: Federal Emergency Management Agency, Department of Homeland Security.

ACTION: Notice.

SUMMARY: Comments are requested on proposed flood hazard determinations, which may include additions or modifications of any Base Flood Elevation (BFE), base flood depth, Special Flood Hazard Area (SFHA) boundary or zone designation, or regulatory floodway on the Flood Insurance Rate Maps (FIRMs), and where applicable, in the supporting Flood Insurance Study (FIS) reports for the communities listed in the table below. The purpose of this notice is to seek general information and comment regarding the preliminary FIRM, and where applicable, the FIS report that the Federal Emergency Management Agency (FEMA) has provided to the affected communities. The FIRM and FIS report are the basis of the floodplain management measures that the community is required either to adopt or to show evidence of having in effect in order to qualify or remain qualified for participation in the National Flood Insurance Program (NFIP).

DATES: Comments are to be submitted on or before October 30, 2023.

ADDRESSES: The Preliminary FIRM, and where applicable, the FIS report for each community are available for inspection at both the online location <https://hazards.fema.gov/femaportal/prelimdownload> and the respective Community Map Repository address listed in the tables below. Additionally, the current effective FIRM and FIS report for each community are accessible online through the FEMA Map Service Center at <https://msc.fema.gov> for comparison.

You may submit comments, identified by Docket No. FEMA-B-2357, to Rick Sacibit, Chief, Engineering Services Branch, Federal Insurance and Mitigation Administration, FEMA, 400 C Street SW, Washington, DC 20472, (202) 646-7659, or (email) patrick.sacibit@fema.dhs.gov.

FOR FURTHER INFORMATION CONTACT: Rick Sacibit, Chief, Engineering Services Branch, Federal Insurance and

Mitigation Administration, FEMA, 400 C Street SW, Washington, DC 20472, (202) 646-7659, or (email) patrick.sacibit@fema.dhs.gov; or visit the FEMA Mapping and Insurance eXchange (FMIX) online at https://www.floodmaps.fema.gov/fhm/fmx_main.html.

SUPPLEMENTARY INFORMATION: FEMA proposes to make flood hazard determinations for each community listed below, in accordance with section 110 of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4104, and 44 CFR 67.4(a).

These proposed flood hazard determinations, together with the floodplain management criteria required by 44 CFR 60.3, are the minimum that are required. They should not be construed to mean that the community must change any existing ordinances that are more stringent in their floodplain management requirements. The community may at any time enact stricter requirements of its own or pursuant to policies established by other Federal, State, or regional entities. These flood hazard determinations are used to meet the floodplain management requirements of the NFIP.

The communities affected by the flood hazard determinations are provided in the tables below. Any request for reconsideration of the revised flood hazard information shown on the Preliminary FIRM and FIS report that satisfies the data requirements outlined in 44 CFR 67.6(b) is considered an appeal. Comments unrelated to the flood hazard determinations also will be considered before the FIRM and FIS report become effective.

Use of a Scientific Resolution Panel (SRP) is available to communities in support of the appeal resolution process. SRPs are independent panels of experts in hydrology, hydraulics, and other pertinent sciences established to review conflicting scientific and technical data and provide recommendations for resolution. Use of the SRP only may be exercised after FEMA and local communities have been engaged in a collaborative consultation process for at least 60 days without a mutually acceptable resolution of an appeal. Additional information regarding the SRP process can be found online at https://www.floodsrp.org/pdfs/srp_overview.pdf.

The watersheds and/or communities affected are listed in the tables below. The Preliminary FIRM, and where applicable, FIS report for each community are available for inspection at both the online location <https://hazards.fema.gov/femaportal/>

prelimdownload and the respective Community Map Repository address listed in the tables. For communities with multiple ongoing Preliminary studies, the studies can be identified by the unique project number and Preliminary FIRM date listed in the

tables. Additionally, the current effective FIRM and FIS report for each community are accessible online through the FEMA Map Service Center at <https://msc.fema.gov> for comparison.

(Catalog of Federal Domestic Assistance No. 97.022, "Flood Insurance.")

Nicholas A. Shufro,
Deputy Assistant Administrator for Risk Management, Federal Emergency Management Agency, Department of Homeland Security.

Community	Community map repository address
Essex County, Massachusetts (All Jurisdictions) Project: 15-01-0633S Preliminary Date: May 26, 2023	
City of Beverly	City Hall, 191 Cabot Street, Beverly, MA 01915.
City of Gloucester	City Hall, 9 Dale Avenue, Gloucester, MA 01930.
City of Haverhill	City Hall, 4 Summer Street, Haverhill, MA 01830.
City of Lynn	City Hall, 3 City Hall Square, Lynn, MA 01901.
City of Newburyport	City Hall, 60 Pleasant Street, Newburyport, MA 01950.
City of Peabody	City Hall, 24 Lowell Street, Peabody, MA 01960.
City of Salem	City Hall, 93 Washington Street, Salem, MA 01970.
Town of Andover	Town Hall, 36 Bartlet Street, Andover, MA 01810.
Town of Boxford	Town Hall, 7A Spofford Road, Boxford, MA 01921.
Town of Danvers	Town Hall, 1 Sylvan Street, Danvers, MA 01923.
Town of Essex	Town Hall, 30 Martin Street, Essex, MA 01929.
Town of Georgetown	Town Hall, 1 Library Street, Georgetown, MA 01833.
Town of Groveland	Town Hall, 183 Main Street, Groveland, MA 01834.
Town of Hamilton	Town Hall, 577 Bay Road, Hamilton, MA 01936.
Town of Ipswich	Town Hall, 25 Green Street, Ipswich, MA 01938.
Town of Lynnfield	Town Hall, 55 Summer Street, Lynnfield, MA 01940.
Town of Manchester-by-the-Sea	Town Hall, 10 Central Street, Manchester-by-the-Sea, MA 01944.
Town of Marblehead	Abbot Hall, 188 Washington Street, Marblehead, MA 01945.
Town of Merrimac	Town Hall, 4 School Street, Merrimac, MA 01860.
Town of Middleton	Town Hall, 48 South Main Street, Middleton, MA 01949.
Town of Newbury	Newbury Municipal Offices, 12 Kent Way, Byfield, MA 01922.
Town of North Andover	Town Hall, 120 Main Street, North Andover, MA 01845.
Town of Rockport	Town Hall, 34 Broadway, Rockport, MA 01966.
Town of Rowley	Town Hall, 139 Main Street, Rowley, MA 01969.
Town of Saugus	Town Hall, 298 Central Street, Saugus, MA 01906.
Town of Swampscott	Town Hall, 22 Monument Avenue, Swampscott, MA 01907.
Town of Topsfield	Town Offices, 8 West Common Street, Topsfield, MA 01983.
Town of Wenham	Town Hall, 138 Main Street, Wenham, MA 01984.
Town of West Newbury	Town Hall, 381 Main Street, West Newbury, MA 01985.
Middlesex County, Massachusetts (All Jurisdictions) Project: 15-01-0633S Preliminary Date: June 08, 2023	
City of Cambridge	City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139.
City of Everett	City Hall, 484 Broadway, Everett, MA 02149.
City of Lowell	City Hall, 375 Merrimack Street, Lowell, MA 01852.
City of Malden	City Hall, 200 Pleasant Street, Malden, MA 02148.
City of Medford	City Hall, 85 George P. Hassett Drive, Medford, MA 02155.
City of Melrose	City Hall, 562 Main Street, Melrose, MA 02176.
City of Newton	City Hall, 1000 Commonwealth Avenue, Newton, MA 02459.
City of Somerville	City Hall, 93 Highland Avenue, Somerville, MA 02143.
City of Waltham	City Hall, 610 Main Street, Waltham, MA 02452.
City of Woburn	City Hall, 10 Common Street, Woburn, MA 01801.
Town of Arlington	Town Hall, 730 Massachusetts Avenue, Arlington, MA 02476.
Town of Ashby	Town Hall, 895 Main Street, Ashby, MA 01431.
Town of Ashland	Town Hall, 101 Main Street, Ashland, MA 01721.
Town of Ayer	Town Hall, 1 Main Street, Ayer, MA 01432.
Town of Bedford	Town Hall, 10 Mudge Way, Bedford, MA 01730.
Town of Belmont	Town Hall, 455 Concord Avenue, Belmont, MA 02478.
Town of Billerica	Town Hall, 365 Boston Road, Billerica, MA 01821.
Town of Boxborough	Town Hall, 29 Middle Road, Boxborough, MA 01719.
Town of Burlington	Town Hall, 29 Center Street, Burlington, MA 01803.
Town of Chelmsford	Town Hall, 50 Billerica Road, Chelmsford, MA 01824.
Town of Concord	Town House, 22 Monument Square, Concord, MA 01742.
Town of Dracut	Town Hall, 62 Arlington Street, Dracut, MA 01826.
Town of Dunstable	Town Hall, 511 Main Street, Dunstable, MA 01827.
Town of Groton	Town Hall, 173 Main Street, Groton, MA 01450.
Town of Holliston	Town Hall, 703 Washington Street, Holliston, MA 01746.
Town of Hopkinton	Town Hall, 18 Main Street, Hopkinton, MA 01748.
Town of Lexington	Town Offices, 1625 Massachusetts Avenue, Lexington, MA 02420.
Town of Lincoln	Town Hall, 16 Lincoln Road, Lincoln, MA 01773.
Town of Littleton	Town Hall, 37 Shattuck Street, Littleton, MA 01460.

Community	Community map repository address
Town of Natick	Town Hall, 13 East Central Street, Natick, MA 01760.
Town of North Reading	Town Hall, 235 North Street, North Reading, MA 01864.
Town of Pepperell	Town Hall, 1 Main Street, Pepperell, MA 01463.
Town of Reading	Town Hall, 16 Lowell Street, Reading, MA 01867.
Town of Sherborn	Town Hall, 19 Washington Street, Sherborn, MA 01770.
Town of Shirley	Town Hall, 7 Keady Way, Shirley, MA 01464.
Town of Stoneham	Town Hall, 35 Central Street, Stoneham, MA 02180.
Town of Tewksbury	Town Hall, 1009 Main Street, Tewksbury, MA 01876.
Town of Townsend	Town Hall, 272 Main Street, Townsend, MA 01469.
Town of Tyngsborough	Town Hall, 25 Bryants Lane, Tyngsborough, MA 01879.
Town of Wakefield	Town Hall, 1 Lafayette Street, Wakefield, MA 01880.
Town of Watertown	Town Hall, 149 Main Street, Watertown, MA 02472.
Town of Wayland	Town Hall, 41 Cochituate Road, Wayland, MA 01778.
Town of Westford	Town Hall, 55 Main Street, Westford, MA 01886.
Town of Weston	Town Hall, 11 Town House Road, Weston, MA 02493.
Town of Wilmington	Town Hall, 121 Glen Road, Wilmington, MA 01887.
Town of Winchester	Town Hall, 71 Mt. Vernon Street, Winchester, MA 01890.

Norfolk County, Massachusetts (All Jurisdictions)
Project: 15-01-0633S Preliminary Date: April 07, 2023

City of Quincy	City Hall, 1305 Hancock Street, Quincy, MA 02169.
Town of Avon	Town Hall, 65 East Main Street, Avon, MA 02322.
Town of Bellingham	Municipal Center, 10 Mechanic Street, Bellingham, MA 02019.
Town of Braintree	Town Hall, 1 John F. Kennedy Memorial Drive, Braintree, MA 02184.
Town of Brookline	Town Hall, 333 Washington Street, Brookline, MA 02445.
Town of Canton	Town Hall, 801 Washington Street, Canton, MA 02021.
Town of Cohasset	Town Hall, 41 Highland Avenue, Cohasset, MA 02025.
Town of Dedham	Town Hall, 450 Washington Street, Dedham, MA 02026.
Town of Dover	Town House, 5 Springdale Avenue, Dover, MA 02030.
Town of Foxborough	Town Hall, 40 South Street, Foxborough, MA 02035.
Town of Franklin	Town Hall, 355 East Central Street, Franklin, MA 02038.
Town of Holbrook	Town Hall, 50 North Franklin Street, Holbrook, MA 02343.
Town of Medfield	Town House, 459 Main Street, Medfield, MA 02052.
Town of Medway	Town Hall, 155 Village Street, Medway, MA 02053.
Town of Millis	Veterans Memorial Building, 900 Main Street, Millis, MA 02054.
Town of Milton	Town Office Building, 525 Canton Avenue, Milton, MA 02186.
Town of Needham	Town Hall, 1471 Highland Avenue, Needham, MA 02492.
Town of Norfolk	Town Hall, 1 Liberty Lane, Norfolk, MA 02056.
Town of Norwood	Town Hall, 566 Washington Street, Norwood, MA 02062.
Town of Plainville	Town Hall, 142 South Street, Plainville, MA 02762.
Town of Randolph	Town Hall, 41 South Main Street, Randolph, MA 02368.
Town of Sharon	Town Office Building, 90 South Main Street, Sharon, MA 02067.
Town of Stoughton	Town Hall, 10 Pearl Street, Stoughton, MA 02072.
Town of Walpole	Town Hall, 135 School Street, Walpole, MA 02081.
Town of Wellesley	Town Hall, 888 Worcester Street, Wellesley, MA 02482.
Town of Westwood	Town Hall, 580 High Street, Westwood, MA 02090.
Town of Weymouth	Town Hall, 75 Middle Street, Weymouth, MA 02189.
Town of Wrentham	Town Hall, 79 South Street, Wrentham, MA 02093.

Worcester County, Massachusetts (All Jurisdictions)
Project: 16-01-0276S Preliminary Date: May 05, 2023

City of Fitchburg	City Hall, 718 Main Street, Fitchburg, MA 01420.
City of Gardner	City Hall, 95 Pleasant Street, Gardner, MA 01440.
City of Leominster	City Hall, 25 West Street, Leominster, MA 01453.
City of Worcester	City Hall, 455 Main Street, Worcester, MA 01608.
Town of Ashburnham	Town Hall, 32 Main Street, Ashburnham, MA 01430.
Town of Berlin	Town Offices, 23 Linden Street, Berlin, MA 01503.
Town of Bolton	Town Hall, 663 Main Street, Bolton, MA 01740.
Town of Boylston	Town Hall, 221 Main Street, Boylston, MA 01505.
Town of Clinton	Town Hall, 242 Church Street, Clinton, MA 01510.
Town of Harvard	Town Hall, 13 Ayer Road, Harvard, MA 01451.
Town of Holden	Starbald Building, 1204 Main Street, Holden, MA 01520.
Town of Hopedale	Town Office, 78 Hopedale Street, Hopedale, MA 01747.
Town of Hubbardston	Town Hall, 7 Main Street, Hubbardston, MA 01452.
Town of Lancaster	Prescott Building, 701 Main Street, Lancaster, MA 01523.
Town of Lunenburg	Town Hall, 17 Main Street, Lunenburg, MA 01462.
Town of Mendon	Town Hall, 20 Main Street, Mendon, MA 01756.
Town of Milford	Town Hall, 52 Main Street, Milford, MA 01757.
Town of Paxton	Town Hall, 697 Pleasant Street, Paxton, MA 01612.
Town of Princeton	Town Hall, 6 Town Hall Drive, Princeton, MA 01541.
Town of Rutland	Town Hall, 250 Main Street, Rutland, MA 01543.
Town of Sterling	Butterick Municipal Building, 1 Park Street, Sterling, MA 01564.

Community	Community map repository address
Town of West Boylston	Town Hall, 140 Worcester Street, West Boylston, MA 01583.
Town of Westminster	Town Hall, 11 South Street, Westminster, MA 01473.

[FR Doc. 2023-16142 Filed 7-28-23; 8:45 am]

BILLING CODE 9110-12-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Docket ID FEMA-2023-0002]

Changes in Flood Hazard Determinations

AGENCY: Federal Emergency Management Agency, Department of Homeland Security.

ACTION: Notice.

SUMMARY: New or modified Base (1-percent annual chance) Flood Elevations (BFEs), base flood depths, Special Flood Hazard Area (SFHA) boundaries or zone designations, and/or regulatory floodways (hereinafter referred to as flood hazard determinations) as shown on the indicated Letter of Map Revision (LOMR) for each of the communities listed in the table below are finalized. Each LOMR revises the Flood Insurance Rate Maps (FIRMs), and in some cases the Flood Insurance Study (FIS) reports, currently in effect for the listed communities.

DATES: Each LOMR was finalized as in the table below.

ADDRESSES: Each LOMR is available for inspection at both the respective Community Map Repository address

listed in the table below and online through the FEMA Map Service Center at <https://msc.fema.gov>.

FOR FURTHER INFORMATION CONTACT: Rick Sacbibit, Chief, Engineering Services Branch, Federal Insurance and Mitigation Administration, FEMA, 400 C Street SW, Washington, DC 20472, (202) 646-7659, or (email) patrick.sacbibit@fema.dhs.gov; or visit the FEMA Mapping and Insurance eXchange (FMIX) online at https://www.floodmaps.fema.gov/fhm/fmx_main.html.

SUPPLEMENTARY INFORMATION: The Federal Emergency Management Agency (FEMA) makes the final flood hazard determinations as shown in the LOMRs for each community listed in the table below. Notice of these modified flood hazard determinations has been published in newspapers of local circulation and 90 days have elapsed since that publication. The Deputy Associate Administrator for Insurance and Mitigation has resolved any appeals resulting from this notification.

The modified flood hazard determinations are made pursuant to section 206 of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4105, and are in accordance with the National Flood Insurance Act of 1968, 42 U.S.C. 4001 *et seq.*, and with 44 CFR part 65.

The currently effective community number is shown and must be used for all new policies and renewals.

The new or modified flood hazard information is the basis for the floodplain management measures that

the community is required either to adopt or to show evidence of being already in effect in order to remain qualified for participation in the National Flood Insurance Program (NFIP).

This new or modified flood hazard information, together with the floodplain management criteria required by 44 CFR 60.3, are the minimum that are required. They should not be construed to mean that the community must change any existing ordinances that are more stringent in their floodplain management requirements. The community may at any time enact stricter requirements of its own or pursuant to policies established by other Federal, State, or regional entities.

This new or modified flood hazard determinations are used to meet the floodplain management requirements of the NFIP. The changes in flood hazard determinations are in accordance with 44 CFR 65.4.

Interested lessees and owners of real property are encouraged to review the final flood hazard information available at the address cited below for each community or online through the FEMA Map Service Center at <https://msc.fema.gov>.

(Catalog of Federal Domestic Assistance No. 97.022, "Flood Insurance.")

Nicholas A. Shufro,

Deputy Assistant Administrator for Risk Management, Federal Emergency Management Agency, Department of Homeland Security.

State and county	Location and case No.	Chief executive officer of community	Community map repository	Date of modification	Community No.
Alabama: Limestone (FEMA Docket No.: B-2341).	Unincorporated areas of Limestone County (22-04-5392P).	Collin Daly, Chair, Limestone County Commission, 310 West Washington Street, Athens, AL 35611.	Limestone County Engineering Department, 310 West Washington Street, Athens, AL 35611.	Jul. 21, 2023	010307
Arkansas: Sebastian (FEMA Docket No.: B-2324).	City of Fort Smith (22-06-0574P).	Carl Geffken, City of Fort Smith Administrator, 623 Garrison Avenue, Room 315, Fort Smith, AR 72901.	City Hall, 623 Garrison Avenue, Fort Smith, AR 72901.	Jun. 28, 2023	055013
Sebastian (FEMA Docket No.: B-2324).	Unincorporated areas of Sebastian County. (22-06-0574P).	The Honorable Steve Hotz, Sebastian County Judge, 35 South 6th Street, Room 106, Fort Smith, AR 72901.	Sebastian County Courthouse, 35 South 6th Street, Fort Smith, AR 72901.	Jun. 28, 2023	050462
Colorado: Arapahoe (FEMA Docket No.: B-2334).	City of Centennial, (21-08-1158P).	The Honorable Stephanie Piko, Mayor, City of Centennial, 13133 East Arapahoe Road, Centennial, CO 80112.	Southeast Metro Stormwater Authority, 7437 South Fair-play Street, Centennial, CO 80112.	Jul. 7, 2023	080315
Arapahoe (FEMA Docket No.: B-2334).	Unincorporated areas of Arapahoe County. (21-08-1158P).	The Honorable Carrie Warren-Gully, Chair, Arapahoe County Board of Commissioners, 5334 South Prince Street, Littleton, CO 80120.	Arapahoe County Public Works and Development Department, 6924 South Lima Street, Centennial, CO 80112.	Jul. 7, 2023	080011

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

Proposed Flood Hazard Determinations for Worcester County, Massachusetts (All Jurisdictions)

The Department of Homeland Security's Federal Emergency Management Agency has issued a preliminary Flood Insurance Rate Map (FIRM), and where applicable, Flood Insurance Study (FIS) report, reflecting proposed flood hazard determinations within Worcester County, Massachusetts (All Jurisdictions). These flood hazard determinations may include the addition or modification of Base Flood Elevations, base flood depths, Special Flood Hazard Area boundaries or zone designations, or the regulatory floodway. Technical information or comments are solicited on the proposed flood hazard determinations shown on the preliminary FIRM and/or FIS report for Worcester County, Massachusetts (All Jurisdictions). These flood hazard determinations are the basis for the floodplain management measures that your community is required to either adopt or show evidence of being already in effect in order to qualify or remain qualified for participation in the National Flood Insurance Program. However, before these determinations are effective for floodplain management purposes, you will be provided an opportunity to appeal the proposed information. For information on the statutory 90-day period provided for appeals, as well as a complete listing of the communities affected and the locations where copies of the FIRM are available for review, please visit FEMA's website at https://www.floodmaps.fema.gov/fhm/BFE_Status/bfe_main.asp or call the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-FEMA MAP (1-877-336-2627).

OVERVIEW

SCIENTIFIC RESOLUTION PANELS

The Federal Emergency Management Agency (FEMA), through its flood hazard mapping program, Risk MAP (Risk Mapping, Assessment, and Planning), identifies flood hazards, assesses flood risks, and partners with states, tribes and local communities to provide accurate flood hazard and risk data to guide them in taking effective mitigation actions. The resulting National Flood Insurance Program (NFIP) maps provide the basis for community floodplain management regulations and flood insurance requirements.

What is a Scientific Resolution Panel?

FEMA's Scientific Resolution Panel (SRP) process reinforces FEMA's commitment to work with communities to ensure the flood hazard data depicted on Flood Insurance Rate Maps (FIRMs) are developed collaboratively, using the best science available.

Flood hazards are constantly changing, and FEMA updates FIRMs through several methods to reflect those changes. When proposed changes to a FIRM are met with conflicting technical and/or scientific data during a regulatory appeal period, an independent third-party review of the information may be appropriate. An SRP serves as an independent third party.

The SRP process benefits both FEMA and the community:

- ▶ It offers a neutral review process by independent third parties.
- ▶ It confirms FEMA's commitment to using the best science for the purpose of accurately depicting flood hazards on flood maps.
- ▶ It provides an additional opportunity for resolving community appeals involving conflicting technical and/or scientific data.

While FEMA had previously established an SRP process, the Biggert-Waters Flood Insurance Reform Act of 2012 formally established a statutory SRP process. The *Appeal and Comment Processing Guidance for Flood Risk Analysis and Mapping*, which incorporates the legislative requirements for the SRP, is available at www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping.

For Additional Information

For more information on appeals, see the FEMA document *Appeals, Revisions, and Amendments to National Flood Insurance Program Maps: A Guide for Community Officials* at www.fema.gov/flood-maps/change-your-flood-zone/guide-community-members

Part 67 of the NFIP regulations, which pertains to appeals, is available at www.ecfr.gov/current/title-44/chapter-I/subchapter-B/part-67

FEMA's Guidelines and Standards for Flood Risk Analysis and Mapping webpage includes the *Appeal and Comment Processing Guidance for Flood Risk Analysis and Mapping*: www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping

Templates and Other Resources:

www.fema.gov/media-library/assets/documents/32786?id=7577

Other Important Links:

- NIBS Scientific Review Panel website: www.floodsrp.org
- Risk MAP: www.fema.gov/flood-maps/tools-resources/risk-map
- Information on Recent and Upcoming Map Changes: www.fema.gov/flood-maps/change-your-flood-zone#lomc
- Flood Insurance: www.floodsmart.gov

RISK MAPPING, ASSESSMENT, AND PLANNING PROGRAM (RISK MAP)

The Federal Emergency Management Agency's Risk MAP Program delivers quality data that increases public awareness and leads to action to reduce risk to life and property. Risk MAP is a nationwide program that works in collaboration with states, tribes, and local communities using best available science, rigorously vetted standards, and expert analysis to identify risk and promote mitigation action, resulting in safer, more resilient communities.

Who Can Request an SRP?

A community, tribe, or other political entity with the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction can request that FEMA use an SRP when conflicting technical and/or scientific data have been presented. For additional information, review the *Appeal and Comment Processing Guidance for Flood Risk Analysis and Mapping* at www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping.

When Can Communities Request an SRP?

A community can request an SRP if the following requirements have been met:

- ▶ It has not yet received a Letter of Final Determination (LFD) from FEMA.
- ▶ Conflicting technical and/or scientific data, submitted during the 90-day appeal period, resulted in different flood hazards than those proposed by FEMA.
- ▶ At least 60 days of community consultation with FEMA (but no more than 120 days) have taken place.

Additionally, a community that receives a FEMA-issued resolution letter and has not previously exercised the SRP process will have 30 days from the issuance of the letter to request an SRP.

Independent Panel Sponsor

The SRP process is managed by the National Institute for Building Sciences (NIBS), a non-profit organization independent of FEMA. NIBS will administer the SRPs, ensuring that proper guidelines and procedures are employed and maintaining a cadre of experts from which panel members are selected.

Panel Member Selection

Five panelists are convened for each appeal brought to the SRP request. Panel members are technical experts in surface water hydrology, hydraulics, coastal engineering, and other engineering and scientific fields that relate to the creation of FIRMs and Flood Insurance Studies (FIS) throughout the United States.

Based on the technical challenges associated with each request, NIBS develops a list of potential members with relevant expertise, from its cadre of experts. NIBS also checks that those listed are available to serve, do not reside in the state from which the appeal or data were filed, and have no personal or professional interest in its findings for the flood risk project.

NIBS provides the list to the community and FEMA to select the panel members. The community selects at least the simple majority (three), and FEMA selects the remaining panel members from the short list of cadre members, based on the technical challenges of the appeal or data submittal.

The Process

To request a review by an SRP, the community's Chief Executive Officer or designee completes an SRP Request Form and submits it to FEMA during the time periods outlined above. Once FEMA confirms that the situation and the conflicting technical and/or scientific data are eligible for an SRP, it forwards the SRP Request Form to NIBS, which will initiate the panel selection process and develop a list of potential members.

Once the panel is convened, panel members are provided with a summary of the issue, FEMA's data, and the data the community submitted during the 90-day appeal period. Panel members review the data and, on a point-by-point basis, deliberate and make a decision based on the scientific and/or technical challenges.

If the community feels it is necessary to make an oral presentation in support of its request, it must include a justification on the SRP Request Form.

Resolution

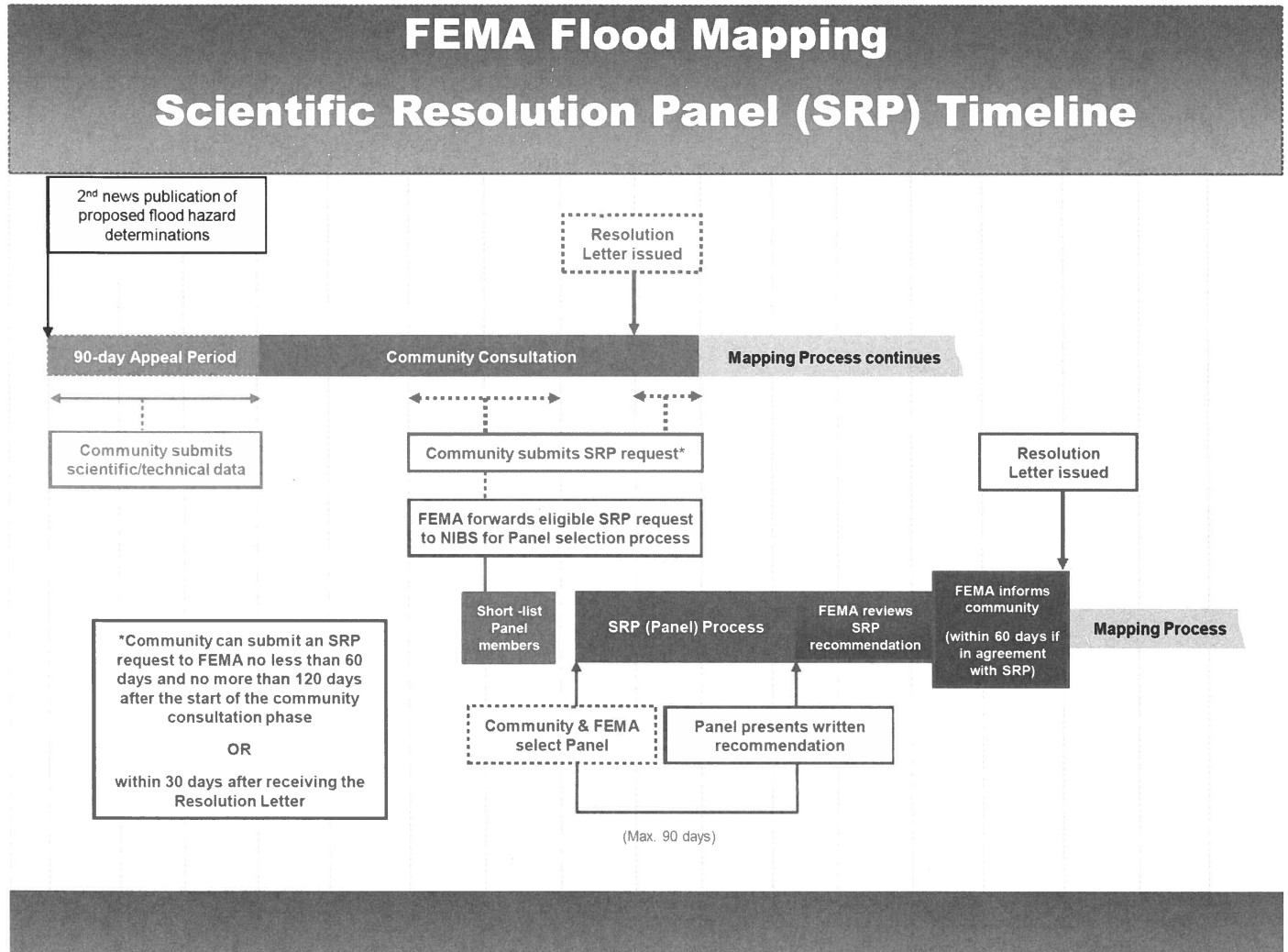
The panel must present its written report to the community and FEMA within 90 days of being convened, and that report will be used by the FEMA Administrator for making the final determination. A panel determination must be in favor of either FEMA or the community on each distinct element of the dispute, and the panel may not offer any alternative determination as a resolution. In the case of a dispute submitted by the community on behalf of an owner or lessee of real property in the community, the panel determination must be in favor of either FEMA, the community, or the owner/lessee on each distinct element of the dispute.

If changes to the maps are recommended in the panel's determination, and FEMA elects to implement the panel's determination, FEMA will incorporate the changes into a revised Preliminary FIRM and, if appropriate, FIS report. The revised products will be available to the community for review, with a resolution letter, before FEMA issues an LFD.

Once the SRP provides its determination and FEMA issues its resolution letter to implement the recommendations, the SRP recommendations are binding on all appellants and not subject to judicial review.

If the FEMA Administrator elects not to accept the panel's findings, the Administrator will issue a written justification within 60 days of receiving the report from the SRP. Under these circumstances, the appellants maintain their right to appeal FEMA's final determination to the appropriate Federal District Court.

Figure 1: SRP Timeline



#3

**TOWN OF LANCASTER
OFFICE OF THE SELECT BOARD
PRESCOTT BUILDING
LANCASTER, MA 01523**



WARRANT FOR SPECIAL TOWN MEETING

**SEPTEMBER 18, 2023
7:00 PM**

**MARY ROWLANDSON ELEMENTARY SCHOOL
&
LUTHER BURBANK MIDDLE SCHOOL
*103 Hollywood Drive • Lancaster, MA 01523***

The Town of Lancaster is an Open Town Meeting form of Government. The Town is committed to ensuring that each person who wishes to participate can do so in a manner that is consistent with the Americans with Disabilities Act (ADA.) Any individual requesting a reasonable accommodation should contact Health and Human Services Director Kelly Dolan via email: kdolan@lancasterma.gov or by telephone 978-365-3326. Reasonable accommodation is determined on an individual and confidential basis. Please make any requests for reasonable accommodation on or before September 8, 2023; requests for accommodation received after this date may not be able to be fulfilled.

Insert A
Ballot Question Related to Article 1

The ballot question will read as follows:

Shall the Town of Lancaster be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay Lancaster's allocable share of the bond issued by the Nashoba Regional School District for the purpose of paying costs of a new Nashoba Regional High School, 12 Green Road, Bolton, MA 01740 including site work and athletic fields, including the payment of all costs incidental or related thereto?

YES _____ NO _____

**WARRANT FOR SPECIAL TOWN MEETING
IN THE TOWN OF LANCASTER**

September 18, 2023

Mary Rowlandson Elementary & Luther Burbank Middle Schools – 7:00 PM

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Lancaster qualified to vote in the elections and Town affairs, to meet at **Mary Rowlandson Elementary & Luther Burbank Middle Schools, 103 Hollywood Drive in said Lancaster on Monday, the eighteenth of September 2023, at 7:00 in the evening**, and to act on the following:

ARTICLE 1

Nashoba Regional High School New Building
Select Board

To see if the Town will approve the \$241,714,926 borrowing authorized by the Nashoba Regional School District, for the purpose of paying costs of a new Nashoba Regional High School, 12 Green Road, Bolton, MA 01740 including site work and athletic fields, including the payment of all costs incidental or related thereto (the "Project"), which school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years, and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended at the direction of the Nashoba Regional School District's Project School Building Committee. The MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any Project costs the District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the District and its member municipalities. Any grant that the District may receive from the MSBA for the Project shall not exceed the lesser of (1) fifty-five and 09/100 percent (55.09%) of eligible, approved Project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA.

NASHOBA REGIONAL SCHOOL COMMITTEE RECOMMENDATION:	AFFIRMATIVE ACTION
HIGH SCHOOL BUILDING COMMITTEE RECOMMENDATION:	AFFIRMATIVE ACTION
FINANCE COMMITTEE RECOMMENDATION:	DELIVERED AT TOWN MEETING

ARTICLE 2

Amend Water Enterprise Fund
Board of Public Works

To see if the Town will vote to amend the vote taken under Article 6 of the May 3, 2023, Annual Town Meeting to appropriate the sum of \$ 1,142,165 from the Water Enterprise Fund, to finance the operation of the Water Department for the Fiscal Year beginning July 1, 2023, as outlined below, or act in any manner relating thereto. The operating expenses for the Water Enterprise are entirely funded by water revenue.

Water Enterprise Appropriations	
Salaries & Wages	\$ 371,760
Operational Expenses	\$ 429,905
Reserve Fund Transfers (in/out)	\$ 50,000
Debt Payments (principal)	\$ 175,000
Debt Payments (interest)	\$ 115,000
Indirect Costs to the General Fund	\$ 0
Total Costs to the Water Enterprise Fund	\$ 1,142,165

Or take any other action relative thereto.

BOARD OF PUBLIC WORKS RECOMMENDATION:
FINANCE COMMITTEE RECOMMENDATION:

AFFIRMATIVE ACTION
DELIVERED AT TOWN MEETING

ARTICLE 3
Supplemental Classification Plan for Emergency Services
Select Board

To see if the Town will vote amend the Classification and Compensation Plan by accepting the temporary classification schedule entitled "PS: Public Safety Officials", a copy of which can be seen below, which was adopted by the Select Board in accordance with §140-3 at its meeting on August 7, 2023, or take any other action relative thereto.

Public Safety Wage Scale

<i>differential</i>	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Firefighter EMT	PS1	\$ 20.10	\$ 20.70	\$ 21.32	\$ 21.96	\$ 22.62	\$ 23.30	\$ 24.00	\$ 24.72
Firefighter/EMT Reserve Police Officer	PS2	\$ 23.83	\$ 24.54	\$ 25.28	\$ 26.04	\$ 26.82	\$ 27.63	\$ 28.45	\$ 29.31
Fire LT	PS3	\$ 24.75	\$ 25.49	\$ 26.26	\$ 27.04	\$ 27.86	\$ 28.69	\$ 29.55	\$ 30.44
Fire Capt.	PS4	\$ 27.05	\$ 27.86	\$ 28.70	\$ 29.56	\$ 30.45	\$ 31.36	\$ 32.30	\$ 33.27
Deputy Fire Chief	PS5	\$ 27.46	\$ 28.28	\$ 29.13	\$ 30.01	\$ 30.91	\$ 31.83	\$ 32.79	\$ 33.77
Fire Stipends*	Annual			Police Stipends	Annual				
Firefighter 1/2 Certificate	\$250.00			Uniform Allowance	\$500.00				
EMS Coordinator	\$1,000.00			Detail Rates	<i>Consistent with Union Contract</i>				
Fire Prevention Officer 1	\$250.00								
Fire Prevention Officer 2	\$250.00								

SELECT BOARD RECOMMENDATION:

AFFIRMATIVE ACTION

ARTICLE 4
Amendments to Zoning Bylaw – Accessory Apartments
Planning Board

To see if the Town will vote to amend the following Section of the Zoning Bylaw:

1. Section 220-9.G, Accessory Apartments, so that the section reads as follows:

G. Accessory apartments

- (1) Either the primary single-family detached dwelling or the proposed accessory apartment must be and remain owner-occupied, except for temporary absences of no more than 12 consecutive months.
- (2) The habitable floor area of the accessory apartment, whether located in a detached accessory structure or in the principal single-family dwelling, shall not exceed 1,500 s.f. or 50% of the Gross Floor Area of the primary dwelling, whichever is less.

- (3) The accessory apartment shall have its own separate entrance from the outside.
- (4) The accessory apartment unit shall conform to the Massachusetts Department of Public Health Minimum Standards for Human Habitation and all other applicable state codes for such occupancy.
- (5) If the dwelling is not to be served by both Town water and Town sewerage, then the applicant must document that the Board of Health has determined that provisions for water and sewage disposal will upon occupancy be adequate for the anticipated number of inhabitants.
- (6) At least three parking spaces must be provided to service the primary dwelling and the accessory apartment.

2. Section 220-8.1. AB, Use Regulation Schedule, so that the line reads as follows:

ITEM	USE	R	NB	LI	LI2	GI	EZ	NOTES
AB.	Accessory apartment in a single-family dwelling with no change in the principal use of the premises	P	P	P	P	P	P	

Or take any other action relative thereto.

PLANNING BOARD RECOMMENDATION:

AFFIRMATIVE ACTION

And you are directed to serve this Warrant by posting up attested copies thereof at the South Lancaster Post Office, the Center Post Office, the Fifth Meeting House, and the Prescott Building, in said Town fourteen days at least before the time for holding said meeting. Hereof fail not and make due return of the Warrant with your doings thereon to the Town Clerk at the time and place of meeting aforesaid.

SELECT BOARD OF LANCASTER


 Stephen Kerrigan, Chair


 Jason Allison, Member


 Alexandra Turner, Clerk

CONSTABLE'S CERTIFICATION

I hereby certify under the pains and penalties of perjury that I posted an attested a copy of this Warrant at the South Lancaster Post Office, the Center Post Office, the Fifth Meeting House, and the Prescott Building on the date attested. I further certify that this Warrant was posted in accordance with the By-laws of the Town of Lancaster and the provisions of M.G.L. c.39 §10.

Attest:



Constable Signature



Print

Date: 8/17/23

The full text of the Warrant is available in the Prescott Building and Thayer Memorial Library.

LICENSES AND PERMITS



Rental Application

Lancaster Use of Town Owned Buildings & Town Green

TO: BOARD OF SELECTMEN, LANCASTER MASSACHUSETTS

RE: PERMISSION TO RENT THE FOLLOWING TOWN OWNED BUILDINGS (Please check one)



TOWN HALL AUDITORIUM



LANCASTER COMMUNITY CENTER (LCC) GYM



LANCASTER COMMUNITY CENTER (LCC) MEETING ROOM



TOWN GREEN/GAZEBO

Name of Individual/Organization: Friends of Thayer Memorial Library

Date of Event: Tues, Sept 26-Wed, Oct 11, 2023

Time: all days

Program: Friends of TML Annual Book Sale

Rehearsal(s) will/~~will not~~ be necessary on

From: _____ To: _____

If Banquet, Caterer will be: _____

We do/~~do not~~ plan to have an uniformed Police Officer on duty.

Program Director/Contact person name: Susan Munyon

Address: 96 Grant Way, Lancaster, MA 01523

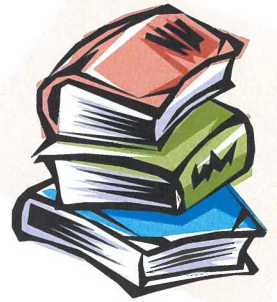
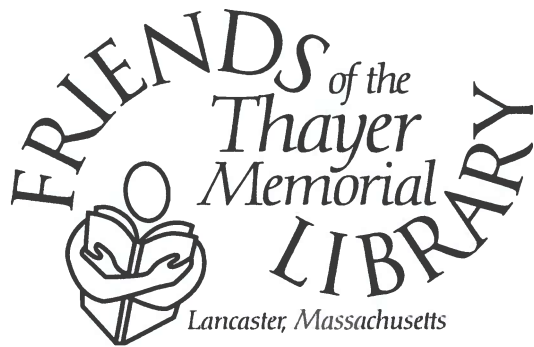
Email: susanmunyon@comcast.net

Phone: 978-764-0520

Approved: ☐ _____

Disapproved: ☐ _____

Lancaster Board of Selectmen _____



Friends Annual Book Sale

Sept 29-30, Oct 1 & Oct 7-8, 2023

Friday 3 – 7 pm
Saturdays 9 am – 4 pm
Sundays 12 – 4 pm

Lancaster old Town Hall

695 Main Street, Lancaster, MA 01523



Fill a bag!



Fri, Sept 29th \$30/bag
Sat, Sept 30th \$25/bag
Sun, Oct 1st \$20/bag
Sat, Oct 7th \$15/bag
Sun, Oct 8th \$10/bag

Members receive \$5 off/bag

\$2 hardcover, \$1.50 softcover, \$.50 paperbacks

Credit cards accepted

<https://ThayerMemorialLibrary.org>

FriendsofTML@gmail.com

COMMUNICATIONS

ADJOURNMENT
