



**LANCASTER SELECT BOARD - AMENDED\***  
**Regular Meeting Agenda**  
**Prescott Building – Nashaway Room & ZOOM**  
**Monday, October 2, 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 Nashaway Room, located on the second floor of the Prescott Building, 701 Main Street, Lancaster, MA

Topic: Select Board Meeting

Time: Oct 2, 2023 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81115278189?pwd=eWhvWEhERStmWFNPRVBjTEpTTnk1dz09>

Meeting ID: 811 1527 8189

Passcode: 361651

One tap mobile

+13126266799,,81115278189#,,, \*361651# US (Chicago)

+16465588656,,81115278189#,,, \*361651# US (New York)

Find your local number: <https://us02web.zoom.us/j/81115278189?pwd=eWhvWEhERStmWFNPRVBjTEpTTnk1dz09>

Additional materials for Select Board meetings are available at:

<https://www.ci.lancaster.ma.us/administration-select-board/pages/meeting-materials>

Residents Have the Ability to Ask Questions via ZOOM.

**II. APPROVAL OF MEETING MINUTES**

Review and take action on the Select Board's Meeting Minutes from September 11 & 18, 2023.

**III. SCHEDULED APPEARANCES & PUBLIC HEARINGS -**

6:05 PM: Joint Meeting with Lancaster Historical Commission

7:00 PM: Joint Meeting with Lancaster Board of Health

**IV. BOARDS, COMMITTEES AND DEPARTMENT REPORTS -**

- Government Study Committee – Town-Wide Survey, Deployment & Information.
- Set Date(s) for Joint Meeting *Proposal* with DPW Board/Commissioners.

**V. PUBLIC COMMENT**

*Opportunity for the public to address their concerns, make comments, offer suggestions, or ask questions.*



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**VI. TOWN ADMINISTOR REPORT**

- **GRANT AWARDS: Memo Review**
  - Formula Grant Award - **FY25 \$27,258** (COA)
  - Housing Production Grant Award - **FY24 \$46,600** (Affordable Housing Plan Update)
  - Community Infrastructure Grant – **FY24 \$80,000** (Community Center)
  - Division of Local Services Community Planning Grant – **FY24 \$32,000** (DCAMM)
  - Community Compact Grant Award – **FY24 \$25,000** (Class & Comp. Update)
  - Executive Office of Housing & Economic Development – **FY24 \$25,000**  
(Downtown Revitalization & Wayfinding)
- Human Resources Updates
  - Treasurer-Collector
  - Community Development & Planning Director
  - Budget & Purchasing Administrator
  - Management Analyst/Asst. Collector (combine proposal resulting in -.75 FTE/- \$58K)
    - New Initiative w/Enterprise Fund Accounts
    - Memo of Agreement Draft – Lancaster Sewer District & Select Board
- Classification & Compensation Study, Update, Timeline for Report & Deliverables
- DCAMM Property – Sale Partnership Agreement
  - Legislative Update & Needs
  - Initial Visioning Sessions/Ideas for Re-Use and/or Potential RFP to Developers
- Division of Local Services – Financial Management Review & Update Report (Sept.'23)
- New Initiatives – Connections with Board & Staff, Availability to Public
  - Office Hours – Regular Hours & Open to Public Monday - Friday
  - Goal Setting, Senior Management Team
  - Regular Agenda Appearances – Pilot Program

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

- Town Administrator Review
- Memorial School RFP (re: assessment & reuse potentials) – updated financial information.
- Kalon Farms – Right of 1<sup>st</sup> Refusal, continued from 9.18.23 meeting.
- Accounting/Budget Software (tabled from Select Board Meeting 9.5.23)
- Update/Review Town-Wide Fees (tabled from Select Board Meeting 9.5.23)



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**VIII. APPOINTMENTS & RESIGNATION NOTIFICATIONS** (Resignation votes not needed)

Resignations

Board of Health – Denise Hurley

Community Preservation Act Committee – Kendra Dickenson, Planning Board Representative

Appointments\*

Affirm Planning Board 9/11/23 Appointment of Regina Brown as the Board's Community Preservation Act Committee Representative

**IX. LICENSES AND PERMITS**

Applications for Town License Public Entertainment on Sunday and Weekdays

Event: 4<sup>th</sup> Annual Lancaster Holiday Light Show to be held at the Lancaster Fairgrounds, 318 Seven Bridge Road, Lancaster.

Sponsored by: Rose Darden, Bolton Fair, Inc. & EJ Dean, Fiesta Shows

Operating Dates: November 24, 2023 – December 31, 2023

Operating Hours: Sunday – Thursday 5pm-10pm; Friday – Sunday, Holidays 5pm-11pm

**X. COMMUNICATIONS**

- Town Offices will be closed on Monday, October 9, 2023, in observance of Columbus Day/Indigenous People Day
- Next Select Board Meetings will be held on Monday, October 16, 2023, and November 6, 2023 at 6:00pm.
- Miscellaneous Correspondence & Memorandums

**XI. NEW BUSINESS – Unforeseen by the Board**

**XII. ADJOURNMENT**

## **APPROVAL OF MEETING MINUTES**

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**LANCASTER SELECT BOARD  
Special Meeting Minutes  
of Monday, September 11, 2023, 8:00 A.M.  
via ZOOM only**

**ZOOM:** <https://us02web.zoom.us/j/81481149273>

**Meeting ID 814 8114 9273**

<b>I. CALL TO ORDER</b>
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Select Board Chair Stephen Kerrigan called the meeting to order at 8:00AM and advised that the meeting was being recorded and broadcast via ZOOM.

*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.

<b>II. ADMINISTRATION, BUDGET, AND POLICY</b>
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**Lancaster Special Act 2004 – Acknowledgement of Receipt. Question #1: Proponent & Opponent Statements, for Lancaster Special Election Ballot scheduled for September 25, 2023.**

Mr. Kerrigan explained the requirement for Proponent and Opponent statements for the upcoming ballot. The Proponent language has been written by Joe Gleason of the School Building Committee. As no Opponent language has been presented, the Select Board will have Town Counsel draft this language.

Mr. Allison moved to accept the Proponent language as presented and to authorize Town Counsel to write the Opponent language. Ms. Turner seconded. Ms. Turner asked where these statements could be seen; Mr. Kerrigan stated that they would be displayed at public locations and at the polling places. Ms. Hodges reviewed the Special Acts of 2004 which created the requirement. Ms. Turner had questions; she stated that she will vote against the motion because she has not seen the language. Ms. Turner stated for the record that the Board should be helping to inform Counsel.

*Vote taken, Jason A. Allison, Aye; Alexandra W. Turner, No; Stephen J. Kerrigan, Aye. Motion passed. [2-1-0].*

### **III. 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, 2023. Polls open from 7am-8pm.

### **IV. OTHER BUSINESS**

None

### **V. ADJOURNMENT**

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

Respectfully submitted,

Kathleen Rocco  
Executive Assistant

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Alexandra W. Turner, Clerk



**LANCASTER SELECT BOARD  
Special Meeting Minutes  
of Monday, September 18, 2023, 6:00 P.M.  
Mary Rowlandson Elementary School Auditorium**

**ZOOM:** <https://us02web.zoom.us/j/81481149273>

**Meeting ID 814 8114 9273**

<b>I. CALL TO ORDER</b>
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Select Board Chair Stephen Kerrigan called the meeting to order at 6:00PM in the Mary Rowlandson Elementary School Auditorium Stage, 103 Hollywood Drive, Lancaster, and advised that the meeting was being recorded and broadcast via Sterling-Lancaster Cable 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, present, Alexandra W. Turner, present, Stephen J. Kerrigan, present. Also present, Kate Hodges, Town Administrator.

<b>I. APPROVAL OF MEETING MINUTES</b>
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Ms. Turner moved to accept the minutes of the September 5, 2023 meeting; Mr. Allison seconded the motion. *Vote taken, Jason A. Allison, Aye; Alexandra W. Turner, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0].*

<b>III. ADMINISTRATION, BUDGET, AND POLICY</b>
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**1. Kalon Farms – First Right of Refusal**

Ms. Hodges explained that in August, Kalon Farms sent a required notice of intent to sell a two-acre portion of a 4-acre lot for residential non-Chapter 61A purposes. She had written back because the notice did not meet all necessary requirements, i.e., it was unclear which two acres were to be sold. The ANR was received last week; this was approved by the Planning Board earlier in the summer. Ms. Hodges had also asked what the plan was for the remaining two acres in this parcel, but she has not received a response. The Select Board needs to weigh in on whether or not they have interest in acquiring the land, and if so, further action is needed. The price of this lot would be about \$900,000; Ms. Hodges suggested that in her opinion, this purchase would not be in the best interest of the Town. Ms. Turner spoke about Chapter 61 and what a powerful tool it has been to protect open space and to help farmers. She noted that in the past the Select Board has allowed other bodies to purchase land under

Right of First Refusal. Ms. Turner would like, as a matter of policy, to follow up further, with the 120 days. Ms. Hodges noted that applications to the Select Board was not complete until last week. Ms. Turner would like the Select Board to consistently use the time allocated to do something more meaningful, engaging other boards, committees, and interested parties.

Mr. Kerrigan recognized Frank Streeter, Chair of the Planning Board. [Because Mr. Streeter was speaking from the audience without a microphone, his statements were not captured on the recording.] Mr. Allison suggested that Ms. Turner take the next 30 days to work with the Land Trust or other parties. She will report back to the Board at the October 16, 2023 meeting.

## **2. FEMA Flood Maps**

Ms. Turner had requested that this item be added to the agenda. She noted that recent flood maps show changes from previous versions, especially in commercial/industrial areas. Recent maps received are a final draft. Ms. Turner would like people to check their property and/or their neighboring properties. Ms. Hodges noted that she and the Planning Director had met with the GIS people regarding this.

## **3. Disposition of September 18, 2023 Special Town Meeting Warrant Articles**

Mr. Allison moved to endorse Article 1, the New Nashoba Regional High School Building. Ms. Turner seconded. *Vote taken, Jason A. Allison, Aye; Alexandra W. Turner, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0].*

Mr. Allison moved to recommend affirmative action on Article 2, Water Enterprise Commission. Ms. Turner seconded. *Vote taken, Jason A. Allison, Aye; Alexandra W. Turner, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0].*

Mr. Allison moved to recommend affirmative action on Article 3, Supplemental Classification Plan for Emergency Services. Ms. Turner seconded. *Vote taken, Jason A. Allison, Aye; Alexandra W. Turner, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0].*

Mr. Allison moved to recommend affirmative action on Article 4, Amendment to Zoning Bylaws – Accessory Apartments. Ms. Turner seconded. *Vote taken, Jason A. Allison, Aye; Alexandra W. Turner, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0].*

## **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 Event Tuesday, September 26, 2023 – Wednesday, October 11, 2023

Mr. Allison moved to approve the use of the Town Hall Auditorium by the Friends of Thayer Memorial Library for their Annual Book Sale, Tuesday, September 26, 2023 - Wednesday, October 11, 2023. Ms. Turner seconded. *Vote taken, Jason A. Allison, Aye; Alexandra W. Turner, Aye; Stephen J. Kerrigan, Aye. Motion passed. [3-0-0].*

<b>V. COMMUNICATIONS</b>
--------------------------

- Special Town Election called for Monday, September 25, 2023. Polls open from 7am-8pm.
- Select Board's upcoming meetings will be held on October 2, 2023, and October 16, 2023, both starting at 6:00 PM.

<b>VI. ADJOURNMENT</b>
------------------------

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

Respectfully submitted,

Kathleen Rocco  
Executive Assistant

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Alexandra W. Turner, Clerk

## **SCHEDULED APPEARANCES & PUBLIC HEARINGS**

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John A. Farnsworth, M.S.C.E.  
35 Pine Hill Road, Lancaster, MA 01523  
603-566-4317 ( *cell-phone* ), jf111b@aol.com

24 September 2023

Select Board  
Prescott Building, 2nd Floor  
Thayer Drive  
701 Main Street  
Lancaster, MA 01523

**RECEIVED**

SEP 25

**Board of Selectmen**

c/o: Kate Hodges, Town Administrator

Dear Board Members,

It is my understanding that there is an opening for a member on the Board of Health to complete a remaining 2 of a 3-year term. Herein, I present myself as a candidate for the open position.

My preference is to serve until the next election in May 2024 when the remaining 1-year might be posted for Town Election.

It's likely the Board knows who I am but unlikely you've seen my Vita. Vita attached.

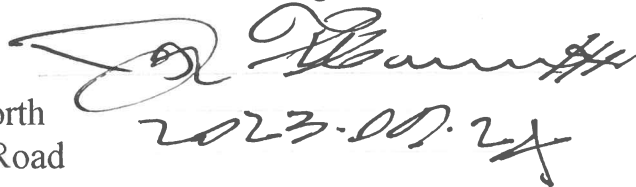
I am a long-time town resident. Much of my education has been based in Civil Engineering and Public Health. As a Registered Sanitarian and Certified Soil Evaluator, Title-5 has been a life-long companion reaching back to the old Article XI ( *circa-1960's* ).

It has been both an education and pleasure to work with Jeff Paster, current Board-Chair, during my time as a former Board Member.

My hope is to work closely with Jeff and Melinda Apgar ( *member* ) to see Lancaster through the upcoming Flu and COVID seasons.

Respectfully submitted and best regards,

John Farnsworth  
35 Pine Hill Road



John A. Farnsworth, M.S.C.E.  
Professional Land Surveyor – Registered Sanitarian  
35 Pine Hill Road, Lancaster, MA 01523  
603-566-4317 (cell)

**Professional Summary:**

Experience in the preparation, management and delivery of optimum engineering-based solutions for residential, commercial and industrial site designs. Proficiency with (*but not limited to*) AUTOCAD & Microsoft Word.

**Education:** Worcester Polytechnic Institute

Master of Science, Civil Engineering, 1997

Bachelor of Science, Civil Engineering, 1981, Chi-Epsilon, 1983

**Registration:** MA Professional Land Surveyor (94 to present ), MA SIT (86)

MA Registered Sanitarian, (MA-1982 to 2020, CT-2005 to present )

MA EIT (Engineer In Training, closed book exam, 94)

MA Certified Soil Evaluator, (1995 to present )

MA Certified Title 5 Inspector (1995 to present )

**Professional Experience:** Protégé to Frank D. DeFalco, PhD, PE, PLS

DeFalco Engineering, Services (2005- present, 2018)

Formerly DeFalco Engineering Incorporated (1986-2005), formerly

DeFalco Engineering Associates, Incorporated (1982-1986). **Director**

**of Operations.** Responsible for all phases of activity, including:

Managem't of Field Data Collection, Data Reduction and Storage,

Generation of Record Material, Client Interaction, Administration,

Supply and Finance. 2000+ Engineering Design, **Forensic**

**Investigations** and Survey Projects.

Farnsworth Engineering Associates, President (1986- present, 2023)

Professional L.S., Registered Sanitarian & Certified Soil Evaluator.

Trowbridge Engineering, Co., Westminster, MA (1992- present, 2017)

Staff Surveyor, Responsible for in-house Surveying.

Blackwell & Associates, Incorporated, Nantucket, MA (1997- 2004)

Staff Sanitarian, Responsible for hundreds of Title 5 & Site Designs

Worcester Polytechnic Institute (1982-1983, 18mo)

Graduate School, **Teaching Assistant**, Civil Engineering, Dept.

Assistant to: Surveying, Survey Lab, Hydraulics, Sanitary,

Sanitary Lab, Steel Design and Reinforced Concrete Courses.

Massachusetts Institute of Technology, Lincoln Laboratory

Group 74, Hanscomb Field, Lexington, MA (1976-1979, 36mo)

Photovoltaic Field Tests and Application Program, **Technical**

**Assistant, Grade 5.** Inspection and Testing of Field Use on Solar

Photovoltaic Modules, collection & reduction of Data.


**Other:** Board of Health, Lancaster, MA ( 2017 to 2023 )

Conservation Commission, Lancaster ( early 1970's )

MA-Notary-Public ( 1982 to present )

ServSafe Certified ( *expired*, re-cert in Oct-2023 )

B.S.A., Eagle Scout

  
2023.10.24



John A. Farnsworth, M.S.C.E.  
Professional Land Surveyor – Registered Sanitarian  
35 Pine Hill Road, Lancaster, MA 01523  
603-566-4317 (cell)

John Farnsworth is the Proprietor of Farnsworth Engineering Associates, based in Lancaster, Massachusetts. 41-years of Civil Site Design & Land Surveying in a small practice has been the cradle to grave acquisition and completion of a variety of continually changing jobs.

In addition to reviewing submissions, I've devoted three decades to creating them. Success has hinged on quickly acquiring a subject site, identifying pertinent field information, with its relationship and compatibility to both record and regulation.

Fielding a variety of specialized equipment to collect as much relevant information as rapidly as possible for immediate production of documents has been a priority. Accomplished in a limited time frame, I have completed 1000's of projects in this manner.

The following is but a small portion of my qualifications.

- ♦ Public Interactions: Well over 6000 meetings and/or Public Hearings with Boards of Health, Conservation Commissions, Planning Boards, Dept of Public Works, Boards of Appeals, Boards of Selectmen, State & Federal Agencies across Massachusetts in acquiring permits, variances and mediation for Clients in every conceivable situation from the creation of cemeteries to the disposal of effluent from Hair Salons.
- ♦ Investigations: Sixteen accident re-constructions. Two requiring scale models. A traumatic head injury case that netted the largest soft-tissue injury award in the history of the Commonwealth (circa '89). Two projects using 3-D data employed in producing animations.
- ♦ Supervisor: Managed 10 employees in a Civil-Survey private practice. Supervisor, Inventory Control Section, New England Grocers Supply, a Teamsters facility.
- ♦ Laboratory Procedures: Group 74, Lincoln Laboratory, Grade-5 TA. Graduate School (WPI) TA to Water & Wastewater Laboratories. Participated in circa 1980 EPA Grant No. CR-810241-01-0 during Graduate School at WPI.
- ♦ Project Examples: Post Office Square, Boston, MA. A 70-Lot Subdivision In Southborough/ Westborough, MA. I designed and permitted the entire Southborough project in one-year.
- ♦ Lay of the Land: John Farnsworth is familiar with the breadth & depth of Massachusetts. Residence in Cambridge, Worcester, Nantucket, Clinton & Lancaster has complemented a job pattern extending from Oxford to Rockport and Colrain to Post Office Square, Boston. In Graduate School at WPI, I took a water sample from every other hydrant in the City of Worcester.
- ♦ Field Equipment at the ready: Spectra Precision & Leica GPS Units, Carlson Data Collector, Topcon, 2-Sokkia and 2-Kern Total Stations, 3-DKM-2 1-Second Theodolites, 3-20-Second Kern Theodolites, Kern Optical-Plummet, 6-Kern and 6-Ni2 Levels and a Dozen Vernier Transits, all with Tripods and applicable field gear. Note-Well: Kern Total Station with 14,000 linear foot range was used to determine the definitive length of the Worcester Airport Runway.



## **BOARDS, COMMITTEES & DEPARTMENT REPORTS**

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Lancaster currently utilizes a **Town Code** which is a compilation of several MA General Laws, Ordinances and Bylaws that are bound together in a large text, by chapter and subject matter, and added to/amended as needed by an *ECode* service through the State. The Codes are used and consulted when determining Lancaster operations and within what legal parameters or guidelines the Town may, or should, operate. The *ECode* Book is maintained and amended by an outside firm and is updated as bylaws and MGL's change.

Some communities choose to have a **Municipal Charter** as the governing document which establishes the municipality's form of government, elected and administrative officials, and municipal elections and Town boundaries. Charters outline how the government is organized and handles public services. It also outlines the means and models by which the Town handles its financial matters, such as the power to tax and to incur debt or bond. A Charter contains information regarding Town boards, commissions, and committees. While a Charter 'sets the stage' for how Towns operate, specific details and parameters are subsequently outlined by Town policies, bylaws and resolutions which are not part of the charter but are incorporated into the operational and management guides for the Town. These may be amended at Town Meeting or by the Town Regulatory authorities similar to the Codes.

**Given the background above, although limited, do you believe Lancaster is best served through its current Town Code or should the Town seek to draft and enact a formal Town Charter?**

Lancaster should remain governed by its CURRENT CODE

Lancaster should seek a NEW TOWN CHARTER

I DO NOT KNOW which I would prefer or recommend.

I HAVE NO PREFERENCE between a Town Code or Charter.

# LANCASTER GOVERNMENT STUDY COMMITTEE TOWN-WIDE GOVERNANCE SURVEY

Responses collected through Oct.16



*Government Study Committee Members*

1. How many years have you lived in Lancaster? \_\_\_\_\_

2. What is your current age?

Under 18	18-29	30-39	40-49
50-59	60-69	70-79	80-89
90 or older			

3. Are you the parent or guardian of a school-age child(ren) living in Lancaster?

YES NO

4. As a parent/guardian of a Lancaster student, which school category best describes your child(ren)'s enrollment?

Public School Private School Charter School  
Vocational-Technical School Home School  
School Choice (public school outside of Lancaster)  
Other (please specify): \_\_\_\_\_

5. Do you currently serve, or have you ever served, on an appointed or elected Lancaster Board, Committee or Commission?

YES NO

6. If YES, select all Boards/Committees which you have served with.

Affordable Housing	Board of Appeals
Board of Health	Board of Public Works
Conservation Comm.	Council on Aging
CPA	Disability Comm.
Finance Comm.	Historical Comm.
School Comm	Open Space
Recreation Comm.	Planning Board
Select Board	Other (please specify): _____

7. Lancaster has an Open Town Meeting form of government. By statute, this requires that participants be present in person in order to cast their votes relative to Town business. Do you believe such limitations are appropriate for Lancaster?

YES NO NO OPINION

8. Do you regularly attend Town Meeting(s)?

YES. Annual Town Meeting (Typically held the 1st week in May.)

YES. Special Town Meeting(s) (Held at various times throughout the year as needed or circumstances require.)

YES, BOTH

NO, I do not regularly attend Town Meetings.

9. Do you regularly vote in the Town's Annual Election, typically held in May each year, where residents cast their votes to elect residents to certain Town Board and Committees?

YES NO

10. The Select Board (SB) is currently made up of three (3) members. Communities with a SB/Town Meeting Form of Government have the ability to elect a three (3) member, five (5) member or seven (7) member Board. What do you believe to be the most advantageous number of SB members for Lancaster?

Three (3) members

Five (5) members

Seven (7) members

I do not have enough info. to make a recommendation.

I do not have a preference on the number of members.



**11. Lancaster's Board of Health (BOH) members are elected. Do you believe this is in the best interest of Lancaster or should BOH members be appointed by the Select Board?**

The BOH should remain as ELECTED Officials.

The BOH should be APPOINTED by the Select Board.

I do not have a preference.

**12. Lancaster's Finance Committee members are elected. Do you believe this is in the best interest of Lancaster or should Finance Committee members be appointed by the Moderator, Select Board (SB) or another appointing authority?**

The Finance Committee should remain as ELECTED Officials.

The Finance Committee should be APPOINTED by the SB.

The Finance Committee should be APPOINTED by the Moderator.

I have no preference or opinion on this matter.

**13. Lancaster's Library Trustees are elected. Do you believe this is in the best interest of Lancaster or should Trustees be appointed by the Select Board?**

The Library Trustees should remain as ELECTED Officials.

The Library Trustees should be APPOINTED by the SB.

I do have a preference.

**14. Lancaster's Planning Board members are elected. Do you believe this is in the best interest of Lancaster or should Planning Board members be appointed by the Select Board?**

The Planning Board should remain as ELECTED Officials.

The Planning Board should be APPOINTED by the SB.

I have no preference.

**15. Lancaster's Public Works Committee members are elected. Do you believe this is in the best interest of Lancaster or should Public Works Committee members be appointed by the Select Board?**

Public Works Committee should remain ELECTED OFFICIALS.

Public Works Committee should be APPOINTED by the SB.

I do not have a preference.

**16. Lancaster's Conservation Commission members are appointed. Do you believe this is in the best interest of Lancaster or should Conservation members be elected by the Town Residents?**

The Conservation Commission should remain as APPOINTED Officials by the Select Board.

The Conservation Commission should be ELECTED.

I do not have a preference.

**17. Lancaster's Zoning Board of Appeals (ZBA) members are appointed. Do you believe this is in the best interest of Lancaster or should ZBA members be elected by the Town Residents?**

ZBA should remain as APPOINTED by the Select Board.

ZBA should be ELECTED Officials.

I do not have a preference.

**18. Do you believe it to be in the best interest of Lancaster to require that all Board, Committee and Commission members be current residents of Lancaster?**

YES                      NO                      I have no preference/opinion.

**19. How do you generally receive information about the Town Lancaster and its Government Operations?**

The Town's Website                      Town's *Official* social media

Local Newspaper                      Sterling-Lancaster TV

Other Citizen-lead Facebook/Online Groups

In-Person Conversations with Town Staff

Direct Contact with Town Staff (via Email/Telephone)

During Town Events or Meetings That I Attend.

ALL of the Above.

Other (*please Specify*):

None of the above

**Do you have any topic suggestions which you believe the Government Study Committee should discuss or investigate?**

## PUBLIC COMMENTS

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## **TOWN ADMINISTRATOR REPORT**

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***Town of Lancaster***  
***Office of the Town Administrator***  
701 Main Street, Suite 1  
Lancaster, MA 01523

KATE HODGES, Town Administrator

[khodges@lancasterma.gov](mailto:khodges@lancasterma.gov)

## **MEMO**

To: Select Board & Finance Committee  
From: Kate Hodges, Town Administrator  
Cc: Cheryl Gariepy, Finance Director  
Date: September 25, 2023  
RE: FY24 Grant Awards

### **BACKGROUND**

Last Fiscal Year, my office dedicated a great deal of time to understanding and exploring Lancaster's Municipal Funding strategies and appropriations. It is well known that Lancaster has an extremely high volume of properties which are exempt from paying taxes. This is a major factor in budgeting and setting a tax rate since the residential tax base is principally responsible for funding all Town Government and educational needs. The desire to expand Lancaster's commercial tax base was the center of focus for much of the past few years, and while plans to expand the commercial tax base in Town are currently underway, I believe it is incumbent upon all Town staff to seek other sources of revenues for projects and initiatives thus reducing the burden on Lancaster residents. This has been a goal for the Staff and I over these past fifteen months and I am happy to say that this last year of grant funding has been some of the strongest Lancaster has seen in many years. As a major focus of the administrative office this last Fiscal Year, Lancaster applied for thirteen (13) grants and received funding from twelve (12) for a total allocation of \$313,698.

### **PREVIOUS AWARDS**

Four (4) of the Town's submissions were considered 'rolling' grants, meaning monies were awarded on an application-received basis. One (1) additional grant was awarded after the deadline as explained below. For these grants, when the Town received notices of award, the details were provided to the Board in meeting packets or as part of the Town Administrator reports.

These previous funded grants for FY23 & FY24 included:

- **\$7,500** – Mental Health & Wellness Grant – **FUNDED, February 2023**  
Community Center outdoor garden space, installation of water line to community garden.
- **\$12,000** – Recreational Pathways Grant – **FUNDED, February 2023**  
Used to purchase materials for construction of ADA path from Community Center to Community Garden, lower parking area and Pergola Patio Area.
- **\$67,000** – MA Department of Environmental Protection – **NOT FUNDED, March 2023**  
Funding for a  $\frac{3}{4}$  time Municipal Assistance Coordinator to oversee and manage an updated Town-wide Recycling Program maximizing the use of the Town's recycling center.
- **\$32,000** – OneStop for Growth – **FUNDED, April 2023**



Planning and visioning sessions and due-diligence relative to the Sale Partnership Agreement for the DCAMM property, partnered with MassDevelopment for a Phase I Environmental Analysis and a building and grounds survey for master planning preparation.

- **\$26,340 – Dept. of Elder Affairs – FUNDED, November 2022** (*Backdated for July '22 award*)  
These funds were granted in October of 2022 as the State allowed the Town to pass in its annual grant application (the “Formula Grant”) past the 2022 deadline. This grant is generally applied for in May of each year for an award in September the following fiscal year. The grant was not applied for in May of 2022 so when new Health and Human Services Director Kelly Dolan began, she phoned the Executive’s Office of EOEA and asked for an extension which was granted. The money, approximately \$12 per senior according to the most recent census data which for FY23 was 2,195. The funds were provided to the Treasurer’s office in November of 2022.

In total, from these five (5) funded grants, the Town **received \$77,840 in award funds**. Each of these projects are either at or near completion.

#### **FY24 FORMAL AWARDS** (*not previously reported*)

Eight additional grants were applied for last Fiscal Year for appropriation in FY24. Over the past two weeks, the Town has received notifications for **six (6) grant awards totaling \$235,858** more dollars for Lancaster projects and initiatives.

These include:

- **\$46,600 - Department of Housing and Development** (*Housing Production Plan Update*)  
This project seeks funding to update Lancaster Housing Production Plan to ensure it highlights the work of the community and outlines our continued and future needs. Grant funds shall be used under the direction of the Town Administrator’s Office and the Affordable Housing Trust to cover the cost of hiring a consultant to assess Lancaster’s current housing inventory and to update the Town’s previous production plan including authoring any changes to ensure compliance with local, state, and federal regulations.
- **\$80,000 - Community Infrastructure Grant** (*Community Center*)  
This project will review and make improvements in the Community Center Restrooms and create an entranceway for the decommissioned shower on the first floor. These requirements must be made in order for the Community Center to be considered an emergency shelter. Additional funds, once the restrooms and shower room are complete, will be put toward an engineering design for HVAC mini splits throughout the first floor and stage area and for hardwiring a future Generator which, if continued through fruition, will be the final set in satisfying the requirements needed for the Community Center to be deemed a public shelter for emergency and weather events.
- **\$32,000 - Division of Local Services Community Planning Grant** (*DCAMM Master Vision*)  
This project will fund Phase II of the Town’s Visioning and Environmental Assessments for the DCAMM property as Lancaster and the State work through the Special Legislation contained within the Sale Partnership Agreement approved by Town Meeting in 2022 and ratified again at Annual Town Meeting in May of this year.
- **\$25,000 - Community Compact Grant; HR Best Practices** (*Class & Comp Plan Update*)  
This project will fund consultant and research work conducted by employees of the Collins Center for Public Government (Part of UMASS Boston) as they review job requirements, essential functions and physical job descriptions for nearly fifty (50) benchmark positions in Town Government. The focus will be shared between Union and Non-Union personnel as Lancaster

seeks to ensure job descriptions and minimum requirements relative to Town positions are consistent with the municipal market and provide us the best opportunity to attract and retain professional and highly skilled and educated individuals for Lancaster.

- **\$25,000 - Executive Office of Economic Development** (*Downtown Revitalization & Wayfinding*)  
This project will fund consultant services as part of the State's Downtown Initiative Program. These funds will be used to assist the Town in wayfinding and community branding with a particular focus on the 'downtown' style areas of our community. Wayfinding and Placemaking services help unify communities and provide a sense of connectivity and belonging, particularly for those who are visitors. Once this report is complete, the Town will be eligible for additional grant funding opportunities through the State's Executive Office of Development.
- **\$27,258 – Dept. of Elder Affairs**  
This grant is based on the 2020 census population data for Lancaster residents over 60 years of age. That amount equals 1,947 residents who are considered seniors and, for FY24, the per senior grant amount has increased from \$12 to \$14 per Senior.

While I realize the mere addition of these funds do not alleviate the financial constraints of the Town completely, I hope the board and residents feel some assurances in knowing that Town staff have been, and shall continue to be, committed to seeking out and applying for grants to subsidize vital programs and town initiatives. While these funding opportunities are tremendously important, they are not without cost – specifically in staff time and effort. Despite that, I continue to believe that dedicating staff time, including my own, to grant endeavors will continue to be a worthwhile endeavor. I hope the Select Board and Finance Committee members will support and champion these types of activities as they are both vital and necessary for the Town operations. As you contemplate your annual Board and Town goals and objectives inside and outside of the FY25 financial outlook, I would ask you highlight some of the work done and needed in terms of grant administration as a goal for the upcoming period.

In closing, I am proud and excited to announce to you all that for **FY24, Lancaster has been awarded additional funds equaling nearly \$314,000 (\$313,698)** to be used for projects and Town-Wide initiatives which otherwise would have been cancelled or deferred due to lack of funding.

Please let me know if you need anything more from me on this.

Thank you.

## **COLLECTOR-TREASURER**

Department: Finance  
Reports To: Finance Director  
Appointed By: Town Administrator

Salary Grade: Grade 15  
FLSA Status: Exempt  
Date: July 2023

### **GENERAL SUMMARY:**

Under the general oversight of the Finance Director, the Treasurer-Collector provides highly skilled, technical, and supervisory work in the collection of all monies paid to the Town. As Collector, the individual oversees and manages all Town receipts, bonds, borrowing authorizations and expenditures. As Treasurer, the individual supervises and administers all Town borrowing and care/custody of tax title properties.

### **ESSENTIAL JOB FUNCTIONS<sup>1</sup>:**

Plans, directs, and supervises the work of the Collector/Treasurer's Office. Oversees billing and collection of real estate, personal property, and excise taxes; water and sewer user fees; liens; and other federal/state/municipal fees and charges. Maintains records of accounts. Transmits funds to Treasury. Reconciles commitment books with Town Accountant.

Enforces laws regarding delinquent tax accounts; prepares required forms and documents for tax taking; computes interest and posts abatements; handles preparation of municipal liens for banks and attorneys. Responsible for tax titles, receipt of payments, discharge of tax titles, foreclosure sales or legal processes relative thereto.

Oversees the investment of all Town funds. Maintains constant vigilance of the Town's investments, cash position including cash flow projections; evaluates various investment or borrowing options. Consults with bankers and advisors regarding investment strategies and timing.

Maintains custody of securities of town and trust funds. Accounts for income from investments and fund portfolios. Receives deposits from all sources having to do with town business. Reconciles statements and makes deposits, transfers fund, pays bills, and invests Town funds.

Supervises the preparation and issuance of Town payroll. Processes reports and payments for employees' insurance, pension and benefit plans offered by the town including cafeteria plans. Administers group health, life, and disability and county retirement system.

Prepares monthly, quarterly, and annual statements relative to cash, investments, tax title, foreclosures, payroll, employee benefits, and debt obligations.

Assists in the preparation of annual reports, capital improvement program and annual budget; advises Town Administration on budget-related matters. Regular attendance and punctuality at the workplace is required.

### **SUPERVISORY RESPONSIBILITY:**

Supervises one full time Assistant Treasurer-Collector and certain Administrative Clerks as assigned or as situations dictate. Manages employees consistent with the Town's Personnel Bylaw and applicable Policies and Procedures and with AFSCME Local 3720 Clerical Unit's Collective Bargaining Agreement.

**EDUCATION & EXPERIENCE:**

Education at or equal to a master's degree in accounting, finance, business administration, or other related field plus at least five years of progressively responsible experience in municipal finance. Experience as a CPA and with supervisory work preferred but not required. Any equivalent combination of education and experience accepted.

Special Requirements include the incumbent's ability to be bonded and Certification as a Town Collector and Treasurer through the Massachusetts Collector/Treasurer Association. Those without current certification must possess the ability to obtain certification upon hire consistent with the requirements outlined herein: <https://masscta.com/page/certificationinformation>.

**KNOWLEDGE, SKILLS & ABILITIES:**

Complete working knowledge of the principles and practices of financial management and specific knowledge of the legal controls, methods, and procedures of municipal finance. Thorough knowledge of computer applications for accounting and financial management, GAAP and UMAS and investment markets.

Exercises independent judgment and initiative in the planning, administration, and execution of divisional services, in the interpretation and application of laws, regulations and procedures, and in the direction of personnel. Performs duties in accordance with state statutes and local bylaws.

Ability to establish and maintain effective and harmonious working relationships with Town officials and department heads/division managers, members of the community, state and federal agencies and the public. Ability to communicate effectively in written and oral form.

Ability to establish and maintain complex financial record keeping systems. Ability to prioritize multiple tasks and deal effectively with interruptions, often under considerable time pressure. Ability to prepare and administer budgets and to prepare financial reports.

**WORKING CONDITIONS & PHYSICAL DEMANDS<sup>ii</sup>:**

Work is performed under typical office conditions not subject to extreme variations of temperature, noise, or orders, etc. Regularly called upon to operate a computer, calculator, telephone, copier, facsimile machine, and other standard office equipment.

Makes frequent contact with other Town departments/boards/commissions, Town Counsel, attorneys, tax services, retirees, members of the banking community, and the public; communicates in person, by telephone and via standard reports. Contacts require considerable persuasiveness and resourcefulness to influence behaviors and outcomes.

Incumbent has access to department-level and town-wide confidential information including personal information about citizens and property whereby the application of appropriate judgment, discretion and professional office protocols is required. Errors in judgement or practice could result in significant legal costs, loss of services, and could have significant town-wide financial repercussions.

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<sup>i</sup> The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

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<sup>ii</sup> *The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. May spend a large portion of shift standing at the counter. Lifts/moves objects weighing up to 10 pounds. Files and types on a keyboard at a moderate speed. Communicates verbally and in writing. Manually operates all office equipment and machines.*

*This job description does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.*

## **DIRECTOR OF COMMUNITY DEVELOPMENT & PLANNING**

Department: Planning & Community Development  
Reports To: Town Administrator  
Appointed By: Town Administrator

Salary Grade: Grade 15  
FLSA Status: Exempt  
Date: August 2023

### **GENERAL SUMMARY:**

The purpose of this position is to perform professional and administrative duties in planning, organizing, coordinating, and administering the Town's planning, land use, and community development functions and activities; all other related work as required. The Community Development & Planning Director is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.

### **ESSENTIAL JOB FUNCTIONS:<sup>1</sup>**

Plans, organizes, and directs all Planning Department activities. In conjunction with the Board, establishes planning goals and priorities. Develops, recommends, and implements Planning Department policies and procedures.

Coordinates Planning Board and Zoning Board of Appeals meetings. Serves as professional advisor and administrative staff to both boards by coordinating meeting agendas, attending meetings to provide technical information, and responding to inquiries, requests, and complaints. Conducts studies, prepares reports and recommendations, and carries out Board decisions.

Provides technical assistance and guidance to agencies and citizens. Conducts planning studies regarding future development in Town. Reviews existing planning and zoning guidelines and by-laws and makes recommendations for revisions. Develops and maintains computerized data base for planning involving traffic engineering, census, economic data, mapping, etc. Serves as staff liaison between the Planning Board and other Town departments and agencies.

Develops the department's capital and operating budget. Ensures that department operates within budgetary constraints. Establishes and maintains appropriate records and reports. Assesses staff performance and progress relative to established goals.

Recommends new approaches, policies, and procedures to effect continual improvement of efficiency and effectiveness of Planning Department and the services provided. Performs research and prepares documentation for Board. Develops material for public presentations.

Develops and implements long-range planning goals and strategies; coordinates grant-funded programs for Town departments and Boards as requested or assigned.

Monitors and directs all community and economic development activities including business retention, industrial, commercial, and residential rehabilitation, and development. Supplies research and statistical material for use by existing industries and those considering investing in the Town.

Regular attendance and punctuality at the workplace required; performs similar or related work as required, directed or as situation dictates.

**SUPERVISORY RESPONSIBILITY:**

Supervises Departmental Staff including the Town's Conservation Agent/Assistant Director and a full-time Administrative Assistant. Manages employees consistent with the Town's Personnel Bylaw and applicable Policies and Procedures and with AFSCME Local 3720 Clerical Unit's Collective Bargaining Agreement.

**EDUCATION & EXPERIENCE:**

Education at or equal to a master's degree in urban/regional planning or other related field desirable plus at least five years of progressively responsible planning and/or community development experience at a local, regional, or state level. Any equivalent combination of education and experience will be considered.

**KNOWLEDGE, SKILLS & ABILITY:**

Thorough knowledge of the principles and practices of municipal planning and community development including familiarity of applicable state laws including Open Meeting Law, Public Records, Zoning Act, Subdivision Control Law, etc.

Experience dealing with federal, regional, and state economic development programs and good working knowledge of computer systems and common software packages.

Ability to recognize Town-wide priorities and work cooperatively to support their accomplishment. Capability in analyzing complex issues and developing relevant and realistic plans, programs, and recommendations to the Town Administrator.

Skill in reading and understanding detailed engineering plans.

Proficiency in interacting with members of the public and competency in communicating effectively in written and verbal form.

Must possess a high degree of aptitude relative to details and accuracy; ability to work effectively under time constraints to meet deadlines essential.

**WORKING CONDITIONS & PHYSICAL DEMANDS:<sup>ii</sup>**

Work is performed under typical office conditions where the noise levels are low to moderate, but subject to interruptions by customers and phone calls. Position requires attendance at/for evening meetings including Planning Board and Board of Appeals Meetings. May be called upon to attend Conservation Commission meetings as requested or in the absence of the Conversation Agent.

Makes frequent contact with the public, and other Town employees, board/commission members, attorneys, professional consultants, and state/regional agencies. Contacts are by phone, correspondence, and in person; contacts require some persuasiveness and resourcefulness to influence the behavior of others.

Has access to department-related confidential information, requiring the application of appropriate judgment, discretion, and professional protocols. Errors in judgment could result in

reduced levels of service, cause confusion and delay, adversely affect public relations, and/or result in financial and legal repercussions.

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*<sup>i</sup>The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.*

*<sup>ii</sup> The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. May spend a large portion of shift standing at the counter. Lifts/moves objects weighing up to 10 pounds. Files and types on a keyboard at a moderate speed. Communicates verbally and in writing. Manually operates all office equipment and machines.*

*This job description does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.*



## **BUDGET & PURCHASING ADMINISTRATOR**

Department: Finance  
Reports To: Finance Director  
Appointed By: Town Administrator

Salary Grade: Grade 9  
FLSA Status: Exempt  
Date: July 2023

### **GENERAL SUMMARY:**

Under the direction of the Finance Director, performs a variety of organizational and technical work related to public procurement, bidding, project finance administration; oversees the development, administration, and analysis of all Town Budgets and funds.

### **ESSENTIAL JOB FUNCTIONS:**

- ◆ Assists in the coordination and oversight of Lancaster's annual budget development process for General Fund, Enterprise, Special Revenue and Capital budgets. Prepares municipal personal service budgets and assists departments in developing expense budgets. Reviews departmental budget requests for completeness, accuracy, and compliance with procedures and guidelines; and compiles consolidated budget for Town Administrator use.
- ◆ Prepares budget documents, supporting materials and presentations for internal meetings, financial outlook reports and use by the Town Administrator at Finance Committee and Select Board hearings; provides staff support to Town Finance divisions.
- ◆ Drafts and advertises for public acquisitions, purchases, requests for proposals and bids consistent with M.G.L. Ch.'s 7C, 30B, 39M, and 149. Maintains records of all procurement processes and contracts. Updates Town Website, CommBuys, Central Register and other required systems relative to legal notifications consistent with MA Law and best practices.
- ◆ Maintains and updates the Vadar software used for budget development including templates, forms, workflows, user access and permissions.
- ◆ Regularly monitors annual budgets throughout the fiscal year once they have been approved and adopted by the Town. Assists the Town Accountant with Budget loads and adjustments in the Vadar General Ledger.
- ◆ Analyzes financial and budget related matters and conducts research as necessary or assigned. Compiles data from statistical studies and budget analysis, maintains database of budget history, and develops multi-year forecasts of revenues and expenditures in order to assist in budget preparation and analysis. Provides analytical support for the development and review of programs and policies affecting the budget.
- ◆ Prepares quarterly and year-end budget reports for Town Management use; depicts rates of spending versus budget and identifies potential budget problems as needed or requested. Provides and reviews budget numbers in advance of Town Meeting and may assist with budget-related questions during Town Meeting.
- ◆ Reviews and keeps current on new or revised laws and regulations related to procurement, finance, accounting and reporting which may affect the Town. Responds to finance and budget related inquiries and requests from staff, management, and the public.
- ◆ Performs special projects and other related duties as required, directed, or as the situation dictates. Regular attendance at the workplace is required. Attendance at public meetings outside of normal business hours is occasionally required.

### **SUPERVISORY RESPONSIBILITY:**

NONE

**EDUCATION & EXPERIENCE:**

- ◆ Educational experience at or equal to a bachelor's degree with at least two years of responsible, relevant experience in an accounting, finance, or business-related discipline.
- ◆ Candidate must have or possess the ability to obtain within the first twelve months of hire, a valid Massachusetts Certified Public Purchasing Official (MCPPO) License issued through the Inspector General's Office.
- ◆ Any equivalent combination of education and experience accepted.

**KNOWLEDGE, SKILLS & ABILITIES:**

- ◆ Familiarity with the principles and practices of public administration, financial accounting and reporting, pertinent Federal, State, and local laws, codes and regulations and principles and procedures of confidential and/or legally required record keeping.
- ◆ Ability to operate a computer and various software packages necessary for assigned duties.
- ◆ Proficiency in compiling, manipulating, and analyzing large amounts of financial data with accuracy and attention to detail.
- ◆ Capability in understanding and developing processes and structures related to financial management, procurement, budgeting, and financial project oversight.
- ◆ Competence in communicating clearly and concisely, both orally and in writing, and in maintaining effective relationships.

**WORKING CONDITIONS & PHYSICAL DEMANDS<sup>ii</sup>:**

Work is performed in a normal office environment, not subject to extreme variations of temperature, noise, odors, etc. Operates computer, printer, photocopier, scanner, and other office equipment. Work requires extended periods of sitting, reaching, typing, and mousing, which requires eye-hand coordination and finger dexterity.

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<sup>i</sup> The statements herein are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. External and internal applicants, as well as position incumbents who become disabled as defined under the Americans with Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case-by-case basis.

<sup>ii</sup> This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change. CORI Screening and Background Check Required.

## **Management Analyst**

Department: Finance/Treasurer-Collector  
Reports To: Treasurer-Collector  
Appointed By: Town Administrator

Salary Grade: Grade 11  
FLSA Status: Exempt  
Date: Sept 2023

### **GENERAL SUMMARY:**

Under the direction of the Collector-Treasurer, the position will be responsible for the integration and billing of all Enterprise and Special Revenue Accounts including those of the Lancaster Water and Sewer Divisions. The Management Analyst will serve as the Assistant Collector and, as such, shall be responsible for supporting the functions of the Town collector including acceptance and accounting for all town funds. As a professional in the field, the incumbent shall also be tasked with overseeing certain financial projects, reports and developing solutions for enterprise billing and collection efforts. The Analyst is responsible for improving upon the efficiency and effectiveness of their area of expertise.

### **ESSENTIAL JOB FUNCTIONS:**

*External and internal applicants, as well as position incumbents who become disabled as defined under the Americans with Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case-by-case basis.*

- ◆ Experience Using Vadar, including integration to and from legacy systems relative to collections, billings, and meter reading to generate bills.
- ◆ Demonstrated skill with business and technical requirements analysis, business process modeling/mapping, methodology development, and data management. Quarterly billing of real estate, water, and sewer. Develop and prepare financial and statistical reports and evaluate utility rates.
- ◆ Experience in the operation of software, and standards, as well as data retrieval methodologies applications. Collection of payments for ***all*** taxes, water, and sewer usage in person, by mail, and electronically then posting to financial software.
- ◆ Extensive practical knowledge in import/export data for use in report software, spreadsheets, graphs, and flowcharts. Prepare weekly turnovers of receipts to Treasurer and Accounting office.
- ◆ Strong verbal and written communication skills, including an ability to communicate with both commercial and resident audiences.
- ◆ Ability to lead and elicit technical specification working sessions with functional and vendor teams, gathering information, and building understanding about current and future system needs.
- ◆ Ability to effectively prioritize and execute tasks while consistently and reliably meeting deadlines. Monthly reconciliations of collector, treasurer, and accounting offices.
- ◆ Attends Massachusetts Collectors-Treasurers Association (MCTA) meetings to keep up to date on any important changes to municipal finance regulations and satisfy annual Certified (CPE) requirements necessary to acquire certifications.
- ◆ Organizes key projects and initiatives; creates and maintains comprehensive project documentation to memorialize progress.

### **SUPERVISORY RESPONSIBILITY:**

May provide functional oversight to vendors, work teams or focus groups relative to certain projects and initiatives.

**EDUCATION & EXPERIENCE:**

- ◆ Bachelor's degree in accounting, finance, business, or public administration plus at least two (2) years of experience working with accounts payable, billing or utility systems. Any equivalent combination of education & experience that provides the knowledge, skills, and abilities to perform the required duties of the position in lieu of the above-mentioned requirements will be considered.
- ◆ Experience in municipal government and municipal system billing, configuration, and accounts payable preferred.

**KNOWLEDGE, SKILLS & ABILITIES:**

- ◆ Desire for continuous process improvement and optimization of technology. Familiarity in data collection, analysis, and the ability to deliver concise and accurate reports. Must possess a flexibility and willingness to explore unique and innovative options when faced with barriers.
- ◆ Effectively able to plan, coordinate and manage multiple projects at one time. Highly self-motivated and able to work independently, combined with good judgment regarding when to check in with a supervisor.
- ◆ Excellent organizational, time management and problem-solving skills. Ability to work with a high level of detail; ability to prioritize multiple tasks and deal effectively with interruptions. Ability to identify and analyze complex issues and to develop appropriate recommendations.
- ◆ Excellent communication skills, particularly in writing. Ability to document, write procedures, and present information in a meaningful and impactful way. Ability to maintain confidentiality and use discretion on how information is shared. Ability to present and inform others about programs, initiatives, and development opportunities.
- ◆ Proficiency with a wide variety of software applications including Windows, Microsoft Office, Vadar and other online application insurance and grant administration systems.

**WORKING CONDITIONS & PHYSICAL DEMANDS:**

Normal office environment, not subject to extreme variations of temperature, noise, odors, etc. Majority of work is performed in a moderately noisy work environment, with constant interruptions. Frequently subjected to the demands of other individuals and the volume and /or rapidity with which tasks must be accomplished.

Operates computer, printer, video display terminal, keyboard, calculator, telephone, copier, facsimile machine, and all other standard office equipment requiring eye-hand coordination and finger dexterity. Balancing, crouching, grasping, pulling, reaching, and stooping may also be required.

*The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

*This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.*

**THE TOWN OF LANCASTER  
&  
LANCASTER SEWER COMMISSION**

**MEMOARANDUM OF AGREEMENT FOR PERSONNEL SERVICES**

**September 2023**

**WHEREAS**, The Town of Lancaster (the "Town") acting by and through its Select Board, with a principal address of 701 Main Street, Suite 1, Lancaster, MA and the Lancaster Sewer District, acting by and through its Sewer Commissioners (the "Commission"), with a principal address of 2086 Main Street Lancaster, MA agree that engaging and employing the services of qualified and professional people is of great benefit to Town operations and for those who wish to use Town services or amenities offered to them by and through the Town; and

**WHEREAS**, the Town employs capable and professional managers to oversee Town finances, billing, transaction details, accounts payable and bill audits for municipal services; and

**WHEREAS**, the District currently pays for certain services provided by Town staff within the Finance Department, calculated based on collection rates, and, moreover, the District is charged with managing Sewer-related billing and accounting matters as an established District since 1967; and

**WHEREAS**, the Commission relies on the Town's Water Division to aggregate and disseminate water usage to Commission staff monthly so they may generate bills for District Customers; and

**WHEREAS**, the Town folded the Town Water Division accounting services into the Treasury/Finance operation in 2006, and seeks to absorb those duties and responsibilities from the Sewer District into that of the Treasurer-Collector's Office, and

**WHEREAS**, the Commission currently pays at least one employee an annual sum of approximately \$47,000 to perform the collection and billing needs; and

**WHEREAS**, the Town is willing to partner with the Commission to absorb responsibilities for a sum less than what the District is currently paying; and

**WHEREAS**, the incorporation of these duties would result in a savings to the District which may be used for improvements or expansion efforts for District infrastructure; and

**WHEREAS**, the Town seeks to create a more centralized means of collecting and accounting for payments to/from Town accounts, both General and Enterprise consistent with the State's Department of Labor Financial Management Audit recommendations from 1999 and recently updates in September 2023; and

**WHEREAS**, the parties agree that the ability for Town Water and Sewer services to be aggregated and accounted for under one auspice will not only increase efficiency and effectiveness of the Divisions, but will ensure greater customer service and availability of staff to answer questions, or accept payments, during the workweek and other regular hours for Town business and staff;

**NOW, THEREFORE**, the parties agree to the following:

1. The Sewer District Commissioners shall pay the Town \$25,000 annually, paid on or around July 1<sup>st</sup> of each year with the execution of this Fiscal Year which shall be paid upon acceptance and ratification of this MOU by the parties, for administrative services and accounts payable necessities as needed for the District's billing.
2. The Town's Deputy Collector/Management Analyst (DC-MA) shall absorb duties related to sewer billing into their daily jobs including tasks associated with meter reading, generating bills, calculating rebates or refunds, developing and positing accounts payable systems, generating payment logs for Commission use and apprising the Treasurer-Collector of those accounts which are in arrears and require Town Staff notifications, takings or leans assigned.
3. The DC-MA shall be an employee of the Town of Lancaster covered by the Town's Personnel Bylaw and subject to the protections and provisions therein.
4. The Commission may request, from time to time, additional services which may be needed for the District's operation outside of those outlined in #2 herein; however, these requests are to be made, in writing, to the Town's Finance Director who serves as Department Head.
5. The District shall continue to pay the Town for all other services which have been part of the agreement and partnership between the District and the Town since 2006 including matters involving Leins, Tax Taking and other Financial oversight.
6. This agreement may be terminated by either party with at least six (6) months' notice to the other, delivered by certified US mail with return receipt requested, and unless otherwise agreed to in writing per clause #5 herein, this MOU shall automatically renew each Fiscal Year.
7. The Town shall integrate a fully executed version of this Agreement into the Town Budget and Treasury Reports within two weeks (14 days) of signing unless agreed to by the parties, relative to an alternative timeline.

**SIGNED** by the authorized representatives of the Town of Lancaster and the Lancaster Sewer District Commission below this \_\_\_\_ day of **September 2023.**

**for the Town of Lancaster**

By: \_\_\_\_\_

Steve Kerrigan, Select Board Chair

By: \_\_\_\_\_

Kate Hodges, Town Administrator

Dated: \_\_\_\_\_

**for the Lancaster Sewer District**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Dated: \_\_\_\_\_

# TOWN OF LANCASTER

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FINANCIAL MANAGEMENT REVIEW UPDATE

SEPTEMBER 2023



# DLS

DIVISION OF LOCAL SERVICES  
MA DEPARTMENT OF REVENUE

**PREPARED BY:**

**DLS | Financial Management Resource Bureau**

100 Cambridge Street, Boston, MA 02114

[www.mass.gov/dls](http://www.mass.gov/dls)

Theo Kalivas, Project Manager

Kasey Bik, Project Manager





# DLS

DIVISION OF LOCAL SERVICES  
MA DEPARTMENT OF REVENUE

Geoffrey E. Snyder  
Commissioner of Revenue

Sean R. Cronin  
Senior Deputy Commissioner

September 18, 2023

Select Board  
Prescott Building  
701 Main Street  
Lancaster, MA 01523

Dear Board Members:

I am pleased to present the enclosed Financial Management Review Update for the Town of Lancaster. It is my hope that our guidance provides direction and serves as a resource for local officials as we work together to build better government for our citizens.

If you have any questions regarding the report, please contact Zack Blake, Financial Management Resource Bureau Chief, at (617) 626-2358 or [blakez@dor.state.ma.us](mailto:blakez@dor.state.ma.us).

Sincerely,

A handwritten signature in black ink, appearing to read "Sean Cronin".

Sean R. Cronin  
Senior Deputy Commissioner



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## INTRODUCTION

At the request of the select board, the Division of Local Services (DLS) Financial Management Resource Bureau (FMRB) assessed Lancaster's implementation of recommendations from our 1999 Financial Management Review and provided new recommendations based on current observations. As part of this update, we conducted interviews with the chairs of the select board and finance committee, town administrator, finance director/accountant, treasurer/collector, and assessor. We reviewed town financial data and other financial records. Throughout this project, we also consulted with the Division of Local Services' Bureau of Accounts (BOA) and Bureau of Local Assessment (BLA).

Lancaster is a small, Worcester County community of 8,455 residents. Lancaster has historically been a rural community with significant agricultural interests, supported most recently by town meeting passing a bylaw designating it a right to farm community in 2009. The town's nature has made it attractive to a number of tax-exempt organizations, such as a small private college and several religious organizations. Furthermore, the state and federal government own a significant portion of the total land in Lancaster, which leaves approximately half of Lancaster's land tax-exempt and not producing revenue for the town. Lancaster is also a member of the Nashoba Regional School District and the Minuteman High School.

In 1999, DLS was invited by the select board to perform a Financial Management Review. The report's main findings centered around a few broad financial and organizational issues. At that time Lancaster had a history of insufficient planning for financial reserves, leading to negative free cash certifications in prior years. There were also significant capital projects on the horizon, highlighting the need for a robust capital planning and budget process. The town's general organizational structure was described as decentralized, with siloed departments operating without active collaboration or strategic planning. In addition, the town accountant was a part-time position not available during regular business hours, further handicapping Lancaster's day-to-day financial analysis and planning capability. The town's horizontal structure and loosely defined lines of accountability left it underequipped to deal with its financial challenges.

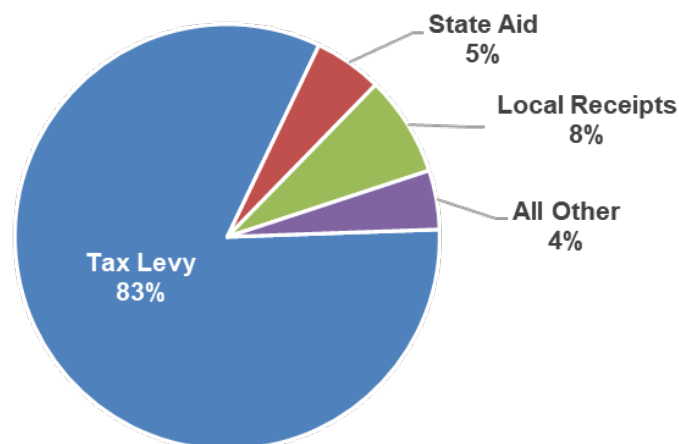
In 2023, Lancaster is on better footing than it was two decades ago, although some issues remain. With regard to reserves, the town has reversed its previous position and has maintained healthy amounts of free cash and stabilization fund balances since FY2013, and has been maintaining a capital stabilization fund since FY2017. While the town's official organizational structure is not radically different, a special act in 2002 established a full-time finance director/town accountant position, strengthening and partially centralizing financial operations. The select board and new town

administrator have sought to create a formal operating and capital budget process by consolidating budget preparation through the town administrator's office. However, this has caused tension with the finance committee, which has historically handled significant portions of the budget process, despite bylaws outlining an advisory role for the committee. While we continue to recommend centralizing budget planning through a professional administrator or manager, Lancaster's legacy of horizontal structure and uncodified processes has hindered meaningful changes. Recognizing these hurdles, the town has established a charter review committee tasked with evaluating charters with a formal budget process, including the roles and responsibilities of the select board, administrator, finance committee and other stakeholders.

## Financial Overview

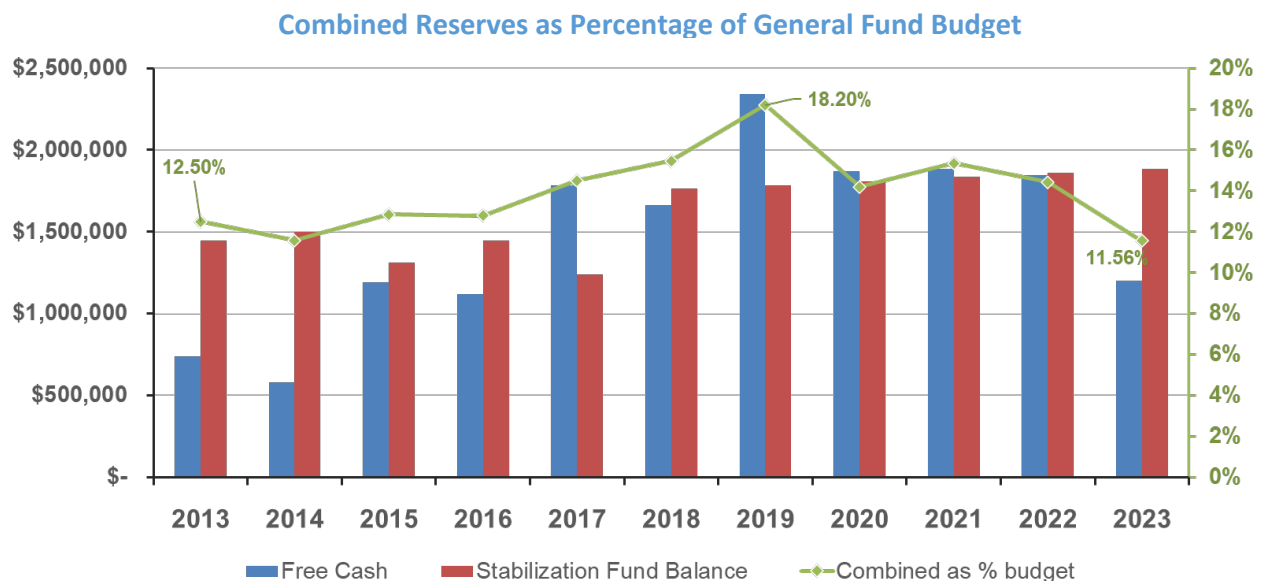
Lancaster's FY2023 general fund budget was \$26.7M, not including a \$2.1M water enterprise fund and a \$145K renewable energy (solar) enterprise fund. The town has also adopted the Community Preservation Act (approved by the voters in 2022), with an estimated \$162K in revenues for FY2023. Lancaster's general fund revenue sources are comprised primarily of the property tax levy at 83%, local receipts at 8%, state aid at 5%, and other miscellaneous receipts at 4%.

**FY2023 Revenue Allocation**



In FY2023 Lancaster had \$1.2M in certified free cash and \$1.9M in its general stabilization fund, for a combined \$3.1M in reserves, equivalent to 11.6% of its FY2023 general fund budget. Lancaster has maintained a strong reserves position for the past decade, with combined free cash and stabilization fund amounts never dipping below 11.56% of revenue. This is a significant improvement, with the 1999 FMR noting that Lancaster had a negative average free cash amount from FY1990 – FY1999. However, while the town's reserve position is strong, free cash certifications have been in decline from a high point of 10.3% of budget in FY2019, down to 4.5% in FY2023. The town has often

appropriated free cash to fund non-recurring items in the operating budget, a practice we recommend against. However, the FY2023 budget included the use of free cash only for non-recurring capital items, a practice we encourage the town to continue in future fiscal years. The town's stabilization fund balance has fluctuated less, remaining between 7-8% of the general fund budget in the same time period. Lancaster has also maintained a capital stabilization fund since FY2017 with an FY2023 balance of \$279,377.



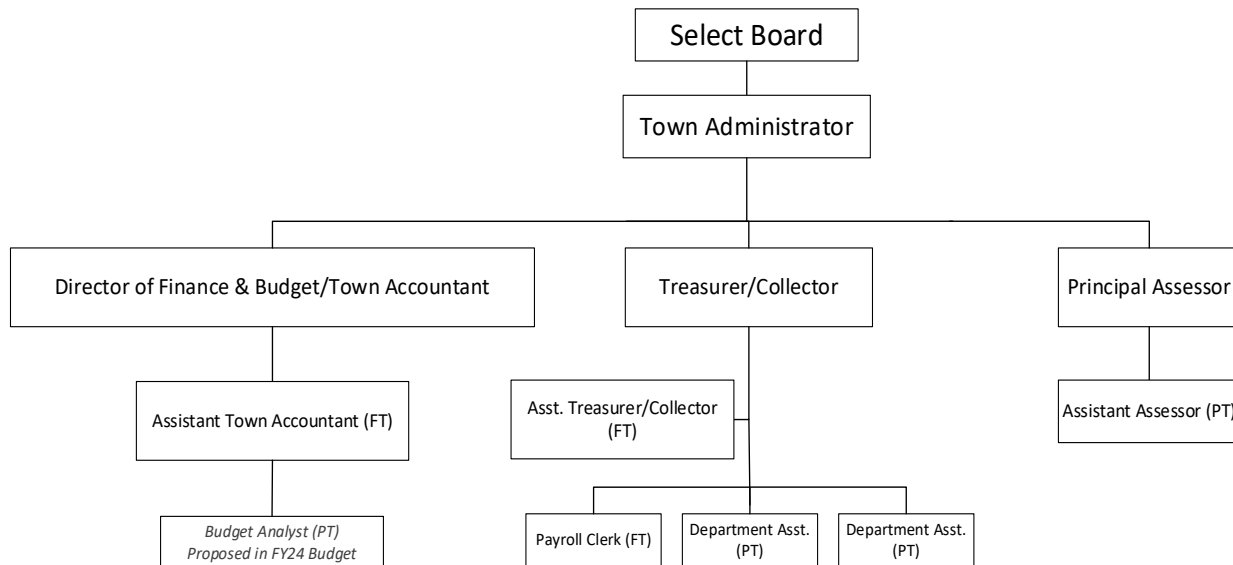
Fiscal Year	General Fund Budget	Free Cash	Free Cash as % of Budget	Stabilization Fund Balance	Stabilization Fund as % of Budget	Combined Reserves	Combined as % budget
2013	\$17,487,523	\$739,486	4.23%	\$1,447,148	8.28%	\$2,186,634	12.50%
2014	\$17,954,054	\$578,798	3.22%	\$1,499,761	8.35%	\$2,078,559	11.58%
2015	\$19,438,882	\$1,189,146	6.12%	\$1,308,979	6.73%	\$2,498,125	12.85%
2016	\$20,068,290	\$1,120,283	5.58%	\$1,447,939	7.22%	\$2,568,222	12.80%
2017	\$20,823,600	\$1,780,676	8.55%	\$1,240,572	5.96%	\$3,021,248	14.51%
2018	\$22,157,838	\$1,660,870	7.50%	\$1,764,778	7.96%	\$3,425,648	15.46%
2019	\$22,649,547	\$2,339,523	10.33%	\$1,781,770	7.87%	\$4,121,293	18.20%
2020	\$25,902,617	\$1,870,524	7.22%	\$1,805,280	6.97%	\$3,675,804	14.19%
2021	\$24,251,917	\$1,886,477	7.78%	\$1,834,620	7.56%	\$3,721,097	15.34%
2022	\$25,706,416	\$1,846,533	7.18%	\$1,862,234	7.24%	\$3,708,767	14.43%
2023	\$26,686,964	\$1,199,455	4.49%	\$1,884,255	7.06%	\$3,083,710	11.56%

## Structural Overview

Lancaster operates with a three-member select board and an open town meeting form of government. A 2002 special act ("An Act Establishing a Department of Finance and Budget in the Town of Lancaster") created the position of finance director/town accountant who reports to the select board and supervises the accounting, treasurer/collector, and assessing offices. There is a five-

member, elected finance committee tasked with reviewing the budget and developing recommendations for town meeting, though the committee has served in a budget preparation role in the past. An elected Board of Public Works oversees the public works departments (highway and cemetery) and water enterprise fund, while the Lancaster Sewer District provides sewer service independent from town administration.

The roles of the select board and town administrator were laid out in a policies and procedures document adopted by the select board in July 2018 and codified under Chapter 304 Section 8 of town bylaws. These bylaws establish the select board as Lancaster’s primary policymaking body, explicitly stating that the board will refrain from engaging in day-to-day supervisory activity over town departments. This role is instead delegated to the town administrator as chief operating officer and finance director/town accountant with regard to financial management. This is in line with FMRB best practice, as a professional town administrator is in a better position to administer daily operations and implement the broad policy directives of the board, as well as representing a single point of accountability for town staff.



***FTE Count: Financial Offices***

Finance/ Budget/Accounting	Treasurer/Collector	Assessing	<b>Total</b>
2.5	4	2	<b>8.5</b>

The town’s administrative and financial management offices are relatively lean, like many small towns. A full-time executive assistant in the select board office manages clerical duties, various day-to-day tasks, and assists the board and town administrator in coordinating with other parties. The finance director also serves as the town accountant, and in that capacity supervises a full-time assistant town accountant. The FY2024 proposed budget includes funding for a part-time budget



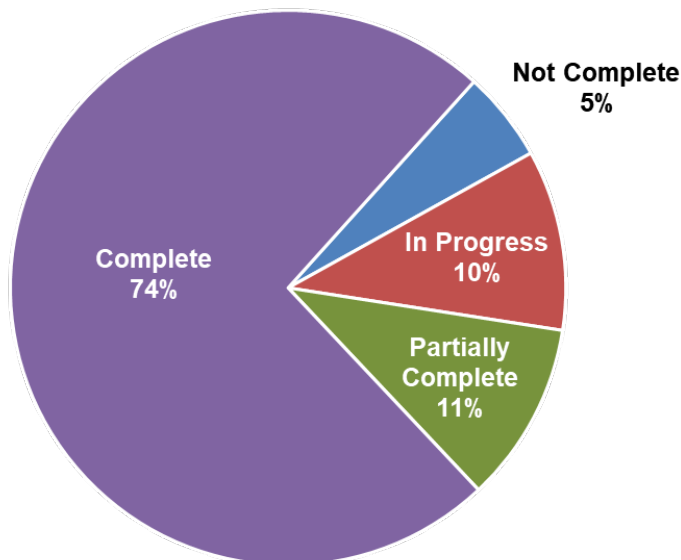
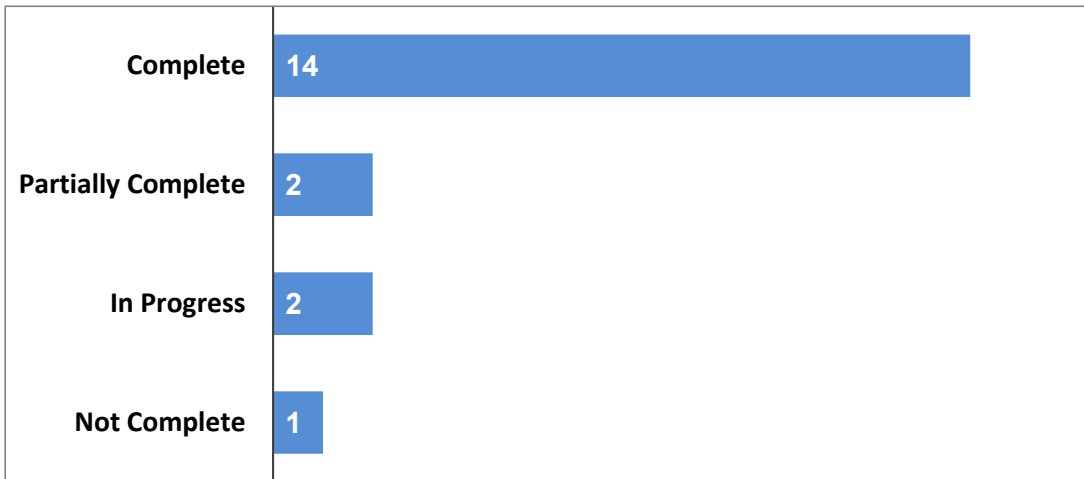
analyst to assist with budget preparation. Staffing in the treasurer/collector's office is comprised of the treasurer/collector, a full-time assistant treasurer/collector, a full-time payroll clerk, and two part-time department assistants. The assessing office consists of a full-time principal assessor and assistant assessor.

As previously mentioned, there has been tension around budget preparation responsibilities, underscoring the lack of codified roles and processes in town bylaws. Language in town bylaws and the 2002 special act identify broad authorities such as the finance director's duty to coordinate financial information and the finance committee's right to access budget materials. However, there is no codification of a detailed budget process, assignment of specific tasks and responsibilities, or milestones denoting phases of the budget process within the fiscal calendar. This absence of specificity continues to fuel conflict around budgetary control and responsibility between different town entities.

Despite the ambiguity of the bylaws, the town administrator took the initiative to start implementing a formal budget process this past budget cycle, culminating in a comprehensive budget document for FY2024. The document aligns with many DLS best practices regarding the budget process, including a budget message, breakdown of revenues and expenditures, town administrator recommendations, and departmental goals, objectives and narratives.

## RECOMMENDATION STATUS SUMMARY

We are pleased to report that of the nineteen recommendations in Lancaster's 1999 Financial Management Review the town has completed fourteen, partially completed two, and is in the process of completing two, representing action taken on 95% of the issues raised with one recommendation (5%) waiting to be addressed. With a capable town administrator supported by the select board and leading a newly energized team of financial officers, we are confident in the town's ability to address its challenges. Please see the charts below for a general summary of implementation status. The following pages include a detailed discussion of each recommendation, the town's status in its implementation, and recommendations for next steps or enhancements (if applicable). Following the discussion of prior recommendations, we offer several new recommendations intended to build on the original report.



## PRIOR RECOMMENDATIONS

#	Recommendation	Status	Comments	Suggested Enhancements/Next Steps
1	Coordinating Financial Management	Partially Complete	<p>This recommendation addressed the need for more clearly defined lines of authority and responsibility with regard to the budget process.</p> <p>The new town administrator has taken a lead role in budget preparation and has been working to formalize the process with departments. She holds staff meetings weekly and discusses budgets one-on-one with department heads to refine their budget submission and align it with town needs. This is comprised of an initial submission where she provides feedback, resulting in a revised budget submission. The final budget document includes columns for initial departmental requests and the town administrator recommendation.</p> <p>Ultimately, a budget bylaw or a town charter definitively laying out budget roles, responsibilities, and authority will ensure accountability in the budget process and town operations.</p>	<p>Ultimately the town should adopt a budget process with the following components:</p> <ul style="list-style-type: none"> <li>• Broad town-wide goals developed by the select board and administrator and translated to both general and departmental level spending targets.</li> <li>• A financial forecast (see the Forecasting policy in the FMRB policy manual) developed by the town administrator and the accountant.</li> <li>• Formal budget submissions: department heads should submit budget requests to the town administrator, who will review them against budget parameters and make changes.</li> <li>• Joint meetings of the select board and finance committee to discuss the forecast, departmental budgets, resolve budget questions, and build consensus among stakeholders prior to town meeting.</li> <li>• A parallel capital planning process that includes standardized submissions to the town administrator with specific review criteria to determine which projects become part of that year's capital budget.</li> <li>• A process for monitoring year-to-date expenditures to ensure they are in line with appropriations and revenue collections</li> </ul>

#	Recommendation	Status	Comments	Suggested Enhancements/Next Steps
2	Hold Joint Meetings with Select Board and Finance Committee	Complete	In October 2022 the select board and finance committee met jointly in the form of a “budget summit” to discuss the budget development process and build consensus around the community’s fiscal condition, spending goals, and available revenue. This was followed up with a joint meeting in December on capital planning and another summit to finalize the operating budget in February 2023.	We recommend building off the progress established this budget cycle and making joint board meeting “summits” a permanent addition to the budget process. Future summits should be integrated with the various milestones of the budget process, including the completion of the initial operating budget based on departmental submissions, revenue projections, and potential changes in the budget due to revised revenue projections later in the fiscal year.
3	Establish Financial Reserves Policy	In Progress	The town does not have a formally adopted reserves policy, but the finance director and town administrator have begun discussions on drafting one. With regard to the Finance Committee Reserve Fund, the town is developing a request form as well as a standardized procedure that we recommend be integrated into the reserves policy.	We encourage the town to adopt a formal financial reserves policy as a part of a comprehensive financial policies manual. The reserve policy should identify the town’s financial reserves (such as free cash, stabilization fund, other/specialized stabilization funds) and designate appropriate use cases for each reserve. It should also include a target balance for each fund, expressed as a percentage of the annual budget. Examples of a financial policies manual can be found on the DLS website.

#	Recommendation	Status	Comments	Suggested Enhancements/Next Steps
4	Establish Capital Planning Committee, Create Annual Capital Budget and Revenue and Expenditure Forecast	In Progress	<p>The original recommendation attempted to address the need for a clear and defined capital planning process. To accomplish this, the town administrator has created a capital asset inventory to form the basis of capital planning for the town. She has also developed a capital outlay submission form for departments to complete when requesting capital items and has integrated it into the capital planning process alongside the operating budget process. In addition, departments also complete an inventory form to send back to the town administrator, who uses it to update the asset inventory.</p> <p>The town has not established a capital planning committee. However, with the town administrator taking the lead, a capital planning committee may not be necessary to administer the process. Instead, such a committee may benefit the town as an advisory body evaluating and ranking project submissions in a report.</p> <p>The finance director has been annually updating a five-year forecast using DLS' forecast template since 2015. She sends the forecast to the town administrator, select board, and finance committee. Since FY2017 the town has maintained a capital stabilization fund, which can serve as a dedicated source of capital project funding.</p>	<p>We recommend that the town administrator, along with the select board and finance committee, continue to refine the capital planning process.</p> <p>An effective capital budgeting process should include the following components:</p> <ul style="list-style-type: none"> <li>• Clear definition of capital project with dollar and useful life threshold.</li> <li>• Capital asset inventory.</li> <li>• Formal submission process for departmental projects with standardized submission documents that parallels the operating budget process.</li> <li>• Submission review process with standardized criteria and a scoring system.</li> <li>• Five-year capital plan with a basis in town's financial forecast.</li> <li>• Clear method for capital funding.</li> </ul> <p>Regarding the forecast, we recommend integrating it more fully into the annual budget process by making it the subject of one more budget summits, both for presenting the initial forecast and an updated version.</p> <p>Additionally, the town should include prospective uses of the Community Preservation Fund (as well as the Community Preservation Committee) in the annual capital process, educating department heads with regard to allowable uses and coordinating with town's community preservation committee.</p>
5	Streamline Posting of Financial Information	Complete	<p>The treasurer/collector posts receipts to VADAR, the town's financial software, daily. Payments are batched together and posted at the end of the day. There is a terminal at the counter for payment and residents can also pay online via InvoiceCloud or a drop box at the front of the building (one for town receipts and the other for the sewer district). The town has a lockbox service with Eastern Bank, which they post to town accounts after confirming availability of funds, and a check scanner for deposits.</p>	

#	Recommendation	Status	Comments	Suggested Enhancements/Next Steps
6	Resolve Data Incongruencies with Water Collection System	Complete	<p>The original recommendation addressed a problem where the water department and the treasurer/collector were using different versions of accounting and billing software, leading to the need for the treasurer/collector to carry a diskette to the water department to update payment information in person.</p> <p>The treasurer/collector is also a town collector and collects and maintains receivable controls for all town receipts, including water. This is done at the counter, through the drop box, or online using InvoiceCloud and is ultimately accounted for in VADAR. Since VADAR is entirely cloud-based, and since the treasurer/collector collects the receipts, the opportunity for the data incongruencies noted above does not exist.</p>	
7	Be Ready for Y2K Transition	Complete	The original report was completed in 1999, so this recommendation was intended to ensure that the town entered the new millennium without disruption to its operations. Following the report, town administration took the necessary steps to ensure that municipal computer systems converted to the new year without issue.	
8	Automate Sewer Collection System	Not Complete	The sewer district operates independently from the town, with a written agreement governing their relationship. Town officials have no say in how the district conducts business.	
9	Establish Regular Office Hours for Town Accountant	Complete	The finance director/town accountant established in the 2002 special act has been a full-time member of the financial management team since 2006. Department heads report good teamwork, and the finance director meets regularly (often daily) with other financial officers to discuss any issues and stay on top of collective tasks.	
10	Monthly Revenue Reports by Town Accountant	Complete	The finance director/town accountant reports that she has been producing monthly YTD revenue/expenditure reports for at least the past decade. Reports are sent to departments and to the town administrator and include a form that departments must sign acknowledging the stated balance and report any variances or potential overruns/shortfalls.	

#	Recommendation	Status	Comments	Suggested Enhancements/Next Steps
11	Reconciliation Procedures for Town Accountant and Treasurer/Collector	Complete	The finance director/town accountant and the treasurer/collector have a standing practice of meeting at least monthly to reconcile their books. The treasurer/collector keeps monthly control books for all receipts in Excel, which she ties to the VADAR control accounts, making an annotation that they are balanced. The accountant then runs a receivable report for the month and compares it to the treasurer/collector reports and the two research any variances, which are often resolved quickly due to the level of line-item details. With regard to cash reconciliation, the treasurer/collector keeps a cashbook in Excel. She exports cash accounts from VADAR into Excel and then compares them to her cashbook and combines them into one spreadsheet. They are in process of developing a written version of this procedure.	As part of a financial policies manual, adopt a reconciliations policy that designates specific frequencies for reconciling all applicable receipts and laying out the necessary procedures, parties, and documents.
12	Water Department Should Use Town Accountant	Complete	At the time of the FMR the water department had engaged the services of a third-party accounting firm for their bookkeeping. This resulted in instances where the consultant determined a surplus where there had in fact been a deficit. Since then, the water department no longer contracts with an outside accounting firm and relies on the finance director/town accountant.	
13	Ensure Regular Inspections of All Sales Properties	Complete	Presently, the assessing department hires out data collection, sales analysis, cost tables and abatement work to RRG. However, the principal assessor will soon take on the bulk of the data collection work, opting for third-party help during revaluation years. The principal assessor currently performs building and permit inspections, sometimes bringing her assistant.	
14	Create a Sales Survey for New Owners	Complete	The assessing department has developed a detailed sales survey that the principal assessor sends to each new owner. The survey includes questions on any special terms, the type of sale, type of property, HOA/condo fees, second home status, transfer of included personal property, various interior details including heating type and rooms, and accessory structures. Residents have the option to return the survey via mail or to scan and email their reply to the assessing department.	Consider making the sales survey available on the assessors' website, either via a downloadable PDF or interactive form. This may help increase response rate by reducing the effort needed for a resident to respond.
15	Board of Assessor Should Receive Computer Training	Complete	At the time of the FMR, the board of assessors had a greater role in the day-to-day functioning of the assessing department, leading to the recommendation that they be trained in the CAMA system. However, now the department is run by a professional principal assessor and an assistant, who are both trained and able to use the present CAMA system by Tyler, iasWorld.	

#	Recommendation	Status	Comments	Suggested Enhancements/Next Steps
16	Create a Part-time Assistant Assessor Position	Complete	The current structure of the assessing department (full-time principal assessor and assistant) fulfills this recommendation.	
17	Encourage Taxpayer Use of Lockbox Service and Expand to Water/Sewer	Complete	There is a secure drop box slot available in the front of town hall for all town receipts, including water. Next to it, there is a separate slot for sewer bills. Information on how to pay (online, by mail, and via the lockbox) is also included on the treasurer/collector's website.	
18	Turn Over All Cash and Payments to Treasurer Upon Receipt	Complete	According to Lancaster's receipts policy (approved by the select board in 2019), receipts of less than \$500 must be turned over to the treasurer/collector within two business days, and receipts over \$500 must be turned over daily. The receipts policy has thirteen detailed steps on how departments must handle receipts, including a turnover process that involves separate, color-coded copies of the turnover sheet for the accountant, treasurer/collector, and department.	
19	Reconcile Monthly With Accountant and Water/Sewer Staff	Partially Complete	The treasurer collects water receipts, so this is part of the monthly reconciliation with the accountant. However, the town has no access to sewer district books and will likely need a revision of the agreement between the town and the district for regular reconciliations to take place.	



## NEW RECOMMENDATIONS

### Consider Key Structural Changes Through the Government Study Committee

Lancaster's town meeting authorized a government study committee in May 2022, citing the changing scope over government operations and the increased complexity of challenges facing local officials. The committee's stated mission is to perform a comprehensive review of Lancaster's form of government, structure, and operational methods and make recommendations for the town to better meet modern challenges. We recommend that the committee evaluate the following changes:

#### *Comprehensive Bylaw Review/Town Charter*

Either through the committee as a whole or a subcommittee, review the town's bylaws for recommendations to keep, amend, or delete (such as bylaws that are outdated, no longer applicable, or contradictory), or propose new bylaws for adoption. One point of focus should be ensuring that the bylaws outline responsibilities regarding budget preparation and clearly define the roles of the select board, town administrator, finance director, and finance committee.

In its review, the committee may recommend codifying the budget process through a town charter rather than town bylaws. An effective charter will document the town's structure, list all appointed and elected positions, boards, committees, and clearly define duties, responsibilities, and lines of accountability, while granting town officers the authority they need to fulfill their stated roles.

#### *Increase Select Board Membership to Five*

We recommend considering an increase of select board membership from three to five members. Two more members may allow discussion and deliberations to continue past where a three-member board could find itself deadlocked. Additionally, this would aid in the formation of subcommittees and liaising with other boards and committees, expanding communication with a reduced risk to open meeting law violations.

#### *Eliminate the Board of Public Works*

Having the DPW report to a separate, elected board siloes the department from town administration and decentralizes lines of communication and management. Integrating the department into town operations under the direction of the town administrator will foster stronger collaboration between

department officials and the select board and town administration. Residents will also benefit from streamlined communication and processes between DPW and other town departments.

### *Convert To an Appointed Finance Committee*

In many towns, the finance committee is appointed by the town moderator, or by another town body such as a select board. Selecting committee members by appointment can ensure enough members to consistently maintain a quorum and avoid long periods of vacancy between elections, especially in cases where local civic engagement is lower than ideal. Having members subject to appointment rather than popular vote can also support stronger financial expertise on the committee.

### **Revisit the Agreement with the Lancaster Sewer District**

We recommend the select board approach the Lancaster Sewer District to consider revising the agreement between the town and district. At present, there is little to no cooperation other than the placing of a drop box for sewer bills in town hall. The finance director reports that the district's books are not open to her and the opportunity for the town to assist in accounting, reconciliation, or provide material support through collaboration is extremely limited. Discussions of a new agreement should center on an efficient billing and payment system that is easily understood and navigated by the ratepayer.

### **Plan for Succession in Finance Departments**

We recommend that Lancaster plan for the eventual succession of its financial department heads. Under the direction of the town administrator, current department heads should review how personnel complete core tasks and how well these align with job descriptions. With this information, departments can take the following key steps:

- Develop procedure manuals with step-by-step instructions, prioritizing the most critical tasks. The town should reach out to vendors for training and support materials if use of proprietary software (such as VADAR) is key to fulfilling an employee's job duties.
- Confer with peer communities regarding departmental operating structure and their experience hiring and retaining qualified candidates.
- Research the viability of regional agreements or outsourcing for certain services, as appropriate.

## ACKNOWLEDGEMENTS

In preparing this Review, DLS spoke with the following individuals:

<b><u>Name</u></b>	<b><u>Position</u></b>
Stephen J. Kerrigan	Select Board Chair
Richard S. Trussell	Finance Committee Chair
Kate Hodges	Town Administrator
Cheryl Gariepy	Finance Director/Town Accountant
Mary Frost	Treasurer/Collector
Bobbi-Jo Williams	Principal Assessor

# New Hours Town Offices

MONDAY - THURSDAY

8:30 – 4:30

FRIDAY

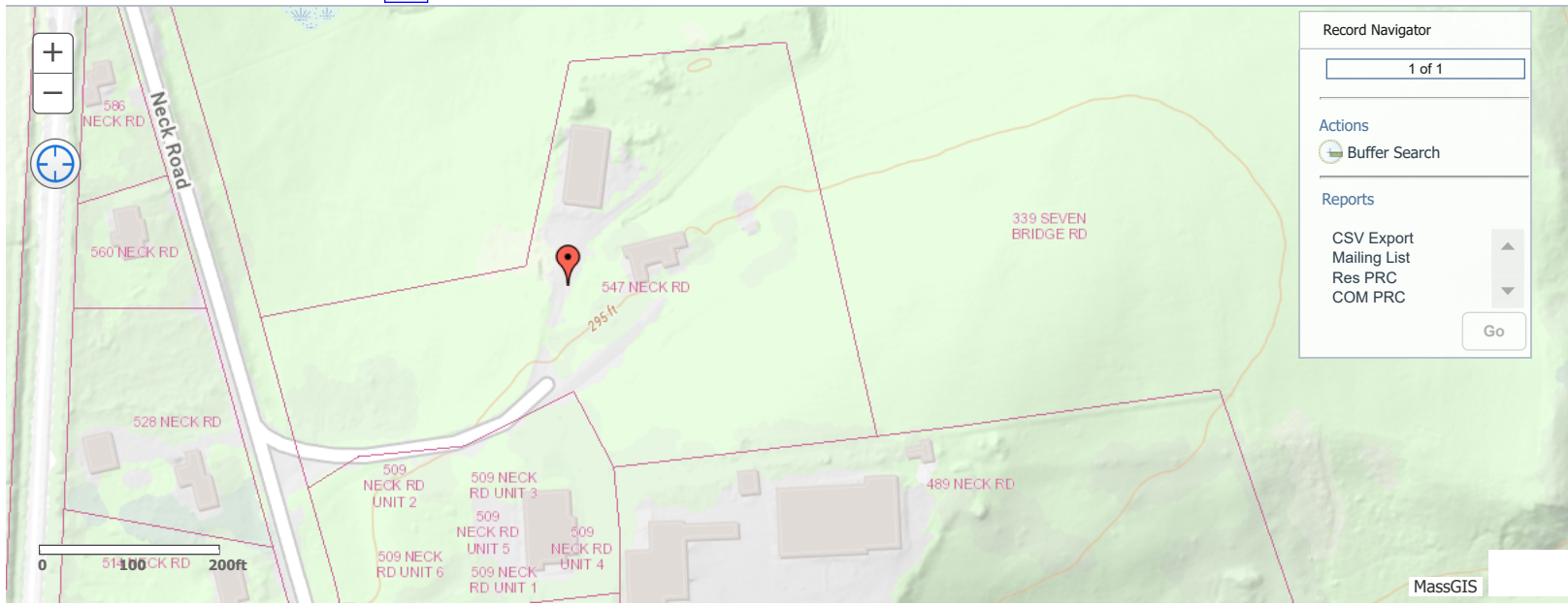
8:30 – 12:00

CLOSED WEEKENDS



## **ADMINISTRATION, BUDGET AND POLICY**

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WORCESTER DISTRICT REGISTRY  
OF DEEDS-WORCESTER, MA  
PLAN BOOK 972 PLAN 122  
Received 8-21-2023  
12 h 51 m PM  
Sheet 1 of 1  
Fee 105.00  
ATTEST: *Kathryn A. Ormoy*  
Register

NAD83

## LEGEND

These standard symbols will be found in the drawing.

- CONCRETE BOUND FOUND
- IRON PIPE FOUND

N/F  
KALON FARMS, INC.  
DEED BK. 53070 PG. 190

N/F  
KALON FARMS, INC.  
DEED BK. 53070 PG. 190

## 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 669 PLAN 5  
PLAN BOOK 752 PLAN 117

## OWNER OF RECORD:

KALON FARMS, INC  
19 PIERCE AVENUE, SUITE C #102  
FITCHBURG, MA  
DEED BOOK 53070 PAGE 190  
ASSESSORS MAP 30 LOT 128B

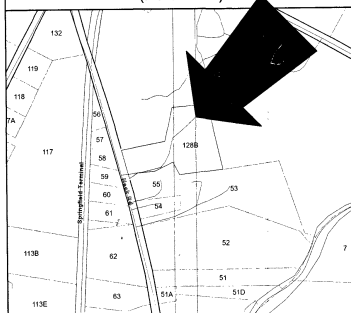
## LOCATION:

NECK ROAD  
LANCASTER, MA

LINE	BEARING	DISTANCE
L1	N 82°43'18" E	134.70'
L2	S 77°07'08" W	92.06'
L3	S 62°45'30" W	60.03'
L4	S 13°20'43" W	161.70'
L5	S 53°00'08" E	16.38'
L6	N 13°20'43" E	124.53'
L7	N 53°22'24" W	114.72'
L8	S 51°10'44" W	117.56'
L9	S 53°00'08" E	15.47'
L10	S 51°02'01" E	124.70'
L11	S 62°16'32" W	94.75'
L12	N 77°07'08" E	99.59'
L13	N 82°43'18" E	133.11'
L14	N 16°06'28" W	115.18'

NECK ROAD

LOCUS MAP  
(NO SCALE)



Approval under the subdivision control law not required.

Planning Board of LANCASTER.

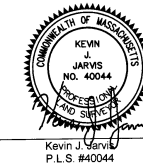
DATE: *Aug 14, 2023*

*[Signature]*  
*[Signature]*  
*[Signature]*

## 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 CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS IN THE COMMONWEALTH OF MASSACHUSETTS AND IN COMPLIANCE WITH THE RULES AND REGULATIONS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS. THIS CERTIFICATION IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTRY OF DEEDS AND IS NOT A CERTIFICATION OF THE TITLE OR OWNERSHIP OF THE LAND SHOWN HEREON.



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

DATE:	CHECK:	CALC:	FIELD:	N.B.#	PLAN:
5/16/2023	K.J.J.	K.J.J.	CS/RB	348/2	22-584
SCALE: 1 INCH = 50 FEET					

PLANNING BOARD ENDORSEMENT IS NOT A DETERMINATION AS TO CONFORMANCE WITH THE ZONING BYLAWS.

The LAW OFFICES OF  
**FLOOD & FAVATA, PC**  
14 WINTHROP STREET  
MARLBOROUGH, MASSACHUSETTS 01752

Tel: (508) 624-4700 FAX: (508) 624-7497  
[www.floodlaw.net](http://www.floodlaw.net)

CHRISTOPHER M. FLOOD  
LORI A. FAVATA

Lancaster Select Board  
Prescott Building  
701 Main Street  
Second Floor  
Lancaster, MA 01523

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 1<sup>st</sup> 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.

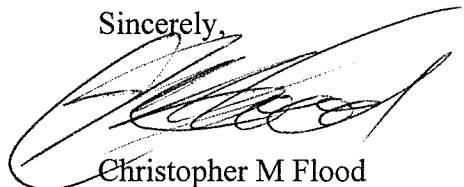
The owner requests that the Town of Lancaster waive its right of Right of First Refusal and release the parcel from the Town of Lancaster Agricultural or Horticultural Tax Lien.

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', 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 1<sup>st</sup> 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.

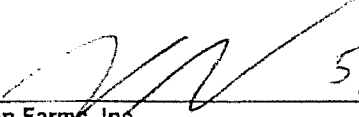
18. **BROKER's FEE** There are no brokers associated with this transaction.
19. **BROKER(S) WARRANTY** There are no brokers associated with this transaction.
20. **DEPOSIT** All deposits made hereunder shall be held by Seller and may be used as a working deposit towards the cost of construction. The 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 setting 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: [chriflood@floodlaw.net](mailto:chriflood@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](mailto: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 Voided:** 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:

- Once construction begins the BUYER shall not visit the site unless accompanied by the SELLER
- In no event shall the BUYER contact the SELLER'S employees or sub-contractors at any time.
- 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 refinancing 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

(e) 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.

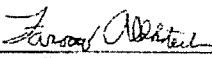
- 50 No Assignment:** This Agreement may not be assigned or recorded by the BUYER without the prior written consent of the SELLER and any recordation by BUYER (including a recording of notice hereof) or purported assignment by BUYER in violation of this paragraph shall be considered a default by BUYER 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.

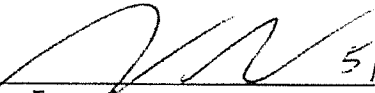
- 51 Multiple Counterparts:** The Parties acknowledge and agree that this Agreement may be signed in counterparts, and for purposes of this Agreement, facsimile or electronically scanned signatures shall be construed as original, provided however that no party shall avoid any obligation hereunder by 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.

 05 / 19 / 2023  
Farooq Alkhateeb Date  
BUYER

 5/19/23  
Kalon Farms, Inc  
BY: Keith Kopley, President  
SELLER

**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.

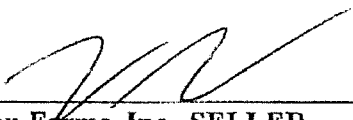
9. In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date 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 5<sup>th</sup> day before the closing, and shall be forwarded to the closing attorney as soon as possible, but in no event later than the 5<sup>th</sup> 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

 5/18/23  
Kalon Farms, Inc., SELLER Date  
BY: Keith Kopley, President,

## **547 Neck Rd House Build -Work Detail**

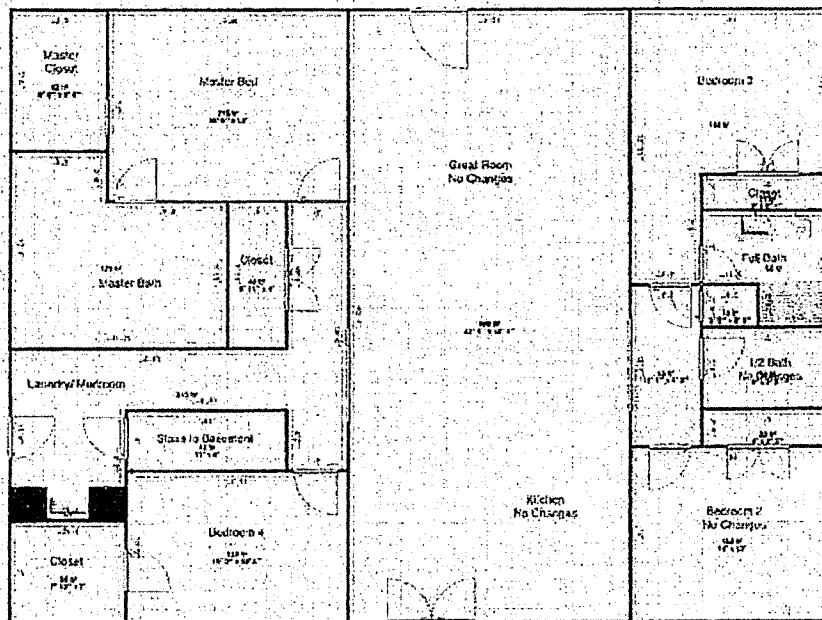
(Version 7-05/19/2023)

### **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 1/2" 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:**

- 3/4" pine baseboard
- 2 1/4" 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\*\**

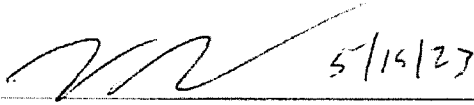
*\*All waste materials to be disposed of off-site\**



05 / 19 / 2023

Farooq Alkhateeb  
BUYER

Date



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 of 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. Crazing (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



SENT

**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



VIEWED

**05 / 19 / 2023**  
17:42:27 UTC

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



SIGNED

**05 / 19 / 2023**  
17:44:11 UTC

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

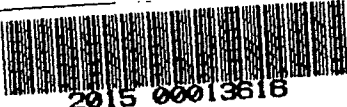


COMPLETED

**05 / 19 / 2023**  
17:44:11 UTC

The document has been completed.





Bk: 53377 Pg: 19  
Page: 1 of 1 02/19/2015 03:04 PM WD

**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**

Laid 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 26<sup>th</sup> day of January, 2015.

BOARD OF ASSESSORS

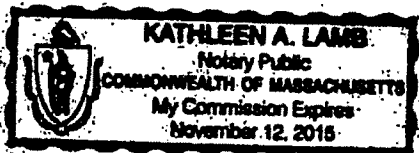
**COMMONWEALTH OF MASSACHUSETTS**

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



2015 00013617

Bk: 53377 Pg: 20

Page: 1 of 1 02/19/2015 03:04 PM WD

**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 26<sup>th</sup> day of January, 2015.

BOARD OF ASSESSORS

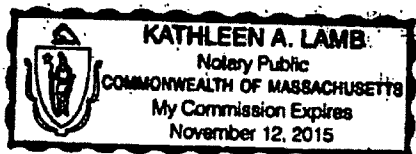
**COMMONWEALTH OF MASSACHUSETTS**

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

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

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



9590 9402 7363 2028 2557 55

2. Article Number (Transfer from service label)

7016 0750 0000 1554 7994

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ A  
☐ A

B. Received by (Printed Name)

C. Date of

7/3

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

- |  |  |
|--|--|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Ex                |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail                 |
| <input type="checkbox"/> Certified Mail®                               | <input type="checkbox"/> Registered Mail Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Signature Conf                  |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Conf Restricted Deliv |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       |  |
| <input type="checkbox"/> Insured Mail                                  |  |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |  |

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

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



9590 9402 7363 2028 2552 74

2. Article Number (Transfer from service label)

7016 0750 0000 1554 7970

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ A  
☐ A

B. Received by (Printed Name)

C. Date

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

- |  |  |
|--|--|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail               |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail             |
| <input type="checkbox"/> Certified Mail®                               | <input type="checkbox"/> Registered Mail Delivery    |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Signature Conf              |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Conf Restricted D |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       |  |
| <input type="checkbox"/> Insured Mail                                  |  |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |  |

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece,

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ A  
☐ A

B. Received by (Printed Name)

C. Date

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

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



9599 9402 7363 2028 2557 48

## 2. Article Number (Transfer from service label)

7016 0750 0000 1554 7987

PS Form 3811, July 2020 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X *[Signature]* ☐ Agent  
☐ Address

## B. Received by (Printed Name)

*Carl Rewandowski* C. Date of Delivery *7/31*

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☐ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Signature Confirmation®  
☐ Signature Confirmation Restricted Delivery

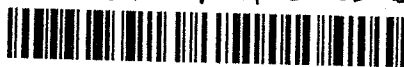
Domestic Return Receipt

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Lancaster Board of Assessors  
Prescott Building  
701 Main Street Suite 3  
First Floor  
Lancaster MA 01523



9590 9402 7363 2028 2552 81

## 2. Article Number (Transfer from service label)

7016 0750 0000 1554 7963

PS Form 3811, July 2020 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X *[Signature]* ☐ Agent  
☐ Address

## B. Received by (Printed Name)

*[Signature]* C. Date of Delivery *7/31*

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☐ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Signature Confirmation®  
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X *[Signature]* ☐ Agent  
☐ Address

## B. Received by (Printed Name)

*[Signature]* C. Date of Delivery *7/31*

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No



# MEMO

TO: Lancaster Select Board  
FROM: Kate Hodges, Town Administrator  
DATE: November 17, 2022  
RE: Updated Fees for Services

Many of the legal matters which come before the town require action and notifications by statute. These include but are not limited to, abutter notifications, legal ads, and licensing needs. It has been at least eight (8) years since the fees charged for many of these services has been studied. Currently, many of these services we perform in relation to the action above are at a rate much lower than what the actual cost is. Considering that, the following proposed amendments to the Town's fee schedules are proposed.

Action	Current Fee	Proposed Adjusted Fee
<b>SELECT BOARD</b>		
<i>Special 1-day Liquor License – Beer &amp; Wine</i>	\$50.00	\$100.00
<i>Special 1-day Liquor License – All Alcohol</i>	\$75.00	\$100.00
<i>Certified Mailings</i>	\$7.82 (abutter) + \$49.92	\$8.25 (abutter) + \$55.00
<b>PLANNING &amp; COMMUNITY DEVELOPMENT</b>		
<i>Public Hearing Notices</i>	\$50.00	\$100.00 - \$135.00 <sup>1</sup>
<i>ZBA Certified Mailings</i>	\$7.82 (abutter) + \$49.92	\$8.25 (abutter) + \$55.00
<i>Zoning Determination Letter</i>	\$0.00	\$75.00
<b>GENERAL ADMINISTRATION</b>		
<i>Copies – B &amp; W</i>	Varies	\$0.20/page
<i>Copies - Color</i>	Varies	\$0.40/page
<i>Large-Scale Printing (greater than 8.5x11)</i>	N/A	\$1.00/page
<i>Public Records Requests</i>	\$25.00/hour	\$25.00/hour <sup>2</sup>

<sup>1</sup>Prices depend on the length of the ad and number. Minimum of \$100 paid at time of application, additional amount billed when ad copy and charges are provided to CDP Department staff.

<sup>2</sup> Records requests shall continue to be handled on an individual basis consistent with Massachusetts Public Records Law. As a community with a population less than 20,000, Lancaster may charge up to \$25/hr. for time spent searching for, combining, segregating, redacting, or reproducing requested records. Determinations relative to how and when fees may apply are the discretion of the Town's Records Access Officers (RAO) and, where applicable or necessary, the Town Administrator/Select Board. Redactions for records which incur Town Counsel expenses will incur a fee unless waived by the Select Board in advance.

**TOWN OF LANCASTER, MASSACHUSETTS  
LICENSES ISSUED BY THE SELECT BOARD  
FEE SCHEDULE**

Revised through  
2019

LICENSE OR PERMIT TYPE	LICENSE or PERMIT FEE	STATUTORY REFERENCE
Alcohol Beverage – All Alcoholic – Restaurant	\$2,500.00	G.L. c.138, §12
Alcoholic Beverage – Beer & Wine – Restaurant	\$2,000.00	G.L. c.138, §12
Auctioneers Permit (Annual)	\$100.00	G.L. c.100, §10
Auctioneers Permit (Special)	\$25.00	G.L. c.100, §10
Automatic Amusement Device	\$100.00 per device	G.L. c.140, §177A
Automobile Dealer – Class I (New)	\$200.00	G.L. c.140, §59
Automobile Dealer – Class II (Used)	\$200.00	G.L. c.140, §59
Automobile – Class III – Junk	\$200.00	G.L. c.140, §59
Billiards, Pool, Bowling Alleys	\$100.00	G.L. c.140, §177, G.L. c.140, §202
Boarding House	\$100.00	G.L. c.140, §23
Clubs, Associations – Dispensing Food & Beverages to Members	\$50.00	G.L. c.140, §21E
Carriers of Passengers by Motor Vehicle (Bus, Van, Trolley)	\$100.00	G.L. c.159A, §1
Coffee, Tea House	\$100.00	G.L. c.140, §47
Common Victualer	\$100.00	G.L. c.140, §2
Dormitory Facility (Educational)	\$100.00	G.L. c.140, §23
Entertainment for Fee-Sunday (Annual)	\$400.00	G.L. c.136, §4
Entertainment for Fee-Sunday (Per Event)	\$25.00	G.L. c.136, §4
Entertainment provided by Club, Common Victualer, Innholder	\$100.00	G.L. c.140, §183A
Food Vehicles, Lunch Carts	\$100.00	G.L. c.140, §§49,50
Fortune Teller	\$50.00	G.L. c.140, §185I
Fraternity or Sorority House	\$100.00	G.L. c.140, §23
Hawker, Peddler, Transient Vendor	\$100.00	G.L. c.101, §§5,17,22
Ice or Roller Skating Rink – Monday-Saturday	\$400.00	G.L. c.140, §186
Ice or Roller Skating Rink – Sunday	\$400.00 Individually/ \$100.00 with Mon-Sat License	G.L. c.136, §4
Innholder	\$125.00	G.L. c.140, §2
Movie Theater & Drive In Theater	\$500.00	G.L. c.140, §181
Moving Buildings in Public Way	\$25.00	G.L. c.85, §18
One Day Special Permit – All Alcohol (Must be a 501c)	\$50.00	
One Day Special Permit - Beer & Wine	\$75.00	
Secondhand Dealer (Junk)	\$200.00	G.L. c.140, §54, G.L. c.140, §202
Single Event (For Licenses not otherwise established)	\$25.00	G.L. c.40, §22F
Theatrical Events, Public Exhibitions/Shows –Monday to Saturday	\$100.00	G.L. c.140, §181
Theatrical Events, Public Exhibitions/Shows – Sunday	\$100.00	G.L. c.136, §4

NOTE: License Fees adopted pursuant to authority granted under the provisions of M.G.L. Chapter 40, §22F.

## APPOINTMENTS AND RESIGNATIONS

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## Kathi Rocco

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**From:** Steve Kerrigan <stevekerrigan@gmail.com>  
**Sent:** Monday, September 18, 2023 9:04 AM  
**To:** Amanda Cannon  
**Cc:** Kathi Rocco; Kate Hodges  
**Subject:** Re: [Lancaster MA] Resignation from Board of Health (Sent by Denise Hurley, deehurley@hotmail.com)

That's too bad.

On Sep 18, 2023, at 9:03 AM, Amanda Cannon <ACannon@lancasterma.gov> wrote:

Please see the below resignation letter from Denise Hurley re: Board of Health.

It is on file in the clerk's office.

Thank you,  
Mandy

---

**From:** Contact form at Lancaster MA <cmsmailer@civicplus.com>  
**Sent:** Saturday, September 16, 2023 2:05 PM  
**To:** Amanda Cannon <ACannon@lancasterma.gov>  
**Subject:** [Lancaster MA] Resignation from Board of Health (Sent by Denise Hurley, deehurley@hotmail.com)

Hello acannon,

Denise Hurley ([deehurley@hotmail.com](mailto:deehurley@hotmail.com)) has sent you a message via your contact form (<https://www.ci.lancaster.ma.us/user/5611/contact>) at Lancaster MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.ci.lancaster.ma.us/user/5611/edit>.

Message:

Hi Mandy,

I am sending this email to confirm my resignation from the Board of Health...Do I need to send a note to Kate as well?

Take care,

Denise



## LICENSES AND PERMITS

---



**RECEIVED**

SEP 06 2023

**Board of Selectmen**

August 24, 2023

Kathleen Rocco  
Prescott Building  
701 Main Street – Second Floor  
Lancaster, MA 01523

Hello Kathleen,

Enclosed please find three checks in the amount of \$5 for the Commonwealth of Massachusetts, \$100 for the weekly permit fees, and \$30 for the Sunday license. If you have any questions, please do not hesitate to call.

Thank you,

Eugene Dean



# The Bolton Fair, Inc.

---

August 14, 2023

## 4<sup>th</sup> Annual Holiday Drive-Thru at the Lancaster Fairgrounds

In conjunction with Fiesta Shows, the Lancaster Fairgrounds will host the 4<sup>th</sup> annual Lancaster Holiday Light Show. This drive-thru Holiday Light Show will feature over 1-million holiday lights and decorations thru a 1-mile path on the fairgrounds. Guests will enjoy the experience from the comfort of their own vehicle, while a designated FM radio station transmits holiday music throughout the pathway.

Operating Dates: November 24<sup>th</sup> thru December 31<sup>st</sup>

Operating Hours: Sunday – Thursday 5pm-10pm

Friday – Sunday and Holidays 5pm-11pm

The improved traffic flow worked very well last year and there will be no changes. All of this information will be on the website.

1. We will be entering thru Gate 1 and exiting thru Gate 2. This allows for a two-lane entrance at Gate 1, with twice as many cars able to enter the queue at any given time.
2. On-line ticket sales will be purchased in time slots, which allow the number of cars entering the fairgrounds to be controlled. There will be a fixed number of tickets sold for any given time slot during the evening. There may be a limited number of tickets available at the door if not sold out.
3. A drive-thru food booth will serve hot chocolate, bottled water, fried dough and cotton candy.

It is our goal to provide a safe and entertaining evening again this year.

Please let us know if you have any questions.

Best Regards,

Rose Darden Bolton Fair Inc. cell 508-294-8516

EJ Dean Fiesta Shows cell 603-474-5424 Office  
978-375-2511 Cell



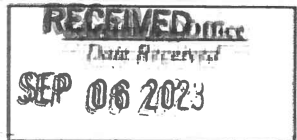
**TOWN OF LANCASTER, MASSACHUSETTS  
BOARD OF SELECTMEN**

Town Hall, 701 Main Street, Suite 1  
Lancaster, MA 01523

Tel: 978-365-3326 Fax: 978-368-8486

Email: [krocco@lancasterma.net](mailto:krocco@lancasterma.net)

License  
Single Event - \$25.00



Board of Selectmen

**APPLICATION FOR TOWN LICENSE  
DANCING\*, SPORTS, GAMES, FAIRS, EXPOSITIONS, PLAYS OR  
ENTERTAINMENT OF PUBLIC DIVERSION\*\* ON SUNDAY**

New Application   X   Renewal       

Name of Concern: Dean and Flynn, Inc. (d/b/a Fiesta Shows)

Street Address of Concern: 32 Stard Road Seabrook, NH 03874

Mailing Address (if different): P.O. Box 460 Seabrook, NH 03874

Contact Person & Title (Owner, Director, Manager, Other): Eugene Dean, Owner

Telephone: 803-474-5424 Facsimile: 603-474-5495 E-Mail: [\\_ejdean@msn.com](mailto:_ejdean@msn.com)

Describe in detail the proposed dancing, game, sport, fair, exposition, play, or entertainment of public diversion:       

Fiesta Shows in partnership with The Bolton Fair Inc. would like to host the 4th annual Lancaster Holiday Light Show

Drive-thru at The Lancaster Fairgrounds. See attached sheet for additional information and hours/ dates.

Hours of Proposed Entertainment: Starting Time:   5   P.M. Ending Time:   10   P.M.

**NOTICE:** No License issued pursuant to G.L. c.136, §4 shall be granted to permit activities before 1:00 p.m. without a License issued by the Commissioner of Public Safety, Attn: Special Licensing Division, One Ashburton Place, Boston, MA 02108-1618.

The applicant certifies that all state tax returns have been filed and all state and local taxes have been paid as required by law and further agrees to comply with the terms of the License and applicable law, and all rules and regulations promulgated thereto. The Applicant further certifies that the information contained in this application is true and accurate and also authorizes the Licensing Authority or its agents to conduct whatever investigation is necessary to verify the information contained in this application.

Eugene Dean

Signature of Applicant

8/20/23

Date

Tax ID Required 02-0405446

**License Fee must be submitted with this form. Make check payable to Town of Lancaster. Mail Application Form, Workers' Compensation Affidavit, and check to: Board of Selectmen, 701 Main Street, Suite 1, Lancaster, MA 01523.**

\* Dancing applies to watching dance (e.g. Ballet).

\*\* Public Diversion includes, but is not limited to, flea markets, coin-operated amusements, ice and roller-skating, carousels, inclined railways, Ferris wheels, and exhibitions of firefighting.

**NOTICE:** The filing of this application confers no rights on the part of the Applicant to undertake any activities until the license has been granted. The issuance of a license under this section or sections is subject to the Applicant's compliance with all other applicable Federal, State or local statutes, ordinances, bylaws, rules or regulations. The Licensing Authority reserves the right to request any additional information it reasonably deems appropriate for the purpose of determining the terms and conditions of the License and its decision to issue a License. The provisions of G.L.c. 152 may require the filing of a Workers' Compensation Insurance Affidavit with this application. Failure to file the Affidavit, along with any other required information and/or documentation, shall be sufficient cause for the denial of the License application.

**MASSACHUSETTS GENERAL LAWS ANNOTATED**  
**PART I. ADMINISTRATION OF THE GOVERNMENT**  
**TITLE XX. PUBLIC SAFETY AND GOOD ORDER**  
**CHAPTER 136. OBSERVANCE OF A COMMON DAY OF REST AND LEGAL HOLIDAYS**  
**SPORTS, GAMES AND ENTERTAINMENT ON SUNDAY**

Current through Ch. 11 of the 2003 1st Annual Sess.

**§ 4. License; application; issuance; fee; revocation, etc.; application of section**

(1) The mayor of a city or the selectmen of a town, upon written application describing the proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion, except as provided in section one hundred and five of chapter one hundred and forty-nine, may grant, upon such reasonable terms and conditions as they may prescribe, a license to hold on Sunday dancing or any game, sport, fair, exposition, play, entertainment or public diversion for which a charge in the form of payment or collection of money or other valuable consideration is made for the privilege of being present thereat or engaging therein, except horse racing, dog racing, boxing, wrestling and hunting with firearms, provided, however, that no such license shall be issued for dancing for which a charge in the form of the payment or collection of money or other valuable consideration is made for the privilege of engaging therein, and provided further, however, that no license issued under this paragraph shall be granted to permit such activities before one o'clock in the afternoon; and provided further, that such application, except an application to conduct an athletic game or sport, shall be approved by the commissioner of public safety and shall be accompanied by a fee of two dollars, or in the case of an application for the approval of an annual license by a fee of fifty dollars.

(2) Licenses may be issued by the authorities designated in paragraph (1) to permit such activities before one o'clock in the afternoon, with the written approval of the commissioner of public safety and upon such reasonable terms and conditions as prescribed by him therein. The application for the approval of the proposed activity by the commissioner shall be in writing and shall be accompanied by a fee of five dollars or in the case of an application for the approval of an annual license by a fee of one hundred dollars.

(3) The licensing authority, or the commissioner of public safety or his designee, may revoke, cancel or suspend any license issued under this section upon evidence that the terms or conditions of such license or provisions of law are being violated; provided, however, that said commissioner shall not revoke, cancel or suspend any license issued under paragraph (1) which he is not required by said paragraph to approve.

(4) The city council of a city or board of selectmen of a town may determine fees for the issuance of licenses, but in no event shall any such fee be greater than twenty dollars per event and four hundred dollars per year.

(5) The city council of a city and board of selectmen of a town may make regulations relative to granting of licenses under this section and may revoke or amend them from time to time.

(6) The provisions of this section shall not apply to premises licensed under the provisions of section one hundred and eighty-three A of chapter one hundred and forty; provided, however, that paragraph (2), insofar as it regulates activities on such premises between the hours of two o'clock in the morning and one o'clock in the afternoon on Sunday, shall apply to premises licensed under said section one hundred and eighty-three A of said chapter one hundred and forty.

(7) Sections two and three and this section shall not apply to golf, tennis, bowling, skiing, or any activity in a gymnasium or on any rink, court, or field, for which a charge is made only for the privilege of engaging therein and not for the privilege of being present thereat as a spectator, nor to the conduct for charitable purposes of amateur contests involving time trial driving of automobiles nor to beano games licensed under the provisions of section thirty-eight of chapter ten.

(8) Sections 2 and 3 and this section shall not apply to an athletic game or contest for which a charge in the form of the payment of money or other valuable consideration is made for the privilege of being present thereat, conducted, presented or exhibited on Sunday prior to 1 o'clock antemeridian; provided, however, the said athletic game or contest





**TOWN OF LANCASTER, MASSACHUSETTS**  
**BOARD OF SELECTMEN**  
 Town Hall, 695 Main Street, Suite 1  
 Lancaster, MA 01523  
 Tel: 978-365-3326 (ext 1201) Fax: 978-368-8486  
 Email: krocco@lancastermas.net

Selectmen's Office  
**RECEIVED**  
 SEP 06 2023  
 Board of Selectmen

**APPLICATION FOR LICENSE**  
**THEATRICAL EXHIBITIONS, PUBLIC SHOWS, PUBLIC AMUSEMENTS**  
**AND EXHIBITIONS OF EVERY DESCRIPTION HELD ON WEEKDAYS**

New Application X Renewal       

Name of Concern: Dean and Flynn, Inc. (d/b/a/ Fiesta Shows)

Street Address of Concern: 32 Stard Road., Seabrook NH 03874

Mailing Address (if different): P.O. Box 460, Seabrook NH 03874

Contact Person & Title (Owner, Director, Manager, Other): Eugene Dean, Owner

Telephone: 603-474-5424 Facsimile:                                  E-Mail: ejdean@msn.com

Describe in detail the proposed dancing, game, sport, fair, exposition, play, or entertainment of public diversion:                                 

Fiesta Shows in partnership with The Bolton Fair Inc. would like to host the 4<sup>th</sup> Annual Lancaster Holiday Light Show.

Drive-thru at The Lancaster Fairgrounds. See attached sheet for additional information and hours/ dates.

Hours of Proposed Entertainment: Starting Time: 5 P.M. Ending Time: 10 P.M.

The applicant certifies that all state tax returns have been filed and all state and local taxes have been paid as required by law and further agrees to comply with the terms of the License and applicable law, and all rules and regulations promulgated thereto. The Applicant further certifies that the information contained in this application is true and accurate and also authorizes the Licensing Authority or its agents to conduct whatever investigation is necessary to verify the information contained in this application.

Eugene Dean 8/20/23  
 Signature of Applicant Date  
 SSN# or Tax ID Required: 02-0405446

**License Fee must be submitted with this form. Make check payable to Town of Lancaster. Mail Application Form, Workers' Compensation Affidavit, and check to: Board of Selectmen, Suite 1, 695 Main Street, Lancaster, MA 01523.**

\* **Dancing applies to watching dance (e.g. Ballet).**  
 \*\* **Public Diversion includes, but is not limited to, flea markets, coin-operated amusements, ice and roller-skating, carousels, inclined railways, Ferris wheels, and exhibitions of firefighting.**

A License issued under this Application applies to weekday operation ONLY. If entertainment is to be operated on Sundays, you also must file with the Board of Selectmen an APPLICATION FOR LICENSE FOR DANCING, SPORTS, GAMES, FAIRS, EXPOSITIONS, PLAYS OR ENTERTAINMENT OF PUBLIC DIVERSION ON SUNDAY, as well as an Application for a State License to the Commissioner of Public Safety, Attn: Special Licensing Division, One Ashburton Place, Boston, MA 02108-1518.

**NOTICE:** The filing of this application confers no rights on the part of the Applicant to undertake any activities until the license has been granted. The issuance of a license under this section or sections is subject to the Applicant's compliance with all other applicable Federal, State or local statutes, ordinances, bylaws, rules or regulations. The Licensing Authority reserves the right to request any additional information it reasonably deems appropriate for the purpose of determining the terms and conditions of the License and its decision to issue a License. The provisions of G.L.c. 152 may require the filing of a Workers' Compensation Insurance Affidavit with this application. Failure to file the Affidavit, along with any other required information and/or documentation, shall be sufficient cause for the denial of the License application.

**M.G.L.A. 140 § 181**

**MASSACHUSETTS GENERAL LAWS ANNOTATED  
PART I. ADMINISTRATION OF THE GOVERNMENT  
TITLE XX. PUBLIC SAFETY AND GOOD ORDER  
CHAPTER 140. LICENSES  
THEATRICAL EXHIBITIONS, PUBLIC AMUSEMENTS, ETC.**



**The Commonwealth of Massachusetts  
Department of Industrial Accidents  
1 Congress Street, Suite 100  
Boston, MA 02114-2017  
www.mass.gov/dia**

**Workers' Compensation Insurance Affidavit: General Businesses,  
TO BE FILED WITH THE PERMITTING AUTHORITY.**

**Applicant Information**

**Please Print Legibly**

Business/Organization Name: Dean-Flynn, Inc. dba Fiosta Shows

Address: 32 Stard Rd

City/State/Zip: Seabrook, NH 03874 Phone #: 603-474-5424

**Are you an employer? Check the appropriate box:**

1. ☐ I am a employer with \_\_\_\_\_ employees (full and/or part-time).\*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity.  
[No workers' comp. insurance required]
3. ☒ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

5. ☐ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☒ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

**I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.**

Insurance Company Name: McGowan Allied Specialty

Insurer's Address: 140 Fountain Parkway, Ste 570

City/State/Zip: St. Petersburg, FL 33716

Policy # or Self-ins. Lic. # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).**

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

**I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.**

Signature: [Signature]

Date: 8/20/23

Phone #: 603-474-5424

**Official use only. Do not write in this area, to be completed by city or town official.**

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office  
6. Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_



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

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

<b>PRODUCER</b> McGowan Allied Specialty 140 Fountain Parkway, Ste 570 St. Petersburg FL 33716		<b>CONTACT NAME:</b> Sue Verker <b>PHONE (A/C, Ho, Ext):</b> 727 547 3059 <b>E-MAIL:</b> sveraker@mcgowanallied.com <b>ADDRESS:</b>		<b>FAX (A/C, No):</b> 440-333-3214
<b>INSURED</b> Dean and Flynn Inc. DBA Fiesta Shows PO BOX 460 Seabrook NH 03874		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Everest National Ins. Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		<b>NAIC #</b> 10120

**COVERAGES** **CERTIFICATE NUMBER:** 144289417 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL SUMM INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		S8ML02856231	2/15/2023	2/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Dates: November 1, 2023 - January 15, 2024

Town of Lancaster, MA

Bolton Fair, Inc.

as respects to the negligence of the name insured

#### CERTIFICATE HOLDER

Bolton Fair, Inc.  
 P.O. Box 154  
 Bolton MA 01740

#### CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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

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

<b>PRODUCER</b> McGowan Allied Specialty 140 Fountain Pkwy. N. Ste. 570 St. Petersburg, FL 33716	<b>CONTACT NAME:</b> Glenn Harris <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> gharris@mcgowanallied.com <b>FAX (A/C, No):</b> 440-333-3214 <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Everest National Ins. Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Dean and Flynn Inc. DBA Fiesta Shows PO BOX 460 Seabrook NH 03874	<b>License#</b> 273 <b>FIESHO-01</b> <b>NAIC #</b> 10120

**COVERAGES** **CERTIFICATE NUMBER:** 192370219 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES FOR <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> JECT <input type="checkbox"/> LOC OTHER:		SI8ML02856231	2/15/2023	2/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & AUV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> CED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	SI8WC01074231	3/15/2023	3/15/2024	PER STATUTE <input type="checkbox"/> OTH-EN <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Dates: November 1, 2023 - January 15, 2024  
 Town of Lancaster, MA  
 Bolton Fair, Inc.

as respects to the general liability pertaining to the negligence of the name insured only

<b>CERTIFICATE HOLDER</b> Bolton Fair, Inc. P.O. Box 154 Bolton MA 01740	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
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## COMMUNICATIONS

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## NEW BUSINESS

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## ADJOURNMENT

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