



# Town of Abington

## OFFICE OF TOWN MANAGER

500 GLINIEWICZ WAY  
ABINGTON, MA 02351  
(781) 982-2100  
FAX (781) 982-2138

### Board of Selectmen Meeting Minutes

August 8, 2016

6:30 p.m.

Cotter Room

Members present: Maureen Jansen, Ken Coyle, Andy Burbine, Alex Bezanson, Bob Manning

- Pledge of Allegiance
- Public Announcements – Selectman Burbine congratulated Conor Bergin and Christian May, the two Eagle Scouts who entered into the Eagle Court of Honor on Sunday. (attached). Vice Chairman Coyle praised the Abington Fire Department and the Abington Police Department for their work the last few weeks. Due to the dry weather there were fires being fought and some of the fire fighters fought the fires even while being off duty.

Town Manager congratulated Mr. John Stone as Abington's first DPW Director, and is extremely pleased with all of his efforts and the smooth transition.

Chairwoman Jansen announced that the DCR is considering the purchase of property located off Chestnut Street. This announcement at a Board of Selectmen Meeting is a requirement of DCR. (attached)

- Public Appointments:

6:35 p.m. – Phil Hamric, Request for new office/director, transfer of stock, pledge of license, Squires Loft, d/b/a Timber Lanes, 460 Bedford Street.

Selectman Burbine recused himself and left the table as his wife is on the Board of Directors for Abington Bank.

All of the paperwork is in order, and the Board thanked Mr. Hamric for being in business over 35 years and has always given to the community

M/Ken to approve license as mentioned above

S/Bezanson

Voted 4-0-1

6:40 p.m. – Jillian Crowley – Request to hold the annual Vasselian Road Race, Sunday, November 6, 2016. This is a 3.5 mile route, and safety officials have approved the event.

M/Manning to approve the road race

S/Burbine

Voted 5-0

- Action/Discussion items:

1. Approval of July 18, 2016 minutes

M/Burbine to approve as amended

S/Coyle

Manning abstains as was not present at the meeting

Voted 4-0-1

2. Approval of Purchase and Sale agreement, 101, 105, and 109 Gliniewicz Way (attached)

Selectman Bezanson recuses himself and leaves the table

Selectman Manning asked if drainage issues would need to be addressed if the property was developed. Town Manager replied yes.

M/Burbine to purchase the three parcels of land located at 101, 105, and 109 Gliniewicz Way for a total purchase price of \$575,000.00 and to approve and sign the above-mentioned purchase and sale agreement as presented, and other documents as required.edra

S/Coyle

Voted 4-0-1

3. Update from Dog Park Committee – Selectman Coyle stated that the proposed location

for the Dog Park would be to the left of the Senior Center, 5.73 acres which was donated to the Town and accepted at Town Meeting. Cost estimated between \$50,000 - \$70,000.

The grant will fund up to \$250,000, but the Town must come up with 10% of the cost.

M/Manning to move ahead with forming the committee to apply for the grant for design and construction

S/Burbine

Voted 5-0

4. Review of Special Municipal Employee status (attached)

South Shore Tri-Town Development Corporation Advisory Board Member – No votes taken, to check the name of the Board and if it is still functioning.

Fence Viewer – M/Burbine to keep status

S/Bezanson

Voted 5-0

Status remains

M/Coyle to remove status from Abington Arts Council

S/Manning

Jansen, Burbine, Bezanson, no

Voted 2-3

Status remains

M/Coyle to remove status from the Council on Aging  
S/Manning  
Jansen, Burbine, Bezanson, no  
Voted 2-3  
Status remains

M/Burbine to remove status from the Finance Committee  
S/Coyle  
Jansen and Bezanson no  
Voted 3-2  
Status removed

M/Coyle to remove status from the Strawberry Valley Golf Course Committee  
S/Manning  
Jansen, Burbine, Bezanson no  
Voted 2-3  
Status remains

M/Coyle to remove status from the Griffin's Dairy Committee  
S/Manning  
Burbine and Bezanson no  
Voted 3-2  
Status removed

M/Manning to remove status from the Historical Commission  
S/Coyle  
Voted 5-0  
Status removed

M/Bezanson to remove status from Housing Partnership (currently dissolved)  
S/Manning  
Voted 5-0  
Status removed

M/Coyle to remove status from Board of Library Trustees  
S/Manning  
Voted 2-3  
Jansen, Burbine, Bezanson no  
Status remains

M/Coyle to remove status from the Moderator  
S/Manning  
Jansen, Bezanson no  
Voted 3-2  
Status removed

M/Manning to remove status from the Deputy Moderator  
S/Burbine  
Jansen, Bezanson no  
Voted 3-2  
Status removed

M/Coyle to remove status from Park and Recreation Commission  
S/Manning  
Jansen, Burbine, Bezanson, no  
Voted 2-3  
Status remains

M/Coyle to remove status from the Planning Board  
S/Manning  
Jansen, Burbine, Bezanson, no  
Voted 2-3  
Status remains

M/Coyle to remove status from Registrar of Voters  
S/Manning  
Jansen, Burbine, Bezanson, no  
Voted 2-3  
Status remains

M/Coyle to remove status from the School Committee  
S/Burbine  
Jansen, Bezanson, no  
Voted 3-2  
Status removed

M/Coyle to remove status from the Veterans Memorial  
S/Manning  
Jansen, Burbine, Bezanson, no  
Voted 2-3  
Status remains

M/Manning to remove status from Animal Control Officer  
S/Bezanson  
Voted 5-0  
Status removed

M/Manning to retain status to the Finance Committee Recording Secretary  
S/Burbine  
Voted 5-0  
Status remains

M/Burbine to retain status to the Planning Board Secretary  
S/Manning  
Voted 5-0  
Status remains

M/Manning to retain status to the Administrative Assistant to the Board of Selectmen,  
Zoning Board of Appeals, and Conservation Commission  
S/Bezanson  
Voted 5-0  
Status remains

M/Bezanson to retain status to the Abington representative on the Board of Directors of  
the South Shore Tri Town Development Corporation, and to update the name  
S/Burbine  
Coyle, Manning, no  
Voted 3-2  
Status remains

M/Coyle to remove status from the Summer Concerts Committee  
S/Manning  
Jansen, Burbine, Bezanson, no  
Voted 2-3  
Status remains

M/Bezanson to remove status from Tricentennial Committee (currently dissolved)  
S/Burbine  
Voted 5-0  
Status removed

M/Burbine to retain status to the School Building Committee  
S/Manning  
Coyle abstain  
Voted 4-0-1  
Status remains

M/Coyle to remove the status from the Elected and voluntary members of the Abington Public Schools' School Councils at Abington High School, Frolio, Woodsdale, Beaver Brook, and Center Schools

S/Manning

Jansen, Burbine, Bezanson no

Voted 2-3

Status remains

5. Discuss Whitman's request for an establishment of a Heavy Commercial Vehicle Exclusion zone on Washington Street beginning at the intersection of Auburn Street in Whitman to the intersection of Route 18 in Abington (attached)

M/Manning to approve request with a letter of support that will be sent to the State

S/Coyle

Voted 5-0

6. Abington Lions Club request for a one-day liquor license, August 23, 2016, Abington Senior Center, 6:00 p.m. to 10:00 p.m.

Selectman Coyle and Burbine discloses they are Lions members

M/Bezanson to approve one day liquor license

S/Manning

Vice Chair Coyle abstains

Selectman Burbine recuses himself

Voted 3-0-2

7. Town Manager Report – (attached)

8. Public Comment – none

M/Burbine to enter into executive session for the purpose of strategies pertaining to the Abington Manager's Association collective bargaining agreement and not to reconvene to open session, as open session would be detrimental to the meeting

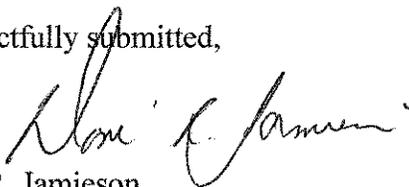
S/Coyle

Manning, aye; Bezanson, aye; Burbine, aye; Coyle, aye; Jansen, aye

Voted 5-0

Meeting adjourned: 7:45 p.m.

Respectfully submitted,



Dori R. Jamieson

Assistant Town Manager

**A PROCLAMATION FOR  
RICHARD HANNA  
August 8, 2016**

**WHEREAS:** *Richard Hanna has served as Manager of the Abington Farmers Market and has been the go-to maintenance person at the Abington Community Garden for the past five years;*

**WHEREAS:** *Richard Hanna mowed the lawns from Plymouth Street to the back of the gardens around the fence, keeping the entrances safe and open for gardeners and visitors;*

**WHEREAS:** *Richard Hanna, with the help of his sons, marked out all the individual garden plots for the Community Garden and made a composting pile and hoses available to the gardeners;*

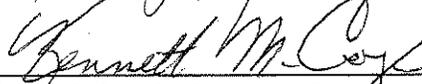
**WHEREAS:** *Richard Hanna has devoted many hours of hard work and helped with every aspect of these projects, and our gardens and produce were much better because of his input and efforts.*

*Now, therefore, we, the Abington Board of Selectmen, on behalf of the Town of Abington and its residents, thank Richard Hanna for his time and commitment to the Abington Farmers' Market and the Community Garden. His vast knowledge and willingness to help everyone are very much appreciated. Abington's would-be farmers will miss his presence at the Garden and Farmers Market, as well as his sage advice. Thank you, Dick, for bringing us closer to our roots!*

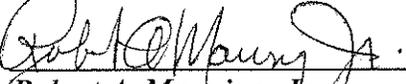
*Board of Selectmen*

  
\_\_\_\_\_  
*Maureen Jansen, Chairman*

  
\_\_\_\_\_  
*R. Andrew Burbine*

  
\_\_\_\_\_  
*Kenneth M. Coyle, Vice Chair*

\_\_\_\_\_  
*Alex A. Bezanson*

  
\_\_\_\_\_  
*Robert A. Manning, Jr.*



**A PROCLAMATION FOR  
CONOR WESLEY BERGIN  
BSA TROOP 41  
August 7, 2016**

**WHEREAS:** *Conor Wesley Bergin has worked through the ranks of scouting, starting as a Tiger Cub Scout at age 6, progressing to Boy Scout Troop 41, earning his Eagle Scout Award;*

**WHEREAS:** *Conor Wesley Bergin chose as his project to restore the historical rock farm wall and improve river and parking drainage at Ames Nowell State Park in Abington where he had started his scouting experience as a way to give back to the community;*

**WHEREAS:** *Conor Wesley Bergin exhibited organizational and leadership qualities, recruiting other Scouts, friends and family to assist in this worthwhile project;*

**WHEREAS:** *Conor Wesley Bergin completed his community service as a requirement for his Eagle Scout Project.*

*Now, therefore, we, the Abington Board of Selectmen, on behalf of the Town of Abington and its residents, congratulate Conor Wesley Bergin on achieving his Eagle Scout Award. Your hard work and commitment are recognized by the Town of Abington with pride, and we wish you well as you pursue your Forestry degree at the University of Maine, Orno.*

*Board of Selectmen*

\_\_\_\_\_  
*Maureen Jansen, Chairman*

\_\_\_\_\_  
*R. Andrew Burbine*

\_\_\_\_\_  
*Robert A. Manning, Jr.*

\_\_\_\_\_  
*Kenneth M. Coyle, Vice Chair*

\_\_\_\_\_  
*Alex A. Bezanson*

**A PROCLAMATION FOR  
CHRISTIAN PATRICK MAY  
BSA TROOP 41  
August 7, 2016**

**WHEREAS:** *Christian Patrick May worked through the ranks of scouting, starting as a Tiger Cub Scout at age 6, progressing to Boy Scout Troop 41, earning his Eagle Scout Award;*

**WHEREAS:** *Christian Patrick May chose as his project to replace and construct nesting boxes for the wood duck habitat at Ames Nowell State Park in Abington where he had started his scouting experience as a way to give back to the community;*

**WHEREAS:** *Christian Patrick May exhibited organizational leadership qualities, recruiting other Scouts, friends and family to assist in this worthwhile project;*

**WHEREAS:** *Christian Patrick May completed his community service as a requirement for his Eagle Scout Project.*

*Now, therefore, we, the Abington Board of Selectmen, on behalf of the Town of Abington and its residents, congratulate Christian Patrick May on achieving his Eagle Scout Award. Your hard work and commitment are recognized by the Town of Abington with pride. We wish you well as you pursue your career in the Metal Industry.*

*Board of Selectmen*

\_\_\_\_\_  
*Maureen Jansen, Chairman*

\_\_\_\_\_  
*R. Andrew Burbine*

\_\_\_\_\_  
*Robert A. Manning, Jr.*

\_\_\_\_\_  
*Kenneth M. Coyle, Vice Chair*

\_\_\_\_\_  
*Alex A. Bezanson*



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## Positions, Boards, and Committees with Special Municipal Employee Status

Voted: By the Board of Selectmen

August 8, 2016

Southfield Redevelopment Authority Advisory Board  
Fence Viewer  
Abington Cultural Council  
Council on Aging  
Strawberry Valley Golf Course Committee  
Board of Library Trustees  
Park and Recreation Commission  
Planning Board  
Registrar of Voters  
Veterans Memorial  
Finance Committee Recording Secretary  
Planning Board Secretary  
Abington representative on the Board of Directors of the Southfield Redevelopment Authority  
Administrative Assistant to the Board of Selectmen, Zoning Board of Appeals, and Conservation Commission  
Summer Concerts Committee  
School Building Committee  
Elected and voluntary members of the Abington Public Schools' School Councils at Abington High School, Frolio, Woodsdale, Beaver Brook, and Center Schools



# Town of Abington

500 GLINIEWICZ WAY  
ABINGTON, MA 02351

January 13, 2014

## Positions, Boards, and Committees with Special Municipal Employee Status

Voted: By the Board of Selectmen  
January 13, 2014

South Shore Tri-Town Development Corporation Advisory Board Member  
Fence Viewer

Abington Arts Council

Council on Aging

Finance Committee

Strawberry Valley Golf Course Committee

Griffin's Dairy Committee

Historical Commission

Abington Housing Partnership

Board of Library Trustees

Moderator

Deputy Moderator

Park and Recreation Commission

Planning Board (Voted 2/10/14)

Registrar of Voters

School Committee

Veterans Memorial

~~Animal Control Officer~~

Finance Committee Secretary

Planning Board Secretary

Abington representative on the Board of Directors of the South Shore Tri Town Development Corporation

Administrative Assistant to the Board of Selectmen, Zoning Board of Appeals, and Conservation Commission

Summer Concerts Committee

Tricentennial Committee

School Building Committee

Elected and voluntary members of the Abington Public Schools' School Councils at Abington High School, Frolio, Woodsdale, Beaver Brook, and Center Schools

**BOARD OF SELECTMEN'S POLICY RELATING TO  
GRANTING OF SPECIAL MUNICIPAL EMPLOYEE STATUS  
TO POSITIONS, COMMITTEES AND BOARDS  
PURSUANT TO MGL Ch. 268A**

**RATIONALE:**

In general, the provisions of Massachusetts General Laws Chapter 268A, Section 17 prohibit a municipal employee from receiving compensation from or acting as agent or attorney for anyone other than the Town in a matter in which the Town has a direct and substantial interest. The Board is aware of the fact that the State Ethics Commission defines "municipal employee" as any person that provides services to the Town, regardless of how that person was hired, elected or appointed, or whether the person receives compensation for his/her services. The Board understands that the State Ethics Commission would find that virtually any matter which comes before a particular board or official which requires official action is a matter in which the Town has a direct and substantial interest. The provisions of Massachusetts General Laws Chapter 268A, Section 17 are intended to prevent divided loyalties and any appearance of unfair or special advantage.

As the State Ethics Commission states, cities and towns are entitled to undivided loyalty by their municipal employees. The Board of Selectmen strongly believes that in order to promote public confidence in the administration of the town government a municipal employee's loyalty must lie first with the Town and that Special Municipal employee status should be granted only in very limited circumstances. The Board is of the opinion that in general, positions, committees, and boards that set public policy, have regulatory authority or have appointing authority should not be granted Special Municipal employee status.

The Board of Selectmen also believes that there are occasional circumstances that can arise where a position, board or committee may benefit from a person's expertise or knowledge in a particular field or profession. In those limited circumstances Special Municipal employee status *may* be warranted.

Under Massachusetts General Laws Chapter 268A, the Board of Selectmen may grant Special Municipal Employee status to a position, board or committee at any time and the Board may also revoke that status at any time. It is the municipal position that is designated as having Special Municipal Employee status, not the person holding the position. Therefore, all members of a board or committee holding the same office are considered Special Municipal employees if the designation is granted by the Board of Selectmen.

**POLICY:**

1. Any person(s) holding an elected or appointed position or serving as a member of an elected or appointed committee or board may file a written request with the Board of Selectmen seeking designation of such position, committee or board as a Special Municipal Employee(s).
2. Any such request shall be made a part of the agenda of a regularly scheduled meeting of the Board of Selectmen.

3. The person(s) making such a request shall appear at the scheduled meeting of the Board of Selectmen to present such request. The person(s) making the request shall present to the Board of Selectmen the rationale for such request. The presentation shall include a demonstration of the need the position, committee or board has for the skills or professional knowledge that the person making the request possesses. Additionally, the presentation shall include how those skills or professional knowledge will benefit the position, committee or board as well as benefit the overall interests of the Town.
4. The Board of Selectmen shall consider the request and a vote shall be taken on the request. The granting of such status shall be by a majority vote of the Board.
5. Requests for Special Municipal employee status will be voted upon individually for each position, committee or board requesting such status, expressly naming the position, committee or board being designated.
6. At the first meeting of the Board of Selectmen in June, the Board shall review the list of positions, committees and boards granted Special Municipal Employee status to ensure compliance with this policy. At such meeting, the Board shall vote to continue the status or revoke the status. The vote to continue the status or to revoke the status shall be by majority vote of the Board. Votes shall be taken individually for each position, committee or board, expressly naming the position, committee or board. A list of Special Municipal Employees shall be forwarded to the Town Clerk and the State Ethics Commission any time Special Municipal Employee status is granted or revoked by the Board and at least annually.
7. Upon the appointment or election, re-appointment or re-election, of a town governmental official, such official shall complete a form requesting or declining Special Municipal Employee Status and submit such form to the Board of Selectmen within 10 days of appointment/re-appointment or election/re-election. Such form shall be completed whether or not the committee or position to which the official has been appointed/reappointed or elected/re-elected currently has Special Municipal Employee status. If such official does request Special Municipal Employee status, he/she shall state the reasons why such status is being requested in accordance with Paragraph 3 of this Policy. The Selectmen shall review the requests at a public meeting within 30 days of their submittal and act on them in accordance with this policy.
8. The Board of Selectmen may revoke Special Municipal Employee status at their discretion as deemed in the best interest of the town and in accordance with this policy.

Adopted: Abington Board of Selectmen  
October 15, 2012  
Revised: January 13, 2014

## **Public Announcement**

**The Massachusetts Department of Conservation and Recreation is considering the purchase of a property containing 45 + acres of primarily undeveloped land, located off Chestnut Street. The property is adjacent to Ames Nowell State Park. If acquired by the State, regarding the proposed use of the land, DCR will retain the property as an expansion of the Ames Nowell State Park for open space and passive recreation.**

# 2

**PURCHASE AND SALE AGREEMENT**

1. Information and Definitions.

(a) DATE OF AGREEMENT: \_\_\_\_\_, 2016.

(b) PREMISES:

Three (3) parcels of land located at 101, 105, and 109 Gliniewicz Way, Abington, Massachusetts, shown as Lots 2, 3, and 4 on a plan recorded with the Plymouth County Registry of Deeds in Plan Book 50, Page 226, and being a portion of the premises described in a deed recorded with said Deeds in Book 24036, Page 259.

(c) SELLER:

Roger P. Woods, Jr., Trustee of the Burgertime Realty Trust, under a Declaration of Trust dated January 24, 2003, recorded with said Deeds in Book 24036, Page 252.

Seller's Attorney: Donald G. Kethro, Esq.  
Address: Kethro & Thomas, P.C.  
382 Washington Street, Norwell, MA 02061  
Phone: (781) 659-4450 Fax: (781) 659-4459

(d) BUYER:

Town of Abington, acting by and through its Board of Selectmen  
Buyer's Attorney: Shirin Everett, Esq.  
Address: KP | LAW, P.C.  
101 Arch Street, Boston, MA 02110  
Phone: (617) 556-0007 Fax: (617) 654-1735

(e) PURCHASE PRICE:

The total purchase price for the Premises is Five Hundred and Seventy Five Thousand Dollars (\$575,000.00), which is to be paid at the time of delivery of the deed by municipal treasurer's check or by wire transfer, at BUYER'S election.

(f) CLOSING DATE:

August 19, 2016, unless extended by agreement of the parties, as set forth herein. Time is of the essence.

(g) PLACE: Plymouth County Registry of Deeds or a closing by mail,  
at BUYER'S election.

(h) TITLE: Quitclaim Deed

2. Covenant. SELLER agrees to sell and BUYER agrees to buy the Premises upon the terms hereinafter set forth.

3. Buildings, Structures, Improvements, Fixtures.

The Premises consist of vacant land.

4. Title Deed.

The Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, or to the assignee or nominee designated by BUYER by written notice to SELLER at least seven (7) calendar 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 the delivery of the deed, except as set forth in Section 13;
- (c) Any liens for municipal betterments assessed after the date of this Agreement, except as provided herein; and
- (d) Easements, restrictions and reservations of record, if any, provided the same do not interfere with use of and access to the Premises for general municipal purposes, including, without limitation, for parking purposes.

5. Deed; Plans.

SELLER shall prepare the deed. If said deed refers to a plan necessary to be recorded therewith, SELLER shall prepare a plan in form adequate for recording or registration showing the exact location and dimensions of the Premises and submit the same for BUYER'S review and approval at least thirty (30) days prior to closing.

6. Registered Title.

In addition to the foregoing, if the title to said Premises is registered, said deed shall be in a form sufficient to entitle BUYER to a Certificate of Title of said Premises, and SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. Possession and Control of Premises.

Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then: (a) in the same condition as they now are, reasonable weather damage excepted, and

(b) not in violation of zoning laws, and (c) In compliance with provisions of any instrument referred to in Section 4 hereof. BUYER shall be entitled to inspect said Premises personally prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

8. Extension to Perfect Title or Make Premises Conform.

If SELLER is 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 SELLER shall use commercially 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, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days.

9. Failure to Perfect Title or Make Premises Conform.

If at the expiration of the extended time 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, then all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

10. Buyer's Election to Accept Title.

BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the Premises in their then condition and to pay therefore the purchase price, in which case SELLER shall convey such title.

11. Acceptance of Deed.

The acceptance of a deed by BUYER, or its assignee or 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.

12. Use of Money to Clear Title.

To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of this 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, if an institutional mortgage, within a reasonable time thereafter in accordance with customary Massachusetts conveyancing practices.

13. Adjustments.

Taxes for the then-current fiscal year shall be apportioned as follows: if taxes are outstanding as of the closing date, taxes will be apportioned as of the closing date in accordance with G.L. c. 59, §72A; if, however, SELLER has paid taxes through and past the closing date, such payments shall not be refunded, it being acknowledged that BUYER has no funds to refund SELLER for such taxes paid and BUYER, being tax exempt, has no obligation to pay taxes upon acquisition of the Premises. Any betterments and/or other assessments constituting a lien on the Premises before the date of this Agreement shall be paid in full at closing.

14. Brokers. BUYER and SELLER each represent and warrant to the other that each has not contracted with any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. BUYER and SELLER agree to defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.
15. Buyer's Contingencies. BUYER'S obligation to perform under this Agreement is subject, at BUYER'S option, to the following conditions:
  - (a) BUYER shall have complied with the provisions of G.L. c. 30B (the Uniform Procurement Act), if applicable. For acquisition of real property determined to be unique, thirty (30) days shall have elapsed since the date of publication of BUYER'S determination of uniqueness in the Central Register, without objection;
  - (b) SELLER shall have complied with the disclosure provisions of G.L. c.7, §40J. SELLER hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L.c.7, §40J;
  - (c) BUYER shall have obtained written waivers of any right to claim relocation benefits under the provisions of M.G.L. c.79A and 760 CMR 27.03 from all occupants of the Premises and SELLER shall represent and warrant at closing that all such waivers have been provided as to all occupants. SELLER hereby waives any rights SELLER may have to relocation benefits under the provisions of M.G.L. c. 79A;
  - (d) BUYER shall have inspected the condition of the Premises and SELLER'S title to the Premises and be satisfied with the conditions thereof, in its sole and absolute discretion; and
  - (e) Compliance by BUYER and SELLER with any other requirements of Massachusetts General or Special Laws or regulations relative to the acquisition of real property by the BUYER, and BUYER and SELLER agree to diligently pursue full compliance with said laws and regulations.

If any of the conditions herein are not satisfied by the closing date despite BUYER'S good faith efforts, Buyer shall have the right, to be exercised in its sole discretion, to extend the closing for no more than sixty (60) days by giving Seller written notice thereof prior to the

Closing Date, and shall inform Seller of the new closing date at least seven (7) days prior to the Closing, or to terminate this Agreement, without recourse to the parties, except for provisions that are stated to survive such termination. Provided, however, that if any of the conditions are not satisfied by the closing date.

16. Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- (a) no building, structure or improvement of any kind belonging to any person or entity encroaches upon or under the Premises from other premises;
- (b) title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use;
- (c) all structures and improvements and all means of access to the Premises shall not encroach upon or under any property not within the lot lines of the Premises; and
- (d) the Premises abut a public way, duly laid out or accepted as such by the municipality in which the Premises are located.

17. Affidavits, etc. SELLER shall provide to BUYER together with the deed to the Premises: (a) Affidavits and indemnities with respect to due authority, parties in possession and mechanic's liens to induce BUYER'S title insurance company to issue lender's and owner's policies of title insurance without exception for those matters; (b) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, SELLER'S United States taxpayer identification number, that SELLER is not a foreign person, and SELLER'S address (the "1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER'S tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating SELLER is not subject to back-up withholding; (d) a Trustee's Certificate, and (e) Such additional and further instruments and documents as may be consistent with this Agreement and customarily and reasonably required by BUYER and/or the BUYER'S title insurance company to complete the transactions described in this Agreement.

18. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

19. Representations and Warranties. SELLER represents and warrants to BUYER, effective as of the date of this Agreement and also effective as of the date of closing (subject to any subsequent notice from SELLER as hereinafter set forth), that:

- (a) To the best of SELLER'S knowledge, SELLER holds good and clear, record and marketable title to the Premises in fee simple subject to exceptions of record;

- (b) SELLER has not granted any options, rights of first refusal, or other contracts have been granted or entered into which give any other party a right to purchase or acquire any interest in the Premises;
- (c) SELLER has not entered into leases, licenses, or other occupancy agreements (whether written or oral) in effect with respect to any part of the Premises;
- (d) SELLER has no actual knowledge of any pending lawsuit or proceeding that might in any material way impact adversely on SELLER'S ability to perform on the closing date;
- (e) To the best of SELLER'S knowledge, SELLER'S execution of this Agreement does not violate any other contracts, agreements, or any other arrangements of any nature whatsoever that SELLER has with third parties;
- (f) SELLER has not received any written notice of any release of any hazardous materials or oil on, from or near the Premises (as used in this Agreement, the terms "release," "hazardous materials" and "oil" shall have the meaning given to them in M.G.L.c.21E), and, to the best of SELLER'S knowledge, (i) there are no underground storage tanks or other subsurface facilities holding petroleum or oil products currently in use or previously abandoned on the Premises and (ii) chlordane has not been used as a pesticide on the Premises;
- (g) SELLER has not received any written notice from any governmental authority or agency having jurisdiction over the Premises of any environmental contamination, or the existence of any hazardous materials at the Premises in violation of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. § 9601, et seq. (CERCLA), or any similar federal, state or local statute, rule or regulation.

SELLER will not cause nor, to the best of SELLER'S ability, permit any action to be taken which would cause any of SELLER'S representations or warranties to be false as of closing, and in any event shall notify BUYER of any change in these representations and warranties. SELLER'S representations and warranties shall survive the closing and the delivery of the deed.

20. Inspection Rights. BUYER or BUYER'S agent(s) shall have the right, upon at least twenty-four (24) hours' prior notice to SELLER, which notice may be oral notice, to enter the Premises from time to time at BUYER'S own risk for the purposes of conducting such surveys, inspections, and tests, including environmental site assessments, as BUYER deems advisable. BUYER, to the extent permitted by law, shall hold SELLER harmless against any claim by BUYER of any harm to BUYER arising from said entry and shall restore the Premises to substantially the same condition as prior to such entry if the closing does not occur. BUYER'S performance hereunder is expressly conditional, at BUYER'S option, upon BUYER being satisfied, at its sole discretion, with the condition of the Premises and on not having found on the Premises any oil, hazardous waste or hazardous material, or other substances hazardous to health and safety. In the event hazardous waste, hazardous material, or other hazardous substance is found, or BUYER is not satisfied any other condition of the Premises, BUYER shall have the right, to be exercised in its sole and absolute discretion, to (a) terminate this Agreement without recourse, whereupon all the rights and obligations of the parties shall cease, or (b) provide

SELLER with the option, to be exercised in SELLER'S sole discretion, to repair the condition of the Premises and remediate such hazardous condition, with SELLER paying all of the costs of repair and remediation. If BUYER requests SELLER to repair the Premises and/or remediate the hazardous condition, and SELLER elects to undertake the same, BUYER shall perform under the terms of this Agreement, provided, however, that SELLER repairs the Premises to BUYER'S reasonable satisfaction and/or remediates the hazardous condition within a reasonable time and in full compliance with all applicable laws, rules, and regulations, to a level suitable for use by BUYER for general municipal purposes; otherwise this Agreement shall be null and void and of no further effect between the parties.

21. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) upon electronically confirmed receipt of facsimile delivery, to the party's attorney at the addresses set forth in Section 1.

22. Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording. SELLER'S proceeds may be in the form of a Town Treasurer's check, and the check shall be held in escrow by BUYER'S attorney who shall release the check to SELLER only following the recording of the deed. The closing date may be extended by agreement of the parties.

23. Condition of Premises at Closing. SELLER agrees to deliver the Premises at the time of delivery of SELLER'S deed in a condition substantially similar to its condition at the time of the signing of this Agreement, removing all of SELLER'S personal property therefrom which is not being sold to BUYER, or left for its benefit, or consented to by it.

24. Casualty, Condemnation. Notwithstanding anything herein to the contrary, in the event of damage to or destruction of the Premises by fire, vandalism or other casualty, or in the event of a taking of all or part of the Premises by eminent domain by any entity other than BUYER, then at BUYER'S sole option, this Agreement may be terminated, whereupon the rights and obligations of the parties hereunder shall cease.

25. Extensions. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

27. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within sixty (60) days of the date of

delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission.

28. Construction of Agreement. This instrument, 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 inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. 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.

29. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

[Signature Page Follows]

In Witness whereof, the parties hereto sign this Agreement under seal as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**SELLER:**

\_\_\_\_\_  
Roger P. Woods, Jr., Trustee  
Burgetime Realty Trust

**BUYER:**

TOWN OF ABINGTON,  
By its Board of Selectmen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Office of the Selectmen

54 South Avenue  
Whitman, Massachusetts 02382-0426

Francis J. Lynam, Town Administrator

August 3, 2016

Richard J. Lafond, Town Manager  
Town of Abington  
500 Gliniewicz Way  
Abington, MA 02351

Re: Establishment of an HCVE zone

Dear Mr. Lafond:

I am writing to seek your support and the approval of your Board of Selectmen in cooperation with the Town of Whitman to petition the Massachusetts Highway Department to designate Washington Street, beginning in Whitman at the intersection of Auburn Street and continuing north into Abington to the intersection of Route 18, as a Heavy Commercial Vehicle Exclusion zone.

As you know we have been experiencing an extraordinarily high rate of commercial vehicles traveling north on Washington Street from the intersection of Rt. 14 and Washington Street in East Bridgewater north to Abington where Washington Street connects to Route 18. The area on Washington Street in Whitman between Auburn Street and our Town center, as well as the area from Park Avenue north to the Abington line is mostly residential in nature and these vehicles are creating a quality-of-life issue. In addition, Washington Street from Auburn Street north to the Town line was repaved last year, and continuing the run of heavy commercial vehicles will certainly damage the roadway in a few short years.

On December 8, 2015 I placed a request with the Old Colony Planning Council to conduct a traffic study to determine if such an exclusion would be appropriate. Due to scheduling demands, the study was not completed until late May and provided to the towns of Whitman and Abington on June 6 of this year. The study confirms heavy commercial vehicle traffic and supports the establishment of an HCVE zone. I would also note that residents in the area to be designated have reported heavy truck traffic in excess of 150 vehicles a day. It should also be noted that the smaller streets accessed from Washington Street are residential neighborhoods.

Attached is a map outlining our proposed HCVE zone and we would greatly appreciate the Town of Abington's support and concurrence with our request.

If you require any additional information please do not hesitate to contact me.

Yours truly,

Francis J. Lynam, Town Administrator

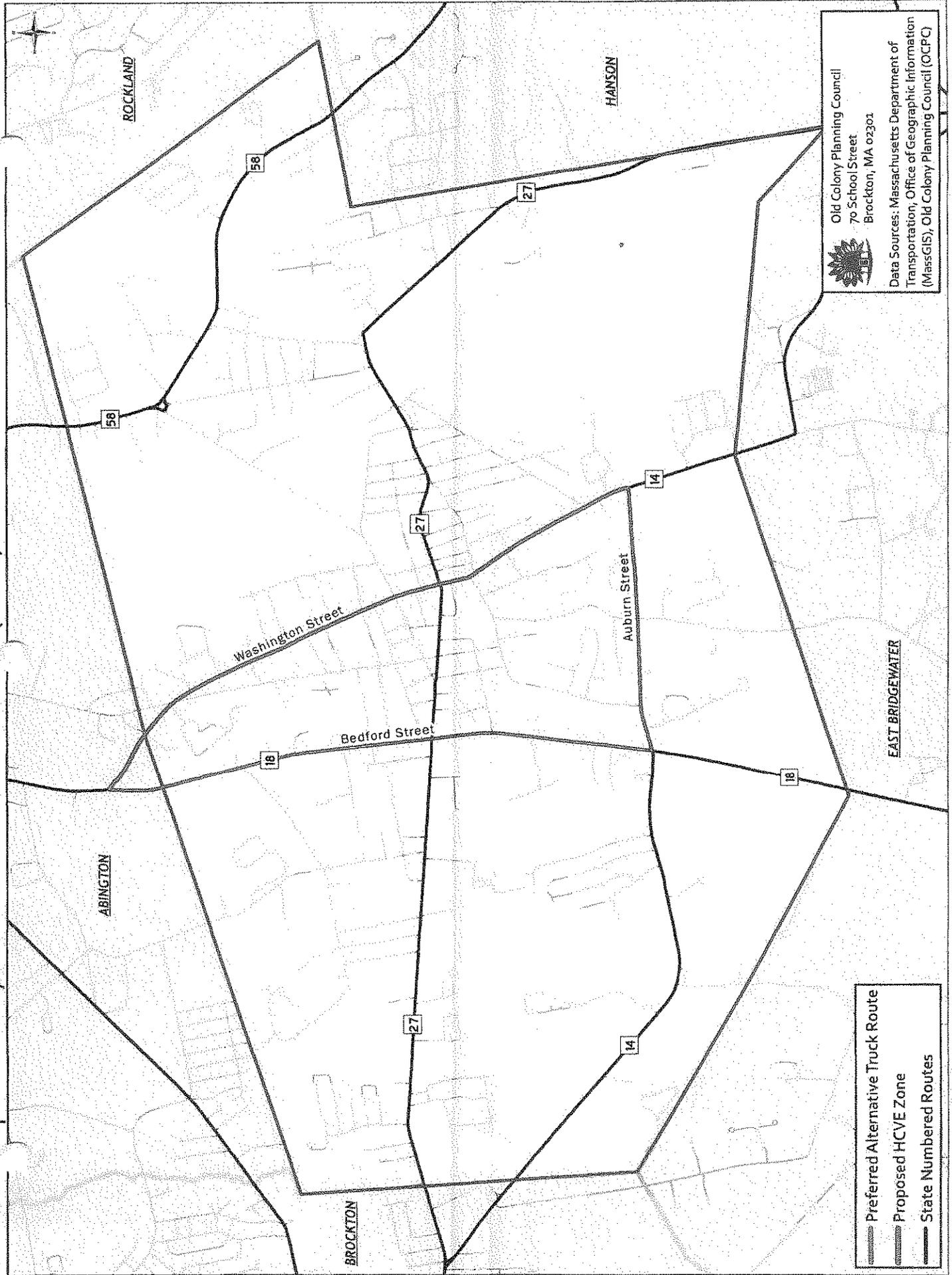
Telephone: 781-618-9704

Facsimile 781-618-9795

e-mail [FJL@Whitman-MA.gov](mailto:FJL@Whitman-MA.gov)

S:\Administration\Old Colony Planning Council\Washington St HCVE Req Abington Concur.docx

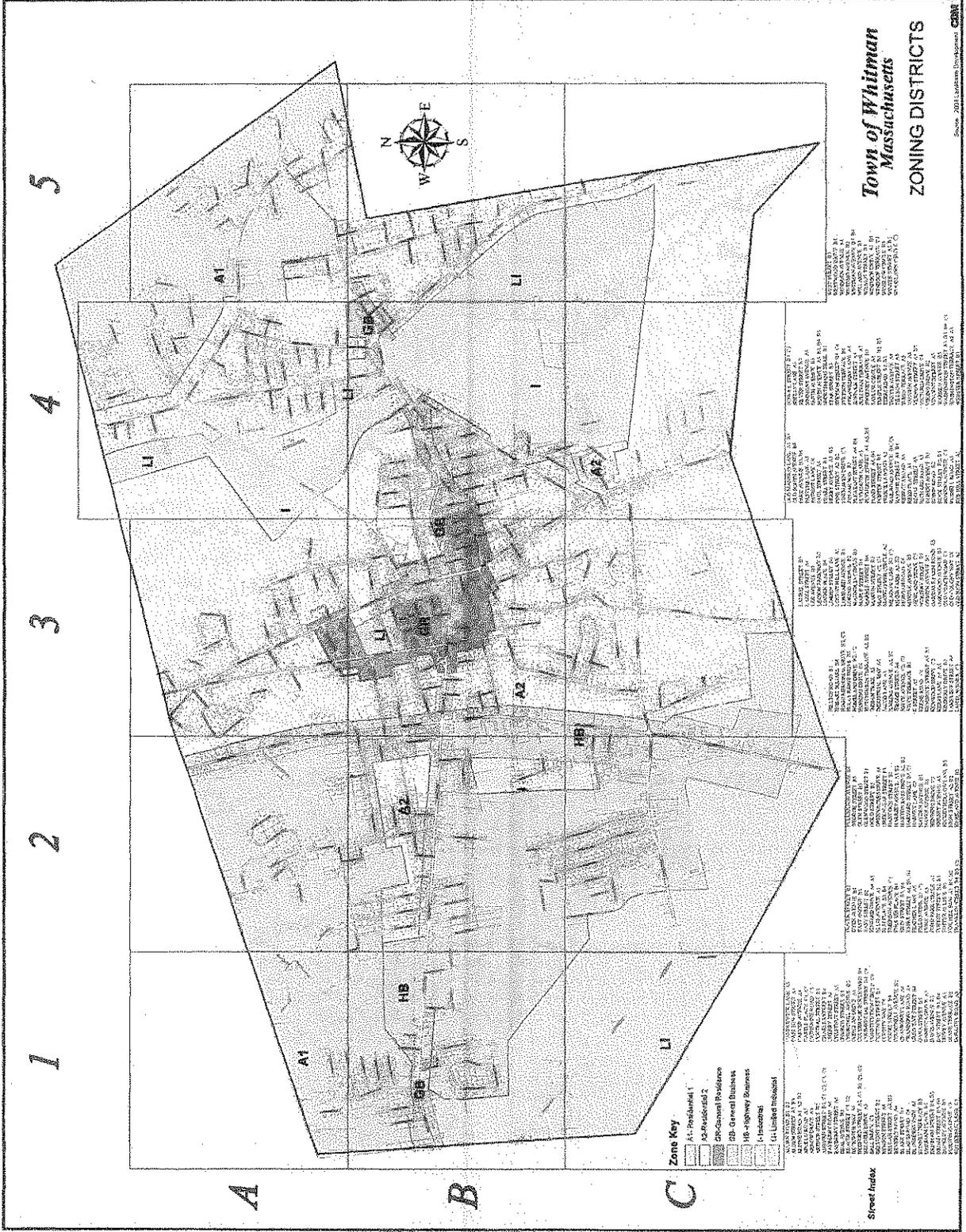
# Whitman Proposed Heavy Commercial Vehicle Exclusion (HCVE)



  
Old Colony Planning Council  
70 School Street  
Brockton, MA 02301

Data Sources: Massachusetts Department of Transportation; Office of Geographic Information (MassGIS); Old Colony Planning Council (OCPC)

Preferred Alternative Truck Route  
Proposed HCVE Zone  
State Numbered Routes



**Town of Whitman  
Massachusetts  
ZONING DISTRICTS**

Scale: 2001 Software Development  
CDB

**Zone Key**

[Pattern]	A1- Residential 1
[Pattern]	A2- Residential 2
[Pattern]	A3- General Residence
[Pattern]	B1- General Business
[Pattern]	B2- Highway Business
[Pattern]	L- Light Industrial
[Pattern]	LI- Limited Industrial

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#7

# Town of Abington

500 GLINIEWICZ WAY  
ABINGTON, MA 02351



TO: BOARD OF SELECTMEN  
FROM: TOWN MANAGER  
DATE: AUGUST 5, 2016  
SUBJ: GENERAL UPDATE

*The following is meant to be a general update of activities of the Town Manager and staff. Should any member desire more information regarding any particular matter please contact me personally.*

1. Griffins Dairy – On July 25<sup>th</sup>, at the continuation of the public hearing, the Conservation Commission approved an order of conditions based upon the approved use by the Board of Selectmen for the playing fields and access bridges from the Plymouth Street parking area. The appeal period to DEP concludes this coming Saturday. The deadline for appeal is August 6 and to date (Friday morning) no appeal has been filed.
2. Business Association – This past Wednesday, August 3<sup>rd</sup> we convened a meeting of several business owners/representatives at the Abington Ale House to discuss the formation of a business association. Unfortunately there were several interested business owners who were not able to attend. I wish to thank Mary Costello for hosting the gathering and the many attendees who responded to our invitation – as well as Old Colony Planning Council for helping to strategize this effort under the DLT program. I believe that it was a very positive meeting and that there is enough support to move this goal forward. Attached are brief notes from the meeting that were compiled by Bruce Hughes.
3. Health Insurance – Per my July 14 memo update I had very positive attendance from bargaining group representatives and some retirees in response to my invitation to attend an informational meeting with regard to the underwriting analysis of our health insurance utilization. There was good input and questions which points to the need for me to revitalize the employee Insurance Advisory Committee. We will likely reconvene in late August – before the opening of the school year, for further discussion based upon the results of the underwriting analysis.
4. CPC - Although the Town Clerk's certification of the Annual Town Meeting has not yet been approved and returned by the Attorney General's Office we have received several applications to serve on the Community Preservation Committee pursuant to the town's

acceptance of the Community Preservation Act. Therefore we will be advertising these on the website so that the Board of Selectmen can be in a position to appoint in September.

5. Personnel Code – At the Annual Town Meeting in 2015 the town approved a new Personnel By-Law that authorized the Town Manager to promulgate a personnel plan for non-union employees. Although there aren't many non-union employees remaining I did construct a draft personnel code that I had circulated to the Board at the time that the new by-law had been proposed and supported by the Board and ultimately town meeting. For various reasons I have not formally instituted this just yet but I plan to do so in the near future. In a separate email I will forward a copy of the Personnel Code and the by-law that authorized it. If any member of the Board has any questions or concerns about the Code prior to implementation please feel free to contact me.
6. Island Grove Pool – The pool was closed this past Thursday due to fecal matter found in the pool. The water was tested on Thursday afternoon with sufficient results to re-open the pool on Friday morning. There was some question as to why the pool needed to be closed- but, once it was reported to the Board of Health office Sharon was required to take certain measures compliant with applicable state regulations. I very much appreciate her efforts to personally collect and expedite the testing to minimize the time the facility was closed.

August 3, 2016

Notes from August 3, 2016 meeting to create a Town of Abington Permanent Business Association, Abington Ale House

16 attendees including representatives from Bemis Drug, Cape Cod Lumber, Martin's Restaurant, Santander Bank, Sub Galley, Wayne Smith, Abington Sunoco, Universal Auto Body, Town of Abington and Old Colony Planning Council

Town Manager Rick LaFond welcomed everyone. He thanked them for attending. He thanked Abington Ale House for hosting this meeting. He explained that this is a meeting to discuss forming a business organization in the Town of Abington that would serve as a way of increasing communication between town government and the business community.

Comments from attendees:

Jim Stone, Abington Sunoco: would a group like this duplicate efforts already being made by Rotary or the Lions or the local Chambers of Commerce?

Rick, Wayne Smith: Rotary and Lions are service organizations. Chambers represent regional interests. This would be a group for business in the town.

Wayne Smith, Harvey Hurvitz: There is a big disconnect between town government and the business community. This group will be a way for businesses to communicate with town government.

Bob Wing, Sub Galley: This would be a great vehicle for the business community to connect with town government.

Jim, Others: Could this be an informal group?

Wayne, others: Need a more structured group.

Rick: Don't need to discuss bylaws etc. at this meeting. That can be discussed at future meetings.

After discussion, attendees agreed that there is interest in forming a business group in Abington.

Wayne Smith, Bob Wing: Attendees can email Dori Jamieson so an email list of interested business can be notified of the next meeting.

Wayne Smith: asked Rick and Dori Jamieson to compile a list of every business in town and send them a letter telling them of this group with a survey asking them what is the best time for them to attend a meeting including a SASE and also send them an email notification

Santander: Have Abington Tech person set up a Survey Monkey survey as to what is the best time for businesses to attend meetings of the group

Rick: Figure two weeks to get letters out, two weeks to process

Bob Wing: Everyone who attended his meeting should call other business persons in town and tell them of this group and have them attend the next meeting.

Rick: Are people attending this meeting interested in seeing the follow up letter to this meeting? Attendees said yes, Dori will email them to attendees.

Next Meeting: Consensus to have another meeting in a month.