



TOWN OF BOXBOROUGH NOTICE OF PUBLIC MEETING

BOARD/COMMITTEE: Conservation Commission

MEETING DATE: October 19, 2022

TIME: 7:30 PM

PLACE: Morse Meeting Room, Town Hall, 29 Middle Road

7:30 Call to Order

TOPICS EXPECTED TO BE DISCUSSED (AGENDA):

Review Minutes and Correspondence New Business

For review and approval: Minutes October 5 2022

LAND Project Agreement

Committee Reports: Chairman's Reports (Markiewicz)

Boxborough Conservation Trust (Koonce)

Best Meeting Practices (Markiewicz / Nadwairski)

Community Preservation Committee (Markiewicz)

Land Stewardship Committee (Hanover)

Water Resources Committee (Schmitt)

Open Space and Recreation Plan Committee (Hanover & Markiewicz)

Discussion / Update: 95 & 105 Sargent Road

Review Local Acquisitions for Natural Diversity (LAND) Project Agreement

Discussion: Priority Parcels for Open Space and Recreation Plan Update

Ongoing: 199 Middle Road EO

1102 Massachusetts Ave. EO

Invasives Management

Calendar: Nov. 2, 2022 8:00 NOI 100 Codman Hill Rd

Nov. 16, 2022

Correspondence:

**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
DIVISION OF CONSERVATION SERVICES**

Local Acquisitions for Natural Diversity (LAND) PROGRAM

PROJECT AGREEMENT

Made this _____ day of _____, 20____, between the **Town of Boxborough** with an address of 29 Middle Road, Boxborough, MA 01719, hereinafter referred to as the **PARTICIPANT**, and the Commonwealth of Massachusetts acting by and through the Secretary of the Executive Office of Energy and Environmental Affairs, hereinafter referred to as the **COMMONWEALTH**, with an address of 100 Cambridge St., Suite 900, Boston, MA, 02114.

Premises: Approximately 21.4+/- acres of land including any buildings thereon located on Sargent Road (Assessor's Map 11, Lot 3 & 5), in the Town of Boxborough, Middlesex County, Massachusetts. For Participant's Title, see;

Book /Page _____ or

Land Court Certificate _____.

In the Middlesex County Registry of Deeds / Land Court Registry District

WHEREAS, the PARTICIPANT has established a Conservation Commission under Massachusetts General Laws Chapter 40, § 8C and has made application to the COMMONWEALTH for assistance under the Massachusetts Local Acquisitions for Natural Diversity Program (LAND) pursuant to Massachusetts General Laws Chapter 132A, § 11, as amended, for a project briefly described as follows: **Boxborough LAND #14: This project shall consist of the acquisition in fee simple of 21.4± acres known as the Sargent Road Land Acquisition Project, for permanent conservation and public passive recreation purposes, by the Town of Boxborough**, hereinafter referred to as the **PROJECT**.

WHEREAS, the COMMONWEALTH has reviewed said application and found the PROJECT to be in conformance with the purposes of Massachusetts General Laws Chapter 132A, § 11, as amended, and the LAND Program policies and regulation, 301 CMR 5.00.

WHEREAS, the COMMONWEALTH has approved said application and has obligated certain funds in the amount of **four hundred thousand dollars (\$400,000)**, which funds are authorized and subject to 2008 Massachusetts Acts and Resolves, Chapter 312 and 2014 Massachusetts Acts and Resolves, Chapter 286.

WITNESSETH:

1. The COMMONWEALTH and the PARTICIPANT mutually agree to perform the terms and conditions of this Agreement in accordance with the Massachusetts LAND Program, its policies and applicable statutes and regulations, including 301 CMR 5.00, Massachusetts General Laws Chapter 132A, § 11, as amended, Massachusetts General Laws Chapter 40, Section 8C, the 2008 Massachusetts Acts and Resolves, Chapter 312, §2A Account 2000-7013 and 201 Massachusetts Acts and Resolves, Chapter 286, §2, 2000-7066: local acquisitions for natural diversity (LAND) grant program.
2. The PARTICIPANT agrees to perform the PROJECT described above by authorizing its CONSERVATION COMMISSION to manage, maintain, and operate the PROJECT in accordance with the terms, conditions and obligations contained in the PARTICIPANT'S application(s), as approved, including any conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances made a part thereof, and the PARTICIPANT'S award letter, and furthermore, in accordance with any special terms and conditions attached to and incorporated in this Agreement. No significant deviations from the PROJECT shall be undertaken without advance approval by the COMMONWEALTH.
3. The PARTICIPANT agrees that the PROJECT shall be open to the general public and shall not be limited to residents of the PARTICIPANT. The PARTICIPANT shall prominently display on the PROJECT a sign which sets forth the terms of public access and indicates that the PROJECT received LAND funds.
4. The PARTICIPANT hereby covenants and agrees that the PROJECT, including the property and any and all associated facilities and improvements, shall be devoted to conservation and passive recreation purposes in perpetuity, within the meaning of Article 97 of the Commonwealth's Declaration of Rights, and shall not be used for other purposes or otherwise disposed of except in accordance with the provisions of said Article 97. The PARTICIPANT hereby agrees that any property or facilities comprising the PROJECT will not be used for purposes other than those stipulated herein or otherwise disposed of unless the PARTICIPANT receives the appropriate authorization from the General Court, and the approval of the Secretary of Energy & Environmental Affairs.
5. The PARTICIPANT acknowledges that in the event that the PROJECT ceases to be used, either in whole or in part, for the purposes stated herein, all interest in the property shall revert to the Commonwealth, unless the Secretary demands specific performance of the grant contract, or determines, according to the process described in CMR 301 5.09, that replacement of the PROJECT as described in section 6 below is more appropriate.

6. The PARTICIPANT further agrees that, in the event the property or facilities comprised by the PROJECT are used for purposes other than those described herein, the PARTICIPANT shall provide other property and facilities of at least equal value and utility to be available to the general public for conservation and passive recreational purposes, under the care and control of its Conservation Commission and Agricultural Commission, provided that the equal value and utility and the proposed use of said other property and facilities is specifically agreed to by the Secretary of Energy & Environmental Affairs.
7. Failure by the PARTICIPANT to comply with the terms and conditions of this Agreement or the policies or regulation of the LAND Program may, at the sole option of the COMMONWEALTH, suspend or terminate all obligations of the COMMONWEALTH hereunder.
8. PARTICIPANT and COMMONWEALTH acknowledge that the benefit desired by the COMMONWEALTH from the full compliance by the PARTICIPANT is the existence, protection, and the net increase of conservation land, and furthermore that such benefit exceeds to an immeasurable and unascertainable extent the dollar value of the funding provided by this Agreement. The PARTICIPANT agrees that payment of money damages by the PARTICIPANT to the COMMONWEALTH would be an inadequate remedy for a breach of this Agreement by the PARTICIPANT, and, therefore, the COMMONWEALTH may enforce the terms and conditions of this Agreement by requiring specific performance of the PARTICIPANT'S obligations.
9. The PARTICIPANT agrees to record a copy of this agreement at the appropriate Registry of Deeds or Land Court Registry District and to provide proof of such recording to the COMMONWEALTH. Said proof of recording of this Project Agreement shall include evidence that the Project Agreement has been marginally noted on or permanently referenced to any prior deed, restriction, conveyance or other instrument affecting the Project area. Failure to do so shall not impair the validity or enforcement of this agreement.

COMMONWEALTH OF MASSACHUSETTS

PARTICIPANT

BY _____
Bethany A. Card, Secretary
Or Designee
**Executive Office of Energy and
Environmental Affairs**

BY _____
Chief Executive Officer
Town of Boxborough

DATE: _____

DATE: _____

BY **Agricultural Commission**
Town of Boxborough

BY **Conservation Commission**
Town of Boxborough

DATE: _____

DATE: _____

Attach hereto evidence of authority to execute this contract on behalf of the **Town of Boxborough**. In the case of a municipality, a certified copy of the vote or votes of the governing body authorizing the **Sargent Road Land Acquisition Project**, appropriating municipal funds therefor, and authorizing execution of this Project Agreement by the Officer, Board, or Commission whose signature(s) appears above.

COMMONWEALTH OF MASSACHUSETTS

County, ss:

On this _____ day of _____, 20__ before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the processing or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose

Notary Public

My Commission Expires: