

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
NORTHBRIDGE TOWN HALL
7 MAIN STREET - WHITINSVILLE, MA 01588
March 14, 2016 AT 7:00 PM**

RECEIVED
16 MAR 10 PM 4:11

PLEDGE OF ALLEGIANCE

I. APPROVAL OF MINUTES

NORTHBRIDGE TOWN CLERK
DOMENIC A. GERRONE

II. PUBLIC HEARINGS:

III. APPOINTMENTS/RESIGNATIONS

A. By the Town Manager:

- 1) Rochelle Thomson, Inspector of Animals/Vote to nominate: *Note: Appointment is subject to certification by the State*
- 2) Michelle Mowry, Junior Library Assistant / Vote to affirm
- 3) Matthew Haas, Junior Library Assistant /Vote to affirm

IV. CITIZENS' COMMENTS/INPUT

Local Business Spotlight: Blackstone Valley Physical Therapy, 670 Linwood Avenue / Present: Eric Connolly, Owner

V. DECISIONS

- B.** Fairway Drive (Shining Rock Golf Community) / Vote intent to layout the remaining portion of Fairway Drive as a public way
- C.** Denise Foster / Request to hold a Boot Drive at Memorial Square on Saturday, May 21, 2016, from 9 AM to 12:00 Noon / Vote to approve
- D.** George Marston Whittin Memorial Community Association, Inc. / Application for a One-Day All Alcohol License for a fundraising event to take place at the new Rockdale Youth Center, 39 Church Avenue, Northbridge, on Saturday April 30, 2016 from 6:30 PM - 10:30 PM Present: Heather Elster
- E.** NEXAMP / Vote to approve agreement for solar net metering credits
- F.** Pine Grove Cemetery / Perry A. Leardi [Lots No. 241 & 242 - Woodlawn Ave. North]
- G.** Riverdale Cemetery / Dennis M. Stone [Lot No. 23 - Maple Ave.]

VI. DISCUSSIONS

- H. 1)** School Department [Paul Halacy]/Vote to authorize the Superintendent of Schools to submit a Statement of Interest to the Mass. School Building Authority for Northbridge Elementary School [Please read statement]
- 2)** School Department [Paul Halacy]/Vote to authorize the Superintendent of Schools to submit a Statement of Interest to the Mass. School Building Authority for Northbridge Middle School [Please read statement]
- I.** George Warren / Liberty Bell Request to State
- J.** Shared Conservation Agent with the Town of Upton / Approval of Intermunicipal Agreement and Determination and Consent Form
- K.** Blackstone River National Heritage Corridor Commission / Northbridge Green and Clean Day, April 30, 2016 Present: Bonnie Combs, Marketing Director and Yvette Ayotte

VII. TOWN MANAGER'S REPORT

- | | |
|--|---|
| L. 1) Community Reading Program | 5) WRTA Bus Program Update |
| 2) Legislative Breakfast | 6) Philip Vandersea Reception Update |
| 3) Celebration of Learning | 7) Letter of Commendation to Officer Kristina Westbury |
| 4) Wal-Mart Sewer Extension | |

VIII. SELECTMEN'S CONCERNS

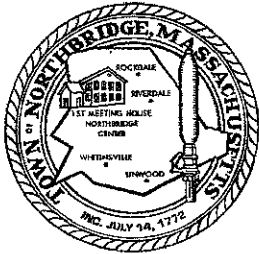
IX. ITEMS FOR FUTURE AGENDA

X. CORRESPONDENCE

XI. EXECUTIVE SESSION

THIS AGENDA IS SUBJECT TO CHANGE

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



**TOWN OF NORTHBRIDGE
OFFICE OF THE TOWN MANAGER
NORTHBRIDGE TOWN HALL
7 MAIN STREET
WHITINSVILLE, MASSACHUSETTS 01588
Phone- (508) 234-2095 Fax- (508) 234-7640
www.northbridgemass.org**

**Theodore D. Kozak
Town Manager**

March 8, 2016

Officer Kristina Westbury
c/o Northbridge Police Department
1 Hope Street
Whitinsville, MA 01588

Dear Officer Westbury:

Chief Warchol informed me that he has written a letter of commendation to you as the result of a job well done in providing medical assistance to a 6 month old infant who was having difficulty breathing due to an obstructed tracheotomy tube.

Therefore, it is my great pleasure to formally and publicly commend you for your prompt medical attention that restored the infant's breathing and likely saved its life.

Officer Westbury, you are hereby commended for your extremely professional and prompt actions, which not only illustrate your devotion to duty but also reflect greatly upon the Northbridge Police Department and the Town of Northbridge.

Very truly yours,

Theodore D. Kozak
Town Manager

c: Walter Warchol, Police Chief
Board of Selectmen
Personnel File



WALTER J. WARCHOL
CHIEF OF POLICE

TOWN OF NORTHBRIDGE
DEPARTMENT OF POLICE

1 HOPE STREET, WHITINSVILLE, MA 01588
www.northbridgepolice.com
TEL (508) 234-6211 • FAX (508) 234-9021



TIMOTHY LABRIE
LIEUTENANT

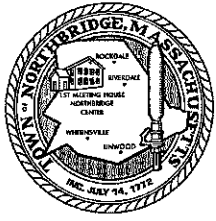
To: Off. Kristina Westbury
From: Chief of Police Walter J. Warchol *wjw*
Subject: **Letter of Commendation**
Date: March 4, 2016

This letter is being written to commend Off. Kristina Westbury for job well done in providing emergency medical assistance to a 6 month old infant having difficulty breathing because of an obstructed tracheotomy tube.

On Wednesday March 2, 2016 a motorist stopped Off. Westbury's cruiser to report that a 6 month old infant was in distress and having difficulty breathing because of an obstructed tracheotomy tube. Off. Westbury immediately provided emergency medical assistance to the infant. Off. Westbury's prompt medical actions restored the infants breathing and possibly saved the infant's life.

Off. Westbury's professional and prompt action in dealing with this emergency situation should not go unnoticed. Off. Westbury should be commended for her swift action in dealing with this emergency medical situation.

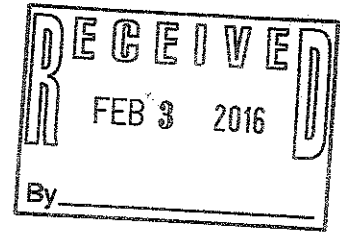
cc: Town Manager Theodore Kozak
Personnel File



TOWN OF NORTHBRIDGE
BOARD OF HEALTH

Aldrich School Town Hall Annex - 14 Hill Street
Whitinsville, MA 01588
Phone# (508) 234-3272 Fax# (508) 234-0821

BOS Agenda
3/14/16



MEMORANDUM

February 3, 2016

To: Theodore Kozak, Town Manager

From: Jeanne M. Gniadek, Board of Health Administrator *JMG*

Subject: Appointment of Inspector of Animals – **Rochelle Thomson**

In anticipation of your request for a recommendation on the appointment of the Inspector of Animals for the Town of Northbridge, please be advised that the Board of Health considered this matter at their meeting on February 2, 2016 and voted unanimously in support of the re-appointment of Ms. Rochelle Thomson to this position.

Ms. Thomson has held this position since April 30, 2013 and has proven herself to be an asset to this department. She is extremely knowledgeable in both quarantine requirements and the care and handling of livestock and domestic animals. The Board looks forward to working with Ms. Thomson through the upcoming appointment period.

If you should have any questions regarding this recommendation to you as the appointing authority for this position, please do not hesitate to contact this office.

/jmg

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agrCHARLES D. BAKER
GovernorKARYN E. POLITO
Lt. GovernorMATTHEW A. BEATON
SecretaryJOHN LEBEAUX
Commissioner

March 1, 2016

RE: NOMINATION OF INSPECTOR OF ANIMALS

Nominating Authority:

Enclosed is the nomination form for the Inspector of Animals for your city or town. **This form is due back to the Division of Animal Health by April 1, 2016.** The appointment will run from May 1, 2016 until April 30, 2017. If more than one inspector was appointed for your city or town, there is a separate form provided for each. If you are nominating the same inspector(s) this year, **be sure that all of the contact information is complete and still correct.** Any corrections should be made in the space provided on the right. If you will be nominating a new inspector, that person's information should be entered in the space provided on the right. Submit a separate form for each inspector nominated. Also, be sure that all of your (nominating authority) information is complete and correct. Any changes to your information should be made in the space provided to the right.

Once all of the contact information is confirmed to be correct, all that is needed is to **have the nominee sign the form**, accepting the nomination and swearing to faithfully perform the duties of that office. **The nominee's signature must be notarized.** In many cases the city or town clerk is a notary.

After the nominee's signature has been notarized, simply **return the form to the Division of Animal Health at the address listed at the top of the form.** The Division of Animal Health will send back confirmation of the inspector's appointment. **Please note that regardless of when the most recent appointment was made, it is only valid through April 30, 2016.** This nomination will cover the year starting May 1, 2016 and run until April 30, 2017.

If you have any questions, please call Elsie Colon at (617) 626-1810

Thank you,

Michael Cahill, Director
Division of Animal Health



The Commonwealth of Massachusetts

Department of Agricultural Resources

Division of Animal Health

251 Causeway Street, Suite 500

Boston, MA 02114-2151

Nomination of Inspector of Animals

In accordance with the Massachusetts General Laws Chapter 129, sections 15 and 16, nominating authorities of each city and town are required to nominate one or more inspectors of animals by April 1, 2016. Please complete or make necessary changes and return this form to the above address. The Director will review your nomination and, assuming appointment is confirmed, will return to you a Certificate of Appointment. Please submit one form for each person nominated. Any city or town not in compliance is subject to a penalty of \$500.

City or Town of Northbridge

3/1/2016

To the Director, Division of Animal Health, Department of Agricultural Resources

In accordance with the provisions of section 15 of Chapter 129, General Laws, as amended, the following nomination of inspector of animals for the year ending April 30, 2017 is sent for your approval:

Inspector of Animals

Email: tkozak@northbridgemass.org

Name: Rochelle Thomson

Inspector: (Note all changes here)

Mail Address: 7 Main St - Northbridge Board of Health

Name: _____

Whitinsville, MA - 01588

Mail: _____

Phone: (508) 234-3272 Fax: (508) 234-0821

Phone: _____ Fax: _____

Email: milfordaco@yahoo.com

Email: _____

Nominating Authority

Nominating Authority: (Note all changes here)

Contact: Theodore O. Kozak

Contact: _____

Office: Town Manager's Office

Office: _____

Mail: Northbridge Board of Health Aldrich School

Mail: _____

Town Hall Annex 14 Hill St

Whitinsville, MA - 01588

Phone: _____ Fax: _____

P: (508) 234-2095 F: (508) 234-7640

Email: _____

Acceptance of Nomination of Inspector of Animals (must be notarized)

I hereby accept my nomination as Inspector of Animals for the City or Town of Northbridge, and if and when I am appointed, I solemnly swear to faithfully perform the duties of that office, all of which are listed in General Laws Chapter 129, and Massachusetts Regulations 330 CMR 10.00-10.10 (rabies regulations).

Name (print) _____ Signed _____

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

Date: _____

Then personally appeared the above-named _____ and acknowledged the foregoing instrument to be his or her free act and deed, before me.

Notary Public

My commission Expires: _____

Appointment of Inspector of Animals (Division of Animal Health use only)

Notice is hereby given that I, Michael Cahill acting under authority of sections 15 and 16 of Chapter 129 of the General Laws, as amended, hereby approve the nomination of _____ as Inspector of Animals for the City or Town of Northbridge, Massachusetts.

Date Approved: _____

Director, Division of Animal Health

A2

Michelle A. Mowry
21 J.P. Manning Way
Douglas, MA 01516
Cell: 508.344.6081 Home: 508.476.4058
Email: michellemowry1@hotmail.com

Experience	
January 1999- May 2000	<u>Bayside Ob-Gyn, Providence, RI</u> <u>Medical Assistant</u> <ul style="list-style-type: none"> * Assisted doctors with clinical procedures * Administered injections * Performed secretarial duties including: booking/cancelling appointments
February 1997- December 1998	<u>Lawrence T. Herman D.M.D. Oral surgeon, Walpole, MA</u> <u>Medical Assistant</u> <ul style="list-style-type: none"> * Assisted doctor with surgical procedures * Kept stock of medical supplies * Sterilized instruments * Performed X-rays
April 1995- February 1997	<u>Ten Mile Medical Associates, Attleboro, MA</u> <u>Medical Assistant</u> <ul style="list-style-type: none"> * Assisted doctor with surgical procedures * Administered injections * Performed EKGs and assisted with stress tests * Performed secretarial duties including: booking/cancelling appointments
January 1994- April 1995	<u>Royal Discount Bookstore, So. Attleboro, MA</u> <u>Retail Clerk</u> <ul style="list-style-type: none"> * Customer Service * Cashier * Opened/Closed store * Kept inventory of periodicals * Received and catalogued books

EDUCATION: Fisher College Attleboro, Massachusetts
 Associates Degree in Medical Assisting 1997

 Community College of Rhode Island Lincoln, Rhode Island
 Associates Degree in Human Services (Mental Health) 1992

 Attleboro High School Attleboro, Massachusetts
 High School Diploma 1990

A3

Matthew Haas

253 Swift Road, Whitinsville, MA 01588

Cell: 508 769 4855

Email: mghaas24@yahoo.com

Professional Overview

Highly motivated, goal-oriented professional; able to take initiative. Flexible with an eye for details.

Core Qualifications

- | | |
|-------------------|----------------|
| • Problem solving | • Thoroughness |
| • Writing skills | • Creativity |

Accomplishments

Westfield State University Honor Society Member & Award Recipient

Education

Bachelor of Arts: History, 2013

Westfield State University — Westfield, MA, United States

- Magna cum laude
- Dean's List nearly every semester
- 3.7 GPA

Experience

Library Technician

November 2015 – Current

Sutton Public Library – Sutton, MA

Volunteer Archivist

July 2015 – Current

Whitinsville Social Library – Whitinsville, MA

Case Manager

August 2013 – July 2015

Alternatives Unlimited, Inc. – Whitinsville, MA

Librarian Assistant

September 2011 – May 2013

Westfield State University Library – Westfield, MA

Fellowships and Awards

Eagle Scout Award Recipient 2009

B

Melissa Wetherbee

From: Gary Bechtholdt <gbechtholdt@northbridgemass.org>
Sent: Wednesday, February 24, 2016 12:57 PM
To: tkozak@northbridgemass.org; ssusienka@northbridgemass.org; Melissa Wetherbee
Cc: bkinney@northbridgemass.org; Brian J. Massey
Subject: BOS agenda(s) 3/14 & 4/11

Ted:

Please include on the **March 14, 2016 BOS agenda** –Vote Intent to Layout Fairway Drive (Street acceptance).

As you know in doing so the BOS will simply refer the matter to the Planning Board for recommendation.

Please also make arrangements for the BOS to consider –Vote to Layout Fairway Drive at its meeting scheduled for **Monday, April 11, 2016.**

In addition to sponsoring street acceptance of Fairway Drive (Shining Rock Golf Community) the Planning Board is also sponsoring a number of zoning amendment articles for the 2016 SATM. Copy of the Planning Board votes and supportive documents will be provided.

Any questions let me know.

Thanks,

-Gary

R. Gary Bechtholdt II
Northbridge Town Planner

COMMUNITY PLANNING & DEVELOPMENT

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

C

Chief Warchol's
Response

Sharon Susienka

From: Walter J. Warchol <wwarchol@northbridgemass.org>
Sent: Wednesday, March 09, 2016 8:28 AM
To: ssusienka@northbridgemass.org
Subject: FW: Boot drive

Sharon:

As long as she follows the Boot Drive Policy should not be a problem

From: Sharon Susienka [mailto:ssusienka@northbridgemass.org]
Sent: Tuesday, March 08, 2016 2:53 PM
To: wwarchol@northbridgemass.org; tlabrie@northbridgemass.org
Subject: FW: Boot drive

Gentlemen: Do you have any issues with a Boot Drive to benefit the WCC Swim Team on Saturday, May 21st from 9AM to Noon. Denise Foster will be requesting permission from the Select Board on Monday, March 14th. Please advise. Thank you.

Sharon L. Susienka
Exec. Asst. to the Town Manager
Town of Northbridge
Phone: 508-234-2095
Fax: 508-234-7640

From: swimdiva97 [mailto:swimdiva97@charter.net]
Sent: Wednesday, March 02, 2016 10:19 AM
To: ssusienka@northbridgemass.org
Subject: Boot drive

no conflict 5/21/16
9AM - 12 Noon

Hi Sharon

Happy March....just wanted to know what available dates are there for a boot drive for the Swim Team?

Talk soon
Thank you,
Denise Foster
Swimdiva97@charter.net

Sent from my Verizon Wireless 4G LTE smartphone

This email has been sent from a virus-free computer protected by Avast.
www.avast.com

\$25.00 Fee

BOS Agenda 3.14.16

Phone: (508) 234-8184

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF NORTHBRIDGE

APPLICATION FOR SPECIAL LICENSE

D

TO THE LICENSING AUTHORITIES:

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto. Chapter 138, Section 14

(FULL NAME OF PERSON/ORGANIZATION MAKING APPLICATION):

George Marston Whiting Memorial Community Assoc Inc
Name of Responsible Person: Heather Elster

STATE CLEARLY PURPOSE FOR WHICH LICENSE IS REQUESTED:

FOR: ONE-DAY ALL ALCOHOL LICENSE

Type of Event: Fundraiser

Date and Time of Event: April 30, 2016 6:30-10:30pm

GIVE LOCATION BY STREET AND NUMBER: 39 Church Avenue Northbridge, MA

DESCRIPTION OF PREMISES: Parking lot behind Saint Peter's School building in a 40'x80' enclosed tent. One entrance requiring pre purchased ticket for admittance. Two bars inside with Pappa's Catering staff serving.

in said Town of Northbridge in accordance with the rules and regulations made under authority of said Statutes. *The town highly recommends that you notify your insurance company of this event.

Heather Elster
(Signature of Applicant)

Print Name: Heather Elster

Address: 60 Main Street

City: Whitinsville

State, Zip: MA 01588

SPECIAL LICENSES ISSUED UNDER SECTION 14 [ONE-DAY LICENSES]: MUST PURCHASE THE EVENT ALCOHOL/BEER/WINE FROM A DISTRIBUTOR OTHERWISE YOU ARE IN VIOLATION OF STATE LAW.

Name of Distributor(s): Atlas Distributing, Inc

Received: 3/8/16 10 AM
(Date) (Time)

3/14/16

Date License Granted

CC: ABCC; POLICE CHIEF; FIRE CHIEF FOR INSPECTION IF INDOORS

SPECIAL PERMIT/LICENSE

RELEASE OF CLAIMS, INDEMNITY AND HOLD HARMLESS AGREEMENT

****Please read this document thoroughly before completing and signing****

I, Heather Elster, in consideration of a special permit/license granted by the Town of Northbridge for a non-town sponsored private function to be held on April 30, 2016, and for other good and valuable consideration hereby acknowledged, do hereby agree to forever RELEASE the Town of Northbridge, its employees, agents, officers, volunteers, or contractors (the "Town"), from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries which I or my guests, employees, agents, successors or assigns may have as the result of the issuance and/or use of a special permit/license granted by the Town of Northbridge for a non-town sponsored private function to be held on April 30, 2016, and all activities related thereto.

I further promise, to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Town against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries to myself or others or property damage resulting from my use, or the use of my guests, employees or agents as the result of the issuance and/or use of a special permit/license granted by the Town of Northbridge for a non-town sponsored private function to be held on April 30, 2016, and all activities related thereto.

I hereby further covenant for myself, my successors and assigns not to sue the said Town on account of any such claim, demand or liability.

I am fully aware that by signing this document I am releasing the Town from liability that may arise as a result of the acts or omissions of the Town. Additionally, it is my intent to release the above mentioned parties from liability and defend and indemnify said parties for liability relating to any accident and resulting injuries and/or death that may occur as a result of the issuance and/or use of a special permit/license granted by the Town of Northbridge for a non-town sponsored private function to be held on April 30, 2016, and all activities related thereto.

To the extent I am signing this document on behalf of an organization, corporation, association or similar entity, I represent that I am fully authorized by said entity to execute this document.

Witness my hand and seal this 3 day of March 2016.

Name (Printed): Heather Elster

Heather Elster
Signature

Tary Bodwell
Witness

THIS FORM MAY NOT BE ALTERED

**BOARD OF SELECTMEN
LICENSE ROUTING SLIP**

Business: Whitin Community Center
Applicant: Tammy Bodwell
Address: 39 Church Avenue, Northbridge
License Type: One - Day All Alcohol

* License is a for a Whitin Community Center fund-raiser for the new Rockdale Youth Center to be held at the new Rockdale Youth Center on April 30th from 6:30 pm - 9:30 pm.

DEPARTMENT: PLANNING: N/A -not applicable	COMMENTS:	SIGNATURE: <i>R. Gary Becktholdt M</i> -03.08.2016
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POLICE:

Spoke to Heather at WCC concerning the fund raising event;
Alcohol being served by licensed vendor with a limited crowd (No Issues) *Walter Warchol*

FIRE:

The Fire Department has no concerns at this time, we understand that this will be an outdoor event. Therefore, it does not require a inspection. 3/8/16 - Gary A. Nestor - Fire Cheif *Gan*

BUILDING/ZONING:

Approved 3-7-2016

James Sheehan Jr.

CONSERVATION:

March 7, 2016 N/A

Barbara A. Kinney

HEALTH:

Water	All set with Board of Health
Trash	A One-Day Food Permit has been issued for this event.
Other	

ASSESSORS:

No Issues. 03-08-16

Robert Fitzgerald

TREASURER/COLLECTOR:

Excise	0.00	Water / Sewer	0.00
Personal property	0.00	Other	
Real estate	0.00		Julie Harris,Treas/Coll

Please sign off and return the slip to the Town Manager's Office or offer comments via email to mwetherbee@northbridgemass.org or ssusienka@northbridgemass.org. Thanks!!



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/2/2015

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

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

PRODUCER Eastern Insurance Group LLC 155B Otis Street Northborough MA 01532	CONTACT NAME: Select Department	
	PHONE (A/C No. Ext): 800-572-4538 FAX (A/C No): 781-586-8244	
	E-MAIL ADDRESS: selectwork@easterninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Peerless Insurance Company	
INSURED SKS Inc, DBA: Peppers Fine Foods 43 Hudson Street Northboro MA 01532	INSURER B: Excelsior Insurance Company	11045
	INSURER C: Peerless	24074
	INSURER D: Assoc Industries Mass Mutual	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL153554089 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 100,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BKS55896765	4/1/2015	4/1/2016	MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 200,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS		BA1272438	4/1/2015	4/1/2016	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						Schedule Mod Factor 1 \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO55896765	4/1/2015	4/1/2016	\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N/A	WMZ8006037012015A	4/1/2015	4/1/2016	E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability					General Aggregate \$2,000,000
			BKS55896765	4/1/2015	4/1/2016	Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Caterer

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John Koegel/HP1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2016

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

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

PRODUCER Gaudette Insurance Agency, Inc One Plummerts Corner Whitinsville, MA 01588-2100 508 234-6333	CONTACT NAME:	
	PHONE (A/C, No, Ext): 508 234-6333	FAX (A/C, No): 1-508-234-8121
INSURED George Marston Whitin Memorial Community Association, Inc. 60 Main Street Whitinsville, MA 01588	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great American Insurance Company	
	INSURER B: Technology Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PAC3879059	09/01/2015	09/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			UMB3879060	09/01/2015	09/01/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC3518038	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

CERTIFICATE HOLDER

CANCELLATION

Town of Northbridge
7 Main Street
Whitinsville, MA 01588

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

AUTHORIZED REPRESENTATIVE

[Signature]

Upton #1

DRAFT
PRIVATE ENTITY – NON-HOST CUSTOMER

NET METERING CREDIT PURCHASE AND SALE AGREEMENT

This Net Metering Credit Purchase and Sale Agreement (“**Agreement**”) is entered into as of _____, 2016 (the “**Effective Date**”) by and between Upton Solar LLC, a Delaware limited liability company (“**Seller**”), and the Town of Northbridge, a Massachusetts Municipality (“**Buyer**”). In this Agreement, Seller and Buyer are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating and maintaining solar (PV) electric generation facilities; and

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, the Net Metering Credits associated with Energy generated by the Facility, but not the Environmental Attributes or Tax Attributes, during the Term, subject to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants and conditions herein, and the Exhibits attached hereto, Seller and Buyer agree as follows.

ARTICLES I
DEFINITIONS

1.1 When used in this Agreement, capitalized terms shall have the meanings given in the Glossary of Terms, attached hereto and incorporated herein, unless a different meaning is expressed or clearly indicated by the context. Words defined in the Glossary of Terms which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

ARTICLE II
TERM

2.1 Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date, and shall end at the earlier of (i) 11:59 PM on the day preceding the twentieth (20th) anniversary of the Commercial Operations Date (the “**Termination Date**”), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof. The Parties, by mutual written agreement and subject to Applicable Law, may exercise up to two (2) options to renew this Agreement, each for an additional five (5) year term.

2.2 Early Termination. This Agreement may be terminated prior to the Termination Date (the “**Early Termination Date**”):

(a) by Seller at any time within ninety (90) days after the Effective Date, upon thirty (30)

days' notice to Buyer, in the event that Seller, in its sole discretion, determines that it should abandon development of the Facility;

- (b) by either Party, in accordance with Section 4.1 (relating to net metering), Section 4.2 (relating to termination as a consequence of regulatory change), or Section 8.2 (relating to termination as a consequence of Force Majeure); or
- (c) pursuant to Section 10.3 (regarding financing)
- (d) by Buyer, if Seller has not commenced construction of the Facility by the Construction Commencement Date.

Upon early termination of this Agreement in accordance with this Section 2.2, each Party shall discharge by performance all obligations due to the other Party that arose up to the Early Termination Date and the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.

ARTICLE III TITLE; FACILITY OPERATION

3.1 Title.

- (a) Seller shall retain title to the Facility, Energy, Environmental Attributes, Tax Attributes, generation capacity and ancillary services produced or associated with the Energy or the Facility. If Buyer is deemed to be the owner or provider of any of the above, Buyer shall assign the same to Seller and if Buyer receives any payments regarding the above, it shall, subject to all Applicable Law, promptly transfer those payments to Seller. This Section 3.1(a) shall survive the termination of this Agreement.
- (b) As between Seller and Buyer, title to, and risk of loss of, the Net Metering Credits will pass from Seller to Buyer upon allocation of the Net Metering Credits to Buyer's Recipient Account(s). The risk of loss of Net Metering Credits in excess of the Quantity shall at all times remain with Seller.

3.2 Notice of Commercial Operations Date. Subject to the provisions of this Agreement, Seller shall promptly notify Buyer in writing of the Commercial Operation Date.

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- 3.3 As between Buyer and Seller, Seller shall be solely responsible for the permitting, financing, installation, interconnection, operation, maintenance, repair and removal of the Facility and for the costs and expenses arising therefrom (the “Development”); and shall undertake and complete the Development with reasonable care and in accordance with Applicable Law and prudent construction and solar photovoltaic industry practices. Seller shall also design and install the Facility such that it is reasonably expected that, as of the Construction Commencement Date, the Facility will qualify for the LDC’s G-1 rate, or a more favorable rate to Buyer, as determined by the Parties. Seller shall comply with all provisions of its Interconnection Agreement with the LDC for the Facility. Furthermore, Seller shall indemnify and save Buyer harmless from all Losses arising out of the Development.

ARTICLE IV NET METERING; REGULATORY CHANGE

- 4.1 Net Metering as Condition Precedent. Each Party’s obligations under this Agreement are subject to the Facility’s metered connection to the LDC qualifying for Net Metering as a Private Facility under the Private Cap within the Massachusetts System of Assurance of Net Metering Eligibility. If the Facility does not so qualify, either Party may, but shall not be obligated to, terminate this Agreement by delivery of notice thereof to the other Party. If this Agreement is terminated pursuant to this Section 4.1, the termination shall be effective as of the delivery of such notice without further liability of the Parties to each other, provided that the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice.
- 4.2 Obligation to Modify Agreement Pursuant to Actions by Governmental Authority. Upon a change in Applicable Law or Governmental Authority order, decision, or regulation implementation, or upon the administration or interpretation thereof by the DPU or the LDC, that (i) materially restricts Seller’s ability to deliver Net Metering Credits to Buyer, (ii) materially restricts Buyer’s ability to receive Net Metering Credits, or (iii) disallows the Facility’s qualification as a Private Facility under the Private Cap, the Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use best efforts to conform such amendment to restore the economic benefit to each Party and to do so in a timely fashion. If the Parties negotiating in good faith cannot agree within sixty (60) days concerning conforming to such actions, then either Party may terminate this Agreement.

ARTICLE V PURCHASE AND SALE OF NET METERING CREDITS

- 5.1 Sale and Purchase of Net Metering Credits. Commencing on the Commercial Operations Date and continuing throughout the Term, Seller agrees to sell to Buyer, and Buyer agrees to accept from Seller and to compensate Seller as set forth herein, the Net Metering Credits associated with 15% of the Energy generated by the Facility, as determined by the Meter (the “*Quantity*”), provided that Buyer shall not be required to pay for any Net Metering Credits

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that have not been credited by the LDC to the Recipient Accounts.

5.2 Price. The price that Buyer shall pay to Seller for the Quantity shall be as stated on Exhibit A, attached hereto (the “**Price**”).

5.3 Delivery; Indemnification.

- (a) To deliver the Net Metering Credits to Buyer, Seller shall allocate the Net Metering Credits purchased by Buyer under this Agreement to Buyer’s Recipient Account(s) (through completion of a “Schedule Z”, or such process as may be established by the Tariff). Seller shall prepare, or cause the Host Customer of the Facility to prepare, the Schedule Z and any amendments thereto. Seller shall exercise all reasonable efforts to ensure that all information included on the Schedule Z or any amendment thereto is accurate, complete, and compliant with the Net Metering Regulations. Subject to the requirement that Buyer purchase the Quantity, Seller shall, subject to the Net Metering Regulations, amend or cause the Host Customer of the Facility to amend the Recipient Accounts designated on the Schedule Z upon request of Buyer.
- (b) Buyer understands that the Net Metering Credits delivered to Buyer in any particular month will be reflected on Buyer’s Recipient Account Statement from the LDC as a monetary credit amount and not as a electricity quantity; and that such credit will be reflected on the Recipient Account Statement according to the LDC’s billing cycle, which may be up to approximately two (2) months after the Energy associated with the Net Metering Credits is generated by the Facility.
- (c) Seller will attempt to correct any LDC allocation error and Buyer agrees to cooperate in a timely manner as needed.

5.4 Governmental Charges.

- (a) Seller is responsible for any Governmental Charges attributable to this Agreement, the Facility, the property upon which the Facility is installed and to the sale of Net Metering Credits hereunder, irrespective of whether imposed before, upon or after the allocation and delivery of Net Metering Credits to Buyer.
- (b) Both Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges. In the event any of the sales of Net Metering Credits hereunder are to be exempted from or not subject to one or more Governmental Charges, the applicable Party shall, promptly upon the other Party’s written request therefor, provide the applicable Party with all necessary documentation within the possession of the non-requesting Party to evidence such exemption or exclusion.

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ARTICLE VI PAYMENT

6.1 Payment.

- (a) Beginning with the first month that Buyer's Recipient Account Statement(s) reflects Net Metering Credits, Seller shall provide Buyer with an invoice (the "***Invoice***") for the value of Net Metering Credits Quantity that is credited to Buyer's Recipient Account(s) according to the monthly Buyer's Recipient Account Statement(s). For avoidance of doubt, Seller shall invoice Buyer only for those Net Metering Credits that appear on Buyer's Recipient Account Statements.
- (b) Buyer shall remit payment of the full amount of each Invoice to Seller or its designee by check or electronic funds transfer (or other means agreeable to both Parties) to the account designated by Seller within thirty (30) days following Buyer's receipt of each such Invoice. Any payment due but not made to Seller within thirty (30) days of the Buyer's receipt of an Invoice shall bear interest from the date on which such payment was required to have been made, through and including the date such payment is actually received by Seller. Such interest shall accrue at an annual rate equal to the Interest Rate.
- (c) Prior to the Commercial Operations Date, Buyer shall take all reasonable actions required by the LDC to allow Seller to electronically access, for the Term, the Recipient Account Statement and account information solely for purposes of fulfilling Seller's obligations under this Agreement.
- (d) The Parties shall resolve any Invoice disputes according to Section 6.3 (Invoice Disputes).

6.2 Records and Audits.

- (a) Seller shall maintain accurate operating and other records and all other data for the purposes of proper administration of this Agreement.
- (b) Subject to Applicable Law, including the Massachusetts Public Records Law, each Party shall keep, for a period of not less than two (2) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such transaction. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to such transactions during the other Party's normal business hours.

6.3 Invoice Disputes. If a Party, in good faith, disputes an amount owed or paid as provided in this Agreement, the disputing Party shall promptly notify the other Party of the basis for the dispute and pay the undisputed portion of such Invoice no later than the due date. Upon

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resolution of the dispute, any required payment shall be made within seven (7) Business Days of such resolution, unless, as to Buyer, a longer period is required in order for Buyer to appropriate funds therefor, not to exceed sixty (60) Business Days. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments with interest accrued at the Interest Rate per annum at the option of the overpaying Party. The Parties shall only be entitled to dispute an amount owed or paid within twelve (12) calendar months from the date of issuance of such Invoice, or from the date on which such Party knew or should have known of the basis of such dispute, provided that Seller shall be deemed to have known of any Seller-caused error or omission in any Invoice on the date of such Invoice. If the Parties are unable to resolve a payment dispute under this Section, the Parties shall follow the procedure set forth in Article 11 (regarding dispute resolution).

ARTICLE VII REPRESENTATIONS, WARRANTIES, COVENANTS

7.1 Each Party represents and warrants to the other Party as follows.

- (a) The Party is duly organized, validly existing, and in good standing under the laws of Massachusetts.
- (b) The Party has full legal capacity to enter into and perform this Agreement.
- (c) The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.
- (d) It shall perform its obligations under this Agreement in material compliance with the Applicable Law.

7.2 Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a “forward contract” within the meaning of the United States Bankruptcy Code, and that Seller is a “forward merchant” within the meaning of the United States Bankruptcy Code. The Parties further acknowledge and agree that, for purposes of this Agreement, Seller is not a “utility” as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees not to assert that Seller is a utility under the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

ARTICLE VIII TERMINATION; DEFAULT

8.1 Events of Default. The following shall each constitute an Event of Default by a Party.

- (a) The Party fails to make any material payment due under this Agreement within thirty

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(30) days after such payment is due unless the specific amount of the payment not made is being disputed.

(b) The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party; provided, however, if the defaulting Party promptly commences and proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved, despite using commercially reasonable efforts, to cure the same within the said thirty (30) days, the defaulting Party's time to do so shall be extended by the time reasonably necessary to cure the same, but not more than sixty (60) days.

(c) Fraud or intentional misrepresentation by the Party with respect to any of the covenants or agreements of this Agreement.

(d) The Party:

i. is dissolved (other than pursuant to a consolidation, amalgamation or merger);

ii. makes a general assignment, arrangement or composition with or for the benefit of its creditors; or

iii. (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) commences a voluntary case under any bankruptcy law; (D) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (E) acquiesces in, or fails to contest in a timely manner, any petition filed against it in an involuntary case under bankruptcy law or seeking to dissolve it under other applicable law; or (F) takes any action authorizing its dissolution.

8.2 Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure*, either Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within a reasonable time after the occurrence of the *Force Majeure* event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. Notwithstanding the foregoing, if a *Force Majeure* event continues for 180 days or more, either Party may terminate this Agreement without liability, except for those

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liabilities that arose prior to termination under this Section 8.2.

8.3 Termination for Default.

- (a) Upon the occurrence of an Event of Default, the non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, subject to the rights to cure of Section 8.1 and Section 10.2(a)(iii)(A), and upon any termination date specified in such notice, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof.
- (b) If this Agreement is terminated due to an Event of Default, Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, Net Metering Credits generated subsequent to such termination date.

ARTICLE IX REMEDIES; LIMITATION OF LIABILITY; WAIVER

9.1 Remedies. Subject to the other limitations set forth in this Agreement, upon an Event of Default by Buyer, Seller may elect to (i) not terminate this Agreement and pursue against Buyer all available remedies at law or in equity; or (ii) terminate this Agreement, in which event Seller shall exercise all commercially reasonable efforts to sell the Quantity to persons other than Buyer at the highest price practicable, and may, as its sole and exclusive remedy, recover from Buyer any loss in revenues for the Quantity resulting therefrom equal to a reasonable net present value of the positive difference between (1) the Price multiplied by the Quantity for the remaining Term, and (2) the price per Net Metering Credit (measured in kilowatt hours) to be paid by a third party for the Quantity multiplied by the Quantity for the remaining Term. Subject to the other limitations set forth in this Agreement, upon an Event of Default by Seller, Buyer may elect to (i) not terminate this Agreement and pursue against Seller all available remedies at law or in equity; or (ii) terminate this Agreement and, as its sole and exclusive remedy, recover from Seller any loss in Net Metering Credit savings equal to a reasonable net present value of the difference between the Price and the average Net Metering Credit Value during the 365 days preceding the Event of Default multiplied by the Quantity for the remaining Term. Each Party agrees that it has a duty, in accordance with Applicable Law, to mitigate damages that it may incur as a result of the other Party's non-performance under this Agreement. The foregoing shall be the Parties' sole remedies in the event of an Event of Default.

9.2 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT,

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IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

9.3 Waivers.

- (a) No Implied Waivers – Remedies Cumulative. No covenant or agreement under this Agreement shall be deemed to have been waived by Seller or Buyer, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's agent. Consent or approval of Seller or Buyer to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve the other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. The failure of Seller or Buyer to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of Seller or Buyer herein specified or any other right or remedy that Seller or Buyer may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.
- (b) Acceptance of Payment. Neither receipt nor acceptance by Seller or Buyer of any payment due herein, nor payment of same by Buyer or Seller, shall be deemed to be a waiver of any default under the covenants or agreements of this Agreement, or of any right or defense that Seller or Buyer may be entitled to exercise hereunder.

ARTICLE X ASSIGNMENT

- 10.1 Prior Written Consent. Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that without consent of Buyer, Seller (i) may assign its rights and obligations hereunder to an Affiliate of Seller and (ii) may sell or collaterally assign this Agreement in accordance with Section 10.2. For purposes of this Section 10.1, transfer does not include any sale of all or substantially all of the assets of Seller or Buyer or any merger of Seller or Buyer with another person, whether or not Seller or Buyer is the surviving entity from such merger, or any other change in control of Seller or Buyer, provided any such surviving entity assumes all obligations of Seller or Buyer, as appropriate, under this Agreement; provided however, with respect to Buyer, such surviving entity is acceptable to Lender in its sole discretion. Notwithstanding the foregoing, except for an assignment made for collateral purposes only, in the event of any

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assignment by Seller, Seller shall be deemed to have represented and warranted to Buyer that the assignee has, as of the date of the assignment, to the best of Seller's reasonable knowledge, the financial ability and qualifications to fulfill the obligations of Seller under the Agreement. Seller shall not be relieved of liability under this Agreement in the event of a collateral assignment, except where a Lender has cured all Seller defaults pursuant to Section 10.2(a)(iii)(B), or in the event of an assignment not made in compliance with this Agreement.

10.2 Collateral Assignment; Financing Provisions:

(a) Financing Arrangements. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to a Lender. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Facility. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Lender, Buyer agrees as follows:

(i) Consent to Collateral Assignment. Buyer hereby consents to both of the sale of the Facility to a Lender and the collateral assignment of the Seller's right, title and interest in and to this Agreement as security for financing associated with the Facility.

(ii) Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Lender, as owner of the Facility, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled, subject to all provisions of this Agreement, to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Facility;

(B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller thereunder or cause to be cured any default of Seller thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to Seller's interests under this Agreement or has otherwise assumed the obligation) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Facility by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender

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(or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default or a cure of any Seller Event of Default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer may enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Seller default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously and diligently pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period in accordance with and subject to the provisions of this Agreement.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Seller's assets and shall, within the time periods described in Section 10.2(a)(iii)(A), cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

- (b) Lender a Third Party Beneficiary. Buyer agrees and acknowledges that Lender is a third party beneficiary of the provisions of this Section 10.2.
- (c) Entry to Consent to Assignment. Buyer agrees to, at Seller's expense, execute any reasonable consents to assignment or acknowledgements as may be reasonably requested by Seller and/or Lender in connection with such financing or sale of the Facility.

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10.3 Obligation to Modify Agreement Pursuant to Financing Requirements. If a Lender requires this Agreement to be modified in order to finance the development, construction, or operation of the Facility, or if Seller, in good faith, requires the Agreement to be modified in order to finance, develop or operate the Facility, the Parties shall negotiate in good faith to amend this Agreement in an effort to reasonably and materially conform to such requirements and to the original intent of this Agreement in a timely manner and without adversely affecting the economics of this Agreement to Buyer. If the Parties, negotiating in good faith, cannot agree on the amendments, either Party may terminate this Agreement. The terminating Party shall give the other Party thirty (30) days prior written notice and this Agreement shall terminate without further liability of the Parties to each other, provided that the Parties shall not be released from any obligation arising under this Agreement prior to such termination. Seller shall promptly reimburse to Buyer, in an amount up to \$5,000, for all reasonable attorneys' and consulting fees incurred by Buyer in connection with any such negotiation, irrespective of whether the Parties agree to an amendment to this Agreement.

ARTICLE XI DISPUTE RESOLUTION

11.1 Dispute Resolution. The Parties agree to use their respective commercially reasonable best efforts to resolve any dispute(s) that may arise regarding this Agreement.

(a) Negotiation. Upon written request of a Party to engage in dispute resolution during the Term, any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between the chief executive of Seller, and the chief executive of Buyer, who shall use their respective commercially reasonable best efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other a notice that identifies with particularity the nature, and the acts(s) or omission(s) forming the basis of, the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties.

(b) Mediation. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator either Party may request the American Arbitration Association (the "AAA") to appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties involved in the dispute. Absent written agreement of the Parties, mediation shall not exceed one 7-hour day. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. The

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mediator's fees shall be shared equally by all Parties involved in the dispute.

- (c) Massachusetts Laws and Courts. Any dispute that is not settled to the mutual satisfaction of the Parties pursuant to Sections 11.1(a) and (b) shall be settled by application of the laws of the Commonwealth of Massachusetts without regard to rules of conflicts of laws, and shall be so settled solely in the state courts of the Commonwealth of Massachusetts, to whose exclusive jurisdiction both Parties hereby submit without objections to inconvenient form or improper venue. Seller agrees to accept service of process by certified mail at the address provided by Seller herein.
- (d) Survival of Dispute Resolution Provisions. The provisions of this Section 11.1 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

ARTICLE XII MISCELLANEOUS

12.1 Notices. All notices and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be deemed delivered upon receipt (except that notice provided by email shall be deemed delivered upon confirmation of receipt, of which auto-reply is insufficient), and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or email transmission, provided that a Party who has received a communication shall not claim that such communication was not received due to its not being sent in conformance with this section. The communications shall be sent to the following addresses:

If to Seller:	Nexamp Capital, LLC 4 Liberty Square 3 rd Floor Boston, MA 02109 Attn: Joe Fiori
With a copy to:	Bowen Burditt Email: bburdit@nexamp.com
If to Buyer:	Town of Northbridge 7 Main Street Whitinsville, MA 01588 Attn. Board of Selectmen

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

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- 12.2 Not used.
- 12.3 Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and affects an essential purpose of this Agreement, and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision.
- 12.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.
- 12.5 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between Seller and Buyer with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.
- 12.6 Press Releases. The Parties shall reasonably cooperate with each other when making public announcements of any kind or in any form related to the execution and existence of this Agreement, or the sale or purchase of Net Metering Credits.
- 12.7 No Joint Venture. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of Seller and Buyer hereunder are individual and neither collective nor joint in nature.
- 12.8 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Agreement or their successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.
- 12.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
- 12.10 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such reasonable documents and reasonable assurances, reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 12.10.
- 12.11 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a reasonable manner.

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- 12.12 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement, other than expressly set forth herein.
- 12.13 Survival of Indemnification Obligations. All provisions requiring Seller to indemnify the Buyer shall survive the expiration or earlier termination of this Agreement.
- 12.14 Access to Records. Seller will make all books, accounts, data, records, reports, files and other papers relating to the metering and billing of the Quantity under this Agreement available at all reasonable times for inspection, review and audit by the Buyer, its legal counsel, or other authorized representative.
- 12.15 Additional Terms Regarding Buyer's Obligations. Notwithstanding anything to the contrary in this Agreement:
- (a) Buyer shall not be required to execute documents or instruments subsequent to the execution of the Agreement that will materially or unreasonably increase Buyer's risks or obligations under the Agreement, or result in the waiver of any of Buyer's rights, defenses, or remedies under the Agreement or at law or in equity, or require Buyer to give or cause its counsel to give a legal opinion or require Buyer to make a statement of fact of which Buyer does not have actual knowledge.
 - (b) Any requirement that Buyer cooperate or assist Seller shall not require Buyer to interfere with or influence the independent regulatory, licensing, taxing, permitting or judicial functions of any official, department, board, committee, body or commission of Buyer.
 - (c) The Agreement shall be subject to Applicable Law.
 - (d) Buyer does not waive any of the rights, remedies, defenses and immunities afforded Buyer, as a municipality, under G.L. c. 258, all of which rights, remedies, defenses and immunities Buyer hereby reserves.
- 12.16 M.G.L. c. 62C, § 49A Certification. Seller hereby certifies under penalties of perjury that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

[Signature page to follow.]

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IN WITNESS WHEREOF, the Parties have executed this Net Metering Credit Purchase and Sale Agreement under seal as of the Effective Date.

BUYER

SELLER

Town of Northbridge

Upton Solar, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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Glossary of Terms

“Affiliate” means, as to any person or entity, any other person or entity which, directly or indirectly, is in control of, is controlled by, or is under common control with, such person or entity. For purposes of this definition, “control” of a person or entity means the power, directly or indirectly, to direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise.

“Applicable Law” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, the construction, operation, and ownership of the Facility, as well as the selling and purchasing of Energy and Net Metering Credits therefrom.

“Billing Period” shall mean as defined in the Net Metering Regulations.

“Business Day” means a day on which Federal Reserve member banks in Boston are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“Commercial Operations” shall occur for the Facility when (i) Seller has obtained all necessary licenses, permits and approvals under Applicable Law for the installation and operation of the Facility, (ii) the Facility is ready and able to generate and supply electricity to the LDC’s electricity distribution system, (iii) all related facilities and rights, if any, have been completed or obtained to allow regular operation of the Facility, and (iv) if applicable and to the extent required, the LDC has approved interconnection with the electricity distribution system to allow regular operation of the Facility.

“Commercial Operations Date” means the date on which the Facility achieves Commercial Operations.

“Construction Commencement Date” means the date that is after all governmental approvals necessary for construction of the Facility have been received by Seller, and on which site preparation and substantial construction activities have commenced on the property upon which the Facility is located, and in no event shall this date be later than 15 months from the Effective Date.

“Energy” means the amount of electricity generated over a period of time by the Facility, expressed in terms of kilowatt hour (“kWh”) or megawatt hour (“MWh”).

“Environmental Attribute” means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Facility and its

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displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Net Metering Credits.

“Facility” means the solar (PV) power electrical generation facility or facilities identified on Exhibit B, attached hereto and incorporated herein, together with all appurtenant facilities required to interconnect the Facility to the LDC electric distribution system. Subject to Buyer’s agreement, not to be unreasonably withheld, Seller may supply Net Metering Credits under this Agreement from multiple Facilities. If more than one Facility is identified in the attached Exhibit B, these terms are to be understood in the plural and the provisions of this Agreement shall apply with respect to each such Facility.

“Force Majeure” means any cause not within the reasonable control of the affected Party which, through no fault of such Party, precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; high winds, hurricanes or tornados; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Economic hardship of either Party shall not constitute an event of *Force Majeure*.

“Governmental Authority” means any national, state or local government, or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

“Governmental Charges” means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Net Metering Credits, the Energy or this Agreement.

“Interconnection Agreement” means the interconnection agreement(s) entered into with the LDC for the Meter, which authorizes the Facility to interconnect with the local electric distribution system.

“Interest Rate” means a fluctuating interest rate per annum equal to the sum of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus (ii) two percentage points. (In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or

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interest rate mutually acceptable to both the Seller and Buyer.) The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred sixty five (365) days and the actual number of days for which such interest is due.

“LDC” means the local electric distribution company.

“Lender” means the entity or person(s) providing financing to Seller in connection with the Facility, including any lessor. A Lender shall not include Seller’s trade creditors.

“Losses” means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, interest, fines, fees, penalties, costs, and expenses (including all reasonable attorney’s fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

“Meter” means the meter furnished and installed by the LDC for the purpose of measuring the Energy and corresponding Net Metering Credits.

“Net Metering” means the process of measuring the difference between electricity delivered by a LDC and electricity generated by a net metering facility and fed back to the LDC, as set forth as of the Effective Date under the Net Metering Regulations.

“Net Metering Credits” means the monetary value of the excess electricity generated by a net metering facility, as currently stated as of the Effective Date under “Net Metering Credits” in the Tariff, and is calculated as of the Effective Date by the LDC according to 220 C.M.R. 18:04 and the Tariff §1.06, and excluding, for the avoidance of doubt, any Tax Attributes and Environmental Attributes.

“Net Metering Credit Value” shall be as determined under Net Metering Regulation 220 CMR §18:04(1) for the relevant Billing Period.

“Net Metering Regulations” means the Applicable Law as it applies to Net Metering, including, as of the Effective Date, M.G.L. c. 164, §§138 – 143 and 220 C.M.R. §18.00, *et seq.*, as they may be amended from time to time, and including all regulatory agency orders pertaining thereto.

“Private Cap” means the LDC’s aggregate Net Metering capacity MW limit for Net Metering Facilities other than Net Metering Facilities of Municipalities or other Governmental Entities, pursuant to M.G.L. c. 164, §139(f).

“Private Facility” means a Class II or III Net Metering Facility that qualifies for the Private Cap based on the Net Metering Regulations.

“Quantity” is defined in Section 5.1.

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“Recipient Account(s)” means the LDC accounts designated by Buyer and listed on the Schedule Z.

“Recipient Account Statement(s)” means the LDC statement(s) which accompanies the Buyer’s Recipient Account(s).

“Renewable Energy Certificate” or ***“REC”*** means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, any Tax Attributes and the Net Metering Credits.

“Tariff” means the LDC tariff for interconnection for distributed generation and net metering services, as approved by the Massachusetts Department of Public Utilities, together with any subsequent amendments and approvals thereto.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation), and excluding, for the avoidance of doubt, any Environmental Attributes and Net Metering Credits.

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EXHIBIT A

PRICE

Commencing on the Commercial Operations Date and continuing thereafter for each year of the Term, the Price shall be an amount equal to the greater of (a) seventy five percent (75%) of the Net Metering Credit Value as determined under the Net Metering Regulations, 220 CMR §18:04(1), for that Billing Period (as defined in the Net Metering Regulations), or (b) \$0.080/kWh, the Minimum Purchase Price.

<u>Delivery Year</u>	<u>Percent (%) Net Metering Credit Discount</u>	<u>Minimum Purchase Price (\$/kWh)</u>
1	25%	\$0.08
2	25%	\$0.08
3	25%	\$0.08
4	25%	\$0.08
5	25%	\$0.08
6	25%	\$0.08
7	25%	\$0.08
8	25%	\$0.08
9	25%	\$0.08
10	25%	\$0.08
11	25%	\$0.08
12	25%	\$0.08
13	25%	\$0.08
14	25%	\$0.08
15	25%	\$0.08
16	25%	\$0.08
17	25%	\$0.08
18	25%	\$0.08
19	25%	\$0.08
20	25%	\$0.08

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EXHIBIT B

FACILITY DESCRIPTION

The Facility is a 1.0 MW alternating current (AC) solar photovoltaic array located on privately-owned land in National Grid service territory and known as Seller's Upton I facility, with an address of 211 Milford Street in Upton, MA. The Facility will include a data acquisition system that contains a revenue grade meter to measure production as well as additional equipment to measure the temperature and solar insolation.

The facility will be a ground-mounted system and will use inverters to convert direct current (DC) electricity into AC electricity suitable for feeding into the electric grid, through an LDC metering device.

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NET METERING CREDIT PURCHASE AND SALE AGREEMENT

This Net Metering Credit Purchase and Sale Agreement (“**Agreement**”) is entered into as of _____, 2016 (the “**Effective Date**”) by and between **Upton Solar LLC**, a Delaware limited liability company (“**Seller**”), and the Town of Northbridge, a Massachusetts Municipality (“**Buyer**”). In this Agreement, Seller and Buyer are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating and maintaining solar (PV) electric generation facilities; and

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, the Net Metering Credits associated with Energy generated by the Facility, but not the Environmental Attributes or Tax Attributes, during the Term, subject to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants and conditions herein, and the Exhibits attached hereto, Seller and Buyer agree as follows.

ARTICLES I
DEFINITIONS

1.1 When used in this Agreement, capitalized terms shall have the meanings given in the Glossary of Terms, attached hereto and incorporated herein, unless a different meaning is expressed or clearly indicated by the context. Words defined in the Glossary of Terms which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

ARTICLE II
TERM

2.1 Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date, and shall end at the earlier of (i) 11:59 PM on the day preceding the twentieth (20th) anniversary of the Commercial Operations Date (the “**Termination Date**”), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof. The Parties, by mutual written agreement and subject to Applicable Law, may exercise up to two (2) options to renew this Agreement, each for an additional five (5) year term.

2.2 Early Termination. This Agreement may be terminated prior to the Termination Date (the “**Early Termination Date**”):

(a) by Seller at any time within ninety (90) days after the Effective Date, upon thirty (30)

days' notice to Buyer, in the event that Seller, in its sole discretion, determines that it should abandon development of the Facility;

- (b) by either Party, in accordance with Section 4.1 (relating to net metering), Section 4.2 (relating to termination as a consequence of regulatory change), or Section 8.2 (relating to termination as a consequence of Force Majeure); or
- (c) pursuant to Section 10.3 (regarding financing)
- (d) by Buyer, if Seller has not commenced construction of the Facility by the Construction Commencement Date.

Upon early termination of this Agreement in accordance with this Section 2.2, each Party shall discharge by performance all obligations due to the other Party that arose up to the Early Termination Date and the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.

ARTICLE III TITLE; FACILITY OPERATION

3.1 Title.

- (a) Seller shall retain title to the Facility, Energy, Environmental Attributes, Tax Attributes, generation capacity and ancillary services produced or associated with the Energy or the Facility. If Buyer is deemed to be the owner or provider of any of the above, Buyer shall assign the same to Seller and if Buyer receives any payments regarding the above, it shall, subject to all Applicable Law, promptly transfer those payments to Seller. This Section 3.1(a) shall survive the termination of this Agreement.
- (b) As between Seller and Buyer, title to, and risk of loss of, the Net Metering Credits will pass from Seller to Buyer upon allocation of the Net Metering Credits to Buyer's Recipient Account(s). The risk of loss of Net Metering Credits in excess of the Quantity shall at all times remain with Seller.

3.2 Notice of Commercial Operations Date. Subject to the provisions of this Agreement, Seller shall promptly notify Buyer in writing of the Commercial Operation Date.

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3.3 As between Buyer and Seller, Seller shall be solely responsible for the permitting, financing, installation, interconnection, operation, maintenance, repair and removal of the Facility and for the costs and expenses arising therefrom (the “Development”); and shall undertake and complete the Development with reasonable care and in accordance with Applicable Law and prudent construction and solar photovoltaic industry practices. Seller shall also design and install the Facility such that it is reasonably expected that, as of the Construction Commencement Date, the Facility will qualify for the LDC’s G-1 rate, or a more favorable rate to Buyer, as determined by the Parties. Seller shall comply with all provisions of its Interconnection Agreement with the LDC for the Facility. Furthermore, Seller shall indemnify and save Buyer harmless from all Losses arising out of the Development.

ARTICLE IV NET METERING; REGULATORY CHANGE

4.1 Net Metering as Condition Precedent. Each Party’s obligations under this Agreement are subject to the Facility’s metered connection to the LDC qualifying for Net Metering as a Private Facility under the Private Cap within the Massachusetts System of Assurance of Net Metering Eligibility. If the Facility does not so qualify, either Party may, but shall not be obligated to, terminate this Agreement by delivery of notice thereof to the other Party. If this Agreement is terminated pursuant to this Section 4.1, the termination shall be effective as of the delivery of such notice without further liability of the Parties to each other, provided that the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice.

4.2 Obligation to Modify Agreement Pursuant to Actions by Governmental Authority. Upon a change in Applicable Law or Governmental Authority order, decision, or regulation implementation, or upon the administration or interpretation thereof by the DPU or the LDC, that (i) materially restricts Seller’s ability to deliver Net Metering Credits to Buyer, (ii) materially restricts Buyer’s ability to receive Net Metering Credits, or (iii) disallows the Facility’s qualification as a Private Facility under the Private Cap, the Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use best efforts to conform such amendment to restore the economic benefit to each Party and to do so in a timely fashion. If the Parties negotiating in good faith cannot agree within sixty (60) days concerning conforming to such actions, then either Party may terminate this Agreement.

ARTICLE V PURCHASE AND SALE OF NET METERING CREDITS

5.1 Sale and Purchase of Net Metering Credits. Commencing on the Commercial Operations Date and continuing throughout the Term, Seller agrees to sell to Buyer, and Buyer agrees to accept from Seller and to compensate Seller as set forth herein, the Net Metering Credits associated with 50% of the Energy generated by the Facility, as determined by the Meter (the “*Quantity*”), provided that Buyer shall not be required to pay for any Net Metering Credits

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that have not been credited by the LDC to the Recipient Accounts.

5.2 Price. The price that Buyer shall pay to Seller for the Quantity shall be as stated on Exhibit A, attached hereto (the “*Price*”).

5.3 Delivery; Indemnification.

- (a) To deliver the Net Metering Credits to Buyer, Seller shall allocate the Net Metering Credits purchased by Buyer under this Agreement to Buyer’s Recipient Account(s) (through completion of a “Schedule Z”, or such process as may be established by the Tariff). Seller shall prepare, or cause the Host Customer of the Facility to prepare, the Schedule Z and any amendments thereto. Seller shall exercise all reasonable efforts to ensure that all information included on the Schedule Z or any amendment thereto is accurate, complete, and compliant with the Net Metering Regulations. Subject to the requirement that Buyer purchase the Quantity, Seller shall, subject to the Net Metering Regulations, amend or cause the Host Customer of the Facility to amend the Recipient Accounts designated on the Schedule Z upon request of Buyer.
- (b) Buyer understands that the Net Metering Credits delivered to Buyer in any particular month will be reflected on Buyer’s Recipient Account Statement from the LDC as a monetary credit amount and not as a electricity quantity; and that such credit will be reflected on the Recipient Account Statement according to the LDC’s billing cycle, which may be up to approximately two (2) months after the Energy associated with the Net Metering Credits is generated by the Facility.
- (c) Seller will attempt to correct any LDC allocation error and Buyer agrees to cooperate in a timely manner as needed.

5.4 Governmental Charges.

- (a) Seller is responsible for any Governmental Charges attributable to this Agreement, the Facility, the property upon which the Facility is installed and to the sale of Net Metering Credits hereunder, irrespective of whether imposed before, upon or after the allocation and delivery of Net Metering Credits to Buyer.
- (b) Both Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges. In the event any of the sales of Net Metering Credits hereunder are to be exempted from or not subject to one or more Governmental Charges, the applicable Party shall, promptly upon the other Party’s written request therefor, provide the applicable Party with all necessary documentation within the possession of the non-requesting Party to evidence such exemption or exclusion.

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ARTICLE VI PAYMENT

6.1 Payment.

- (a) Beginning with the first month that Buyer's Recipient Account Statement(s) reflects Net Metering Credits, Seller shall provide Buyer with an invoice (the "***Invoice***") for the value of Net Metering Credits Quantity that is credited to Buyer's Recipient Account(s) according to the monthly Buyer's Recipient Account Statement(s). For avoidance of doubt, Seller shall invoice Buyer only for those Net Metering Credits that appear on Buyer's Recipient Account Statements.
- (b) Buyer shall remit payment of the full amount of each Invoice to Seller or its designee by check or electronic funds transfer (or other means agreeable to both Parties) to the account designated by Seller within thirty (30) days following Buyer's receipt of each such Invoice. Any payment due but not made to Seller within thirty (30) days of the Buyer's receipt of an Invoice shall bear interest from the date on which such payment was required to have been made, through and including the date such payment is actually received by Seller. Such interest shall accrue at an annual rate equal to the Interest Rate.
- (c) Prior to the Commercial Operations Date, Buyer shall take all reasonable actions required by the LDC to allow Seller to electronically access, for the Term, the Recipient Account Statement and account information solely for purposes of fulfilling Seller's obligations under this Agreement.
- (d) The Parties shall resolve any Invoice disputes according to Section 6.3 (Invoice Disputes).

6.2 Records and Audits.

- (a) Seller shall maintain accurate operating and other records and all other data for the purposes of proper administration of this Agreement.
- (b) Subject to Applicable Law, including the Massachusetts Public Records Law, each Party shall keep, for a period of not less than two (2) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such transaction. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to such transactions during the other Party's normal business hours.

6.3 Invoice Disputes. If a Party, in good faith, disputes an amount owed or paid as provided in this Agreement, the disputing Party shall promptly notify the other Party of the basis for the dispute and pay the undisputed portion of such Invoice no later than the due date. Upon

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resolution of the dispute, any required payment shall be made within seven (7) Business Days of such resolution, unless, as to Buyer, a longer period is required in order for Buyer to appropriate funds therefor, not to exceed sixty (60) Business Days. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments with interest accrued at the Interest Rate per annum at the option of the overpaying Party. The Parties shall only be entitled to dispute an amount owed or paid within twelve (12) calendar months from the date of issuance of such Invoice, or from the date on which such Party knew or should have known of the basis of such dispute, provided that Seller shall be deemed to have known of any Seller-caused error or omission in any Invoice on the date of such Invoice. If the Parties are unable to resolve a payment dispute under this Section, the Parties shall follow the procedure set forth in Article 11 (regarding dispute resolution).

ARTICLE VII REPRESENTATIONS, WARRANTIES, COVENANTS

7.1 Each Party represents and warrants to the other Party as follows.

- (a) The Party is duly organized, validly existing, and in good standing under the laws of Massachusetts.
- (b) The Party has full legal capacity to enter into and perform this Agreement.
- (c) The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.
- (d) It shall perform its obligations under this Agreement in material compliance with the Applicable Law.

7.2 Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a “forward contract” within the meaning of the United States Bankruptcy Code, and that Seller is a “forward merchant” within the meaning of the United States Bankruptcy Code. The Parties further acknowledge and agree that, for purposes of this Agreement, Seller is not a “utility” as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees not to assert that Seller is a utility under the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

ARTICLE VIII TERMINATION; DEFAULT

8.1 Events of Default. The following shall each constitute an Event of Default by a Party.

- (a) The Party fails to make any material payment due under this Agreement within thirty

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(30) days after such payment is due unless the specific amount of the payment not made is being disputed.

(b) The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party; provided, however, if the defaulting Party promptly commences and proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved, despite using commercially reasonable efforts, to cure the same within the said thirty (30) days, the defaulting Party's time to do so shall be extended by the time reasonably necessary to cure the same, but not more than sixty (60) days.

(c) Fraud or intentional misrepresentation by the Party with respect to any of the covenants or agreements of this Agreement.

(d) The Party:

i. is dissolved (other than pursuant to a consolidation, amalgamation or merger);

ii. makes a general assignment, arrangement or composition with or for the benefit of its creditors; or

iii. (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) commences a voluntary case under any bankruptcy law; (D) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (E) acquiesces in, or fails to contest in a timely manner, any petition filed against it in an involuntary case under bankruptcy law or seeking to dissolve it under other applicable law; or (F) takes any action authorizing its dissolution.

8.2 Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure*, either Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within a reasonable time after the occurrence of the *Force Majeure* event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. Notwithstanding the foregoing, if a *Force Majeure* event continues for 180 days or more, either Party may terminate this Agreement without liability, except for those

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liabilities that arose prior to termination under this Section 8.2.

8.3 Termination for Default.

- (a) Upon the occurrence of an Event of Default, the non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, subject to the rights to cure of Section 8.1 and Section 10.2(a)(iii)(A), and upon any termination date specified in such notice, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof.
- (b) If this Agreement is terminated due to an Event of Default, Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, Net Metering Credits generated subsequent to such termination date.

ARTICLE IX REMEDIES; LIMITATION OF LIABILITY; WAIVER

9.1 Remedies. Subject to the other limitations set forth in this Agreement, upon an Event of Default by Buyer, Seller may elect to (i) not terminate this Agreement and pursue against Buyer all available remedies at law or in equity; or (ii) terminate this Agreement, in which event Seller shall exercise all commercially reasonable efforts to sell the Quantity to persons other than Buyer at the highest price practicable, and may, as its sole and exclusive remedy, recover from Buyer any loss in revenues for the Quantity resulting therefrom equal to a reasonable net present value of the positive difference between (1) the Price multiplied by the Quantity for the remaining Term, and (2) the price per Net Metering Credit (measured in kilowatt hours) to be paid by a third party for the Quantity multiplied by the Quantity for the remaining Term. Subject to the other limitations set forth in this Agreement, upon an Event of Default by Seller, Buyer may elect to (i) not terminate this Agreement and pursue against Seller all available remedies at law or in equity; or (ii) terminate this Agreement and, as its sole and exclusive remedy, recover from Seller any loss in Net Metering Credit savings equal to a reasonable net present value of the difference between the Price and the average Net Metering Credit Value during the 365 days preceding the Event of Default multiplied by the Quantity for the remaining Term. Each Party agrees that it has a duty, in accordance with Applicable Law, to mitigate damages that it may incur as a result of the other Party's non-performance under this Agreement. The foregoing shall be the Parties' sole remedies in the event of an Event of Default.

9.2 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT,

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IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

9.3 Waivers.

- (a) No Implied Waivers – Remedies Cumulative. No covenant or agreement under this Agreement shall be deemed to have been waived by Seller or Buyer, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's agent. Consent or approval of Seller or Buyer to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve the other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. The failure of Seller or Buyer to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of Seller or Buyer herein specified or any other right or remedy that Seller or Buyer may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.
- (b) Acceptance of Payment. Neither receipt nor acceptance by Seller or Buyer of any payment due herein, nor payment of same by Buyer or Seller, shall be deemed to be a waiver of any default under the covenants or agreements of this Agreement, or of any right or defense that Seller or Buyer may be entitled to exercise hereunder.

ARTICLE X ASSIGNMENT

- 10.1 Prior Written Consent. Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that without consent of Buyer, Seller (i) may assign its rights and obligations hereunder to an Affiliate of Seller and (ii) may sell or collaterally assign this Agreement in accordance with Section 10.2. For purposes of this Section 10.1, transfer does not include any sale of all or substantially all of the assets of Seller or Buyer or any merger of Seller or Buyer with another person, whether or not Seller or Buyer is the surviving entity from such merger, or any other change in control of Seller or Buyer, provided any such surviving entity assumes all obligations of Seller or Buyer, as appropriate, under this Agreement; provided however, with respect to Buyer, such surviving entity is acceptable to Lender in its sole discretion. Notwithstanding the foregoing, except for an assignment made for collateral purposes only, in the event of any

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assignment by Seller, Seller shall be deemed to have represented and warranted to Buyer that the assignee has, as of the date of the assignment, to the best of Seller's reasonable knowledge, the financial ability and qualifications to fulfill the obligations of Seller under the Agreement. Seller shall not be relieved of liability under this Agreement in the event of a collateral assignment, except where a Lender has cured all Seller defaults pursuant to Section 10.2(a)(iii)(B), or in the event of an assignment not made in compliance with this Agreement.

10.2 Collateral Assignment; Financing Provisions:

(a) Financing Arrangements. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to a Lender. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Facility. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Lender, Buyer agrees as follows:

(i) Consent to Collateral Assignment. Buyer hereby consents to both of the sale of the Facility to a Lender and the collateral assignment of the Seller's right, title and interest in and to this Agreement as security for financing associated with the Facility.

(ii) Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Lender, as owner of the Facility, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled, subject to all provisions of this Agreement, to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Facility;

(B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller thereunder or cause to be cured any default of Seller thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to Seller's interests under this Agreement or has otherwise assumed the obligation) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Facility by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender

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(or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default or a cure of any Seller Event of Default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer may enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Seller default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously and diligently pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period in accordance with and subject to the provisions of this Agreement.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Seller's assets and shall, within the time periods described in Section 10.2(a)(iii)(A), cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

- (b) Lender a Third Party Beneficiary. Buyer agrees and acknowledges that Lender is a third party beneficiary of the provisions of this Section 10.2.
- (c) Entry to Consent to Assignment. Buyer agrees to, at Seller's expense, execute any reasonable consents to assignment or acknowledgements as may be reasonably requested by Seller and/or Lender in connection with such financing or sale of the Facility.

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- 10.3 Obligation to Modify Agreement Pursuant to Financing Requirements. If a Lender requires this Agreement to be modified in order to finance the development, construction, or operation of the Facility, or if Seller, in good faith, requires the Agreement to be modified in order to finance, develop or operate the Facility, the Parties shall negotiate in good faith to amend this Agreement in an effort to reasonably and materially conform to such requirements and to the original intent of this Agreement in a timely manner and without adversely affecting the economics of this Agreement to Buyer. If the Parties, negotiating in good faith, cannot agree on the amendments, either Party may terminate this Agreement. The terminating Party shall give the other Party thirty (30) days prior written notice and this Agreement shall terminate without further liability of the Parties to each other, provided that the Parties shall not be released from any obligation arising under this Agreement prior to such termination. Seller shall promptly reimburse to Buyer, in an amount up to \$5,000, for all reasonable attorneys' and consulting fees incurred by Buyer in connection with any such negotiation, irrespective of whether the Parties agree to an amendment to this Agreement.

ARTICLE XI DISPUTE RESOLUTION

- 11.1 Dispute Resolution. The Parties agree to use their respective commercially reasonable best efforts to resolve any dispute(s) that may arise regarding this Agreement.
- (a) Negotiation. Upon written request of a Party to engage in dispute resolution during the Term, any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between the chief executive of Seller, and the chief executive of Buyer, who shall use their respective commercially reasonable best efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other a notice that identifies with particularity the nature, and the acts(s) or omission(s) forming the basis of, the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties.
- (b) Mediation. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator either Party may request the American Arbitration Association (the "AAA") to appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties involved in the dispute. Absent written agreement of the Parties, mediation shall not exceed one 7-hour day. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. The

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mediator's fees shall be shared equally by all Parties involved in the dispute.

- (c) Massachusetts Laws and Courts. Any dispute that is not settled to the mutual satisfaction of the Parties pursuant to Sections 11.1(a) and (b) shall be settled by application of the laws of the Commonwealth of Massachusetts without regard to rules of conflicts of laws, and shall be so settled solely in the state courts of the Commonwealth of Massachusetts, to whose exclusive jurisdiction both Parties hereby submit without objections to inconvenient form or improper venue. Seller agrees to accept service of process by certified mail at the address provided by Seller herein.
- (d) Survival of Dispute Resolution Provisions. The provisions of this Section 11.1 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

ARTICLE XII MISCELLANEOUS

12.1 Notices. All notices and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be deemed delivered upon receipt (except that notice provided by email shall be deemed delivered upon confirmation of receipt, of which auto-reply is insufficient), and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or email transmission, provided that a Party who has received a communication shall not claim that such communication was not received due to its not being sent in conformance with this section. The communications shall be sent to the following addresses:

If to Seller:	Nexamp Capital, LLC 4 Liberty Square 3 rd Floor Boston, MA 02109 Attn: Joe Fiori
With a copy to:	Bowen Burditt Email: bburdit@nexamp.com
If to Buyer:	Town of Northbridge 7 Main Street Whitinsville, MA 01588 Attn. Board of Selectmen

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

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12.2 Not used.

12.3 Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and affects an essential purpose of this Agreement, and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision.

12.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

12.5 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between Seller and Buyer with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

12.6 Press Releases. The Parties shall reasonably cooperate with each other when making public announcements of any kind or in any form related to the execution and existence of this Agreement, or the sale or purchase of Net Metering Credits.

12.7 No Joint Venture. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of Seller and Buyer hereunder are individual and neither collective nor joint in nature.

12.8 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Agreement or their successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

12.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

12.10 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such reasonable documents and reasonable assurances, reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 12.10.

12.11 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a reasonable manner.

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- 12.12 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement, other than expressly set forth herein.
- 12.13 Survival of Indemnification Obligations. All provisions requiring Seller to indemnify the Buyer shall survive the expiration or earlier termination of this Agreement.
- 12.14 Access to Records. Seller will make all books, accounts, data, records, reports, files and other papers relating to the metering and billing of the Quantity under this Agreement available at all reasonable times for inspection, review and audit by the Buyer, its legal counsel, or other authorized representative.
- 12.15 Additional Terms Regarding Buyer's Obligations. Notwithstanding anything to the contrary in this Agreement:
- (a) Buyer shall not be required to execute documents or instruments subsequent to the execution of the Agreement that will materially or unreasonably increase Buyer's risks or obligations under the Agreement, or result in the waiver of any of Buyer's rights, defenses, or remedies under the Agreement or at law or in equity, or require Buyer to give or cause its counsel to give a legal opinion or require Buyer to make a statement of fact of which Buyer does not have actual knowledge.
 - (b) Any requirement that Buyer cooperate or assist Seller shall not require Buyer to interfere with or influence the independent regulatory, licensing, taxing, permitting or judicial functions of any official, department, board, committee, body or commission of Buyer.
 - (c) The Agreement shall be subject to Applicable Law.
 - (d) Buyer does not waive any of the rights, remedies, defenses and immunities afforded Buyer, as a municipality, under G.L. c. 258, all of which rights, remedies, defenses and immunities Buyer hereby reserves.
- 12.16 M.G.L. c. 62C, § 49A Certification. Seller hereby certifies under penalties of perjury that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

[Signature page to follow.]

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IN WITNESS WHEREOF, the Parties have executed this Net Metering Credit Purchase and Sale Agreement under seal as of the Effective Date.

BUYER

SELLER

Town of Northbridge

Upton Solar, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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Glossary of Terms

“Affiliate” means, as to any person or entity, any other person or entity which, directly or indirectly, is in control of, is controlled by, or is under common control with, such person or entity. For purposes of this definition, “control” of a person or entity means the power, directly or indirectly, to direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise.

“Applicable Law” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, the construction, operation, and ownership of the Facility, as well as the selling and purchasing of Energy and Net Metering Credits therefrom.

“Billing Period” shall mean as defined in the Net Metering Regulations.

“Business Day” means a day on which Federal Reserve member banks in Boston are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“Commercial Operations” shall occur for the Facility when (i) Seller has obtained all necessary licenses, permits and approvals under Applicable Law for the installation and operation of the Facility, (ii) the Facility is ready and able to generate and supply electricity to the LDC’s electricity distribution system, (iii) all related facilities and rights, if any, have been completed or obtained to allow regular operation of the Facility, and (iv) if applicable and to the extent required, the LDC has approved interconnection with the electricity distribution system to allow regular operation of the Facility.

“Commercial Operations Date” means the date on which the Facility achieves Commercial Operations.

“Construction Commencement Date” means the date that is after all governmental approvals necessary for construction of the Facility have been received by Seller, and on which site preparation and substantial construction activities have commenced on the property upon which the Facility is located, and in no event shall this date be later than 15 months from the Effective Date.

“Energy” means the amount of electricity generated over a period of time by the Facility, expressed in terms of kilowatt hour (“kWh”) or megawatt hour (“MWh”).

“Environmental Attribute” means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Facility and its

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displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Net Metering Credits.

“Facility” means the solar (PV) power electrical generation facility or facilities identified on Exhibit B, attached hereto and incorporated herein, together with all appurtenant facilities required to interconnect the Facility to the LDC electric distribution system. Subject to Buyer’s agreement, not to be unreasonably withheld, Seller may supply Net Metering Credits under this Agreement from multiple Facilities. If more than one Facility is identified in the attached Exhibit B, these terms are to be understood in the plural and the provisions of this Agreement shall apply with respect to each such Facility.

“Force Majeure” means any cause not within the reasonable control of the affected Party which, through no fault of such Party, precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; high winds, hurricanes or tornados; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Economic hardship of either Party shall not constitute an event of *Force Majeure*.

“Governmental Authority” means any national, state or local government, or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

“Governmental Charges” means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Net Metering Credits, the Energy or this Agreement.

“Interconnection Agreement” means the interconnection agreement(s) entered into with the LDC for the Meter, which authorizes the Facility to interconnect with the local electric distribution system.

“Interest Rate” means a fluctuating interest rate per annum equal to the sum of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus (ii) two percentage points. (In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or

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interest rate mutually acceptable to both the Seller and Buyer.) The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred sixty five (365) days and the actual number of days for which such interest is due.

“LDC” means the local electric distribution company.

“Lender” means the entity or person(s) providing financing to Seller in connection with the Facility, including any lessor. A Lender shall not include Seller’s trade creditors.

“Losses” means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, interest, fines, fees, penalties, costs, and expenses (including all reasonable attorney’s fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

“Meter” means the meter furnished and installed by the LDC for the purpose of measuring the Energy and corresponding Net Metering Credits.

“Net Metering” means the process of measuring the difference between electricity delivered by a LDC and electricity generated by a net metering facility and fed back to the LDC, as set forth as of the Effective Date under the Net Metering Regulations.

“Net Metering Credits” means the monetary value of the excess electricity generated by a net metering facility, as currently stated as of the Effective Date under “Net Metering Credits” in the Tariff, and is calculated as of the Effective Date by the LDC according to 220 C.M.R. 18:04 and the Tariff §1.06, and excluding, for the avoidance of doubt, any Tax Attributes and Environmental Attributes.

“Net Metering Credit Value” shall be as determined under Net Metering Regulation 220 CMR §18:04(1) for the relevant Billing Period.

“Net Metering Regulations” means the Applicable Law as it applies to Net Metering, including, as of the Effective Date, M.G.L. c. 164, §§138 – 143 and 220 C.M.R. §18.00, *et seq*, as they may be amended from time to time, and including all regulatory agency orders pertaining thereto.

“Private Cap” means the LDC’s aggregate Net Metering capacity MW limit for Net Metering Facilities other than Net Metering Facilities of Municipalities or other Governmental Entities, pursuant to M.G.L. c. 164, §139(f).

“Private Facility” means a Class II or III Net Metering Facility that qualifies for the Private Cap based on the Net Metering Regulations.

“Quantity” is defined in Section 5.1.

TEMPLATE – PRIVATE ENTITY – NON-HOST CUSTOMER

“Recipient Account(s)” means the LDC accounts designated by Buyer and listed on the Schedule Z.

“Recipient Account Statement(s)” means the LDC statement(s) which accompanies the Buyer’s Recipient Account(s).

“Renewable Energy Certificate” or ***“REC”*** means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, any Tax Attributes and the Net Metering Credits.

“Tariff” means the LDC tariff for interconnection for distributed generation and net metering services, as approved by the Massachusetts Department of Public Utilities, together with any subsequent amendments and approvals thereto.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation), and excluding, for the avoidance of doubt, any Environmental Attributes and Net Metering Credits.

TEMPLATE – PRIVATE ENTITY – NON-HOST CUSTOMER

EXHIBIT A

PRICE

Commencing on the Commercial Operations Date and continuing thereafter for each year of the Term, the Price shall be an amount equal to the greater of (a) seventy five percent (75%) of the Net Metering Credit Value as determined under the Net Metering Regulations, 220 CMR §18:04(1), for that Billing Period (as defined in the Net Metering Regulations), or (b) \$0.080/kWh, the Minimum Purchase Price.

<u>Delivery Year</u>	<u>Percent (%) Net Metering Credit Discount</u>	<u>Minimum Purchase Price (\$/kWh)</u>
1	25%	\$0.08
2	25%	\$0.08
3	25%	\$0.08
4	25%	\$0.08
5	25%	\$0.08
6	25%	\$0.08
7	25%	\$0.08
8	25%	\$0.08
9	25%	\$0.08
10	25%	\$0.08
11	25%	\$0.08
12	25%	\$0.08
13	25%	\$0.08
14	25%	\$0.08
15	25%	\$0.08
16	25%	\$0.08
17	25%	\$0.08
18	25%	\$0.08
19	25%	\$0.08
20	25%	\$0.08

TEMPLATE – PRIVATE ENTITY – NON-HOST CUSTOMER

EXHIBIT B

FACILITY DESCRIPTION

The Facility is a 1.0 MW alternating current (AC) solar photovoltaic array located on privately-owned land in National Grid service territory and known as Seller's Upton II facility, with an address of 213 Milford Street in Upton, MA. The Facility will include a data acquisition system that contains a revenue grade meter to measure production as well as additional equipment to measure the temperature and solar insolation.

The facility will be a ground-mounted system and will use inverters to convert direct current (DC) electricity into AC electricity suitable for feeding into the electric grid, through an LDC metering device.

TEMPLATE – PRIVATE ENTITY – NON-HOST CUSTOMER

Know all Men by These Presents,



That the Town of Northbridge, in the County of Worcester and Commonwealth of Massachusetts, in consideration of One Thousand Two Hundred Dollars, paid by **Perry A. Leardi, of 58 Heritage Drive, Northbridge, MA**, the receipt of which is hereby acknowledged, does sell and convey to said Perry A. Leardi, those certain cemetery **Lots No. 241 & 242, two cremation plots, situated on the way called Woodlawn Ave North, 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 14th day of March, 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 Eight Hundred Thirty Dollars, paid by **Dennis M. Stone, of 32 Quobaug Ave, Oxford, MA**, the receipt of which is hereby acknowledged, does sell and convey to said Dennis M. Stone that certain cemetery **Lot No. 23, 2 graves, situated on the way called Maple 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 14th day of March in the year of our Lord Two Thousand Sixteen.

HI

Statement of Interest

Having convened in an open meeting on March 14, 2016 the **Board of Selectman** of Northbridge, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest dated March 8, 2016 for the **Northbridge Elementary School** located at 30 Cross Street, Whitinsville, which describes and explains the following deficiencies and the priority category for which an application may be submitted to the Massachusetts School Building Authority in the future.

#5 replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related cost in a school facility,

and hereby further specifically acknowledges that by submitting this Statement of Interest, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits Northbridge to filing an application for funding with the Massachusetts School Building Authority.

Massachusetts School Building Authority

Next Steps to Finalize Submission of your FY 2016 Statement of Interest

Thank you for submitting your FY 2016 Statement of Interest (SOI) to the MSBA electronically. **Please note, the District's submission is not yet complete.** The District is required to print and mail a hard copy of the SOI to the MSBA along with the required supporting documentation, which is described below.

Each SOI has two Certification pages that must be signed by the Superintendent, the School Committee Chair, and the Chief Executive Officer*. Please make sure that **both** certifications contained in the SOI have been signed and dated by each of the specified parties and that the hardcopy SOI is submitted to the MSBA with **original signatures**.

SIGNATURES: Each SOI has two (2) Certification pages that must be signed by the District.

In some Districts, two of the required signatures may be that of the same person. If this is the case, please have that person sign in both locations. Please do not leave any of the signature lines blank or submit photocopied signatures, as your SOI will be incomplete.

**Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated as the chief executive office under the provisions of a local charter.*

VOTES: Each SOI must be submitted with the proper vote documentation. This means that (1) the required governing bodies have voted to submit each SOI, (2) the specific vote language required by the MSBA has been used, and (3) the District has submitted a record of the vote in the format required by the MSBA.

- **School Committee Vote:** Submittal of all SOIs must be approved by a vote of the School Committee.
 - For documentation of the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson. The Minutes must contain the actual text of the vote taken which should be substantially the same as the MSBA's SOI vote language.
- **Municipal Body Vote:** SOIs that are submitted by cities and towns must be approved by a vote of the appropriate municipal body (e.g., City Council/ Aldermen/Board of Selectmen) in addition to a vote of the School Committee.
 - Regional School Districts do not need to submit a vote of the municipal body.
 - For the vote of the municipal governing body, a copy of the text of the vote, which shall be substantially the same as the MSBA's SOI vote language, must be submitted with a certification of the City/Town Clerk that the vote was taken and duly recorded, and the date of the vote must be provided.

CLOSED SCHOOLS: Districts must download the report from the "Closed School" tab, which can be found on the District Main page. Please print this report, which then must be signed by the Superintendent, the School Committee Chair, and the Chief Executive Officer. A signed report, with original signatures must be included with the District's hard copy SOI submittal. **If a District submits multiple SOIs, only one copy of the Closed School information is required.**

ADDITIONAL DOCUMENTATION FOR SOI PRIORITIES #1 AND #3: If a District selects Priority #1 and/or Priority #3, the District is required to submit additional documentation with its SOI.

- If a District selects Priority #1, Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of the school children, where no alternative exists, the MSBA requires a hard copy of the engineering or other report detailing the nature and severity of the problem and a written professional opinion of how imminent the system failure is likely to manifest itself. The District also must submit photographs of the problematic building area or system to the MSBA.
- If a District selects Priority #3, Prevention of a loss of accreditation, the MSBA requires the full accreditation report(s) and any supporting correspondence between the District and the accrediting entity.

ADDITIONAL INFORMATION: In addition to the information required with the SOI hard copy submittal, the District may also provide any reports, pictures, or other information they feel will give the MSBA a better understanding of the issues identified at a facility.

If you have any questions about the SOI process please contact Diane Sullivan at 617-720-4466 or Diane.Sullivan@massschoolbuildings.org.

Massachusetts School Building Authority

School District Northbridge

District Contact Paul Halacy TEL: (508) 234-9440

Name of School Northbridge Elementary

Submission Date 3/8/2016

SOI CERTIFICATION

To be eligible to submit a Statement of Interest (SOI), a district must certify the following:

- ☒ The district hereby acknowledges and agrees that this SOI is NOT an application for funding and that submission of this SOI in no way commits the MSBA to accept an application, approve an application, provide a grant or any other type of funding, or places any other obligation on the MSBA.
- ☒ The district hereby acknowledges that no district shall have any entitlement to funds from the MSBA, pursuant to M.G.L. c. 70B or the provisions of 963 CMR 2.00.
- ☒ The district hereby acknowledges that the provisions of 963 CMR 2.00 shall apply to the district and all projects for which the district is seeking and/or receiving funds for any portion of a municipally-owned or regionally-owned school facility from the MSBA pursuant to M.G.L. c. 70B.
- ☒ The district hereby acknowledges that this SOI is for one existing municipally-owned or regionally-owned public school facility in the district that is currently used or will be used to educate public PreK-12 students and that the facility for which the SOI is being submitted does not serve a solely early childhood or Pre-K student population.
- ☒ After the district completes and submits this SOI electronically, the district must sign the required certifications and submit one signed original hard copy of the SOI to the MSBA, with all of the required documentation described under the "Vote" tab, on or before the deadline.
- ☒ The district will schedule and hold a meeting at which the School Committee will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is required for cities, towns, and regional school districts.
- ☒ Prior to the submission of the hard copy of the SOI, the district will schedule and hold a meeting at which the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is not required for regional school districts.
- ☒ On or before the SOI deadline, the district will submit the minutes of the meeting at which the School Committee votes to authorize the Superintendent to submit this SOI. The District will use the MSBA's vote template and the vote will specifically reference the school and the priorities for which the SOI is being submitted. The minutes will be signed by the School Committee Chair. This is required for cities, towns, and regional school districts.
- ☒ The district has arranged with the City/Town Clerk to certify the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body to authorize the Superintendent to submit this SOI. The district will use the MSBA's vote template and submit the full text of this vote, which will specifically reference the school and the priorities for which the SOI is being submitted, to the MSBA on or before the SOI deadline. This is not required for regional school districts.
- ☒ The district hereby acknowledges that this SOI submission will not be complete until the MSBA has received all of the required vote documentation and certification signatures in a format acceptable to the MSBA. If Priority 1 is selected, your Statement of Interest will not be considered complete unless and until you provide the required engineering (or other) report, a professional opinion regarding the problem, and photographs of the problematic area or system.

Massachusetts School Building Authority

School District Northbridge

District Contact Paul Halacy TEL: (508) 234-9440

Name of School Northbridge Elementary

Submission Date 3/8/2016

Note

The following Priorities have been included in the Statement of Interest:

1. ☐ Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of school children, where no alternative exists.
2. ☐ Elimination of existing severe overcrowding.
3. ☐ Prevention of the loss of accreditation.
4. ☐ Prevention of severe overcrowding expected to result from increased enrollments.
5. ☒ Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility.
6. ☐ Short term enrollment growth.
7. ☐ Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements.
8. ☐ Transition from court-ordered and approved racial balance school districts to walk-to, so-called, or other school districts.

SOI Vote Requirement

☒ I acknowledge that I have reviewed the MSBA's vote requirements for submitting an SOI which are set forth in the Vote Tab of this SOI. I understand that the MSBA requires votes from specific parties/governing bodies, in a specific format using the language provided by the MSBA. Further, I understand that the MSBA requires certified and signed vote documentation to be submitted with the SOI. I acknowledge that my SOI will not be considered complete and, therefore, will not be reviewed by the MSBA unless the required accompanying vote documentation is submitted to the satisfaction of the MSBA.

Potential Project Scope: Potential New School

Is this SOI the District Priority SOI? NO

School name of the District Priority SOI: 2016 Northbridge Middle

Is this part of a larger facilities plan? NO

If "YES", please provide the following:

Facilities Plan Date:

Planning Firm:

Please provide an overview of the plan including as much detail as necessary to describe the plan, its goals and how the school facility that is the subject of this SOI fits into that plan:

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 20 students per teacher

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: 20 students per teacher

Does the District have a Master Educational Plan that includes facility goals for this building and all school buildings in District? NO

Does the District have related report(s)/document(s) that detail its facilities, student configurations at each facility, and District operational budget information, both current and proposed? NO

If "NO", please note that:

If, based on the SOI review process, a facility rises to the level of need and urgency and is invited into the Eligibility Period, the District will need to provide to the MSBA a detailed Educational Plan for not only that facility, but all facilities in the District in order to move forward in the MSBA's school building construction process.

Is there overcrowding at the school facility? YES

If "YES", please describe in detail, including specific examples of the overcrowding.

The overcrowding in this school has resulted in the current use of six modular classrooms for everyday classes. The school's one and only computer lab is also housed in the library. We have also converted several closets into OT and PT spaces for special needs students. The art and music rooms are located on the second and third floors of the building and are not accessible to handicap students.

Has the district had any recent teacher layoffs or reductions? NO

If "YES", how many teaching positions were affected? 0

At which schools in the district?

Please describe the types of teacher positions that were eliminated (e.g., art, math, science, physical education, etc.).

Has the district had any recent staff layoffs or reductions? NO

If "YES", how many staff positions were affected? 0

At which schools in the district?

Please describe the types of staff positions that were eliminated (e.g., guidance, administrative, maintenance, etc.).

Please provide a description of the program modifications as a consequence of these teacher and/or staff reductions, including the impact on district class sizes and curriculum.

Does Not Apply

Please provide a detailed description of your most recent budget approval process including a description of any budget reductions and the impact of those reductions on the district's school facilities, class sizes, and educational program.

Building a budget for the Northbridge Public Schools is a true collaborative effort. The budget is built by site based managers with input from staff and compiled by the Business Manager. Each line item is detailed in a budget binder. Multiple meetings are held with the budget subcommittee and the budget is adjusted by site managers as needed. The budget is presented to the full School Committee, Finance Committee, Town Manager, and the public, and ultimately voted on at the Spring Town Meeting. The FY17 budget process is underway. In FY15, we experienced a failed override and had to cut 1.1 million dollars from the budget. In FY16, we had to reduce \$450,000 from the budget and increase parent fees. Fortunately, the outlook for the FY17 budget is better than the past two years. Although Chapter 70 funding for Northbridge for FY17 only increased by the minimum \$46,840, the proposed FY17 budget should allow the District to maintain status quo services. While funding is not available to improve the services being offered or allow for as many capital

purchases/repairs as preferred, the current level of services will not be reduced again. As funding is not available to add needed staff, some current staffing positions have been reorganized to better meet district priorities. Due to lower enrollment in Kindergarten and Grade 1, the District has been able to convert two classroom teachers to support positions, thereby allowing for the much needed addition of a Kindergarten Inclusion teacher and an ELL teacher, without a negative impact on class size. The District continues to take advantage of cost saving initiatives, including energy projects and net metering agreements so savings can be reallocated to the instructional program.

General Description

BRIEF BUILDING HISTORY: Please provide a detailed description of when the original building was built, and the date(s) and project scopes(s) of any additions and renovations (maximum of 5000 characters).

The Northbridge Elementary School was originally built by the Worcester Arch Diocese in 1952 and operated for many years as a Catholic Elementary School until being purchased by the Town of Northbridge and has been operating as public Elementary School since. In 1982 there was a major addition built on to the school adding classroom space as well as a gymnasium and cafeteria. In the year 2000, the district added six portable classrooms to accommodate the increasing student body. These portables remain in use today housing 6 classrooms.

TOTAL BUILDING SQUARE FOOTAGE: Please provide the original building square footage PLUS the square footage of any additions.

56478

SITE DESCRIPTION: Please provide a detailed description of the current site and any known existing conditions that would impact a potential project at the site. Please note whether there are any other buildings, public or private, that share this current site with the school facility. What is the use(s) of this building(s)? (maximum of 5000 characters).

The school is situated on 2.72 acres of land near the center of town adjacent to the district's School Administration building. The building is landlocked. It fronts onto Cross Street to the east, has church property to the west, commercial and residential to the north and the School Administration building to the south. The sight is mostly flat with a few trees. The property has some grass areas and a hard asphalt area for a play area. The only vehicular access to the sight is through an off-street loop at the front entrance of the school. The drive-through is used by buses and visitors alike. Staff and faculty park at an adjacent church property. Visitors must also park on Cross Street as well as in the adjacent church parking lot. All pedestrian traffic moves from the Town sidewalk on Cross Street to the main entrance of the school. There is very limited safe areas where parents can congregate to safely drop off or pick up students. The only other pedestrian movement is from the building to the play area and from the building to the staff parking area on church property. The facility has very limited outdoor space available for recess or outdoor physical education classes. The amount of space is limited to a large asphalt play area at the southern end of the school with a play structure adjacent to that.

ADDRESS OF FACILITY: Please type address, including number, street name and city/town, if available, or describe the location of the site. (Maximum of 300 characters)

30 Cross Street
Whitinsville, MA. 01588

BUILDING ENVELOPE: Please provide a detailed description of the building envelope, types of construction materials used, and any known problems or existing conditions (maximum of 5000 characters).

This school had new Sarnafil roofing material installed on the entire complex in 2000. The exterior walls on the original 1952 building and the 1982 building are brick. The exterior walls of the modular classroom addition are of Texture 111 Plywood. The windows are a mix of wood and aluminum single pane glazed non-insulated units and are in very poor condition with many that are very hard to open or do not open at all. All of the paint on the wood portions of these windows is chipping.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS? NO

Year of Last Major Repair or Replacement:(YYYY) 1952

Description of Last Major Repair or Replacement:

none

Roof Section A

Is the District seeking replacement of the Roof Section? YES

Area of Section (square feet) 56478

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))

PVC

Age of Section (number of years since the Roof was installed or replaced) 16

Description of repairs, if applicable, in the last three years. Include year of repair:

Material is becoming very brittle. We have had numerous leaks that occur frequently and it is getting very expensive to maintain.

Window Section A

Is the District seeking replacement of the Windows Section? YES

Windows in Section (count) 30

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))

Single Pane

Age of Section (number of years since the Windows were installed or replaced) 64

Description of repairs, if applicable, in the last three years. Include year of repair:

We have multiple windows that no longer open. These windows are also very hard for the teachers to pull open. We have actually had panes fall out during the day when classes are in session.

MECHANICAL and ELECTRICAL SYSTEMS: Please provide a detailed description of the current mechanical and electrical systems and any known problems or existing conditions (maximum of 5000 characters).

The heating plant consists of two individual boilers. One boiler generates approximately 7 psi of steam to the original building. The second boiler provides heated water to the newer section of the building. Both boilers are fitted with dual fuel burners giving us the option on which to use depending on the cost. The automatic temperature controls are of pneumatic design. There is a single air storage tank with two compressors and motors. The system provided dual pressures which account for day/night operation. Heating of the various related support spaces throughout both buildings is provided by a series of cast iron radiators, fin tube radiation, and cabinet unit heaters. The classrooms of both the old and new building are provided with unit ventilators which utilize an exterior wall louver for the introduction of ventilation air. The unit ventilators are the original units installed at the year of construction and are antiquated. The electrical supply is fed underground via a utility street pole. The primary drops underground and runs to a transformer which is located in front of the school. The main service panel is rated at 800amps 120/280 volt 3 phase, 4wire. There is no emergency generator at this building and the emergency exit lights are run by battery. The exterior lighting of this building is also deficient. The majority of rooms have manual switches for lighting control. The original 1952 building does not have up to date circuit type breakers and is still functioning with glass type fuses. There is still knob and tooth wiring in that space being used today. There is also quite a shortage of electrical outlets which results in extension cords being used extensively throughout the building. The building's electrical demand sometimes exceeds its capabilities and either a fuse blows or breakers trip. The lighting in general gives poor lighting levels and the gymnasium lights should be replaced with LED lighting with occupancy sensors.

Boiler Section 1

Is the District seeking replacement of the Boiler? YES

Is there more than one boiler room in the School? NO

What percentage of the School is heated by the Boiler? 75

Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)

We have dual fuel capabilities, at present time we use natural gas as our primary fuel.

Age of Boiler (number of years since the Boiler was installed or replaced) 30

Description of repairs, if applicable, in the last three years. Include year of repair:

Replacement of various control module's as well as damper controls and several tubes have been welded to repair leaks.

Boiler Section 2**Is the District seeking replacement of the Boiler?** NO**Is there more than one boiler room in the School?** NO**What percentage of the School is heated by the Boiler?** 25**Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)**

we have dual fuel capabilities, at this time we are burning natural gas as our primary fuel.

Age of Boiler (number of years since the Boiler was installed or replaced) 14**Description of repairs, if applicable, in the last three years. Include year of repair:**

Various control modulus as well as other minor issues, nothing major

Has there been a Major Repair or Replacement of the HVAC SYSTEM? NO**Year of Last Major Repair or Replacement:(YYYY)** 1952**Description of Last Major Repair or Replacement:**

none

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? NO**Year of Last Major Repair or Replacement:(YYYY)** 1952**Description of Last Major Repair or Replacement:**

none

BUILDING INTERIOR: Please provide a detailed description of the current building interior including a description of the flooring systems, finishes, ceilings, lighting, etc. (maximum of 5000 characters).

The floor finishes are VCT in all areas except the gym which has a poured rubber floor . There are some repairs needed on the VCT. The gymnasium floor is in very poor condition with many areas peeling. The walls in the original building are plaster with some wood wainscoting. The finishes are in fair condition and were last painted in 2009. The walls in the addition are painted concrete masonry units(CMU)and are in need of refinishing. The walls in the modular sections are of gypsum board covered in vinyl wallpaper. The ceilings in the original building are plaster and in the addition and modular sections they are 2X4 ceiling tiles. The stairs in the original section were refurbished this year with new treads. The ramp in the addition lobby is unacceptable as it continues to slope at a change of direction where there must be a 5'X5' minimum horizontal landing of direction change. Accessibility in the original building requires the installation of an elevator and door hardware needs to be upgraded with new ADA standards. In both the original and addition, the toilet facilities are out of code.

PROGRAMS and OPERATIONS: Please provide a detailed description of the current programs offered and grades served, and indicate whether there are program components that cannot be offered due to facility constraints, operational constraints, etc. (maximum of 5000 characters).

Programs in Pre-K, K, and Grade 1 consist of the following : Students participate daily in learning activities in the areas of math,language arts, and science in a full inclusion setting. Also, during the week students participate in physical education, library, computers, art and music. Students with severe disabilities receive their academic and behavioral services in a an isolated setting called the New Horizons Program. Northbridge Elementary School offers an after school program. This program is offered to all Northbridge Elementary students. Students participate in such activities as homework sessions, computer enrichment and organized gym activities.

CORE EDUCATIONAL SPACES: Please provide a detailed description of the Core Educational Spaces within the facility, a description of the number and sizes (in square feet) of classrooms, a description of science rooms/labs including ages and most recent updates, a description of the cafeteria, gym and/or auditorium and a description of the media center/library (maximum of 5000 characters).

The Northbridge Elementary School consists of 28 classrooms of which 27 are occupied. The average square footage of

the core educational spaces is 800 square feet. Some of the classrooms have chalk boards but most have white boards installed over them. 12 classrooms have smart boards installed in them. Only about half of the classrooms have sinks in them. There are no science labs in this building and the only computer lab is located in the Library. The most recent updates included some Asbestos floor tiles being abated and new vinyl floor tile being installed in its place. This project was limited to the existing 1952 building. 27 year old carpet was removed from 2 classrooms and replaced it with VCT. In 2009 the District replaced the original stair treads in the original 1952 building.

CAPACITY and UTILIZATION: Please provide a detailed description of the current capacity and utilization of the school facility. If the school is overcrowded, please describe steps taken by the administration to address capacity issues. Please also describe in detail any spaces that have been converted from their intended use to be used as classroom space (maximum of 5000 characters).

The capacity in accordance with our yearly inspection certificates issued by our Building Inspector is 705 at any given time. At present time we have 452 students enrolled at this building. We are currently using every available room for teaching space. We have converted closets and other areas originally designed for storage into OT/PT spaces as well as other special needs instruction, and also Title One.

MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district's current maintenance practices, its capital repair program, and the maintenance program in place at the facility that is the subject of this SOI. Please include specific examples of capital repair projects undertaken in the past, including any override or debt exclusion votes that were necessary (maximum of 5000 characters).

All of our preventive maintenance as well as our work orders used to be entered into a data base. Due to manpower constraints at this time, the data entry portion of this system is not up to date. A five year Capital Repair Project list is updated and submitted to the Town through the School Committee yearly. At this time we are working with the Town Manager and Finance Committee on pursuing avenues to fund future capital projects in town. The boilers are cleaned and serviced and tested yearly. We have all of our makeup water for the boilers treated by an outside company to help prevent corrosion and extend the life of our heating plant. All of our pumps and uni-vents are serviced quarterly and any malfunctions are fixed immediately. Any roof leaks are repaired by a certified vendor when they are discovered. All floors are stripped and waxed annually.

Priority 5

Question 1: Please provide a detailed description of the issues surrounding the school facility systems (e.g., roof, windows, boilers, HVAC system, and/or electrical service and distribution system) that you are indicating require repair or replacement. Please describe all deficiencies to all systems in sufficient detail to explain the problem.

Currently there is no insulation in the exterior wall cavities of this entire building. By installing insulation in the exterior wall cavities and the areas around the uni-vents we would realize a substantial savings from heat no longer being lost to the exterior. The current windows are original and hold no insulating factors at all. By installing double insulated windows we would save substantially on heat escaping the building through these old windows as well as keeping the rooms warmer during the colder months. The heating system is not very efficient with some areas of the building overheating while other areas are cold. The uni-vents are the original equipment and do not run very efficiently with dampers not sealing tight in the colder months to ones that do not open in the warmer months. New dampers would go a long way in controlling proper temperatures and preventing freeze ups and overheating. The radiators are the building's original and most run uncontrolled resulting in overheating most spaces in the original building making it not a very comfortable learning environment for the students and staff. Fuel is being wasted on the overheating of these spaces. The current pneumatic controls should be replaced with direct digital controls and a building management system installed to better monitor and control the building climate, thereby saving the district money by equally and efficiently heating and cooling all spaces.

Priority 5

Question 2: Please describe the measures the district has already taken to mitigate the problem/issues described in Question 1 above.

We have replaced the heating system circulating pump motors with new energy efficient models as well as any electric motors that are in that building. The weather stripping on the doors and windows is replaced as needed. When the roof was replaced in 2000, Maim R rated insulation was installed. When plumbing fixtures are replaced, they are replaced with new energy efficient models. All exit lights have been retrofitted with LED lamps. All room thermostats are locked at 68 degrees. The whole building has a night time set back on the heating system .The district has partnered with National Grid and EverSource on energy upgrades in the past and will continue to explore options presented to us.

Priority 5

Question 3: Please provide a detailed explanation of the impact of the problem/issues described in Question 1 above on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

We are not able to provide a comfortable space for the children to learn in, whether it's from the poor lighting conditions, roof leaks, or the unbalanced climate from the heating system throughout the building. The children deserve a more comfortable space to learn in. Rooms with better lighting or day lighting installed will also save on energy consumption. The heating system disrupts the school day by the spaces being too hot in the winter months. The windows are inadequate and some do not even open so rooms become very warm during the summer months making it very uncomfortable for students and staff. The art and music classes must move to an alternate ground floor space when students with walking disabilities are present in class, this is due to the fact that there is not an elevator to get them to the 2nd and 3rd floor classrooms where these programs are housed. Students must also attend classes in portable modular classrooms due to the lack of space. Occupational therapy and physical therapy services are being conducted in closets limiting the space and effectiveness of these services.

Priority 5

Question 4: Please describe how addressing the school facility systems you identified in Question 1 above will extend the useful life of the facility that is the subject of this SOI and how it will improve your district's educational program.

By replacing and or upgrading this building you will be providing a healthier and more inviting learning environment for the students and staff of this building. Also with the replacement or upgrade of this building the town will realize a large savings in energy costs. That savings can then be put towards programs that would benefit the student population of this school.

Please also provide the following:

Have the systems identified above been examined by an engineer or other trained building professional?:
YES

If "YES", please provide the name of the individual and his/her professional affiliation (maximum of 250 characters):

Garcia and Galuska Consulting Engineers

The date of the inspection: 12/12/1996

A summary of the findings (maximum of 5000 characters):

Generally speaking the heating system is in relatively good working condition with the exception that a large majority of the 1952 building has reoccurring events of overheating. The electrical distribution system is in satisfactory condition, with only minor alterations required. The emergency lighting system is very minimal with only battery operated emergency light packs, it is recommended that an emergency generator be installed. At present time this school is not in compliance with all life safety codes and standards that are recommended for school buildings. The exterior lighting is minimal and needs to be improved. The fire alarm system should be rehabilitated with smoke detectors in corridors and other public places and spaces. New ADA audio visual signals need to be placed in areas not now having same, such as toilets, and where spacing exceeds code. The general power system should be upgraded so an adequate quantity of receptacles will be available for electronic teaching devices.

H2

Statement of Interest

Having convened in an open meeting on March 14, 2016 the **Board of Selectman** of Northbridge, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest dated March 8, 2016 for the **Northbridge Middle School** located at 171 Linwood Ave, Whitinsville, which describes and explains the following deficiencies and the priority category for which an application may be submitted to the Massachusetts School Building Authority in the future.

#5 replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related cost in a school facility,

And hereby further specifically acknowledges that by submitting this Statement of Interest, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits Northbridge to filing an application for funding with the Massachusetts School Building Authority.

Massachusetts School Building Authority

Next Steps to Finalize Submission of your FY 2016 Statement of Interest

Thank you for submitting your FY 2016 Statement of Interest (SOI) to the MSBA electronically. **Please note, the District's submission is not yet complete.** The District is required to print and mail a hard copy of the SOI to the MSBA along with the required supporting documentation, which is described below.

Each SOI has two Certification pages that must be signed by the Superintendent, the School Committee Chair, and the Chief Executive Officer*. Please make sure that **both** certifications contained in the SOI have been signed and dated by each of the specified parties and that the hardcopy SOI is submitted to the MSBA with **original signatures**.

SIGNATURES: Each SOI has two (2) Certification pages that must be signed by the District.

In some Districts, two of the required signatures may be that of the same person. If this is the case, please have that person sign in both locations. Please do not leave any of the signature lines blank or submit photocopied signatures, as your SOI will be incomplete.

**Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated as the chief executive office under the provisions of a local charter.*

VOTES: Each SOI must be submitted with the proper vote documentation. This means that (1) the required governing bodies have voted to submit each SOI, (2) the specific vote language required by the MSBA has been used, and (3) the District has submitted a record of the vote in the format required by the MSBA.

- **School Committee Vote:** Submittal of all SOIs must be approved by a vote of the School Committee.
 - For documentation of the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson. The Minutes must contain the actual text of the vote taken which should be substantially the same as the MSBA's SOI vote language.
- **Municipal Body Vote:** SOIs that are submitted by cities and towns must be approved by a vote of the appropriate municipal body (e.g., City Council/ Aldermen/Board of Selectmen) in addition to a vote of the School Committee.
 - Regional School Districts do not need to submit a vote of the municipal body.
 - For the vote of the municipal governing body, a copy of the text of the vote, which shall be substantially the same as the MSBA's SOI vote language, must be submitted with a certification of the City/Town Clerk that the vote was taken and duly recorded, and the date of the vote must be provided.

CLOSED SCHOOLS: Districts must download the report from the "Closed School" tab, which can be found on the District Main page. Please print this report, which then must be signed by the Superintendent, the School Committee Chair, and the Chief Executive Officer. A signed report, with original signatures must be included with the District's hard copy SOI submittal. **If a District submits multiple SOIs, only one copy of the Closed School information is required.**

ADDITIONAL DOCUMENTATION FOR SOI PRIORITIES #1 AND #3: If a District selects Priority #1 and/or Priority #3, the District is required to submit additional documentation with its SOI.

- If a District selects Priority #1, Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of the school children, where no alternative exists, the MSBA requires a hard copy of the engineering or other report detailing the nature and severity of the problem and a written professional opinion of how imminent the system failure is likely to manifest itself. The District also must submit photographs of the problematic building area or system to the MSBA.
- If a District selects Priority #3, Prevention of a loss of accreditation, the MSBA requires the full accreditation report(s) and any supporting correspondence between the District and the accrediting entity.

ADDITIONAL INFORMATION: In addition to the information required with the SOI hard copy submittal, the District may also provide any reports, pictures, or other information they feel will give the MSBA a better understanding of the issues identified at a facility.

If you have any questions about the SOI process please contact Diane Sullivan at 617-720-4466 or Diane.Sullivan@massschoolbuildings.org.

Massachusetts School Building Authority

School District Northbridge

District Contact Paul Halacy TEL: (508) 234-9440

Name of School Northbridge Middle

Submission Date 3/8/2016

SOI CERTIFICATION

To be eligible to submit a Statement of Interest (SOI), a district must certify the following:

- ☒ The district hereby acknowledges and agrees that this SOI is NOT an application for funding and that submission of this SOI in no way commits the MSBA to accept an application, approve an application, provide a grant or any other type of funding, or places any other obligation on the MSBA.
- ☒ The district hereby acknowledges that no district shall have any entitlement to funds from the MSBA, pursuant to M.G.L. c. 70B or the provisions of 963 CMR 2.00.
- ☒ The district hereby acknowledges that the provisions of 963 CMR 2.00 shall apply to the district and all projects for which the district is seeking and/or receiving funds for any portion of a municipally-owned or regionally-owned school facility from the MSBA pursuant to M.G.L. c. 70B.
- ☒ The district hereby acknowledges that this SOI is for one existing municipally-owned or regionally-owned public school facility in the district that is currently used or will be used to educate public PreK-12 students and that the facility for which the SOI is being submitted does not serve a solely early childhood or Pre-K student population.
- ☒ After the district completes and submits this SOI electronically, the district must sign the required certifications and submit one signed original hard copy of the SOI to the MSBA, with all of the required documentation described under the "Vote" tab, on or before the deadline.
- ☒ The district will schedule and hold a meeting at which the School Committee will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is required for cities, towns, and regional school districts.
- ☒ Prior to the submission of the hard copy of the SOI, the district will schedule and hold a meeting at which the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is not required for regional school districts.
- ☒ On or before the SOI deadline, the district will submit the minutes of the meeting at which the School Committee votes to authorize the Superintendent to submit this SOI. The District will use the MSBA's vote template and the vote will specifically reference the school and the priorities for which the SOI is being submitted. The minutes will be signed by the School Committee Chair. This is required for cities, towns, and regional school districts.
- ☒ The district has arranged with the City/Town Clerk to certify the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body to authorize the Superintendent to submit this SOI. The district will use the MSBA's vote template and submit the full text of this vote, which will specifically reference the school and the priorities for which the SOI is being submitted, to the MSBA on or before the SOI deadline. This is not required for regional school districts.
- ☒ The district hereby acknowledges that this SOI submission will not be complete until the MSBA has received all of the required vote documentation and certification signatures in a format acceptable to the MSBA. If Priority 1 is selected, your Statement of Interest will not be considered complete unless and until you provide the required engineering (or other) report, a professional opinion regarding the problem, and photographs of the problematic area or system.

Massachusetts School Building Authority

School District Northbridge

District Contact Paul Halacy TEL: (508) 234-9440

Name of School Northbridge Middle

Submission Date 3/8/2016

Note

The following Priorities have been included in the Statement of Interest:

1. ☐ Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of school children, where no alternative exists.
2. ☐ Elimination of existing severe overcrowding.
3. ☐ Prevention of the loss of accreditation.
4. ☐ Prevention of severe overcrowding expected to result from increased enrollments.
5. ☒ Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility.
6. ☐ Short term enrollment growth.
7. ☐ Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements.
8. ☐ Transition from court-ordered and approved racial balance school districts to walk-to, so-called, or other school districts.

SOI Vote Requirement

☒ I acknowledge that I have reviewed the MSBA's vote requirements for submitting an SOI which are set forth in the Vote Tab of this SOI. I understand that the MSBA requires votes from specific parties/governing bodies, in a specific format using the language provided by the MSBA. Further, I understand that the MSBA requires certified and signed vote documentation to be submitted with the SOI. I acknowledge that my SOI will not be considered complete and, therefore, will not be reviewed by the MSBA unless the required accompanying vote documentation is submitted to the satisfaction of the MSBA.

Potential Project Scope: Potential New School

Is this SOI the District Priority SOI? YES

School name of the District Priority SOI: 2016 Northbridge Middle

Is this part of a larger facilities plan? NO

If "YES", please provide the following:

Facilities Plan Date:

Planning Firm:

Please provide an overview of the plan including as much detail as necessary to describe the plan, its goals and how the school facility that is the subject of this SOI fits into that plan:

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 26 students per teacher

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: 22 students per teacher

Does the District have a Master Educational Plan that includes facility goals for this building and all school buildings in District? NO

Does the District have related report(s)/document(s) that detail its facilities, student configurations at each facility, and District operational budget information, both current and proposed? NO

If "NO", please note that:

If, based on the SOI review process, a facility rises to the level of need and urgency and is invited into the Eligibility Period, the District will need to provide to the MSBA a detailed Educational Plan for not only that facility, but all facilities in the District in order to move forward in the MSBA's school building construction process.

Is there overcrowding at the school facility? NO

If "YES", please describe in detail, including specific examples of the overcrowding.

Has the district had any recent teacher layoffs or reductions? NO

If "YES", how many teaching positions were affected? 0

At which schools in the district?

Please describe the types of teacher positions that were eliminated (e.g., art, math, science, physical education, etc.).

Has the district had any recent staff layoffs or reductions? NO

If "YES", how many staff positions were affected? 0

At which schools in the district?

Please describe the types of staff positions that were eliminated (e.g., guidance, administrative, maintenance, etc.).

Please provide a description of the program modifications as a consequence of these teacher and/or staff reductions, including the impact on district class sizes and curriculum.

Does Not Apply

Please provide a detailed description of your most recent budget approval process including a description of any budget reductions and the impact of those reductions on the district's school facilities, class sizes, and educational program.

Building a budget for the Northbridge Public Schools is a true collaborative effort. The budget is built by site based managers with input from staff and compiled by the Business Manager. Each line item is detailed in a budget binder. Multiple meetings are held with the budget subcommittee and the budget is adjusted by site managers as needed. The budget is presented to the full School Committee, Finance Committee, Town Manager, and the public, and ultimately voted on at the Spring Town Meeting. The FY17 budget process is underway. In FY15, we experienced a failed override and had to cut 1.1 million dollars from the budget. In FY16, we had to reduce \$450,000 from the budget and increase parent fees. Fortunately, the outlook for the FY17 budget is better than the past two years. Although Chapter 70 funding for Northbridge for FY17 only increased by the minimum \$46,840, the proposed FY17 budget should allow the District to maintain status quo services. While funding is not available to improve the services being offered or allow for as many capital purchases/repairs as preferred, the current level of services will not be reduced again. As funding is not available to add needed staff, some current staffing positions have been reorganized to better meet district priorities. Due to lower enrollment in Kindergarten and Grade 1, the District has been able to convert two classroom teachers to support positions, thereby allowing for the much needed addition of a Kindergarten Inclusion teacher and an ELL teacher, without a negative impact

on class size. The District continues to take advantage of cost saving initiatives, including energy projects and net metering agreements so savings can be reallocated to the instructional program.

General Description

BRIEF BUILDING HISTORY: Please provide a detailed description of when the original building was built, and the date(s) and project scopes(s) of any additions and renovations (maximum of 5000 characters).

The original building was constructed in 1905 on 15.6 acres of land .There have been multiple additions constructed since (1927,1955,1986) and 4 modular classrooms were added in 2000.These additions consisted of adding additional core learning spaces as well as new kitchen and cafeteria as well as new gym and auditorium.

TOTAL BUILDING SQUARE FOOTAGE: Please provide the original building square footage PLUS the square footage of any additions.

176924

SITE DESCRIPTION: Please provide a detailed description of the current site and any known existing conditions that would impact a potential project at the site. Please note whether there are any other buildings, public or private, that share this current site with the school facility. What is the use(s) of this building(s)? (maximum of 5000 characters).

The school is located on 15.6 acres of land near the center of town.The site is flat and is land locked. It is centered between a cemetery to the south and east, and residential and public roadways in the other directions. The site also consists of the main athletic fields for the district. The main entrance to the building for students as well as visitors is through a main entrance at the southwest side of the building on Linwood Avenue. The student drop off area is on the opposite side of Linwood avenue which is a major safety concern with the children having to cross the busy roadway. In the past this has resulted in minor pedestrian accidents. Parking for staff and visitors is also located on the opposite side of Linwood Avenue,with addition parking for staff provided off of Pleasant Street on the Southeast side of the building.School buses drop off and pick up the students in an existing driveway that runs from Linwood Avenue around the buildings onto Pleasant Street. The limited acreage has forced some athletics to be relocated to fields further down Linwood Avenue at our High School.

ADDRESS OF FACILITY: Please type address, including number, street name and city/town, if available, or describe the location of the site. (Maximum of 300 characters)

171 Linwood Avenue
Whitinsville,MA.01588

BUILDING ENVELOPE: Please provide a detailed description of the building envelope, types of construction materials used, and any known problems or existing conditions (maximum of 5000 characters).

The school consists of multiple additions (1927,1955,1986,2000) to the original (1905) load bearing brick masonry wall structure with a mixture of roof types.Some are flat and covered with PVC membrane material and the original 1905 building is a sloped slate shingle roof. Sections added to the original school building are of typical brick masonry cavity wall construction with low sloped roof systems and varies from one-story to three stories in height evaluation.The roof was completely replaced in 2007. Windows are original and are a mix of aluminum insulated units , aluminum non insulated units , and non insulated wood units.All windows except the insulated units should be replaced to increase energy efficiency and operational comfort.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS? YES

Year of Last Major Repair or Replacement:(YYYY) 1986

Description of Last Major Repair or Replacement:

Minor repairs have been done over the years. Additions have also been constructed over a period of time since the

original building opened in 1905 with the latest being constructed in 1986.

Roof Section A

Is the District seeking replacement of the Roof Section? NO

Area of Section (square feet) 100000

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))

PVC and Slate

Age of Section (number of years since the Roof was installed or replaced) 10

Description of repairs, if applicable, in the last three years. Include year of repair:

Minor leaks.

Roof Section B

Is the District seeking replacement of the Roof Section? NO

Area of Section (square feet) 77000

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))

Slate

Age of Section (number of years since the Roof was installed or replaced) 10

Description of repairs, if applicable, in the last three years. Include year of repair:

Some of the slate has fallen off over the years.

Window Section A

Is the District seeking replacement of the Windows Section? YES

Windows in Section (count) 48

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))

Single pane

Age of Section (number of years since the Windows were installed or replaced) 111

Description of repairs, if applicable, in the last three years. Include year of repair:

Repairs to window weights, as well as some broken panes repaired.

MECHANICAL and ELECTRICAL SYSTEMS: Please provide a detailed description of the current mechanical and electrical systems and any known problems or existing conditions (maximum of 5000 characters).

The mechanical and electrical systems were updated with the 1986 addition and renovations. The 2 steam boilers are 61 year old Fitzgibbons Scotch Marine fire tube boilers. Each boiler generates low pressure steam by utilizing dual fuel burners. Each boiler is provided with natural gas and No.2 fuel oil. All boilers are cleaned and serviced yearly and repairs made as needed. Feed water is chemically treated which has extended the life of these boilers. The boilers are inspected by state boiler inspectors yearly. These boilers are beyond their life expectancy and should be replaced with more energy efficient models. Generally speaking these boilers generate steam which is then condensed back to condensate and then distributed into the heating system. This process uses a lot of unnecessary energy. The heating units throughout the building are original and repairs are constantly needed and parts are becoming very hard to find. The school's climate is not balanced which has created areas that are cold and others that are warm. There is no air conditioning in this school with the exception of the auditorium which has a rooftop fixed unit and the main office areas which have window units. The computer labs are not air conditioned and should be. Overheating of the spaces has resulted in computer failures as well as student and staff discomfort. The hot water supply pipes for the buildings heating system are in constant need of repair due to leaks caused by the overall age of the piping. The automatic temperature is of the pneumatic design. The system is antiquated and should be replaced with a Direct Digitally Controlled system. This would allow for more accurate control of the heating plant. The electrical system is fed via a utility street pole. The primary line drops underground and runs to a pad mounted transformer. The main service panel is rated at 3000 amps, 120/208 volt, 3 phase, 4 wire and is manufactured by the Square D company. The main service switch is located in the electrical room of the 1988 addition. The overall condition of the electrical system is satisfactory. The building is also supported by a gas fired 115 Kw emergency generator which was replaced in 2007.

Boiler Section 1**Is the District seeking replacement of the Boiler?** YES**Is there more than one boiler room in the School?** NO**What percentage of the School is heated by the Boiler?** 100**Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)**

Natural Gas or # 2 Oil

Age of Boiler (number of years since the Boiler was installed or replaced) 61**Description of repairs, if applicable, in the last three years. Include year of repair:**

Broken tubes, broken controllers, blower motor replacements, and some safety devices failed and were replaced. We have also have numerous boiler supply lines fail and leak which resulted in many calls to our hvac contractor for repairs and also has resulted in the building not being heated on certain days.

Has there been a Major Repair or Replacement of the HVAC SYSTEM? NO**Year of Last Major Repair or Replacement:(YYYY)** 1986**Description of Last Major Repair or Replacement:**

Some of HVAC system was updated with the 1986 Addition and Renovation. Two new burners were installed on the existing boilers in 2005. The system is repaired as needed.

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? NO**Year of Last Major Repair or Replacement:(YYYY)** 1986**Description of Last Major Repair or Replacement:**

Some of the Electrical System was updated with the 1986 Addition and Renovation. The system is repaired or replaced as needed.

BUILDING INTERIOR: Please provide a detailed description of the current building interior including a description of the flooring systems, finishes, ceilings, lighting, etc. (maximum of 5000 characters).

The buildings floors are of various materials and range from carpet, VCT, and original wood. Some of the tile floors were upgraded in the 1986 addition, but the original wood floors were not touched and need to be upgraded or replaced. The carpeted areas are being replaced with VCT as funds become available. The walls are plaster and Gypsum wall board throughout the buildings. The Gypsum wall board was installed in the 1986 addition. This material should either be reinforced or replaced. The plaster walls are in poor condition, require constant repair, and should be replaced. Ceilings are a mix of A.C.T. and plaster and are in need of repair or replacement. Some of the plaster ceiling have deteriorated to the point where they have begun to fail and in one instance a large piece fell on a student sitting at her desk in a classroom. Stairs and ramps construction was part of the 1986 addition and renovation project. Ninety percent of the stairs and ramps require some minor repairs and painting. Some stairs require additional lighting installed. The building does have an elevator for access to all floors but exiting the building by handicapped individuals is very difficult. Bathroom facilities also need to be upgraded for handicapped persons.

PROGRAMS and OPERATIONS: Please provide a detailed description of the current programs offered and grades served, and indicate whether there are program components that cannot be offered due to facility constraints, operational constraints, etc. (maximum of 5000 characters).

Programs offered are in grades 5 through 8 and consist of the following: Students participate in daily learning activities in the areas of math, science, social studies language arts, and foreign languages in a full inclusion setting. During the week students participate in physical education, library, computers, art and music. Students with severe disabilities receive their academic and behavioral services in a separate setting.

CORE EDUCATIONAL SPACES: Please provide a detailed description of the Core Educational Spaces within the facility, a description of the number and sizes (in square feet) of classrooms, a description of science rooms/labs including ages and most recent updates, a description of the cafeteria, gym and/or auditorium and a

description of the media center/library (maximum of 5000 characters).

The Middle School core educational spaces consist of 54 classrooms which average 910 sq.ft., a 3900 sq.ft. Media Center/Library, 4450 sq.ft. of Science Room/Labs, a 7200 sq.ft. 682 seat Auditorium, a 4300 sq.ft. cafeteria and an 11,000 sq.ft. Gymnasium. Some classrooms have had smart boards installed in them. White boards have been installed in some classrooms but most are still using chalk boards. Several of the science labs were updated in the 1986 renovation project.

CAPACITY and UTILIZATION: Please provide a detailed description of the current capacity and utilization of the school facility. If the school is overcrowded, please describe steps taken by the administration to address capacity issues. Please also describe in detail any spaces that have been converted from their intended use to be used as classroom space (maximum of 5000 characters).

The current student enrollment is 761. The capacity for the building is 875.

MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district's current maintenance practices, its capital repair program, and the maintenance program in place at the facility that is the subject of this SOI. Please include specific examples of capital repair projects undertaken in the past, including any override or debt exclusion votes that were necessary (maximum of 5000 characters).

All of our preventive maintenance as well as work orders used to be entered into a data base. Due to manpower constraints at this time the data entry portion of this system is not up to date. A five year Capital Repair Project list is updated and submitted to the Town through the School Committee yearly. At this time we are working together with the Town Manager and Finance Committee, exploring funding avenues to complete future capital projects in town. This year funds were allocated for additional security cameras. We have all of our feed water to our boilers treated by an outside vendor to help prevent corrosion in the boilers and thereby extending their life. We have the boilers cleaned, serviced and tested on a yearly basis. All pumps and uni-vents are serviced quarterly and any malfunctions are corrected immediately. All floors are stripped and waxed annually. Gym floors are screened and re-coated on a yearly basis.

Priority 5

Question 1: Please provide a detailed description of the issues surrounding the school facility systems (e.g., roof, windows, boilers, HVAC system, and/or electrical service and distribution system) that you are indicating require repair or replacement. Please describe all deficiencies to all systems in sufficient detail to explain the problem.

Currently there is not any insulation in most of the exterior walls throughout building. By installing insulation in the exterior wall cavities and the areas around the uni-vents we would realize substantial savings from heat not being lost to the exterior. The original windows are from 1905 and are in very poor shape and hold no insulating factors at all. By installing double insulated windows we would realize substantial savings on heat costs and the classrooms would be a lot easier to keep warm. At this time the heating system is run through a pneumatic control system that is antiquated and not very efficient. The pneumatic system should be replaced entirely with a system that is Direct Digitally Controlled. This would enable the heating system to be monitored more closely and therefore improve the efficiency and climate control in the entire building. This should produce a large savings in heating costs to the District. When the roof was replaced in 2007 insulation was added to decking which has helped in preventing some heat loss. The roof has had multiple leaks repaired on a yearly basis.

Priority 5

Question 2: Please describe the measures the district has already taken to mitigate the problem/issues described in Question 1 above.

The Middle School went through an entire lighting retrofit in 2001. All existing lights and ballasts both interior and exterior were replaced with more energy efficient models. More efficient models of burners were installed in 2007. When the roof was replaced in 2007 insulation was installed on the decking. Exterior lights are controlled by time clocks and light sensors. Motors have been replaced with more energy efficient models. When plumbing fixtures are replaced we install more efficient models. All room thermostats are locked at 68 degrees. The whole building has a night time set-back on the heating system. The District has partnered with National Grid and EverSource Gas in the past and will also continue to seek and implement energy saving projects. These projects have improved the energy efficiency of the building and save the District in heating and electric bills.

Priority 5

Question 3: Please provide a detailed explanation of the impact of the problem/issues described in Question 1 above on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

The only impacts that are a direct result of these issues are that we are not able to provide a comfortable space for the children to learn in. The result of the many additions that have been added to this building over the years has resulted in the building being turned into a maze and is very difficult for the students to navigate. The heating system is very old and needs to be replaced. The climate throughout the building is not balanced and areas can be very cold while other areas are overheating creating an uncomfortable atmosphere for the students and staff alike.

Priority 5

Question 4: Please describe how addressing the school facility systems you identified in Question 1 above will extend the useful life of the facility that is the subject of this SOI and how it will improve your district's educational program.

By replacing this building you will be providing a healthier and more inviting learning environment for the students and staff of this building. Again this building's original wing was first opened in 1905 and has several additions since. It is a very difficult building for the children to find their way around. With all the additions added over the years it is also very difficult to maintain the proper climate in this building. With the replacement of this building the town should realize a significant savings in energy costs, which could be then put towards programs that would benefit the student population of Northbridge.

Please also provide the following:

Have the systems identified above been examined by an engineer or other trained building professional?:
YES

If "YES", please provide the name of the individual and his/her professional affiliation (maximum of 250 characters):

Garcia and Galuska Consulting Engineers

The date of the inspection: 12/2/1996

A summary of the findings (maximum of 5000 characters):

The electrical distribution system is satisfactory, but new distribution equipment should be installed to accommodate added computer loads in the instructional areas. The present emergency lighting system is adequate. However, it is recommended that the emergency system be updated for compliance with life safety codes and standards requiring 2 hour rated enclosures for equipment. The current fire alarm system should be retrofitted with new ADA approved devices. In addition new strobe horns should be installed in toilet rooms and classrooms. The master clock system is archaic and should be replaced. The intercom system should also be replaced throughout the entire structure. Additional security cameras should be added throughout the entire building as well as the exterior of the complex. This system should be tied into the district I.T. equipment for remote access capabilities.

Massachusetts School Building Authority

School District Northbridge

District Contact Paul Halacy

TEL (508) 234-9440

Submission Date 3/8/2016

Closed Schools Information

Closed Schools

Question 1: Has the district sold, closed, or otherwise removed from service a school in the last 10 years?

Yes

School Name: Aldrich School

14 Hill Street
Whitinsville, MA 01588

Which of the following apply to the school?

Removed from service and the building returned to the Town

Please provide the year the school was sold, closed, or otherwise removed from service.

2007

Please provide the year the school was originally opened.

1890

Please provide the age of the school when it was sold, closed, or otherwise removed from service.

117

Please provide a history of the use of the school, including grades served, any educational programs at the school, and any major renovation, addition, and/or repair projects at the school.

Most recent, until the time of closing the 5 classrooms in this building were used for our Pre-K program. When the building first opened it was the first school building in Northbridge and over the years it has housed many different age groups. The only major renovation of this building was the replacement of the roof and boiler 13 years ago.

Please provide the reason for selling, closing or otherwise removing the school from service. Please be as specific as possible and provide as much detail as you are able as to the reason(s) for the district's decision.

the age of the building dictated a lot of repairs and upgrades as well as very costly ADA upgrades. The second floor of this building was not handicap accessible. The District at the time of closure felt it would be more educationally sound to move the Pre-K program into our 2 other elementary schools.

Please provide a detailed description about the placement of students, programs, teachers, and administrative staff that were served by the school which was sold, closed, or otherwise removed from service. For example, were the students moved to another school(s), were the programs moved to another school(s) or were they eliminated, were the teachers moved to other school(s) or were the teaching positions eliminated?

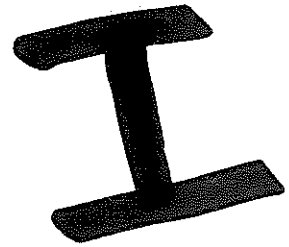
All students and staff from this Pre-K program were incorporated into our 2 Elementary Schools. No staff were eliminated.

Please provide the district's understanding of any school building grant money that the district received from the state for the school that was sold, closed, or otherwise removed from service. Please provide as much detail as possible.

We do not believe any State Building funds were received for this building at any time.

Question 2: Does the district have any plans to sell, close, or otherwise remove from service a school in the next 10 years?

No



March 9, 2016

Mr. Ted Kozak
Northbridge Town Manager
Northbridge, Massachusetts 01588

Dear Mr. Kozak:

This is a proposal for Town of Northbridge Selectmen Meeting (Monday 14, 2016 7PM) to consider approving to support: Massachusetts Liberty Bell Replica Move. Moving Massachusetts Liberty Bell Replica inside to an area on the 4th floor, outside the House Chamber Gallery. The reason I am suggesting this move is because at present Massachusetts Replica Bell is located on the front porch, which is in an area that is "Off limits to the public". Please refer to article "Lost In Time and History".

Hopefully, one of 351 Towns & Cities of Commonwealth of Massachusetts, like Northbridge would send in our proposal Letter and read on the Floor of State House Senate Chamber and State Representatives Chamber.

Sincerely,

George A. Warren
9 Cottage St.
Whitinsville 01588

LOST IN TIME AND HISTORY

I am saddened to find out a wonderful part of our history as a state has been put in an area at the State House where no one can see it, enjoy it, or know more about its history.

I am writing about our Massachusetts Liberty Bell Replica.

Didn't know we had one, did you? Neither did I until a visit to the State House revealed its existence, but not the bell itself. The Liberty Bell has its roots going back to July 4, 1776 and the signing of the Declaration of Independence. In 1950, President Harry S. Truman had 55 replicas of the original Liberty Bell cast in France by the Paccard Bell Foundry.

At that time President Truman gave each of the 48 states one and one each for the United States territories and U.S. federal buildings. These replica bells were to promote a U.S. Savings Bond Drive. One bell was shipped to the Boston State House.

The bell was moved to the front porch of the State House in the late 1950s and could be seen by everyone who climbed the stairs or exited through the center doors for well over 40 years. After Sept. 11, 2001, the front stairs and front doors were closed and it was no longer open to the public, which is why many visitors are unaware of our

Liberty Bell Replica's presence here.
(Although it can still be viewed on occasions when the porch is open for special events.)

These bells were designed not only for a savings bond drive, but so that the public in each state would have access to a part of our history that can be seen, felt and enjoyed, I think, some visitors may never be able to go to Philadelphia, where the original Liberty Bell is, but visitors should be able to go to Massachusetts State House where all visitors are supposed to be able to go and see the Liberty Bell Replica. This goes for the thousands of school children who visit the State House every year.

My suggestion is to move the bell inside the State House to a spot where Replica Liberty Bell can be seen and admired by visitors. Moving the bell would take getting permission from the Senate President, the State Senators, The Speaker of the House of Representatives and the State Representatives.

I sincerely hope that our state senators and state representatives consider approving that the Massachusetts Replica Liberty Bell be moved soon so that our Liberty Bell Replica will not be lost in time and history.

G. A. Warren





BULFINCH
ENTRANCE

MASSACHUSETTS



INTERMUNICIPAL AGREEMENT
For
CONSERVATION AGENT SERVICES
BETWEEN THE TOWNS OF NORTHBRIDGE & UPTON

J

THIS INTERMUNICIPAL AGREEMENT ("Agreement") is made and entered into as of this 1st day of _____ 2016 by and between TOWN OF NORTHBRIDGE ("Northbridge"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts with a principal address of 7 Main St. Whitinsville, MA 01588, acting by and through its Board of Selectmen, and the TOWN OF UPTON ("Upton"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts with a principal address of 1 Main Street, Box 1, Upton, MA 01568, acting by and through its Board of Selectmen with no personal liability to the aforementioned public officials (both Towns collectively referred to as "Towns" or "parties").

WHEREAS, Chapter 40, Section 4A of the General Laws, as amended, allows the chief executive officer of towns to enter into agreements with one or more other towns to perform jointly activities or undertakings which any one of them is authorized by law to perform; and,

WHEREAS, Northbridge does not currently have a Conservation Agent; and

WHEREAS, the parties have agreed to establish a mechanism for compensating Upton for such conservation services; and

WHEREAS, the parties have agreed to establish a mechanism for addressing operational issues concerning the provision of such conservation services; and

WHEREAS, each Town agrees to absolve the other Town from liability exclusively caused by one of its employees, as specified in this Agreement.

NOW, THEREFORE, for good and valuable consideration, and the mutual promises and benefits set forth below, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. TERM

This Agreement shall take effect on the first day of _____, 2016. This agreement shall continue in effect for _____ () years. Either party may terminate the Agreement by providing at least six (6) months' notice prior to the start of a new fiscal year that it does not intend to participate in this Agreement for the next following fiscal year ("Notice of Termination").

2. OBLIGATIONS OF UPTON

A. Wetlands Protection Act

1. Conduct site visits to determine applicability and compliance with the Act.
2. Report violations of the Act and issue enforcement orders

3. Provide information and explanation regarding laws governing the act to all parties.
- B. Provide Support to the Conservation Commission
 1. Attend Commission meetings
 2. Compile information, prepare reports and other information required by the Commission
 3. Perform assigned administrative duties including assistance with preparation of the annual budget
 4. Perform similar work as directed by the Conservation Commission

3. **OBLIGATIONS OF NORTHBRIDGE**

- A. Northbridge will make available a representative for the purpose of consultation and/or home visitation should environmental conditions warrant such action.
- B. Northbridge agrees to provide office space, a computer or other necessary technology, and appropriate funds for the reimbursement to the Conservation Agent for mileage costs incurred with operating the Agent's personal automobile in the course of his/her duties.

4. **PERSONNEL**

Effective _____, 2016 the Conservation Agent shall be available to the Town of Northbridge for up to eight (8) hours on average per week during the term of this agreement. The schedule shall be set by mutual agreement of the Conservation Commissions. Said schedule may be modified by agreement of the -Conservation Commissions. The Conservation Agent shall be available to attend Conservation Commission meetings at the Commission's request.

While engaged in performing services in the Town of Northbridge under this Agreement, the Upton Conservation Agent shall be deemed to be engaged in the service and employment of the Town of Upton, notwithstanding that such service activity or undertaking is being performed in or for the Town of Northbridge.

5. **COMPENSATION**

A. Fee

Northbridge shall compensate Upton by paying a fee of \$_____ per hour for services rendered and invoiced to Northbridge hereunder, which covers the salary and benefits of the Conservation Agent. The rate for Fiscal Year 2016/17 shall be reviewed, negotiated, and established by the Town Managers by April 1, 2016. Northbridge

shall not be responsible for any additional fees, costs, charges or expenses relating to said Conservation Agent with the exception of mileage reimbursement.

B. Invoice

Upton shall bill Northbridge in equal quarterly installments, on September 1, December 1, March 1 and June 1 of each year.

C. Payment

Northbridge hereby agrees to submit payment in full for each such bill to Upton within thirty (30) days of receipt of said bill. Notwithstanding the above, any dispute concerning billing shall be first presented in writing by the disputing party within said thirty (30) days, and thereafter shall be resolved in accordance with the "Dispute Resolution" paragraph of this Agreement.

6. **TERMINATION**

In accordance with Section 1, either party may terminate this Agreement by providing written notice to the other party at least six months prior to the start of a new fiscal year, effective as of June 30 of the next following year.

7. **DISPUTE RESOLUTION**

No suit upon any claim or cause of action upon, or for damages upon, by reason of, or growing out of, this Agreement or its non-performance or faulty performance, shall be filed or maintainable by any party unless notice of such claim or cause of action be given to the other party at its address, above given, not less than thirty (30) days prior to filing, and in every case a reasonable time under the circumstances from the date upon which limitation would commence to run against such claim or cause of action in behalf of such other party.

In the event any dispute of any kind should arise between the Towns concerning the construction of this Agreement or the breach thereof, then and in that event, such dispute may be submitted to an arbitrator selected by the American Arbitration Association. The proceedings before said arbitrator shall be governed by the rules and regulations of said Association, and the award and determination of said arbitrator shall be binding and conclusive upon the Towns and they herewith agree to abide thereby. Any costs associated with arbitration shall be split evenly between the Towns. The Towns may also mutually agree to use other forms of alternative dispute resolution, including mediation, to address disputes arising under this Agreement.

Both Towns reserve the right, either in law or equity, by suit, and complaint in the nature of specific performance, or other proceeding, to enforce or compel performance of any or all covenants herein.

8. TERMS

The parties hereto have read the terms of this Agreement before signing the same and hereby agree that no statement, remark, agreement, or understanding, oral or written, not contained herein, will be recognized or enforced.

9. SEVERABILITY

If any provision, section, phrase or word contained herein is determined by a court of competent jurisdiction to be unenforceable, for any reason, or beyond the scope of the statutory provisions of Chapter 40, § 4A of the General Laws, as amended, then it is the intention of the parties that the remaining provisions hereof shall continue in full force and effect.

10. ENTIRE AGREEMENT

The terms, together with all the attachments referenced herein, constitute the entire agreement between the Towns and shall supersede all previous communications, representations, or agreements, either oral or written, between the Towns with respect to the subject matter.

11. ANNUAL STATEMENT

Each Town shall keep accurate records of services performed, costs incurred and payments, reimbursements and contributions made and received, and shall provide same to the other Town upon request. An annual financial statement reflecting this information shall be issued by each Town to the other by November 1 of the following fiscal year.

12. MAXIMUM FINANCIAL LIABILITY

The maximum extent of each Town's financial liability in connection with this Agreement shall not exceed the amount validly appropriated by, or available to, each said Town for said purpose.

13. LIABILITY

Pursuant to MGL c. 40, s. 4A, each party shall be liable for the acts and omissions of its own employees and not for the employees of any other agency in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258. By entering into this Agreement, none of the parties has waived any governmental immunity or limitation of damages which may be extended to it by operation of law.

14. AMENDMENT

No officer, official, agent, or employee of either Town shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind either Town by making any promise or representation not contained herein. Any modification shall be by a written amendment duly authorized by each Town. Said amendment shall be executed in the same manner as this Agreement is executed.

15. ASSIGNMENT

This Agreement shall not be assigned or transferred by either Town without the express written consent of the other Town given with the same formalities as are required for the execution of this Agreement.

16. GOVERNING LAW

This Agreement and all rights of the parties thereunder shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions.

Witness the authorized signatures of the parties:

TOWN OF NORTHBRIDGE

APPROVED as to legal form:

Name: Thomas J. Melia
Chair, Board of Selectmen

Patrick J. Costello,
Town Counsel

James Marzec, Vice Chair

Certification of Available
Appropriation / Funds

James J. Athanas, Clerk

Town Accountant

Daniel J. Nolan, Member

Charles Ampagoomian, Jr., Member

TOWN OF UPTON

APPROVED as to legal form:

Name: Kenneth E. Picard
Chair, Board of Selectmen

Kopelman and Paige, Town Counsel

Robert J. Fleming, Member

Certification of Available
Appropriation / Funds

James A. Brochu, Member

Kenny Costa, Town Accountant



KOPELMAN AND PAIGE, P.C.
The Leader in Public Sector Law

101 Arch Street
Boston, MA 02110
T: 617.556.0007
F: 617.654.1735
www.k-plaw.com

March 10, 2016

David J. Doneski
ddoneski@k-plaw.com

Hon. Thomas J. Melia and
Members of the Board of Selectmen
Northbridge Town Hall
7 Main Street
Whitinsville, MA 01588

Re: Determination and Consent Pursuant to Massachusetts Rules of Professional Conduct,
Rule 1.7 - Representation of the Towns of Northbridge and Upton, Conservation Agent
Services Intermunicipal Agreement

Dear Members of the Board of Selectmen:

The Town has requested that we provide advice concerning a proposed Conservation Agent Services Intermunicipal Agreement ("the Agreement"), providing for services to Northbridge by the conservation agent of Upton, which we also represent as Town Counsel. In the course of such representation it will be necessary and appropriate for us to consult with Upton regarding the terms of the Agreement, and provide comment in our capacity as Town Counsel for Upton.

Our relationship with Northbridge and Upton creates interests that require disclosure pursuant to the Rules of Professional Conduct of the Massachusetts Bar that require us to obtain the express permission of the Appointing Authority of each town before we can represent another town. The purpose of this letter is to make such disclosure and to request that you determine whether you will permit such representation. In addition, while the State Ethics Commission has determined that Kopelman and Paige, P.C. and its individual attorneys are not "municipal employees" pursuant to the Conflict of Interest Law, we provide this letter to dispel any appearance of a conflict on the firm's behalf in this matter.

MULTIPLE REPRESENTATION DISCLOSURE

The representation of multiple clients is regulated under the Massachusetts Rules of Professional Conduct. The relevant provision, Rule 1.7, states that an attorney may not represent multiple clients if the interests of one client are directly adverse to those of another client, or if his representation of one client may be materially limited by his responsibilities to another client or his own interests. If, however, the attorney reasonably believes that the representation of either client will not be adversely affected, and each of the clients consents after consultation, the attorney may represent the client in such a situation. Where representation of multiple clients in a single matter is undertaken, we are also required to disclose and explain the implications of the common representation and the advantages and risks involved.

KOPELMAN AND PAIGE, P.C.

Hon. Thomas J. Melia and
Members of the Board of Selectmen
Northbridge Town Hall
March 10, 2016
Page 2

In our opinion, our position as Town Counsel to the Town of Upton will not adversely affect the representation we may provide to Northbridge with respect to the Agreement. It is our further opinion that this joint representation provides the advantage of cost effectiveness (i.e., the cost of our time spent on concluding the terms of the Agreement can be split between the communities) and efficiency. The only risk I would note would be in the unlikely event that negotiations or performance of the Agreement breaks down between the parties, to the point where one municipality seeks legal redress from the other. Under these circumstances, Kopelman and Paige, P.C. would likely have to cease representing both Towns with regard to the Agreement. You must consider whether our representation of Upton as described above will be likely to adversely affect our ability to exercise independent professional judgment on behalf of Northbridge.

DETERMINATION

It is our belief that our representation of Upton, for the purposes and under the conditions described in this letter, will not affect the exercise of our independent professional judgment on behalf of Northbridge with regard to the Agreement or any other matter. It is your determination as Appointing Authority, however, as to whether the representation described herein will not impair the integrity of this firm's services to Northbridge.

Accordingly, I request that you, as Appointing Authority, consent to our representation of the Towns of Northbridge and Upton regarding the proposed Agreement. Should you so consent, I ask that you sign the enclosed determination as required by the Rules of Professional Conduct. Please sign the two originals provided, return one copy to this office, and retain one copy for your records.

Thank you for your consideration. Of course, if you have any questions, please do not hesitate to contact me.

Very truly yours,



David J. Doneski

DJD/man
Enc.

550089/NBRI/0001

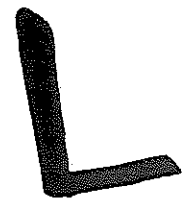
DETERMINATION

It is determined, pursuant to Rule 1.7 of the Massachusetts Rules of Professional Conduct, that the Northbridge Board of Selectmen consents to Kopelman and Paige, P.C. representing the Town of Upton with regard to the Conservation Agent Services Intermunicipal Agreement, as disclosed in a letter to the Board dated March 10, 2016, notwithstanding that Kopelman and Paige, P.C. serves as Town Counsel and represents the Town of Northbridge.

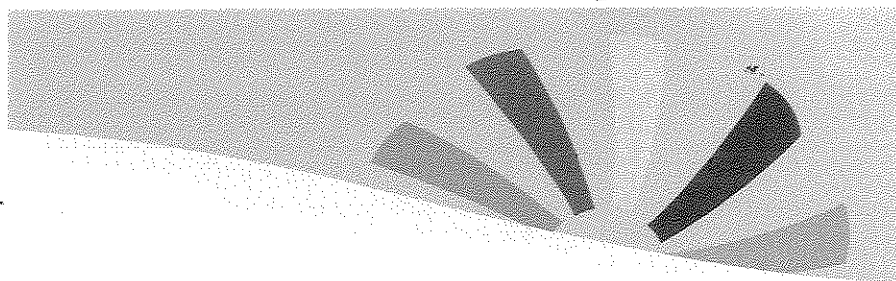
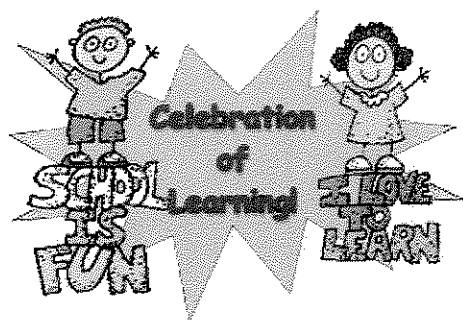
Dated: _____, 2016.

TOWN OF NORTHBRIDGE
By its Board of Selectmen,

TOWN MANAGER'S REPORT – March 14, 2016



1. **Community Reading Program** - Attended the Annual School Reading Program at Northbridge Elementary School. I enjoyed the opportunity to read to the first grade class.
2. **Legislative Breakfast** - Attended the Legislative Breakfast, Friday, March 11, 2016, to learn about some of the topics the Massachusetts Municipal Association will be supporting for the upcoming year. More information will be provided at the Meeting.
3. **Celebration of Learning** - Attended the Celebration of Learning at Northbridge High School. This very successful evening is an opportunity for both teachers and students to show their classroom skills to the general public.
4. **Wal-Mart Sewer Extension** - Met with a representative from the Town of Sutton to review plans to expand the sewer line from Wal-Mart to Sutton. The draft plans have been completed and hopefully a final plan approval will be sometime this summer.
5. **WRTA Bus Program Update** - The WRTA Bus Program continues to sustain or increase ridership. CMRPC is pleased with the outcome of the continued ridership interest in the program.
6. **Philip Vandersea Reception Update** - Attended the Philip Vandersea Reception at the High School on Saturday, March 12, 2016. More information will be provided at the meeting.
7. **Letter of Commendation to Officer Kristina Westbury** - Police Chief Warchol and Town Manager Kozak issued a Letter of Commendation to Officer Westbury for her swift action to provide emergency medical assistance to a 6 month old with an obstructed trachea, possibly saving the infant's life.



Please join us for the 3rd annual Northbridge Public Schools'

***Celebration of Learning: A showcase of our students,
our work, our programs, our curricula and assessments***

Wednesday, March 9, 2016 6:00-8:00PM

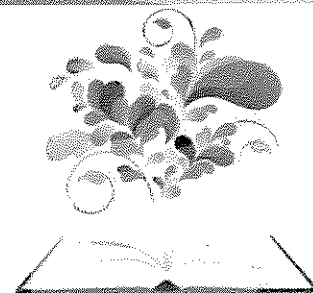
Northbridge High School

- * There will be a presentation at 6:15pm in the Auditorium for the Northbridge Career Academies ~ all are welcome!
- * We will host a Career Fair in the Field House , presented by our families and community members. Students can participate in a career scavenger hunt with their families.
- * Information tables on the iParent and iStudent, Naviance, Instructional Coaching, Common Core, Student Assessments, Title 1 programs, Career Academies
- * Register to vote for upcoming elections
- * Register for preschool, kindergarten
- * Learn about Camp Invention for our summer programs and Springboard for day care options
- * Student performances: Musical groups
- * Elementary student writing projects
- * English Language Arts in Kindergarten
- * Art at NES
- * STEM Explorations at MS
- * Systems Dynamics at NHS
- * Grade 2 research projects
- * Grade 4 Math activities
- * High School Science Fair projects
- * Cultural Connects from World Language Students
- * Career Academy programs
- * PBIS—"Positive Behavior Intervention and Support"
- * School Committee—MSBA and FY17 Budget



Contact Kristen Ferrante at kferrante@nps.org or 508-234-8156 for information.

*Excellence * Accountability * Collaboration
"Every Student, Every Classroom, Every Day."*



Sharon Susienka

L5

TIM Report

From: Jonathan Church <jchurch@cmrpc.org>
Sent: Wednesday, March 02, 2016 10:39 AM
To: gbechtholdt@northbridgemass.org; tkozak@northbridgemass.org; ssusienka@northbridgemass.org
Cc: MaryEllen Blunt; Nick Burnham; Drew Spiliotis; Connie Mellis; Thomas Coyne
Subject: Route A and B Shuttle Ridership - December 2013 to January 2016

Ted, Gary and Sharon,

Enclosed are the WRTA Routes A and B monthly ridership numbers since service began (December 2013-January 2016).

Total Ridership by Passenger Boardings

<i>Month</i>	<i># of Weekdays</i>	<i>Route A</i>	<i>Route B</i>
December 2013	21	68	69
January 2014	21	77	97
February 2014	20	120	129
March 2014	21	218	209
April 2014	22	226	206
May 2014	21	229	269
June 2014	21	264	298
July 2014	22	293	365
August 2014	21	353	339
September 2014	21	363	444
October 2014	23	297	501
November 2014	19	241	370
December 2014	22	261	330
January 2015	20	138	286
February 2015	19	167	231
March 2015	22	255	432
April 2015	22	251	446
May 2015	20	261	347
June 2015	22	285	369
July 2015	23	311	419
August 2015	21	279	307
September 2015	21	285	432
October 2015	22	289	537
November 2015	18	231	563
December 2015	22	307	529
January 2016	19	224	504

Of the two routes, Route B continues to have more riders than Route A. This is likely because Route B provides more hours of service per day than Route A, so between the hours of 9am and 5pm, both Route A and B are providing service along Route 122, Church Street and Main Street. Because Routes A and B provide different destinations (Route A goes to Blackstone Valley Shoppes and Route B to MBTA Station in Grafton and/or the Stop & Shop Plaza in Grafton depending upon the trip), ridership will vary based on times of day and purpose of trip (work, school, shopping, etc.)

Ridership continues to fluctuate at different times of the year on both routes, which follows a similar trend to the fixed route service. For example, ridership peaked on Route B in November 2015 with 563 passenger trips and on Route A was higher in September and October 2014, but dipped in November and December 2014 likely due to holidays and vacation times. Also, you'll note that ridership was higher on both routes in January 2016 compared to January 2015 when last winter's weather was more harsh.

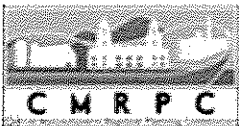
Now that the service has been operating for over two years, we have seen that the service continues to grow ridership, albeit slowly, but at a much higher rate now than in the previous two years. Going forward, we (CMRPC/WRTA) would like to conduct ridership surveys to find origin and destination results, as well as do random passengers counts to determine times of day people are using the shuttles. With this data, we would be better suited to recommended service adjustments, if desired.

Is this information that you would like to continue to receive? If so, would you prefer to receive it on a monthly or quarterly basis? We have not received the February 2016 numbers yet, however we are expecting them within a week and send you an update thereafter. Please let me know if you need anything further or clarified.

Best regards,
Jonathan

Jonathan E. Church, AICP

Transportation Project Manager
Central Massachusetts Regional Planning Commission
2 Washington Square, Union Station, Suite 200
Worcester, MA 01604-4016
phone: (508) 459-3316
fax: (508) 792-6818
jchurch@cmrpc.org



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