



Water Supply District of Acton

693 MASSACHUSETTS AVENUE
P.O. BOX 953
ACTON, MASSACHUSETTS 01720

TELEPHONE (978) 263-9107

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Board of Water Commissioners

Meeting Agenda

Monday, October 15, 2018 @ 7:30 PM

- **Comments from Citizens**
- **Approve minutes of September 24, 2018 meeting**

NEW BUSINESS:

- Land acquisition 585 Main Street – Execute Purchase & Sale Agreement
- Land acquisition fee

OLD BUSINESS:

- Update on Solar @ 62 Lawsbrook Road & 16 Knox Trail
- 1.4 Dioxane Forum on 10/25/2018

 DRAFT

Board of Water Commissioners
Meeting Minutes
693 Massachusetts Avenue, Acton MA
Monday, September 24, 2018

 DRAFT

AGENDA

A. Maureen Mara of Mara & Associates for FY '18 Audit Report

B. Comments from Citizens

C. Approve Minutes of August 13th Meeting

D. NEW BUSINESS:

1. *Request for a Waiver of Water Related Fees*

- Local builder Mark Starr request for a waiver for new construction home on Cherry Ridge Road that he is building with all volunteer services and donated funds and materials to be gifted to a disabled veteran.

2. *Discussion and Approval of the Warrant for Fall Special District Meeting*

- Special District Meeting is scheduled for Wednesday, 10/10 at 7:30PM at the Acton Public Safety Facility-Emergency Operations Center (EOC)

3. *Review and Approve Reserve Fund Transfer*

- Request for transfer of \$60,000 from Reserve Fund to Budget Account #15290-Maintenance & Operations

E. OLD BUSINESS:

1. Rollover of Bond for Indian Village Water Main Improvement

2. Update from Water Resources Workshop Held on Saturday, 9/22/18

Present at Tonight's Meeting:

Commissioners: Ronald Parenti (Chair), Stephen Stuntz, Erika Amir-Lin

District Manager: Chris Allen

District Treasurer: Mary Jo Bates

Environmental Manager: Matthew Mostoller

District Counsel: Mary Bassett

Commissioner's Secretary: Lynn Protasowicki

Finance Committee: Bill Guthlein

WLMAC: Barry Rosen

District Moderator: Richard O'Brien

District Clerk: William Stanford

Maureen Mara, Mara & Associates, Inc.

Green Acton: Kim Kastens

Citizens:

Terra Friedrichs

Mark Starr

Charlie Kadlec

The Board of Water Commissioners meeting was called to order at 7:30 PM on Monday, September 24, 2018 at the Acton Water District office by Mr. Parenti.

A. Maureen Mara of Mara & Associates for FY '18 Audit Report

Enclosed in tonight's packets to the Commissioners is the FY 2018 Annual Audit Results. Ms. Mara is present tonight to review some of the most notable findings from the audit.

*Unsold Water Percentage: She noted that the current year results are quite impressive which is due to the District's very aggressive leak detection and leak prevention strategies

*Net Pension Liability: Middlesex County Retirement System reasonable in financial statements. She stated that the ongoing increase in the liability can be attributed to several calculations, including the reduction this year in the System's anticipated rate of return from 7.75% to 7.5% (noting that when the percentage goes down the liability goes up).

*Other Post-Employment Benefits (OPEB): changes in benefits: working towards liability of \$1,075,000 and currently District has cumulatively funded \$800,000 toward the OPEB liability and that those funds have been invested and are currently worth \$975,000. The District is due for a new valuation which should be completed by the end of November.

*Fund Balances: reviewed what is in each of these funds (free cash, capital projects, grace trust fund, and OPEB trust fund). The District has not received the free cash certification but expect it any day now.

*District Investments: OPEB is growing by investments unlike Grace that is not having money put into it. OPEB has consistently maintained growth.

B. Comments from Citizens

Ms. Friedrichs would like to thank the District for allowing the public to speak at these open meetings because the Town of Acton is not allowing this to happen much anymore. She also mentioned that she heard that a water study is not necessary and that there is plenty of water. Mr. Parenti said this is false and the District is willing to take part in a water study.

C. Approve Minutes of August 13th Meeting

Mr. Stuntz motioned to approve the minutes of August 13, 2018. Ms. Amir-Lin seconded the motion and it was unanimously approved.

D. NEW BUSINESS:

1. Request for a Waiver of Water Related Fees.

Enclosed in tonight's packet to the Commissioners is a project overview that Mark Starr submitted to the District and his reasoning for requesting a waiver of water related fees. Mark Starr introduced himself to the Commissioners as a local resident and builder in town. He mentioned that the Town of Acton sold him the Cherry Ridge Road property for \$1 and it is his intent to give the home that he plans to build on this property to a disabled veteran family. He stated that James McCrae, who works for the Acton Veterans Commission is doing the search and vetting of the family. Mark mentioned that he has lots of volunteer services to help get this home built. He is asking the Town Boards to waive fees and is asking the town residents to help raise \$200K. He is building all handicap accessible. He would like to know if the Acton Water District would consider waiving water related fees. Mr. Stuntz asked him if the Town has agreed to start waiving fees. Mark not sure yet, he just started the process. He stated that the building and sewer departments need to get approval by the Selectmen so waiting to hear on that. He noted that the homeowners will still need to pay for the yearly taxes and maintenance just no mortgage payment. Mr. Allen stated that the water connection fee is \$7,400 for 1-inch connection plus mitigation fees, so roughly \$10K.

He stated that the deed restriction is for 35 years. Ms. Friedrichs hopes it is for forever; and restricted for disabled; she hopes he makes it for very low income under \$30K per year. He wants to restrict it so that nobody can make profit off it should they sell it.

Mr. Parenti stated that the District needs to be very cautious in waiving fees because we don't want to start a precedent. Ms. Amir-Lin stated that there could be opportunity to get lower mitigation fees if he would consider a more environmentally friendly home and landscaping. Mr. Allen suggested that Mark submit the impact report based on the water needs and he can then work with Matt Mostoller, the District Environmental Manager.

2. Discussion and Approval of the Warrant for Fall Special District Meeting.

The Special District Meeting to be held at the Public Safety Building at 371 Main Street, Acton on October 10th at 7:30 PM.

Mr. Allen reviewed the two Articles for the Commissioners.

-Article 1. This is land is 11.23 acres at 585 Main Street, Acton is owned by Brewster Conant, who passed away this year. The District would appropriate the sum of \$1,095,000 to purchase the land. Mr. Allen mentioned that the District will look into applying for a Water Supply Protection Grant through the Commonwealth of Massachusetts to defray the bonding. The Grant can be for up to \$300,000 of the purchase price. This Article as worded has been approved by bond counsel.

Ms. Friedrichs asked if a community garden can be built on this parcel. Mr. Mostoller told her that this is all tree farm and not garden space and for source protection reasons we cannot allow active agriculture on the land. The District is purchasing the land specifically for water supply protection purposes.

Ms. Kastens asked the District the following question, "if the District borrows the entire amount and you don't get a grant how much would customers have to pay per year?" Mr. Mostoller stated that the District is using short term borrowing to finance it and, it would be about \$35 per year (\$7.80 per quarter increase) per unit for 4 years and then that fee goes away. Ms. Kastens asked the following question, "Regarding the Master Plan, is this going to take away from something that you wanted to purchase?" Mr. Allen stated that, no, it will not preclude other capital improvements, and the only large capital project the District has planned is another water treatment plant where the Conant Wells are located.

Mr. Mostoller mentioned that a web page is going live tomorrow with more information about this land purchase.

Mr. Stuntz motioned to approve the District applying for the grant that will, if approved, help defray the bonding for purchasing the property at 585 Main Street, Acton. Mr. Parenti seconded the motion and it was unanimously approved.

-Article 2. This article pertains to property located at 3-33 Knox Trail in Acton which is currently in the process of a tax taking by the Town of Acton. When these proceedings are complete, the District has requested that the town transfer the parcel to it, and has requested that back taxes, penalties and fees be waived if at all possible. . The purposes of taking ownership of this property are for protecting the groundwater aquifers and recharge areas for water supply wells, including assisting in the ongoing Superfund process, and conserving the land for watershed protection purposes.

Mr. Parenti motioned to approve Article 2 as written. Ms. Amir-Lin seconded and it was unanimously approved.

Counselor Bassett stated for the presentation of these two Articles, Mr. Parenti will present Article 1 and Mr. Stuntz will present Article 2.

Counselor Bassett confirmed that the District Moderator is not able to attend the Special District Meeting. The night of the meeting, as soon as the meeting is brought to order, a Commissioner will move to appoint William Stanford, the District Clerk, as the temporary moderator for the meeting. Counselor Bassett will swear him in as Temporary Moderator and he will further conduct the meeting.

3. Review and Approve Reserve Fund Transfer.

Mr. Allen informed the Commissioners of the need for the reserve fund transfer. He stated that the Granular Activated Carbon vessels at the Clapp/Whitcomb site sprung a leak in a piping connection that cannot be isolated from the system while in operation, thus it is necessary to remove the media to make the repair. Typically this exchange would take place in the spring, so that will not happen since it is being done this month. The extra time will be absorbed in the normal course of operation, as the Clapp/Whitcomb site is not typically used during the off-peak (winter) period. This will remove the need for the typical spring maintenance to occur.

Mr. Parenti motioned to approve the reserve fund transfer. Mr. Stuntz seconded the motion and it was unanimously approved.

Other New Business:

1. Fall flushing starts on 10/1 through the month of October. The areas to be flushed are the South Acton quadrant; and some of the dead ends in North Acton. Flushing takes place M-Th 8am-8pm. There will be no flushing on Monday, October 8th due to the Columbus Day holiday.

E. OLD BUSINESS:

1. Rollover of Bond for Indian Village Water Main Improvement.

Ms. Bates explained to the Commissioners that what they are voting on is to award the rollover bond for Indian Village Water Main Improvement project of \$500K to Century Bank at a 2.5% interest rate.

Mr. Stuntz motioned to approve the rollover of bond for Indian Village Water Main improvement. Mr. Parenti seconded and it was unanimously approved.

2. Update from Water Resources Workshop Held on Saturday, 9/22.

Mr. Allen thought it was a good workshop; he thought the facilitator was good; the sessions were lively; Senator Eldridge did a great job; and he was happy to see a full house of attendees. Mr. Parenti thought it was beneficial and stated that a lot of people are showing more interest in the District and thinks that is a good thing. Ms. Amir-Lin said participants went with the original intent of the workshop, with folks asking questions instead of trying to provide answers; it was a good opportunity for her to talk with people; and she thought it was worthwhile. Mr. Rosen was happy with the workshop as well and believes that there are lots of positive things to come out of this workshop.

Ms. Kastens asked if there are any other suggestions/ideas for future discussions. Mr. Parenti stated that in future years we may need to consider looking at MWRA for more support instead of the District building more water treatment plants. Mr. Mostoller stated that the committee needs to start planning the next steps and to work on what was discussed at this workshop. Ms. Amir-Lin asked if there will be some sort of preliminary memo of what was discussed. Mr. Rosen stated yes and that at the meeting on Wednesday night the committee will start this process. He noticed that there were some common themes so those will need to be culled out first.

Mr. Rosen stated there are some groups of people in Town who believe that the District should have a say in the planning and development in Town and that there is still some convincing in Town that it's not the District's role. Mr. Mostoller stated that with a shared vision and partnerships with other Boards this will help with clarifying the roles of the different departments in Town.

Mr. Parenti moved to adjourn the meeting at 9:30 PM and it was unanimously approved.

**STANDARD FORM
PURCHASE AND SALE AGREEMENT DRAFT 10.11.18**

This _____ day of October, 2018

1. PARTIES
AND MAILING
ADDRESSES

Phoebe M. Conant, Personal Representative of the Estate of Brewster Conant with an address of 151 Nagog Hill Road, Acton, MA 01720

hereinafter called the SELLER, agrees to SELL and
Water Supply District of Acton, a Massachusetts Water District with an address of 693 Massachusetts Ave, P.O. Box 953 Acton, MA 01720

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

Land located at 585 Main Street, Acton, MA consisting of 11.23 acres of raw land, more fully described in deed recorded in Middlesex South District Registry of Deeds, Book 10678, Page 299 and shown on a plan of land to be filed with the deed..

3. BUILDINGS,
STRUCTURES
IMPROVEMENTS,
FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, if any, and all existing trees, forestry and water.

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) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement;
- (e) Easements, restrictions and reservations of record if any;
- * (f) None.

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 Certification of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is One Million Ninety-Five Thousand dollars (\$1,095,000.00)

dollars, of which

\$ 9,000.00 have been paid as a deposit this day and

\$ 1,000.00 was paid previously with the Offer to Purchase Real Estate and

\$1,085,000.00 are to be paid at the time of delivery of the deed in cash, or by wire,
_____ certified cashier's, treasurer's or bank check(s).

\$1,095,000.00 TOTAL

8. TIME FOR
PERFORMANCE;
DELIVERY OF

Such deed is to be delivered at 10:00 o'clock AM on the 30th day of November, 2018 at the Middlesex South Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

DEED

9. POSSESSION AND CONDITION 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 use and wear thereof excepted, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with 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 resolve 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 time period of thirty days. For purposes hereof, the exercise of reasonable efforts by SELLER shall not require the expenditure of more than five thousand dollars (\$5,000.00), exclusive of amounts required to pay off seller's mortgages, monetary encumbrances or governmental liens.
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 the 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 purpose, then, at BUYER'S election any payments made under this agreement 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.
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, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
 - (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED The acceptance and recording of the 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.
14. USE OF MONEY TO CLEAR TITLE To enable the SELLER to make conveyance as herein provided, the SELLER may, 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 to be procured are recorded simultaneously with the delivery of said deed.
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 | \$ |
16. ADJUSTMENTS Collected rents, mortgage interest, water and sewer use charges, and taxes for the then current fiscal year, shall be apportioned and shall be adjusted, 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 there-after 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 A Broker's fee for professional services of \$ _____ is due from the SELLER to _____
~~The Broker(s) herein, but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one half the amount so retained or an amount equal to the Broker(s) fee for professional services according to this contract, whichever is the lesser.~~
19. BROKER(S) WARRANTY The Broker(s) named herein warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT All deposits made hereunder shall be held in escrow by Kotin, Crabtree & Strong, LLP as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER or may submit this matter to a court of law as to the final disposition.
21. BUYER's DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole remedy at law or in equity. The BUYER and SELLER agree that damages resulting from the BUYER's failure to perform as herein agreed are difficult to determine and that the amount of the deposit is a fair and reasonable estimate of the damages the SELLER may expect to incur in the event of a breach. In reaching this agreement as to liquidated damages, the BUYER acknowledges that the BUYER has considered the likelihood that the actual amount of damages later determined may be greater or lesser than the stipulated amount and that the premises may be sold by the SELLER, shortly after a default, to another person at a substantially higher or lower price than the BUYER had agreed to pay. The provisions of this clause shall survive delivery of the deed.
22. RELEASE BY HUSBAND OR WIFE The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interest in said premises.
23. BROKER AS PARTY ~~The Broker(s) named herein join(s) in this agreement and become(s) a party hereto insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.~~
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 not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE
26. MORTGAGE CONTINGENCY CLAUSE There is no financing contingency as part of this transaction.

27. CONSTRUCTION OF AGREEMENT This instrument, executed in multiple counterparts, is to or construed as a Massachusetts contract, is to 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 canceled, 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, 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 in inaccessible to children under six years of age.~~
29. SMOKE DETECTORS The SELLER shall, at the time of the 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 initialed riders, if any, attached hereto, are incorporated herein by reference.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED
LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

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

SELLER:

Estate of Brewster Conant

By: _____
Phoebe M. Conant, Personal Representative

BUYER:

Water Supply District of Acton
By its Commissioners,

By: _____
Ronald R. Parenti

Stephen C. Stuntz

Erika Amir-Lin

RIDER TO PURCHASE AND SALE AGREEMENT

SELLER: Phoebe M. Conant, Personal Representative of the Estate of Brewster Conant

BUYER: Water Supply District of Acton

PREMISES: 11.23 Acres Located at 585 Main Street, Acton, MA 01720

DATE: October ____, 2018

31. Notice. Any and all notices or other communications required or permitted by this Agreement to be served on or given to any party hereto by any other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of personal service, three (3) days after deposit in the United States Mail, first class, certified, postage prepaid, or one business day after deposit with a reputable overnight courier, addressed to the respective parties at the following addresses:

IF TO BUYER: Water Supply District of Acton
Attn: Chris Allen, District Manager
693 Massachusetts Avenue, P.O. Box 953
Acton, Massachusetts 01720

WITH A COPY TO: Mary E. Bassett, Esquire
McWalter, Barron & Boisvert, P.C.
30 Monument Square
Concord, Massachusetts 01747

IF TO SELLER: Phoebe M. Conant, Personal Representative
151 Nagog Hill Road
Acton, Massachusetts 01720

WITH A COPY TO: Dolph J. Vanderpol, Esq.
Kotin, Crabtree & Strong, L.L.P.
One Bowdoin Square
Boston, Massachusetts 02114
Tel: (617) 227-7031
Fax: (617) 367-2988

Notwithstanding the foregoing, notice shall be deemed duly served and given when faxed or e-mailed to the attorney for the party to whom it is directed. The parties hereto agree that faxed, e-mailed and other forms of electronic signatures used for this Agreement, as well as any amendments to or extensions hereof shall be deemed to be as fully binding and effective as original "live" signatures.

32. Real Estate Broker. Buyer and Seller represent and warrant to each other that neither has contacted any real estate broker in connection with this transaction and that Buyer was not directed to Seller as a result of any services or facilities of any real estate broker. Buyer and Seller agree to hold each other harmless from and indemnify each other against all damages, claims, losses and liabilities, including legal fees incurred in defending against such damages, claims, losses and liabilities, arising out of or resulting from the failure of such representation and warranty. This provision shall survive the closing hereunder.
33. Interest on Deposits. The deposits referred to in paragraph 20 of this Agreement will not be held in an interest bearing escrow account.
34. Condition of Premises. Buyer acknowledges that Buyer has inspected the premises which are the subject of this Agreement and has had full and sufficient opportunity to have all aspects of the premises thoroughly inspected by persons of Buyer's selection, that Buyer is satisfied with the results of such inspections, and that Buyer agrees to purchase the premises in their "as is" condition. With respect to the physical condition of the premises, Buyer relies solely upon such inspections and not upon any other representations made or implied by Seller or Seller's agents. The provisions of this paragraph shall survive delivery of the Deed.
35. Documents at Closing. Seller agrees to execute at closing the usual and customary documents reasonably required by Buyer or Buyer's lender (if any), including, without limitation, a Settlement Statement, a 1099s Affidavit, a FIRPTA Affidavit, and a Title Insurance Affidavit.
36. FIRPTA. Seller hereby warrants and represents that Seller is not a "foreign person" as defined by the Internal Revenue Code ("IRC"), Section 1445, and that Seller will produce or execute at closing an affidavit or certificate in compliance with IRC Section 1445(b)(2) and the applicable regulations thereunder. The provisions of this paragraph shall survive the delivery of the deed hereunder.
37. Access. The Buyer will be permitted reasonable access to the premises between the date of execution of this Agreement and the date of closing, as long as such access is at reasonable times and after giving reasonable prior notice to Seller.
38. Counterparts and Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one (1) Agreement. The signature pages from such counterparts may be detached from and reattached to other counterparts in order better to evidence the execution of this Agreement by all of the parties hereto.
39. Water District Purchases. By the signatures hereto of Buyer and Seller, each acknowledges, understands and agrees that the Buyer's performance hereunder is contingent upon compliance by the parties hereto with all Massachusetts laws relating to real estate purchases by Massachusetts water districts, including but not limited to G.L. Ch. 40, sec. 14, et seq. Pursuant to its duties as a water district under the provisions of Chapter 40 and Chapter 79 of the General Laws, the Seller hereby acknowledges that it is the Buyer's intent to take the property by an order of taking, and the Seller consents thereto but does so on the condition that

the price to be paid to the Seller in exchange for such taking shall be the Purchase Price stated herein and that the Buyer will notify the Seller promptly upon the occurrence of said taking.

BUYER:
Water Supply District of Acton

SELLERS:
Estate of Brewster Conant

By: _____
Ronald R. Parenti

By: _____
Phoebe M. Conant, Personal Representative

Stephen C. Stuntz

Erika Amir-Lin