

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
NORTHBRIDGE TOWN HALL
7 MAIN STREET - WHITINSVILLE, MA 01588
December 19, 2016 AT 7:00 PM**

PLEDGE OF ALLEGIANCE

I. APPROVAL OF MINUTES

A. 1) November 7, 2016 **2)** November 21, 2016 **3)** December 5, 2016 Executive Session

II. PUBLIC HEARING

II. APPOINTMENTS/By the Board of Selectmen

B. Record Access Officers: 1) Doreen Cedrone, Town Clerk [Super Records Access Officer]
2) Walter Warchol, Police Chief [Records Access Officer]
3) Timothy Labrie, Police Lieutenant [Records Access Officer]
4) Kristen Ferrante, School Dept. [Records Access Officer]

IV. CITIZENS' COMMENTS/INPUT

V. DECISIONS

C. 2017 Miscellaneous License Renewals [Common Victualler, Class II, Class III, Automatic Amusement Devices, Entertainment, etc.]/Vote to approve subject to the payment of all monies due the Town
D. 2017 Annual Liquor License Renewals/Vote to approve subject to the payment of all monies due the Town
E. Proposed Sewer rates for January 1, 2017
F. Community Compact –Economic Development Grant/Vote to authorize the Chairman of the Board of Selectmen to sign Contract Agreement with State for the \$25,000.00 grant awarded to Northbridge for the preparation of an Economic Development Strategic Plan; funds to be expended under the general direction of the Community Planning & Development Office
G. Shining Rock Drive (remaining portion of)/Vote to accept deed as authorized by Town Meeting [Article 11 –FATM 2016]
H. Riverdale Cemetery Deed/Jean E. Morin [Lot No. 601, Willow Ave]
I. Pine Grove Cemetery Deed/Kathleen Veroude [Lot 160, Forest Ave West]

VI. DISCUSSIONS

J. Whitinsville Water Company radio meter transmitter program update/Present: Randy Swigor
K. Summer Parks and Recreation Program
L. Other Post-Employment Benefits (OPEB) Trust Agreement

VII. TOWN MANAGER'S REPORT

M.1) American Automobile Association Safety Award
2) Blackstone River Valley National Historic Park Update
3) Needle Dispensary
4) Evergreen Wreath

VIII. SELECTMEN'S CONCERNS

IX. ITEMS FOR FUTURE AGENDA

X. CORRESPONDENCE

XI. EXECUTIVE SESSION

Town Clerk: 2 Hard copies	<input type="checkbox"/>
Town Clerk: E-mail hard copy	<input type="checkbox"/>
Web: Post time-stamped copy	<input type="checkbox"/>

THIS AGENDA IS SUBJECT TO CHANGE

**BOARD OF SELECTMEN'S MEETING
November 7, 2016**



A meeting of the Board of Selectmen was called to order by Chairman James Marzec at 7:00 PM, Northbridge Town Hall, 7 Main Street, Whitinsville, MA. Present: Messrs. Ampagoomian, Melia, Marzec and Nolan. Selectmen Athanas was absent and it is duly noted. **Also Present:** Theodore D. Kozak.

The Pledge of Allegiance was recited by those present

APPROVAL OF MINUTES

1) **October 3, 2016.** A motion/Mr. Ampagoomian, seconded/Mr. Melia to approve the October 3, 2016 minutes as presented with the readings omitted. Vote yes/Messrs. Ampagoomian, Marzec, and Melia. Abstain: Mr. Nolan. 2) **October 17, 2016.** A motion/Mr. Nolan, seconded/ Mr. Ampagoomian to approve the October 17, 2016 minutes as presented with the readings omitted. Vote yes/Messrs. Ampagoomian, Marzec, Melia, and Nolan. 3) **October 25, 2016 (FATM).** A motion/Mr. Ampagoomian seconded/Mr. Melia to approve the October 25, 2016 (FATM) as presented with the readings omitted.

PUBLIC HEARING/None

RESIGNATIONS:

Leon Duquette, Council on Aging. Senior Center Director Kelly Bol stated that Mr. Duquette decided to resign from his position after serving over 10 years as Secretary on the Council of Aging. Ms. Bol stated that his service and dedication to the Board will be greatly missed. A motion/Mr. Melia, seconded/Mr. Ampagoomian to accept the resignation of Leon Duquette. Vote yes/Messrs. Ampagoomian, Marzec, Melia and Nolan. **Sidney Koopman, Associate Member, Council on Aging.** Ms. Bol noted Mr. Koopman was a Council member since 1997. In 2010, he stepped down as a full board member but remained an Associate Board member since. Mr. Koopman's 19 years of service is greatly appreciated. A motion/Mr. Melia, seconded/Mr. Ampagoomian to accept the resignation of Sidney Koopman. Vote yes/Messrs. Ampagoomian, Marzec, Melia, and Nolan.

NOTICE OF VACANCY - Council on Aging: Ms. Bol shared the sad news that Ms. Phyllis DiPalma, Vice Chairman of the Council on Aging, passed away on October 16, 2016. She then read aloud a tribute to Ms. DiPalma expressing her gratitude for Ms. DiPalma's dedication to the Town of Northbridge. The Board then acknowledged Ms. DiPalma's passing.

CITIZENS' COMMENTS/INPUT - Local Business Spotlight: David Gunness, President, Fulcrum Acoustics, 670 Linwood Avenue (Linwood Mill). Mr. Gunness started his presentation by providing some background information about his company, Fulcrum Acoustics, which was founded in 2008. It is a professional loudspeaker manufacturer known for its unique approach to loudspeaker design. Fulcrum Acoustic overcomes common loudspeaker performance limitations by treating advanced DSP algorithms as integral to their designs. The result is loudspeakers that provide stunning output and unmatched clarity even at high SPLs, in the smallest enclosures possible. All aspects of Fulcrum products are designed with the customer in mind: enclosure shapes to complement various architectural styles, thoughtfully designed mounting hardware for ease of installation, and factory-verified processor settings for nearly every professional digital signal processing (DSP) platform. Fulcrum has garnered attention in the crowded professional audio market by manufacturing high quality, high performing products in the U.S. and offering customers the most responsive technical support in the industry. Continuing, Mr. Gunness explained that the shop began in 2008, with two employees and a CEO, who was located in Rochester, NY. In 2009, the manufacturing part began and since then the growth of the company has been steady. In the beginning of 2016, expansion began and the manufacturing company could not keep up with the demand, which led to Fulcrum creating their own wood shop. Mr. Gunness stated that over the last 2 years, Fulcrum has grown

about 50% each year. More information can be found at www.fulcrum-acoustic.com. Selectman Ampagoomian asked about his experience in obtaining permits from the Town. Mr. Gunness replied that it took a long time and set the process back about 6 weeks while waiting for the permits to be approved. Mr. Gunness stated that it was also a confusing process since the Building Inspector insisted there be a general contractor involved. He said that the Building Inspector initially stated that he would let the company act as the General Contractor but when it was time to sign off he retracted his statement stating he was not comfortable with doing that. Mr. Gunness reiterated they were confused by this as they assumed there would be clear rules regarding the permit requirements.

John Killeen: Riverdale Street issues [water trucks]. Mr. Killeen, 54 Delmar Drive, explained that he was representing his mother-in-law, Shirley Small, who lives at 58 Riverdale Street. Mr. Killeen is seeking a possible restriction to the existing permit related to Riverdale Water Company, LLC. Mr. Killeen stated the water trucks that enter and leave the site on Riverdale Street are running on just about a 24-7 basis including weekends and holidays, not to mention the damage to the foundations of people's nearby homes. Mr. Killeen asked the Board to put restrictions in place as far as limiting the hours the water trucks can operate at the site removing water to during normal business hours. He explained the reason for the request was due to the continuous disturbances to the residents on Riverdale Street in the middle of the night. He noted there have been several complaints made to the town.

2017 Selectmen's Meeting Schedule/Vote to approve. A motion/Mr. Ampagoomian, seconded/Mr. Melia to approve the 2017 Selectmen's Meeting Schedule. Vote yes/Messrs. Ampagoomian, Marzec, Melia, and Nolan.

2017 Holiday Schedule/Vote to approve. A motion/Mr. Nolan, seconded/Mr. Ampagoomian to approve the 2017 Holiday Schedule. Vote yes/Messrs. Ampagoomian, Marzec, Melia, and Nolan.

Daniel O'Neill /Vote to accept monetary donations for the Fire Department, Police Department, and Veteran's Services. A motion/Mr. Nolan seconded, Mr. Ampagoomian to accept a monetary donation in the amount of \$150 as follows: \$50 for the Fire Department, \$50 for the Police Department, and \$50 for Veteran's Services. Vote yes/Messrs. Ampagoomian, Marzec, Melia, and Nolan.

Fuel Efficient Vehicle Policy / Vote to adopt. Town Manager Kozak explained that one of the requirements for being designated as a Green Community, is for the Town to adopt a Fuel Efficient Vehicle Policy along with an Energy Reduction Plan. He stated the Fuel Efficient Vehicle Policy was reviewed with the Public Safety departments as well as the DPW. Currently, the Town is fairly close to complying with all of the requirements of the policy. Mr. Kozak pointed out that any new vehicles purchased in the future that are not Public Safety vehicles will also have certain requirements. He also mentioned that part of the Fuel Efficient Vehicle Policy is an anti-idling policy. This policy applies to non-Public Safety vehicles and prohibits such vehicles from idling. Selectman Ampagoomian asked if the policy included any required maintenance plan to be completed. Highway Superintendent Jamie Luchini explained that the thresholds were for the fuel economy of the vehicles. Selectman Melia mentioned that Mr. Kozak stated the Ford Explorers are incorporated under the policy. Mr. Kozak confirmed that Ford Explorers from 2011 to 2016 are allowed and pass the threshold. There being no further discussion, a motion/Mr. Melia, seconded/Mr. Nolan to adopt the Fuel Efficient Vehicle Policy. Vote yes/Messrs. Ampagoomian, Marzec, Melia, and Nolan.

Energy Reduction Plan / Vote to adopt. Mr. Kozak explained that to be a Green Community, we are asked to reduce our energy use over 5 years by 20%. There being no further discussion, a motion/Mr. Melia, seconded/Mr. Nolan to adopt the Energy Reduction Plan. Vote yes/Messrs. Ampagoomian, Marzec, Melia, and Nolan.

Building Planning & Construction Committee [BPCC] / DPW Facility Update / Present: Michael Beaudoin, Chairman, BPCC. Chairman Beaudoin explained that the BPCC is currently in the design phase of the DPW Facility project, which is tediously slow. Mr. Beaudoin stated that the packet of information given to all Select Board members includes all the bells and whistles that could possibly be included in the design. He explained that once the scope is validated, they will be placing an estimate and there is a reduction within it, as needed, to work according to budget. He also noted that there is a threshold of \$60,000 for renovations so the cost cannot exceed that amount without doing an entire new code required update. Mr. Beaudoin explained that amount of money would do very little in the existing building. Small scale work will be completed to the exterior of the building. Design costs have been reduced by 30%-40% for the new building since there will not be any existing validations required. Mr. Beaudoin explained that by the end of this month the design documents should be complete. He also announced that next Thursday there will be a meeting with the designers to make any changes or corrections. Drawings should be 100% complete by February and ready for bidding cycles, which should begin in February. Mr. Beaudoin stated that the goal is to be up and running for spring. Selectman Melia asked when the bids would be opened. Mr. Beaudoin explained that bids would begin in February and be opened sometime in March of 2017. Selectman Ampagoomian asked if the bay for the floor lift would accommodate the Fire Apparatus. Highway Superintendent Mr. Luchini replied that the lift was a 36,000 lb. lift, which is basically for 6 wheelers. Mr. Luchini explained that the length of the fire trucks would not fit. Selectman Melia mentioned in the past there was discussion regarding the maintenance of other town vehicles being performed by the DPW staff. Selectman Nolan asked about the height of the bay doors and if fire apparatus would be able to get in if needed. Mr. Luchini replied yes.

TOWN MANAGER'S REPORT/1) Public Forum - Local Historic District (Whitinsville) Tuesday, November 15, 2016 (6 PM –Town Hall). - Attendees will participate in a roundtable discussion to gauge public support, review potential boundaries of a historic district, and identify next steps. **2) Highway Safety Grant** - The Executive Office of Public Safety and Security (EOPSS) has awarded the Town a \$7,500 Traffic Enforcement grant specifically for the Police Department. The Traffic Enforcement grant includes the use of organizations such as “click it or ticket” and “drive sober or get pulled over.” This grant program is intended to increase road safety and decrease motor vehicle fatalities. **3) State Election Update** - Early voting is now complete. It was a success thanks to the Town Clerk’s Office and assistance from Election Workers. Early Voting commenced on Monday, October 24, 2016 and concluded with extended hours on Friday, November 4, 2016. Mr. Kozak reminded everyone that there is a 5th question on the ballot for a capital exclusion for the fire truck and the Rockdale World War I monument. Voting will take place on Tuesday, November 8, 2016 from 7 AM - 8 PM at the High School Field House. **4) Economic Development Conference** - The Economic Development Conference was held at the DCU Center in Worcester, which included various workshops for communities to learn more about what the State is providing. The Town Manager will be working with Mr. Bechtholdt through the process for the Community Compact Program. **5) Needle Disposal Update** - A meeting was held with the Police, Fire, and Board of Health departments regarding the needle disposal program. The Town is going forward with the purchase of the necessary dispensers to become a drop-off location for sharps. The program will be activated within the next 6-8 weeks. Jeanne Gniadek, Board of Health Administrator, will be providing a brochure, which will be available for the public.

SELECTMEN'S CONCERNS Selectman Melia/1) Sent his condolences to the family of retired Uxbridge Police Sergeant Paul Mulrenin who passed away last week. Paul was a long-time Northbridge resident and a great Police Officer and he will be greatly missed. **2)** Commended the Conservation Commission on keeping the Board of Selectmen updated on the tree-clearing issue. **Selectmen Ampagoomian/1)** Reported that yard sale signs are being posted on private property. He stated there have been signs with red duct tape posted all over Town and one sign in particular was posted over a speed limit sign. Mr. Ampagoomian stated that he turned that sign in to the Police Department, who is going to conduct an investigation. He also reminded those resident who hold yard sales to ask permission before posting

signs on private property and to remove the sign in its entirety once the yard sale is over. **2)** Asked if the Board could submit a request to transfer the payment of a streetlight from a resident to the Town. Town Manager Kozak stated he would forward the information to the Safety Committee. **3)** Stated that the utility boxes in Linwood will be repaired and fixed on Wednesday. **4)** Asked what the Town can do to streamline the permitting process for new and existing businesses to incorporate all the Departments. Town Manager Kozak stated that the streamlining process has been attempted but there have been some issues. Town Manager Kozak explained the process is still in the works. **Chairman Marzec/1)** Sent his condolences to William Mello and his family on the passing of Phyllis DiPalma. **2)** Asked to follow up on the vacant building on Route 122. **3)** Explained that additional information should be shared with residents on the Community Electricity Aggregation program.

A motion/Mr. Ampagoomian, seconded/Mr. Nolan to adjourn the public meeting. Vote yes/Messrs. Ampagoomian, Marzec, Melia, and Nolan.

Meeting Adjourned: 7:51 PM

Respectfully submitted,

James Athanas, Clerk

/mjw

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING - OPEN SESSION

November 7, 2016

- I. APPROVAL OF MINUTES**
 - A. 1) October 3, 2016**
 - Copy of October 3, 2016 minutes
 - 2) October 17, 2016**
 - Copy of October 17, 2016 minutes
 - 3) October 25, 2016 (FATM)**
 - Copy of October 25, 2016 (FATM) minutes
- II. PUBLIC HEARING**
- III. APPOINTMENTS/Resignations:**
 - B. 1) Leon Duquette, Council on Aging**
 - Copy of a letter of regret from Leon Duquette resigning from the Council on Aging
 - 2) Sidney Koopman, Associate Member, Council on Aging/No documentation**
 - 3) Phyllis DiPalma (Vacancy) Present: Kelly Bol, Senior Center Director/No documentation**
- IV. CITIZENS' COMMENTS/INPUT: Local Business Spotlight: David Gunness, President, Fulcrum Acoustics, 670 Linwood Avenue, Whitinsville [Linwood Mill] / No documentation**
 - C. John Killeen: Riverdale Street issues [water trucks]/No documentation**
- V. DECISIONS**
 - D. 2017 Selectmen's Meeting Schedule/Vote to approve**
 - Copy of 2017 Selectmen's meeting schedule
 - E. 2017 Holiday Schedule/Vote to approve**
 - Copy of Holiday and special dates schedule
 - F. Daniel O'Neill /Vote to accept monetary donations for the Fire Department, Police Department, and Veteran's Services**
 - Copy of letter regarding donations
 - G. Fuel Efficient Vehicle Policy / Vote to adopt**
 - Copy of Fuel Efficient Vehicle Policy
 - Copy of Anti-idling policy
 - GG. Energy Reduction Plan / Vote to adopt**
 - Copy of Energy Reduction Plan
- VI. DISCUSSIONS**
 - H. Building Planning & Construction Committee / DPW Facility Update / Present: Michael Beaudoin, Chairman**
 - Copy of DPW Project Schedule

VII. TOWN MANAGER'S REPORT

**I. 1) Public Forum -Local Historic District (Whitinsville) Tuesday, November 15, 2016 (6 PM
-Town Hall)**

-Copy of Public Forum notice

2) Highway Safety Grant

-Copy of Newspaper article regarding Highway Safety Grants

3) State Election Update/No documentation

4) Economic Development Conference/No documentation

5) Needle Disposal Update

-Copy of Safe Disposal of Sharps & Prescription Medication pamphlet

VIII. SELECTMEN'S CONCERNS/No documentation

IX. ITEMS FOR FUTURE AGENDA / None

X. CORRESPONDENCE /None

XI. EXECUTIVE SESSION / None

A2.

BOARD OF SELECTMEN'S MEETING
November 21, 2016

JOINT MEETING WITH THE NORTHBRIDGE HOUSING AUTHORITY

A joint meeting of the Board of Selectmen and the Northbridge Housing Authority was called to order by Chairman James Marzec at 7:00 PM, Northbridge Town Hall, 7 Main Street, Whitinsville, MA. Present: Messrs. Ampagoomian, Athanas, Melia, Marzec and Nolan. **Also Present:** Theodore D. Kozak, and Housing Authority Members: Shelly Buma, John O'Brien, and John Shannahan.

The Pledge of Allegiance was recited by those present

APPROVAL OF MINUTES/None

PUBLIC HEARING: 7:05 PM / FY'17 Tax Rate Classification Hearing / Present: Robert Fitzgerald, Principal Assessor. Chairman Marzec read aloud the public hearing notice regarding the FY'17 Tax Rate Classification hearing. A motion/Mr. Ampagoomian, seconded/Mr. Nolan to open the public hearing. Roll Call Vote: Mr. Ampagoomian/Yes, Mr. Athanas/Yes, Mr. Melia/Yes, Mr. Nolan/Yes, and Mr. Marzec/Yes. Mr. Fitzgerald advised that the classification hearing allows the Selectmen to decide whether or not to shift the tax burden between classes of properties. Mr. Fitzgerald explained that shifting the tax rate would not increase revenues for the community it would simply shift the burden of taxes to another class. Mr. Fitzgerald stated that there were 3 options: **(1) Residential Factor (Split Tax Rate).** The Board of Selectmen has the option to select a residential factor of "1" or less. If a factor of "1" is selected there would be a single tax rate for all residential, commercial, industrial and personal property. If a factor of less than "1" is adopted, there would be a shift from the residential property class to the commercial, industrial and personal property classes. **(2) Residential Exemption.** The Board of Selectmen may adopt a residential exemption of up to 20% of the average assessed value of all properties other than commercial, industrial and personal property. The properties must be owner-occupied. All properties assessed below the town average (\$284,000) would have a reduction in taxes. Properties assessed above the town average including residential non-owner occupied properties and unimproved land would have a higher tax rate. Mr. Fitzgerald noted that this option is mostly popular in cities that have a high amount of apartment owners. The Board of Assessors did not recommend adopting this option since it is more need-based. **(3) Small Commercial Exemption.** Any business operating as of January 1, 2016, with less than ten employees and having a total assessed value of less than one million dollars would be eligible. The savings of the eligible taxpayers will be borne by the commercial and industrial properties that are ineligible as well as vacant commercial and industrial parcels. The Board of Assessors did not recommend adopting this option since it is need-based. The Board of Assessors did not believe it was fitting to split the tax rate due to the high amount of residential property in Northbridge and thus they did not vote in favor of a split tax rate. Selectman Melia questioned if over the last few years has there been an increase in building permits for single family homes. Mr. Fitzgerald replied yes, there has been an increase and values began to rise in 2014. A motion/Mr. Melia, seconded/Mr. Ampagoomian to close the public hearing. Vote yes/Unanimous. There being no action taken Chairman Marzec stated that the tax rate would remain a single rate.

APPOINTMENTS/By the Board of Selectmen: B. 1) Safety Committee: Catherine Stickney, School Supt. [School Committee Designee]/Vote to appoint. A motion/Mr. Melia, seconded/Mr. Ampagoomian to appoint Catherine Stickney as the School Committee Designee on the Safety Committee. Vote yes/Unanimous. **2) Safety Committee: Melissa Walker, School Business Manager [Alternate School Committee Designee]/Vote to Appoint.** A motion/Mr. Melia, seconded/Mr. Ampagoomian to appoint Melissa Walker as the Alternate School Committee Designee on the Safety Committee. Vote yes/Unanimous. **C. Joint Appointment by the Board of Selectmen and Northbridge Housing Authority: [1 vacancy]. Candidate 1. Kathleen Charbonneau / Candidate 2. Christina Simonian.** John

Shannahan, Chairman of the Northbridge Housing Authority was present and opened the Housing Authority Meeting. Christina Simonian was present and introduced herself. Ms. Simonian stated she believes it would be wonderful to be a part of the Housing Authority Board. Ms. Simonian stated that she has been living at the Housing Authority for five years and has a lot to bring to the table. Selectman Melia asked if candidate 2 was going to be present tonight and explained he felt it best to wait to make a decision until the Board of Selectmen were able to hear from her as well. Ms. Buma stated that Candidate 1 was not able to attend due to a medical incident. The Board of Selectmen deferred this item to a future meeting when Candidate 1 is available to attend along with the Housing Authority Board members. No action was taken.

RESIGNATIONS: Roland Hachey, Conservation Commission. A motion/Mr. Ampagoomian, seconded/Mr. Nolan to accept Mr. Hachey's resignation and send a letter of appreciation for his service. Vote yes/Unanimous.

CITIZENS' COMMENTS/INPUT/None

Operation Graduation/Request permission to hold a Boot Drive at Memorial Square on Saturday, April 8, 2017 from 9 AM to 1 PM to benefit the Class of 2017. Present: Valerie Nowlan. Ms. Nowlan stated the first boot drive for Operation Graduation to benefit the Class of 2017 was very successful so the committee decided to request a 2nd Boot Drive for the same purpose. A motion/Mr. Melia, seconded/Mr. Athanas to grant permission to Operation Graduation to hold a Boot Drive at Memorial Square on Saturday, April 8, 2017 from 9 AM to 1 PM to benefit the Class of 2017. Chairman Marzec asked how much money was made from the first boot drive and Ms. Nowlan answered they made over \$1,800. Vote yes/Unanimous.

Winter Parking Ban [December 1, 2016 to April 1, 2017] / Vote to approve. A motion/Mr. Ampagoomian, seconded/Mr. Melia to approve the winter parking ban from December 1, 2016 to April 1, 2017. Vote yes/Unanimous.

Riverdale Street issues [truck traffic]. Chairman Marzec explained that the constituents who appeared at a previous meeting spoke under Citizen's Comments regarding truck traffic on Riverdale Street, to which the Board was not able to ask questions or have a discussion on the topic. Continuing, Chairman Marzec stated he requested this item be placed on the agenda in hopes of resolving the truck traffic issue. Town Manager Kozak explained that there was a legal question of whether the road is private or public. Upon further review of the records of the Town Clerk, there is no indication that the road is a public road. Being that it is a private road and the Board of Selectmen's authority differs than were it a public road, the Selectmen could vote to regulate it but it would require all abutters to agree to the regulation. Town Manager Kozak explained that there is an earth removal permit, which limits the hours of operation. He also had a conversation with Mr. Knott of Riverdale Mills, and Mr. Knott assured Town Manager Kozak that he has made orders to his trucking company not to allow travel after 7 PM or 8 PM on weekday evenings and Sunday's too. Town Manger Kozak said that there were no Police logs of trucks passing after hours, not to say it hasn't happened but there have been no reports of it. Ms. Killeen, 55 Delmar Drive, Whitinsville, asked what his permit for selling water states as far as the hours of operation. Mr. Kozak explained that the water selling permit is through the State. He also noted that Mr. Sheehan, the Town's Building Inspector, stated to him that Mr. Knott was complying with the zoning regulations. Chairman Marzec mentioned it may be worthwhile if the constituents were to put a letter together and send it to Mr. Knott asking for the hours to be adjusted to an agreeable schedule. Mr. Killeen, 55 Delmar Drive, Whitinsville, asked that if they were to compose a letter would the Board also agree to sign the letter. Chairman Marzec stated that he would be willing to sign on behalf of the citizens. Town Manager Kozak stated that he as well would be willing to sign the letter to at least recognize the issue. Mr. Athanas asked if an opinion from the Zoning Board could be provided on the zoning and the legality of the situation. Mr. Kozak stated he will ask the Zoning Board to put something together with the requested information and he will share it with the Board of Selectmen, Mr. and Mrs. Killeen. Selectman Melia asked if the constituents felt as though Mr. Knott was

complying with the earth removal permit and if the water trucks are the only issue. Mr. Killeen stated that the earth removal has been violated as well and trucks have been down the road before 7 AM, which have been logged with the Police Department by many neighbors. Ms. Killeen stated that her mother, a resident of Riverdale Street, has had to shovel dirt away from the mailbox. Selectman Melia explained that dirt spilling over the tops of trucks is a criminal violation and should be reported to the police and stated the Police Department should be called to log the incident. Mr. Melia explained that debris spilling over the top would give reason to pull the truck over and rectify the situation. Chairman Marzec mentioned that the Board could put restrictions on or revoke the earth removal permit if necessary. Ms. Small, 58 Riverdale Street, Whitinsville, said that on Veteran's Day they were hauling sand. Ms. Small mentioned that there are currently "no passing" signs posted. She also pointed out that during the summer the water trucks go by as early as 7 AM and as late as 10 PM and they are over-filled. She further explained that the water removal is causing air in her line, which should not be happening. Selectman Melia stated he believed it would be best if a meeting could be set with Mr. Knott to attempt to rectify the issues with the neighbors rather than to look into another by-law. The Board agreed to have Mr. Kozak to set up a meeting with Mr. Knott.

TOWN MANAGER'S REPORT/1) Small Business Saturday -The Blackstone Valley Chamber of Commerce is sponsoring "Small Business Saturday" on Saturday, November 26th, from 10AM to 4PM. Downtown businesses will be participating in the Shop Small event. We hope that residents in the Valley will participate and support local businesses. **2) Silver Medal Award [Early Voting]** - The Massachusetts Election Modernization Coalition honored Northbridge with a Silver Medal Award for offering one weeknight of evening voting each week and four or more hours of weekend voting prior to the Presidential Election. He also thanked the voters for supporting Question 5 for a new Fire Department pumper truck and for the renovation/repair of the World War I Memorial in Rockdale. **3) Massachusetts School Building Authority Meeting** – The Town Manager attended the Mass. School Building Authority meeting in Boston with the Superintendent of Schools, to review the administrative process for conducting an Owner's Project Manager search for the Northbridge School Building Committee. The town was notified that it was approved to move forward with this process. **4) Hazard Mitigation Plan** – The Town Manager attended a hazard mitigation workshop hosted by the Central Massachusetts Regional Planning Commission to update the Town's 5-year mitigation plan in preparation of natural disasters such as flooding and snow storms. We will be working to update the plan with Department Heads who are involved in Public Safety. **5) Solar Project/Ribbon Cutting Ceremony** – The Town Manager attended the Sutton Solar Farm ribbon cutting ceremony, which will commence operation of the solar farm by January 1, 2017. The Town will receive funds for net metering credits to be designated for the Building Maintenance Account.

SELECTMEN'S CONCERNS: **Selectman Athanas/1)** Asked how the Great Hall Project was coming along. Town Manager Kozak explained that the first step was to complete lead and asbestos tests, which required some remediation before going forward. **2)** Asked how much money was in the maintenance account from the Grafton Solar Farm and what are the revenues coming in. Mr. Kozak stated there is about \$75,000 to \$100,000 in the maintenance account and advised the Town gets about \$39,000 per year in revenue. He also mentioned when the Sutton Solar Farm goes online, we will get about \$17,500 per year because the revenue will be split equally between the Towns of Sutton and Northbridge. **3)** Asked if the money in the maintenance fund has been allocated. Mr. Kozak explained the town has been doing maintenance projects with the DPW. **4)** Asked if we had a percentage on the number of residents who voted early. Mr. Kozak replied he believes it was about 20% of voters participated in early voting. **Selectman Ampagoomian/1)** Asked how the Fire Chief hiring process was moving. Town Manager Kozak explained he is currently working with the current Fire Chief on the job description, which will more than likely be posted for the first of the year. **2)** Asked if Town Manager Kozak had an update on the Fire Station. Town Manager Kozak explained that he did not have an update and noted that the BPCC was wrapped up with the DPW Facility. **Selectman Nolan** asked what the time frame is for delivery of the new Fire Truck. Town Manager Kozak replied 6-9 months. **Selectman Melia** wished everyone a safe and happy Thanksgiving.

A motion/Mr. Ampagoomian, seconded/Mr. Nolan to adjourn the public meeting. Vote yes/Unanimous.

Meeting Adjourned: 7:50 PM

Respectfully submitted,

James Athanas, Clerk

/mjw

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING - OPEN SESSION

November 21, 2016

JOINT MEETING WITH THE NORTHBRIDGE HOUSING AUTHORITY

PLEDGE OF ALLEGIANCE

I. APPROVAL OF MINUTES

II. PUBLIC HEARING:

A. 7:05 PM: FY'17 Tax Rate Classification Hearing / Present: Robert Fitzgerald, Principal Assessor

- Copy of Tax Classification hearing memo to Town Manager Kozak
- Copy of Public Hearing notice
- Copy of FY'17 Tax Rate Breakdown
- Copy of percentage shift table
- Copy of Valuation by class pie chart
- Copy of surrounding Town's 2016 tax rates

III. APPOINTMENTS/By the Board of Selectmen:

B. 1) Safety Committee: Catherine Stickney, School Supt. [School Committee Designee]/Vote to appoint - **No documentation**

2) Safety Committee: Melissa Walker, School Business Manager [Alternate School Committee Designee]/Vote to Appoint - **No documentation**

C. Joint Appointment by the Board of Selectmen and Northbridge Housing Authority: [1 vacancy]

Candidate 1. Kathleen Charbonneau

- Copy of letter of interest for the Housing Authority Board

Candidate 2. Christina Simonian

- Copy of letter of interest for the Housing Authority Board

RESIGNATIONS:

D. Roland Hachey, Conservation Commission

- Copy of letter of regret of resignation

IV. CITIZENS' COMMENTS/INPUT

V. DECISIONS

E. Operation Graduation/Request permission to hold a Boot Drive at Memorial Square on Saturday, April 8, 2017 from 9 AM to 1 PM to benefit the class of 2017. Present: Valerie Nowlan

- Copy of letter from Ms. Nowlan requesting permission to hold a Boot Drive
- Copy of Hold Harmless Agreement
- Copy of email from Police Chief Warchol's approval of the Boot Drive

F. Winter Parking Ban [December 1, 2016 to April 1, 2017] / Vote to approve

- Copy of letter from Chief Warchol with the details of the parking ban

VI. DISCUSSIONS

G. Riverdale Street issues [truck traffic]

-Copy of the Earth Removal Board agenda of Monday, November 28, 2016

VII. TOWN MANAGER'S REPORT

H. 1) Small Business Saturday

-Copy of Newspaper article explain the Small Business Saturday

2) Silver Medal Award [Early Voting]

-Copy of article explaining the Early Voting Medals

-Copy of Silver Medal Certificate for providing substantial Early Voting opportunities

3) Massachusetts School Building Authority Meeting - No documentation

4) Hazard Mitigation Plan -No documentation

5) Solar Project/Ribbon Cutting Ceremony -No documentation

VIII. SELECTMEN'S CONCERNS - No documentation

IX. ITEMS FOR FUTURE AGENDA/None

X. CORRESPONDENCE/None

XI. EXECUTIVE SESSION/None

Annual License Renewals

VC

Establishment

Manager/Owner

License Type

Expires Decemeber 31, 2016 - Class II Used Car Dealer License - \$ 50

4K's Auto Exports LLC	Mr. Abdul Kafal	Class II - Used Car Dealer License
Bill's Autobody and Radiator Service	Mr. William Frowein	Class II - Used Car Dealer License
Crothers Tire & Auto Sales	Mr. Thomas Crothers	Class II - Used Car Dealer License
E*Mart Motors, Inc.	Mr. Sam Bayou	Class II - Used Car Dealer License
Elias Motors	Mr. Claude Elias	Class II - Used Car Dealer License
Harbro Sales & Service	Mr. Paul T. Hare	Class II - Used Car Dealer License
J & S Motors, Inc.	Mr. Kurt VandenAkker	Class II - Used Car Dealer License
Jonathan Shenian d/b/a Cappy's Automotive	Mr. Jonathan Shenian	Class II - Used Car Dealer License
Kearns Collision Repair, Inc.	Mr. Thomas F. Colonair, Jr	Class II - Used Car Dealer License
Main Street Auto and Fowing, Inc.	Mr. Robert Cherrier	Class II - Used Car Dealer License
Perry Sales & Service Inc.	Ms. Aimee Rossetti	Class II - Used Car Dealer License
R.E.N. Sales & Service	Mr. Robert E. Nydam	Class II - Used Car Dealer License
Trinity Auto Brokers	Mr. J. William Gifford	Class II - Used Car Dealer License
Valley Transmission Service	Mr. Matthew Reynolds	Class II - Used Car Dealer License

Expires Decemeber 31, 2016 - Class III Motor Vehicle Junk Dealer License - \$ 50

Northbridge Salvage Company	Mr. L. E. Ambrogi	Class III - Motor Vehicle Junk License
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Expires Decemeber 31, 2016 - Automatic Amusement Devices License - \$ 100 (Juke Box \$30)

MLJJ, Inc. d/b/a The Gray Barn	Mr. John H. Mellor	Automatic Amusement Devices License
National Entertainment Network	Ms. Jennifer Hoon	(11) Auto. Amusement Devices License
National Entertainment Network	Ms. Jennifer Hoon	(1) Auto. Amusement Devices License
Roby Dee, LLC d/b/a Valley Pub	Mr. Robert DeDominick	Auto. Amuse. Dev. License [Juke Box]
The Pardee Group, Inc. d/b/a The Grill	Mr. John Pardee	(1) Auto. Amuse Device Lic. [JukeBox]

Expires Decemeber 31, 2016 - Dance Permit - \$12

Jo Ann Warren Studio	Ms. Jo Ann Warren	Dance Permit
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Annual License Renewals

Expires Decemeber 31, 2016 - Common Victualler's License - \$20

Family Wok Inc.	Mr. Jian Chen	Common Victualler's License
Arcade Package Store	Mr. David Wnukowski	Common Victualler's License
Burger King #4688	Mr. John Caito	Common Victualler's License
Charles Berry d/b/a Dotta's Kitchen	Mr. Charles Berry	Common Victualler's License
Corner Pizza Enterprises Inc.	Mr. Ali Boukioud	Common Victualler's License
Crystal Gas	Mr. Mark El Houssan	Common Victualler's License
Cumberland Farms #6682	Attn: Licensing Dept.	Common Victualler's License
Domino's Pizza	Mr. Jeff Dufficy	Common Victualler's License
Dunkin Donuts	Mr. Thomas Denesowicz	Common Victualler's License
Gary's Variety & Spirits	Mr. Harshad Patel	Common Victualler's License
Harry's Famous Pizza	Mr. Odisefs Tsimogiannis	Common Victualler's License
Highland Farms	Mr. Govind Patel	Common Victualler's License
JMJ Endeavors d/b/a Pirates Cove	Mr. Eric Audette	Common Victualler's License
Jubes Family Restaurant	Mr. Richard Joubert, III	Common Victualler's License
King Jade	Mr. Nathan Ng	Common Victualler's License
Knights of Columbus	Mr. John Masterson	Common Victualler's License
Kyoto of Whitinsville, LLC	Mr. Thien Phan	Common Victualler's License
Little Coffee Bean	Mr. Darrell Laws	Common Victualler's License
Luxury Foods, Inc. dba Divine Thai	Ms. Achara Weydt	Common Victualler's License
Macy's Liquors of Whitinsville	Mr. Sook Huynh	Common Victualler's License
Masion de Manger	Ms. Donna Picard	Common Victualler's License
McDonald's Restaurant	Mr. Joseph Spadea	Common Victualler's License
Mill House Wine & Spirits, Inc.	Ms. Alexis Giannopoulos	Common Victualler's License
MLJJ, Inc. d/b/a The Gray Barn	Mr. John H. Mellor	Common Victualler's License
New China Pacific Restaurant	Mr. Jackie Lee	Common Victualler's License
New Ultramart Convenience Store	Mr. Manish Patel	Common Victualler's License
Northbridge House of Pizza	Mr. Amir E. Roufail	Common Victualler's License
Roby Dee, LLC d/b/a Valley Pub	Mr. Robert DeDominick	Common Victualler's License
Samarpan, Inc., 1 Quickstop Conv.	Mr. Bhikhabhai Patel	Common Victualler's License
Sammy's Restaurant	Mr. Sultan Salahuddin	Common Victualler's License
Speedway, LLC #2415	Ms. Rachael Ingham	Common Victualler's License

Annual License Renewals

Expires Decemeber 31, 2016 - Common Victualler's License - \$20 (Con't)

SR Golf Club, LLC	Mr. Louis Papadellis	Common Victualler's License
Subway #35002 [Walmart]	Ms. Dimple A. Desai	Common Victualler's License
Subway Sand. & Salads #7446	Ms. Dimple A. Desai	Common Victualler's License
The 87 Diner	Ms. Margaret Gagner	Common Victualler's License
The Donut Shop	Chris Mitkonis	Common Victualler's License
The Pardee Group, Inc. d/b/a The Grill	Mr. John Pardee	Common Victualler's License
The Valley Café	Ms. Paulette Ruth	Common Victualler's License
Vera's Mini Mart	Mr. Ashraf Youssef	Common Victualler's License
Village House of Pizza	Mr. George Drosidas	Common Victualler's License
Village Variety	Mr. Ahmad Mustafa	Common Victualler's License
West End Creamery	Mr. Greg VandenAkker	Common Victualler's License
Whitin Community Center	Mr. Heather Elster	Common Victualler's License
Whitinsville Golf Club	Mr. Francis Iannetti	Common Victualler's License
Whitinsville New England Pizza, Inc	Mr. Samy Morcos	Common Victualler's License

Expires Decemeber 31, 2016 - Entertainment License - No fee

Alternatives Unlimited	Ms. Cristi Collari	Entertainment License
Masion de Manger	Ms. Donna Picard	Entertainment License
MLJJ, Inc. d/b/a The Gray Barn	Mr. John H. Mellor	Entertainment License
New China Pacific Restaurant LLC	Mr. Jackie Lee	Entertainment License
Roby Dee, LLC d/b/a Valley Pub	Mr. Robert DeDominick	Entertainment License
SR Golf Club, LLC	Mr. Louis Papadellis	Entertainment License
The Pardee Group, Inc. d/b/a The Grill	Mr. John Pardee	Entertainment License

Expires Decemeber 31, 2016 - Sunday Enertainment License - \$100

Alternatives Unlimited	Ms. Cristi Collari	Sunday Entertainment [Juke Box]
The Pardee Group, Inc. d/b/a The Grill	Mr. John Pardee	Sunday Entertainment

Expires Decemeber 31, 2016 Livery/Operator's License - Livery License \$25 Operator's License \$25

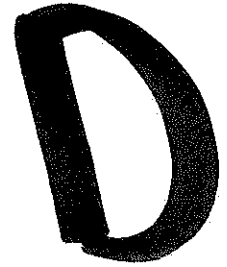
John Guenette dba Prime Time Limo	Mr. John Guenette	Livery/Taxi License
John Guenette dba Prime Time Limo	Mr. John Guenette	Livery/Taxi Operator's License

Annual License Renewals

Expires Decemeber 31, 2016 Livery/Operator's License - Livery License \$25 Operator's License \$25(Con't)

Melinda Demers dba Grafton Taxi	Ms. Melinda Demers	Livery/Taxi License
Melinda Demers dba Grafton Taxi	Ms. Melinda Demers	Livery/Taxi Operator's License
Bull Hound Shuttle	Mr. Raymond Miller III	Livery/Taxi License
Bull Hound Shuttle	Mr. Raymond Miller III	Livery/Taxi Operator's License
Bull Hound Shuttle	Mr. Michael A. Julian	Livery/Taxi Operator's License
Bull Hound Shuttle	Mr. Daniel H. Julian	Livery/Taxi Operator's License

2017 Liquor License Renewals



Establishment	Address	License Type
<i>Expires December 31, 2016 All Alcohol Common Vic- \$1,150</i>		
D and Ng, Inc. / King Jade Resturaunt	1229 Providence Road	All Alcohol Common Vic.
Kyoto of Whitinsville, LLC	185 Church Street Unit 16-4	All Alcohol Common Vic.
Luxury Foods, Inc. dba Divine Thai	123 Church Street	All Alcohol Common Vic.
MLJJ, Inc. d/b/a The Gray Barn	c/o 63 Deer Track Court	All Alcohol Common Vic.
New China Pacific, LLC d/b/a New China Pacific	683 Linwood Ave.	All Alcohol Common Vic.
Sammy's Resturante, LLC d/b/a Sammy's Resturante	2147 Providence Road	All Alcohol Common Vic.
The Pardee Group Inc. d/b/a The Grill	2043 Providence Road	All Alcohol Common Vic.
<i>Expires December 31, 2016 All Alcohol Gen. on Premises - \$1,150</i>		
Roby Dee, LLC d/b/a Valley Pub	3 Carven Road	All Alcohol Gen. on Premises
SR Golf Club, LLC	91 Clubhouse Lane	All Alcohol Gen. on Premises
<i>Expires Decemeber 31, 2016 Club License - All Alcohol - \$1,050</i>		
Mumford Knights of Columbus Corp. 365	77 Prescott Road	Club License - All Alcohol
Whitinsville Golf Club	179 Fletcher Street	Club License - All Alcohol
<i>Expires December 31, 2016 Package Store - All Alcohol - \$1,150</i>		
Arcade Package Store	185 Church Street Unit 16-6	Package Store - All Alcohol
Jyoti Enterprises, Inc./Gary's	2201 Providence Road	Package Store - All Alcohol
Macy's Liquors of Whitinsville	1167 Providence Road Unit 7	Package Store - All Alcohol
Mill House Wine & Spirits, Inc.	670 Linwood Avenue	Package Store - All Alcohol
<i>Expires December 31, 2016 Package Store - Wines & Malt - \$1,000</i>		
Crystal Gas, Inc	175 Church Street	Package Store - Wines & Malt
Highland Farms 481 Yogi Conv.	218 Church Street	Package Store - Wines & Malt
Samarpan, Inc., 1 Quickstop Conv.	206 N. Main Street	Package Store - Wines & Malt
Vera's Mini Mart	One Plummers Corner	Package Store - Wines & Malt
Village Variety, LLC	84 Border Street	Package Store - Wines & Malt
<i>Expires Decemeber 31, 2016 Wine & Malt Common Vic. - \$1,000</i>		
Jubes Family Restaurant	1227 Providence Road	Wine & Malt Common Vic.
Village House of Pizza	191 N. Main Street	Wine & Malt Common Vic.

From: James Shuris [mailto:jshuris@northbridgemass.org]

Sent: Monday, December 05, 2016 4:13 PM

To: 'tkozak@northbridgemass.org' <tkozak@northbridgemass.org>; 'nvaidya@northbridgemass.org' <nvaidya@northbridgemass.org>; 'mkuras@northbridgemass.org' <mkuras@northbridgemass.org>

Subject: A FEW MINOR REVISIONS for the BOS Meeting - Sewer Rate/Fee Adjustments

Hello All:

Attached is a spreadsheet for sewer user fee adjustments. I made a few minor adjustments.

These are as follows:

1. **Adjusting the 0 – 800 cf customer quarterly rate by +\$4.50** (i.e. from \$60.50 to \$65.00). The additional +\$4.50 increase for **815 customers** results in additional annual revenues of **+\$14,670**.
2. **Adjusting the 801 – 2,000 cf customer quarterly rate by approximately 7%** (i.e. from \$89.18 to \$95.00). The additional \$5.82 increase for 1,535 customers results in additional annual revenues of **+\$35,735**.
3. **Adjusting the > 2,000 cf customer quarterly rate by approximately 7%** (i.e. from \$89.18 to \$95.00) **and adjusting the >2,000 cf rate by 10%** (i.e. from \$6.25/HCF to \$6.88/HCF). These additional increases for 1,053 customers results in additional annual revenues of **+\$24,514 and +\$73,458 respectively or +\$97,972**.

The total cumulative expected adjusted annual usage revenue increase is +\$148,592.

See you all tonight.

Jim Shuris

James Shuris, P.E., MBA
Director of Public Works
Town of Northbridge
Tel. No. (508) 234-0816
Fax. No. (508) 234-0807

“Getting Things Done”

Sewer Usage Analysis - 05 December 2016 (FOR DISCUSSION ONLY)

CUSTOMER USAGE (cubic feet)	No. of Customers	Current Usage Revenue	Current Quarterly Rate	Quarterly Rate Adjustment	New Quarterly Rate (~+7%)	> 2,000 cf Adjustment (+10%)	Additional Expected Annual Revenue
0-800 cf	815	\$197,230	\$60.50	\$4.50	\$65.00	N.A.	\$14,670
801 - 2,000 cf	1,535	\$547,566	\$89.18	\$5.82	\$95.00	N.A.	\$35,735
> 2,000 cf	1,053	\$375,626	\$89.18	\$5.82	\$95.00	N.A.	\$24,514
> 2,000 cf @ +\$6.25/cf		\$736,736				\$73,674	\$73,674
TOTAL(S)	3,403	\$1,857,158					\$148,592

NOTES:

1. Adjusting the 0 – 800 cf customer quarterly rate by +\$4.50 (i.e. from \$60.50 to \$65.00) results in an additional annual usage revenue of +\$14,670.
2. Adjusting the 801 – 2,000 cf customer quarterly rate by +\$5.82 (i.e. from \$89.18 to \$95.00) results in an additional annual usage revenue of \$35,735.
3. Adjusting the > 2,000 cf customer quarterly rate by \$5.82 (i.e. from \$89.18 to \$95.00) respectively or +\$98,188 and adjusting the >2,000 cf rate by +10% (i.e. from \$6.25/HCF to \$6.88/HCF) results in additional annual usage revenues of \$24,514 and \$73,674 respectively, or \$98,188.
4. The total cumulative expected adjusted annual usage revenue increase is +\$148,592.

Melissa Wetherbee

From: Gary Bechtholdt <gbechtholdt@northbridgemass.org>
Sent: Tuesday, December 06, 2016 9:35 AM
To: tkozak@northbridgemass.org; ssusienka@northbridgemass.org
Cc: Melissa Wetherbee
Subject: BOS mtg (12/19) -vote on Community Compact grant
Attachments: RE: economic development - zoning initiative grant (1.46 MB)

F

Importance: High

Ted / Sharon:

As mentioned yesterday, in receipt of the grant contract (& terms) for the \$25,000.00 awarded from EOAF as part of the State's Community Compact program -funds will be used to prepare an Economic Development Strategic Plan for the town.

Please find attached email (12/06/2016) from Pam Kocher with the documents. In my response to Ms. Kocher I advised her that the Chairman of the BOS will sign the Contract once authorized to do so (12/19 BOS mtg).

Please include the following under DECISIONS on the 12/19 BOS agenda:

Community Compact—Economic Development -Vote to authorize the Chairman of the Board of Selectmen to sign Contract Agreement with State for the \$25,000.00 grant awarded to Northbridge for the preparation of an Economic Development Strategic Plan; funds to be expended under the general direction of the Community Planning & Development Office

Thanks,

-Gary

R. Gary Bechtholdt II
Northbridge Town Planner

COMMUNITY PLANNING & DEVELOPMENT

Town of Northbridge
7 Main Street
Whitinsville, MA 01588
(508)234-2447

Melissa Wetherbee

From: Kocher, Pamela L. <kocherp@dor.state.ma.us>
Sent: Monday, December 05, 2016 12:45 PM
To: gbechtholdt@northbridgemass.org
Subject: RE: economic development - zoning initiative grant
Attachments: Grant contract Northbridge Economic Development.pdf; Grant Agreement Northbridge Economic Development.pdf; comm-termsconditions.pdf; CONTRACT SIG FORM.pdf

Great, thanks.

You are listed as grant manager. I assume Ted will sign the contract as Town Manager.

See attached documents that make up the grant contract package:

Standard state contract,
Grant agreement,
Contract signatory form, and
Commonwealth Terms & Conditions form.

Please print these documents, have Ted sign everything, and mail the documents to me at the address below. Please print everything single-sided (no double-sided) and do not staple. Sean Cronin will then sign as well and I will email you a copy of the executed contract. And, of course, we will then put in the request for first payment of 75% of grant total.

Regards,
Pam

Pam Kocher
Director of Special Initiatives
Division of Local Services
Commonwealth of Massachusetts
PO Box 9569
Boston, MA 02114
kocherp@dor.state.ma.us
(617) 626-2345

From: Gary Bechtholdt [mailto:gbechtholdt@northbridgemass.org]
Sent: Monday, December 05, 2016 12:00 PM
To: Kocher, Pamela L.
Subject: RE: economic development - zoning initiative grant

Pam:
Yes—it will likely be me as Town Planner.
-Gary

R. Gary Bechtholdt II
Northbridge Town Planner

COMMUNITY PLANNING & DEVELOPMENT
Town of Northbridge
7 Main Street
Whitinsville, MA 01588

GRANT AGREEMENT

This Grant Agreement ("Agreement") is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and the Town of Northbridge ["Grantee"] acting through its Town Manager.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$25,000 authorized under Chapter 46 of the Acts of 2015, Section 2, Item 1599-0026 ["Act"] for an economic development strategic plan. ["Project"].

EOAF agrees to make the funds ["EOAF Grant"] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth's provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

1. The scope of the Project to be funded under the EOAF Grant will include: preparation of and Economic Development Strategic Plan (EDSP) that shall provide a framework which will help guide the strategies, goals and direction of economic development efforts in Northbridge for the next five (5) years.

Development of the plan shall include the following activities:

- A) Meet with municipal staff to review economic development priorities, past economic development efforts, targeted areas and other economic development initiatives (43D, etc.)
- B) Facilitate a public input process that engages the community and business leaders to identify issues and opportunities to be addressed within the strategic plan\
- C) Conduct interviews with elected/appointed officials and primary economic development stakeholders, the Blackstone Valley Chamber of Commerce, the Central MA Regional Planning Commission and the MA Office of Business Development
- D) Collect data from a variety of sources in order to convey an understanding of current state, regional and local economic conditions and trends
- E) Analyze business climate, zoning, workforce development and education, marketing and economic development efforts, sites and infrastructure, tourism, etc. (assessment of existing conditions)
- F) Identify opportunities and challenges for economic development in Northbridge; SWOT

analysis that highlights areas that may have the most direct impact on future economic development for the town

G) Prepare a framework for the implementation of the strategic plan, including goals, objectives, recommendations and marketing options, etc.

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 46 of the Acts of 2015, Section 2, Item 1599-0026; and any other information EOAF may require.

Seventy-five percent of the grant award, or \$18,750, will be disbursed to the Grantee within 45 days of execution of the grant contract.

Twenty-five percent of the grant award, or \$6,250, will be disbursed to the Grantee within 45 days of receipt of Grantee report certifying project completion and submission of supporting documentation. Grantee report must be received by EOAF no later than June 1, 2017.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: (i) salaries and wages of Grantee staff; (ii) legal fees; (iii) travel, meal and entertainment expenses; (iv) overhead and supplies; (v) project costs incurred prior to the execution and subsequent to termination of this Agreement; and (vi) costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by June 30, 2017. Grantee will forfeit any remaining award unused after June 30, 2017. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: (i) copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; (ii) any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; (iii) documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; (iv) a certificate of occupancy of the Project or portions of the

Project as applicable by law; and (v) a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: (i) Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; (ii) the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; (iii) Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and (iv) Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

#####

TOWN OF NORTHBRIDGE
ECONOMIC DEVELOPMENT STRATEGIC PLAN

-Scope of Work

The Town of Northbridge seeks a qualified economic development consulting firm or individual (CONSULTANT) to prepare an Economic Development Strategic Plan (EDSP). The EDSP shall provide a framework which will help guide the strategies, goals and direction of economic development efforts in Northbridge for the next five (5) years. The EDSP will be referred to and incorporated within a Master Plan update scheduled to commence by the Planning Board in 2017/18.

The selected CONSULTANT shall be required to perform the following:

- Meet with municipal staff to review economic development priorities, past economic development efforts, targeted areas and other economic development initiatives (43D, etc.)
- Facilitate a public input process that engages the community and business leaders to identify issues and opportunities to be addressed within the strategic plan
- Conduct interviews with elected/appointed officials and primary economic development stakeholders, the Blackstone Valley Chamber of Commerce, the Central MA Regional Planning Commission and the MA Office of Business Development
- Collect data from a variety of sources in order to convey an understanding of current state, regional and local economic conditions and trends
- Analyze business climate, zoning, workforce development and education, marketing and economic development efforts, sites and infrastructure, tourism, etc. (assessment of existing conditions)
- Identify opportunities and challenges for economic development in Northridge; SWOT analysis that highlights areas that may have the most direct impact on future economic development for the town
- Prepare a framework for the implementation of the strategic plan, including goals, objectives, recommendations and marketing options, etc.

The selected CONSULTANT shall work under the general direction of the Town Planner and an Ad-Hoc Economic Development Committee to be appointed by the Board of Selectmen.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osc under OSD Forms.

CONTRACTOR LEGAL NAME: Town of Northbridge (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance MMARS Department Code: ANF	
Legal Address: (W-9, W-4,T&C): 7 Main Street, Whitinsville, MA 01588		Business Mailing Address:	
Contract Manager: R. Gary Bechtholdt II, Town Planner		Billing Address (if different):	
E-Mail: gbechtholdt@northbridgemass.org		Contract Manager: Pam Kocher	
Phone: (508)234-2447	Fax:	E-Mail: kocherp@dor.state.ma.us	Fax:
Contractor Vendor Code: VC6000191918		Phone: 617-626-2345	
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number:	
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>25,000</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting <u>accelerated</u> payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Community Compact Grant: This award is being made through the Community Compact Grant Program, authorized by Chapter 133 of the Acts of 2016, Section 2, Item 1599-0026, to the Town of Northbridge for an economic development strategic plan.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2017</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: <u>12/19/16</u> (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>James R. Marzec</u>		Print Name: <u>Sean Cronin</u>	
Print Title: <u>Chairman of the Board of Selectmen</u>		Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "eemarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "eemarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

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posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the **Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here**. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C; G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions; and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28, and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract; and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A. **Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). **Executive Order 524** (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). **Executive Order 523** (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
James R. Marzec	Board of Selectmen Chairman

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: 12/19/2016

Title: Chairman of the Board of Selectmen Telephone: 508-234-2095

Fax: 508-234-7640

Email: jmarzec@Charter.net

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. **Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated



COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

(signature)

Print Name: James R. Marzec

Title: Chairman of the Board of Selectmen

Date: December 6, 2016

(Check One): ☒ Organization ☐ Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different): Town of Northbridge

Tax Identification Number:

Address: 7 Main Street, Whitinsville, MA 01588

Telephone: 508-234-2095 FAX: 508-234-7640

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

DEED OF PUBLIC WAY AND OTHER EASEMENTS



Norwood Cooperative Bank, a Massachusetts Banking Corporation, duly authorized and existing under the laws of the Commonwealth of Massachusetts, having an address of 11 Central Street, Norwood, Norfolk County, Massachusetts 02062 (the "Grantor") for consideration of **less than One and 00/100 (\$1.00) Dollar** does hereby grant to **Town of Northbridge**, a Municipal Corporation with a principal address of Memorial Town Hall, 7 Main Street, Whitinsville, Massachusetts 01588 (the "Town") with **QUITCLAIM COVENANTS** the following described premises:

A perpetual easement for the purposes of a public way, together with the attendant customary uses, including but not limited to, the construction, operation and maintenance of the right-of-way, drainage, utilities, in, over, and under, through, across, upon and along parcels of land in said Town shown as "Shining Rock Drive" on a plan of land entitled "Street Acceptance Plan Shining Rock Drive, Northbridge, Massachusetts Owned by Norwood Cooperative Bank" dated April 19, 2012 revised September 29, 2016 prepared by WSP-SELLS Transportation & Infrastructure ("the Plan") recorded with Worcester South Registry of Deeds in Plan Book _____, Page _____.

This conveyance includes easements identified as Drainage Easement and Sewer Easement from the end of Shining Rock Drive as shown on a plan entitled "'Shining Rock Golf Community' A Definitive Subdivision & Site Development Plan under Zoning Bylaw Section 173-90 Scale 1"=40' Date: March 12, 2002" latest revision March 10, 2003 prepared by Heritage Design Group filed with Worcester District Registry of Deeds in Plan Book 798, Page 99, Sheet 14.

The Town shall have the right of entry upon and passage over the easements from time to time, for all purposes aforesaid and for uses incidental thereto.

The Grantor agrees not to grant any other easements, leases or licenses which will interfere with the Town's easements without the prior written permission of the Town. Any easements, leases or licenses granted in violation of this paragraph shall be null and void.

All rights and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

Grantor hereby certifies that this conveyance is made in the ordinary course of business and does not constitute a sale of all or substantially all of the assets of the Grantor in the Commonwealth and, therefore a waiver of the Massachusetts corporate excise tax lien is not required.

Being a portion of the premises conveyed to the Grantor by deed recorded with Worcester South Registry of Deeds in Book 56039 Page 21.

In Witness Whereof, Norwood Cooperative Bank has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by John J. Crowley, its Vice President on this ____ day of November, 2016.

Norwood Cooperative Bank
By:

John J. Crowley, Vice President

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this ____ day of November, 2016, before me, the undersigned Notary Public personally appeared John J. Crowley, Vice President of Norwood Cooperative Bank, as aforesaid, who proved to me by satisfactory means of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledge to me that he signed the above document voluntarily for its stated purpose on behalf of Norwood Cooperative Bank.

Notary Public
My Commission Expires:

ACCEPTANCE

The Town of Northbridge, acting by and through its Board of Selectmen, pursuant to the authority granted under Article 11 of the Fall Annual Town Meeting held on October 25, 2016 a certified copy of which is attached hereto, and every other authority appertaining, hereby accepts the foregoing deed from Norwood Cooperative Bank on this 19th day of December, 2016.

TOWN OF NORTHBRIDGE,
By its Board of Selectmen

James R. Marzec, Chair

Charles Ampagoomian, Jr., Vice Chair

Thomas J. Melia

James J. Athanas

Daniel J. Nolan

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 19th day of December, 2016, before me, the undersigned Notary Public, personally appeared _____, Selectman of the Town of Northbridge, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Northbridge.

Notary Public

My Commission Expires: _____

LAW OFFICE OF JOSEPH J. PRUELL

**6 PARK STREET, P.O. BOX 431
NORWOOD, MA 02062
781-762-7611 TELEPHONE
781-762-6190 FACSIMILE**

JOSEPH J. PRUELL, ATTORNEY

September 29, 2016

Town of Northbridge
7 Main Street
Whitinsville, MA 01588

RE: Property: Shining Rock Drive Extension in Shining Rock Subdivision as described below, Northbridge

Dear Sir/Madam:

Having examined title to the above mentioned property for encumbrances, tax liens and bankruptcies in the records of Worcester County Registry of Deeds, I certify that Norwood Cooperative, a Massachusetts banking corporation with a principal place of business at 15 Central Street, Norwood, Massachusetts, has a good record marketable title as of September 29, 2016 in and to that portion of Shining Rock Drive as described in Exhibit A attached herewith and incorporated by reference along with related easements located in Northbridge, Worcester County, Massachusetts, pursuant to a deed recorded with Worcester District Registry of Deeds in Book 56039, Page 21, subject to the following:

- 1) Defects, liens, encumbrances, easements, adverse claims or other matters affecting the title which either have not been recorded with appropriate Registry of Deeds or Registry of Probate or are not required to be so recorded to affect the title. Bankruptcy's, except as it may appear of record as above referred to.
- 2) This certification does not cover any possible defects, encumbrances or adverse claims resulting from any factual inaccuracy or the lack of authenticity of any of the instruments and documents appearing in the public records which were examined on or account of any inaccuracy, error or omission in the indices of such public records, as we are not responsible for determining and have not determined the accuracy and authenticity of such matters.

- 3) Zoning Regulations, Board of Health and Municipal Rules and Regulations and any state of facts or errors which an accurate survey would disclose and including M.G.L.A. Chapter 21E and any compliance with statutes or regulations concerning the ability to build on locus.
- 4) This certification does not include examinations of other public records such as Secretary of State records or municipal records.
- 5) This certification is only as to record title; it does not address whether the title to the property is marketable or insurable.
- 6) The Municipal Lien Certificate from the Town/City wherein the property is located will be recorded with the Deed to provide protection against items omitted by the tax collector and inaccurate entries.
- 7) The plot plan, if any, provided by an engineer indicated thereon is not necessarily an accurate survey of the property.
- 8) If the transaction is a purchase of the subject property, the seller has provided an affidavit regarding rights or claims of parties in possession of the property not shown by the public records.
- 9) Cartpaths, driveways, poles and wires on the property are examples of possible easements on the property.
- 10) I have made no examination of applicable zoning, subdivision or building laws and have no opinion as to whether the property is in compliance therewith.

This certification is given pursuant to Massachusetts General Laws Chapter 93, Section 70, the liability of the undersigned being limited as therein set forth.



Law Office of Joseph J. Pruett

EXHIBIT A

A perpetual easement for the purposes of a public way, together with the attendant customary uses, including but not limited to, the construction, operation and maintenance of the right-of-way, drainage, utilities, in, over, and under, through, across, upon and along parcels of land in said Town shown as "Shining Rock Drive Extension" and related easements on a plan of land entitled "Street Acceptance Plan Shining Rock Drive Extension, Northbridge, Massachusetts Owned by Norwood Cooperative Bank" dated April 19, 2012, revised September 29, 2016 prepared by WSP-SELLS Transportation & Infrastructure ("the Plan") recorded with Worcester District Registry of Deeds in Plan Book _____, Page _____.

This certification includes easements identified as Drainage Easement and Sewer Easement from the end of Shining Rock Drive as shown on a plan entitled " 'Shining Rock Golf Community' A Definitive Subdivision & Site Development Plan under Zoning Bylaw section 173-90 Scale 1"=40' Date: March 12, 2002" latest revision March 10, 2003 prepared by Heritage Design Group filed with Worcester District Registry of Deeds in Plan Book 798, Page 99, Sheet 14.

Being a portion of the premises conveyed to the Grantor by deed recorded with Worcester District Registry of Deeds in Book 56039, Page 21.

Know all Men by These Presents,

H

That the Town of Northbridge, in the County of Worcester and Commonwealth of Massachusetts, in consideration of Eight Hundred Dollars, paid by **Jean E. Morin, of 24 Linwood Ave, Northbridge (Whitinsville), MA**, the receipt of which is hereby acknowledged, does sell and convey to said Jean E. Morin that certain cemetery **Lot No. 601**, two graves, situated on the way called **Willow Ave. in the Riverdale Cemetery**, and the sole and exclusive right of burial of the dead therein, subject to the following rules and restrictions for the regulation and government of said Cemetery; viz:

1st. That the said Lot shall not be used for any other purpose than as a place of burial for the dead, and proper Cemetery uses, such as the Town may approve; and no trees within the Lot or the Cemetery shall be cut down or destroyed without consent of the Town.

2nd. That if any trees or shrubs in said Lot shall become in any way detrimental to the adjacent lots or avenues, or dangerous or inconvenient, the Town shall have the right to enter into said Lot and remove said trees or shrubs, or such parts thereof as are dangerous, detrimental or inconvenient.

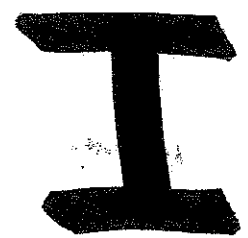
3rd. That if any monument or other structure whatever, or any inscription, be placed in the said Lot which shall be determined by the Town to be offensive, the Town shall have the right to enter upon said Lot and remove said offensive or improper object or objects.

4th. If a fence shall at any time be erected or placed in or around said Lot, the materials or design of which shall not be approved by the Town, it must be forthwith removed upon direction of the Town, and if not so removed the Town shall have the right to enter upon said Lot and remove said fence.

5th. The said lot shall be holden subject to all by-laws, rules and regulations made and to be made by the Town.

IN WITNESS WHEREOF, the said Town of Northbridge has caused these presents to be signed and sealed by its Board of Selectmen, this 19th day of December in the year of our Lord Two Thousand Sixteen.

Know all Men by These Presents,



That the Town of Northbridge, in the County of Worcester and Commonwealth of Massachusetts, in consideration of Six Hundred Dollars, paid by **Kathleen Veroude of 182 Greely Street, Clinton, MA**, the receipt of which is hereby acknowledged, does sell and convey to said Kathleen Veroude, that certain cemetery **Lot No. 160, one cremation plot, situated on the way called Forest Ave West, in the Pine Grove Cemetery**, and the sole and exclusive right of burial of the dead therein, subject to the following rules and restrictions for the regulation and government of said Cemetery; viz:

1st. That the said Lot shall not be used for any other purpose than as a place of burial for the dead, and proper Cemetery uses, such as the Town may approve; and no trees within the Lot or the Cemetery shall be cut down or destroyed without consent of the Town.

2nd. That if any trees or shrubs in said Lot shall become in any way detrimental to the adjacent lots or avenues, or dangerous or inconvenient, the Town shall have the right to enter into said Lot and remove said trees or shrubs, or such parts thereof as are dangerous, detrimental or inconvenient.

3rd. That if any monument or other structure whatever, or any inscription, be placed in the said Lot which shall be determined by the Town to be offensive, the Town shall have the right to enter upon said Lot and remove said offensive or improper object or objects.

4th. If a fence shall at any time be erected or placed in or around said Lot, the materials or design of which shall not be approved by the Town, it must be forthwith removed upon direction of the Town, and if not so removed the Town shall have the right to enter upon said Lot and remove said fence.

5th. The said lot shall be holden subject to all by-laws, rules and regulations made and to be made by the Town.

IN WITNESS WHEREOF, the said Town of Northbridge has caused these presents to be signed and sealed by its Board of Selectmen, this 19th day of December, in the year of our Lord Two Thousand Sixteen.

**TOWN OF NORTHBRIDGE
OTHER POST-EMPLOYMENT BENEFITS ("OPEB") TRUST
TRUST AGREEMENT**

VI.L

TRUST AGREEMENT made this Nineteenth day of December, 2016 by and between the Town of Northbridge, acting through its Board of Selectmen (the "Town") and the duly serving members of the Board of Trustees (the "Trustees").

WITNESSETH:

WHEREAS, the Town has established certain other post-employment benefits ("OPEB"), other than pensions, for eligible former employees of the Town; and

WHEREAS, the Town wishes to establish an irrevocable trust (hereinafter the "Trust") for the purpose of funding OPEB obligations as required to be reported under General Accounting Standards Board ("GASB") Statements 43 and 45; and

WHEREAS, the Trust is established by the Town with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and Regulations issued thereunder and as a trust for OPEB under G.L. c.32B, §20.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth, Town and the Trustees hereby agree as follows.

**ARTICLE I
DEFINITIONS**

As used herein, the following terms shall have the following meanings:

- 1.1. "Code" means the Internal Revenue Code of 1986, as amended from time to time.
- 1.2. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time and any successor statute.
- 1.3. "GASB 43 and 45," shall mean Government Accounting Standards Board, Statement No. 43 and Statement No. 45, Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions.
- 1.4. "Other post-employment benefits" or "OPEB," shall mean post-employment benefits other than pensions as that term is defined in GASB 43 and 45 including post-employment healthcare benefits, regardless of the type of plan that provides them, and all post-employment benefits provided separately from a pension plan, excluding benefits defined as termination offers and benefits.
- 1.5. "Retired Employee" means those persons who have retired from employment with

the Town and who are qualified to receive retirement benefits pursuant to G.L. c.32 or as otherwise provided by law.

1.6. "Trust" means the Northbridge OPEB Trust as hereby established.

1.7. "Trustee" means the duly serving members of the Board of Trustees, and any successor Trustee appointed as provided pursuant to Article 5.

1.9. "Trust Fund" means all the money and property, of every kind and character, including principal and income, held by the Trustee under the Trust.

ARTICLE 2

PURPOSE

2.1. The Trust is created for the sole purpose of providing funding for OPEB, as determined by the Town, or as may be required by collective bargaining agreement, or by any general or special law providing for such benefits, for the exclusive benefit of the Town's Retired Employees and their eligible dependents and for defraying the reasonable administrative, legal, actuarial and other expenses of the Trust. The assets held in the Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.

2.2. It is intended that the Trust shall constitute a so called "Qualified OPEB Trust" according to the standards set forth in GASB 43 and 45 and that it further qualify as an Integral Part Trust for all purposes under Article 115(c) of the Code or under any comparable provision of future legislation that amends, alters, or supersedes the Code.

ARTICLE 3

ESTABLISHMENT OF TRUST

3.1. In order to implement and carry out the provisions of G.L. c.32B, §20, the Town hereby establishes this Trust which shall be known as the "Town of Northbridge OPEB Trust."

3.2. The Trust shall be irrevocable, and no Trust funds shall revert to the Town until all OPEB owed to retired Town employees have been satisfied or defeased.

3.3. The principal location of the Trust shall be Town Hall, 7 Main Street, Northbridge, Massachusetts 01588.

3.4. The Trustees hereby accept the trusts imposed upon them by this Trust Agreement and agree to perform said trusts as a fiduciary duty in accordance with the terms and conditions of this Trust Agreement.

3.5. The Trustees shall hold legal title to all property of the Trust and neither the Town, nor any employee, official, or agent of the Town, nor any individual, shall have any right title or interest to the Trust.

3.6. The Trust shall consist of such sums of money as shall from time to time be paid or delivered to the Trustees by the Town, which together with all earnings, profits, increments and accruals thereon, without distinction between principal and income, shall constitute the Trust hereby created and established. Nothing in this Agreement requires the Town to make contributions to the Trust to fund OPEB. Any obligation of the Town to pay or fund benefits shall be determined in accordance with applicable law and any agreement to provide OPEB.

ARTICLE 4 **TRUST FUNDING**

4.1. The Trust Fund shall be credited with all amounts appropriated or otherwise made available by the Town and employees of the Town as a contribution to the Trust for the purposes of meeting the current and future OPEB costs payable by the Town, or any other funds donated or granted specifically to the Town for the Trust, or to the Trust directly.

4.2. The Trustees shall be accountable for all delivered contributions but shall have no duty to determine that the amounts received are adequate to provide the OPEB Benefits determined by the Town.

4.3. The Trustees shall have no duty, expressed or implied, to compel any contribution to be made by the Town, but shall be responsible only for property received by the Trustees under this Trust Agreement.

4.4. The Town shall have no obligation to make contributions to the Trust to fund OPEB, and the size of the Trust may not be sufficient at any one time to meet the Town's OPEB liabilities. This Trust Agreement shall not constitute a pledge of the Town's full faith and credit or taxing power for the purpose of paying OPEB, and no retiree or beneficiary may compel the exercise of taxing power by the Town for such purposes.

The obligation of the Town to pay or fund OPEB obligations, if any, shall be determined by the Town or applicable law. Distributions of assets in the Trust are not debts of the Town within the meaning of any constitutional or statutory limitation or restriction.

4.5. Earnings or interest accruing from investment of the Trust shall be credited to the Trust. Amounts in the Trust Fund, including earnings or interest, shall be held for the exclusive purpose of, and shall be expended only for, the payment of the costs payable by the Town for OPEB obligations to Retired Employees and their dependents, and defraying the reasonable expenses of administering any plan providing OPEB Benefits as provided for in this Trust Agreement.

4.6. Amounts in the Trust Fund shall in no event be subject to the claims of the Town's general creditors. The Trust Fund shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of the Town, or of retirees or dependents who are entitled to OPEB

ARTICLE 5

TRUSTEES

5.1. The Trust shall be administered by a Board of Trustees consisting of five (5) members, who shall include the Town Accountant, Town Treasurer, one member of the Board of Selectmen and two (2) individuals appointed by the Board of Selectmen to terms of not more than two years. Upon the expiration of the term or sooner resignation or removal of the Town Accountant, Town Treasurer or Selectman appointed to act as a Trustee, the position of Trustee shall be deemed vacant. The Town Manager shall serve as an ex officio member of the Board of Trustees or, if so appointed by the Board of Selectmen, as a voting member.

5.2. The Board of Selectmen shall call for the first meeting of the Trustees and the Selectman-Trustee shall serve as the initial Chairperson of the Trustees to facilitate the organization of the Trustees.

5.3. A Trustee may resign by providing the Town Clerk and Board of Trustees Chairperson with written notice thereof.

5.4. In the event a Trustee resigns, is removed or is otherwise unable to serve, the Board of Selectmen shall appoint a Trustee to fill the vacancy.

5.5. Whenever a change occurs in the membership of the Board of Trustees, the legal title to property held by this Trust shall automatically pass to those duly appointed successor Trustees.

5.6. Each future Trustee shall accept the office of Trustee and the terms and conditions of this Trust Agreement in writing.

5.7. Upon leaving office, a Trustee shall promptly and without unreasonable delay, deliver to the Trust's principal office any and all records, documents, or other documents in his possession or under his control belonging to the Trust.

5.8. The Trustees shall be special municipal employees for purposes of G.L. c.268A and shall be subject to the restrictions and prohibitions set forth therein.

ARTICLE 6

POWERS OF THE TRUSTEES

6.1. The Trustees shall have the power to control and manage the Trust and the Trust Fund and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herien, as the Trustees may deem necessary or advisable to administer the Trust and the Trust Fund or to carry out the purposes of this Trust. In addition to the powers set forth elsewhere in this Agreement, the powers of the Trustees, in connection with their managing and controlling the Trust and its General Fund, shall include, but shall not be limited to, the following:

6.1.1. To enter into an administrative services contract or other contracts with one or more insurance companies, nonprofit hospital, medical or dental service corporations, or with one or more health care organizations or health maintenance organizations, or with one or more third-party administrators or other entities to organize, arrange, or provide for the delivery or payment of health care coverage or services (including dental services), whereby the funds for the payment of claims of eligible persons, including appropriate service charges of the insurance carrier, third party administrator or other intermediary, shall be furnished by the Trustees from the Trust Fund for the payment by such intermediary to the health care vendors or persons entitled to such payments in accordance with the terms and provisions of said contract.

6.1.2. To purchase contracts of insurance or reinsurance through such broker or brokers as the Trustees may choose and to pay premiums on such policies.

6.1.3. To receive, hold, manage, invest and reinvest all monies which at any time form part of the Trust, whether principal or income, provided however that there shall be no investment directly in mortgages or in collateral loans and further provided that the Trustees shall comply with the provisions of Article 7 of this Trust Agreement, applicable law and any investment policy adopted by the Trustees concerning the investment and management of Trust assets.

6.1.4. To borrow or raise money for the purposes of the Trust, in such amount, and upon such terms and conditions as the Trustees shall deem advisable, subject to applicable law and statutes; and for any sum so borrowed to issue the promissory note of the Trust, and to secure the repayment thereof by creating a security interest in all or any part of the Trust or the Trust Fund; and no person lending such money shall be obligated to see that the money lent is applied to Trust purposes or to inquire into the validity, expedience or propriety of any such borrowing.

6.1.5. To hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.

6.1.6. To employ suitable agents, advisors and counsel as the Trustees may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and counsel, and to charge the expense thereof to the Trust. The Trustees are entitled to rely upon and may act upon the opinion or advice of any attorney approved by the Trustees in the exercise of reasonable care. The Trustees shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in any by-laws adopted by the Trustees or the written minutes of the Trustees' meetings.

6.1.7. To hire employees or independent contractors as the Trustees may deem necessary or advisable to render the services required and permitted for the proper operation of the Trust, and to charge the expense thereof to the Trust.

6.1.8. To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretions, rights and duties conferred

or imposed upon the Trustees hereunder, by any by-laws adopted by the Trustees or by law.

6.1.9. To construe and interpret this Trust Agreement and other documents related to the purposes of the Trust.

6.1.10. To maintain bank accounts for the administration of the Trust and the Trustee Fund and to authorize certain Trustees or other appropriate persons to make payments from any appropriate account for purposes of the Trust.

6.1.11. To receive and review reports of the financial condition and of the receipts and disbursements of the Trust and the Trust Fund.

6.1.12. To adopt by-laws, rules, regulations, formulas, actuarial tables; forms, and procedures by resolution from time to time as they deem advisable and appropriate for the proper administration of the Trust, including participation criteria, provided the same are consistent with the terms of this Trust Agreement.

6.1.13. To purchase as a general administrative expense of the Trust so-called director's liability insurance and other insurance for the benefit of the Trust and/or the protection of the Trustees, Trust officers, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.

6.1.14. To enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration and operation of the Trust and to do all acts as they, in their discretion, may deem necessary or advisable. Except as otherwise directed by the Trustees, all such contracts and agreements, or other legal documents herein authorized, shall be executed by the Chairperson, or Secretary as may be voted by the Trustees.

6.1.15. To receive contributions or payments from any source whatsoever but such contributions or payments may not be utilized for any purpose unrelated to the provision of OPEB as herein provided or properly authorized expenses.

6.1.16. To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.

6.1.17. To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper in connection with the administration of the Trust, although the power to do such acts is not specifically set forth herein.

6.1.18. To compromise, settle or arbitrate any claim, debt, or obligation of or against the Trust or Trust Fund; to enforce or abstain from enforcing any right, claim, debt or obligation, and to abandon any shares of stock, bonds, or other securities, or interests determined by it to be worthless; to prosecute, compromise and defend lawsuits, but without the obligation to do so, all at the risk and expense of the Trust;

6.1.19. To hire one or more consultants, actuaries, accountants, attorneys or other professionals to assist with the administration of the Trust Fund and to pay such amounts that the Trustee deems to be reasonable, including, without limiting the generality of the foregoing, third party firms to provide legal, tax, accounting and audit services to the Trust.

6.1.20. To comply with all requirements imposed by applicable provisions of law.

6.1.21. To serve as custodian with respect to Trust assets.

ARTICLE 7

LIMITATION OF TRUSTEES' POWERS, DUTIES AND RESPONSIBILITIES

7.1. Nothing contained in the Trust Agreement, either expressly or by implication, shall be deemed to impose any powers, duties or responsibilities on the Trustees other than those set forth in this Trust Agreement.

7.2. The Trustees shall have such rights, powers and duties as are provided to a named fiduciary for the investment of assets under ERISA. The Trustees shall not be liable for the making, retention or sale of any investment or reinvestment made by the Trustees as herein provided or for any loss to or diminution of the Trust Fund or for anything done or admitted to be done by the Trustees with respect to the Trust Agreement or the Trust Fund except as and only to the extent that such action constitutes a violation of the law or gross negligence.

7.3. The Trustees, in their discretion, may purchase as an expense of the Trust Fund such liability insurance for themselves or any other fiduciary selected by the Trustees as may be reasonable. The Town, in its discretion, may also purchase liability insurance for the Trustees, and as the Town may select, for any person or persons who serve in a fiduciary capacity with respect to the Trust.

7.4. The Town shall not assume any obligation or responsibility to any person for any act or failure to act of the Trustees, any insurance company, or any beneficiary of the Trust Fund. The Trustees shall have no obligation or responsibility with respect to any action required by this Trust Agreement to be taken by the Town, any insurance company, or any other person, or for the result or the failure of any of the above to act or make any payment or contribution, or to otherwise provide any benefit contemplated by this Trust Agreement.

7.5. Neither the Trustees nor the Town shall be obliged to inquire into or be responsible for any action or failure to act on the part of the other. No insurance company shall be a party to this Trust Agreement, for any purpose, or be responsible for the validity of this Trust Agreement, it being intended that such insurance company shall be liable only for the obligations set forth in the policy or contract issued by it.

7.6. The Trustees shall invest and manage Trust assets as a prudent investor would, using the judgment and care under the circumstances then prevailing that persons of prudence,

discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, pursuant to G.L. c.203C.

ARTICLE 8

ACTIONS BY THE TRUSTEES

8.1 A majority of Trustees may exercise any or all of the powers of the Trustees hereunder and may execute on behalf of the Trustees any and all instruments with the same effect as though executed by all the Trustees.

8.2 The Trustees may, by instrument executed by all of the Trustees, delegate to any attorney, agent or employee such other powers and duties as they deem advisable, including the power to execute, acknowledged or deliver instruments as fully as the Trustees might themselves and to sign and endorse checks for the account of the Trustees of the Trust.

8.3 No Trustee shall be required to give bond.

ARTICLE 9

LIABILITY OF THE TRUSTEES

9.1 A Trustee shall not be liable for any mistake of judgment or other action made, taken or omitted by the Trustee in good faith, nor for any action taken or omitted by any other Trustee or any agent or employee selected with reasonable care, and the duties and obligations of the Trustees hereunder shall be expressly limited to those imposed upon them by this Trust Agreement.

9.2 No successor Trustee shall be held responsible for an act or failure of a predecessor Trustee.

9.3 Trustees are public employees for purposes of G.L. c.258, and shall be indemnified by the Town against any civil claim, action, award, compromise, settlement or judgment by reason of an intentional tort to the same extent and under the same condition as other public employees of the Town.

9.4 A Trustee shall not be indemnified for violation of the civil rights of any person if he acted in a grossly negligent, willful or malicious manner, or in connection with any matter where it is shown to be a breach of fiduciary duty, an act of willful dishonesty or an intentional violation of law by the Trustee.

ARTICLE 10

MEETINGS OF THE TRUSTEES

10.1 The Trust may meet at such times and at such places as the Trustees shall determine.

10.2 The Trustees shall comply with the Open Meeting Law, G.L. c.30A, §§18-25 and its

implementing regulations.

10.2. A quorum at any meeting shall be a majority of the Trustees then in office.

ARTICLE 11

TAXES, EXPENSES, AND COMPENSATION

11.1. It is intended that the Trust will be a Code Article 115 trust. As such, it is expected that there will be no income taxes owed by the Trust. To the extent that any taxes are imposed on the Trust, the Trustee shall use the assets of the Trust Fund to pay for any taxes owed.

11.2. All reasonable costs and expenses of managing and administering the Trust and the Trust Fund, including such compensation for the Trustees as may be approved by Town Meeting from time to time, and reimbursement for reasonable fees incurred through the use of third party vendors or agents, shall be paid from the Trust unless the Town chooses to pay the expenses directly.

ARTICLE 12

ACCOUNTS

12.1. The Trustees shall keep complete and accurate accounts of all of the Trust's receipts, investments and disbursements under this Trust Agreement. Such records, as well as all other Trust records, shall be retained and made available for public inspection and or copying in accordance with the requirements of the Public Records Law, G.L. c.66, §10 and G.L. c.4, §7, clause 26th and their implementing regulations. The person or persons designated by the Town shall be entitled to inspect such records upon request at any reasonable time.

12.2. The books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices. The results of the audit shall be provided to the Town at the same time as it is presented to the Trustees.

12.3. The Trust Fund shall be subject to the Commonwealth of Massachusetts Public Employee Retirement Administration Commission's triennial audit.

ARTICLE 13

ANNUAL REPORTS

13.1. The Trustees shall furnish to the Town annually, or more frequently if the Town so requests, a statement of account showing the condition of the Trust Funds and all investments, sales, income, disbursements and expenses of the Trust and the Trust Fund.

ARTICLE 14
INVESTMENT OF TRUST FUNDS

14.1. The Trustees hereby authorize and direct the Town Treasurer to invest and reinvest the amounts in the Trust Fund not needed for current disbursement, consistent with the prudent investor rule, and as provided in the Investment Policy which is attached to this instrument and hereby incorporated.

14.2. In no event shall the funds be invested directly in mortgages or in collateral loans.

ARTICLE 15
CUSTODY OF THE TRUST FUNDS

15.1. The Trustees hereby appoint the Town Treasurer as custodian of the Trust Fund and authorize the Treasurer to employ an outside custodial service to maintain custody of the Trust Funds. All funds in the Trust Fund shall be accounted for separately from all other funds of the Town.

15.2. The Town Treasurer, with the authorization of the Trustees, shall establish one or more checking accounts, which may be interest bearing or non-interest bearing accounts. Such checking account or accounts shall be funded solely from the Trust Funds, and the Trustees may authorize the Town Treasurer to draw on such checking accounts for the payment of OPEB and for the administrative expenses of the Trust.

ARTICLE 16
TERMINATION OF TRUST

16.1. The Trust shall continue unless and until terminated pursuant to law or by an instrument in writing signed by at least three Trustees, provided, however, that continuance of the Trust shall not be deemed to be a contractual obligation of the Town.

16.2. Upon termination of the Trust, subject to the payment of or making provision for the payment of all obligations and liabilities of the Trust and the Trustees, the net assets of the Trust shall be transferred to the Town and held by the Town Treasurer to be used exclusively for providing OPEB to Retired Employees and their eligible dependents and for no other purpose.

16.3. The powers of the Trustees shall continue until the affairs of the Trust are concluded.

ARTICLE 17
AMENDMENTS

17.1. The Trust may only be amended as set forth herein. The Town may amend the Trust at any time as may be necessary to comply with the requirements for tax exemption under Section 115 of the Code, to conform the Trust to the laws of the Commonwealth of Massachusetts and to meet the standards set forth in GASB 43 and GASB 45 to be treated as funded through a qualifying trust or equivalent arrangement.

17.2. This Trust Agreement may be amended, but not revoked, from time to time by the Town, subject to the following limitations:

17.2.1. The assets of the Trust may not be used for or diverted to any other purposes prior to satisfaction of the Town's OPEB obligations, and reasonable expenses of administering the Trust.

17.2.2. The duties and liabilities of the Trustees cannot be substantially changed without their written consent.

17.3 Any amendment to this Trust shall be executed in writing.

ARTICLE 18

MERGER

18.1. The Town may provide for the merger of the Trust with one or more other trusts established by the Town or other government entities for similar purposes as may be provided by law.

ARTICLE 19

SEVERABILITY OF INVALID PROVISIONS

19.1. If any provision of this Trust Agreement is determined invalid, illegal, or unenforceable for any reason, then the provision shall be severed from the remaining provisions of the Trust Agreement for any reason, and the remaining parts of the Agreement shall be construed to give the maximum practical effect to the purposes stated herein, as if the invalid, illegal, or unenforceable provision was never a part.

ARTICLE 20

MISCELLANEOUS

20.1. This Trust Agreement shall be interpreted, construed and enforced, and the Trust hereby created shall be administered in accordance with and governed by the laws of the United States and of the Commonwealth of Massachusetts.

20.2. The titles to Articles of this Trust Agreement are placed herein for convenience of reference only, and the Trust Agreement is not to be construed by reference thereto.

20.3. No person shall be obliged to see to the application of any money paid or property delivered to the Trustees, or as to whether or not the Trustees have acted pursuant to any authorization herein required, or as to the terms of this Trust Agreement. In general, each person dealing with the Trustees may act upon any advice, request or representation in writing by the Trustees, or by the Trustee's duly authorized agent, and shall not be liable to any person in so doing. The certification of the Trustees that they are acting in accordance with this Trust Agreement shall be conclusive in favor of any person relying thereon.

20.4. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart.

20.5. Until advised to the contrary, the Trustees may assume this Trust is entitled to exemption from taxation under Section 115 of the Internal Revenue Code of 1986 or under any comparable section or sections of future legislation that amend, supplement or supersede one or both of those sections of the Internal Revenue Code.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

BOARD OF TRUSTEES:

Trustee

Trustee

Trustee

Trustee

Trustee

BOARD OF SELECTMEN:

James R. Marzec, Chairman

Charlie Ampagoomian Jr., Vice Chairman

James J. Athanas

Thomas J. Melia

Daniel J. Nolan

TOWN MANAGER'S REPORT – December 19, 2016

1. **American Automobile Association Safety Award** - Attended an award ceremony with Police Chief Warchol and Officer Dejordy, who was the recipient of the AAA Traffic Safety Award for his contributions to community safety efforts with our young people in his role as a School Resource Officer. Officer Dejordy has created numerous safety programs in our schools and community that contribute to traffic, pedestrian, school and bicycle safety.
2. **Blackstone River Valley National Historic Park Update** - A meeting was held to commence preparations for the district proposal, which was outlined by Kenneth Warchol the Chairman of the Historical Commission. The Presentation is available on the Town's website. Mr. Warchol would like to attend a Board of Selectmen's meeting after January 1, 2017 to review the proposal with the Board.
3. **Needle Dispensary** - A sharps disposal kiosk is currently available to the public, located at the Board of Health Office on 14 Hill Street, Whitinsville, MA. Beginning Thursday, December 29, 2016, an additional kiosk will be available at the Senior Center. For more information visit our website at www.northbridgema.org.
4. **Evergreen Wreath** - The Town has received the annual wreath, which was presented by Nyle, and Brendon, Evergreen clients and their mentors, Reuben Newman and Bridget Bettencourt. The wreath will be hung outside during the Holiday Season.



Northeast

Gold Award

**NORTHBRIDGE,
MASSACHUSETTS**

*In Recognition of Your
Outstanding Achievements in Traffic Safety
And Your Continuing Efforts to Educate
And Protect the Citizens of Your Community.
AAA Salutes Your Commitment to Traffic Safety.*

Presented 2016

