

**TOWN OF NORTHBRIDGE  
BOARD OF SELECTMEN'S MEETING  
NORTHBRIDGE TOWN HALL  
7 MAIN STREET - WHITINSVILLE, MA 01588  
August 18, 2014 AT 6:15 P.M.**

**EXECUTIVE SESSION: 6:15 PM**

**PLEDGE OF ALLEGIANCE**

**I. APPROVAL OF MINUTES**

**II. PUBLIC HEARINGS**

**III. APPOINTMENTS:**

- A. 1) Central Mass. Regional Planning Commission: 1) Second Delegate      2) Alternate
- 2) Conservation Commission: Gerald Ouillette, Jr.
- 3) Board of Health: Lani Criasia
- 4) Ad-Hoc Open Space & Recreation Plan Update Committee: Annika Bangma

**IV. CITIZENS' COMMENTS/INPUT**

**V. DECISIONS**

- B. State Primary Election [September 9, 2014] /Vote to sign election warrant
- C. Operation Graduation/Request permission to conduct a Boot Drive at Memorial Square, Saturday, September 20, 2014 from 9:00 AM to 1:00 PM to benefit the Class of 2015.
- D. Northbridge Fire Department members/Requests permission to hold a Boot Drive at Memorial Square, Saturday, August 30, 2014 from 9:00 AM to 12:00 Noon to benefit the Muscular Dystrophy Association
- E. Alternatives /1) Request permission to hold its 30<sup>th</sup> Annual Valley Friendship Tour on Saturday, May 30, 2015 and to close Douglas Road at the start of each race beginning at 8:00 A.M., 9:00 A.M., 10:00 A.M. and 11:00 A.M. 2) Request permission to hang a banner across Church Street from May 17<sup>th</sup> through May 31<sup>st</sup> to advertise their 30<sup>th</sup> Annual Valley Friendship Tour event
- F. MassWorks Church Street Extension Corridor Project/1) Vote to submit MassWorks application 2) Vote to authorize acceptance of MassWorks funding
- G. Fall Annual Town Meeting [October 28, 2014]/Vote to place articles on warrant

**VI. DISCUSSIONS**

- H. Hampshire Power Municipal Energy Aggregation
- I. National Grid Interstate Reliability Project [Electric Transmission Line]/Present: Michael Peterson, National Grid
- J. South Middlesex Opportunity Council: Subordination Agreement/Vote to approve
- K. Northbridge Youth Baseball: Water/Sewer Hookup @ American Legion [Present: Rob Fraser and/or Jim Mulgrew]
- L. Road Projects Update [Present: James Shuris, DPW Director]

**VII. TOWN MANAGER'S REPORT**

- M. 1) Public Workshop (2040 Providence Road /Reuse Plan) Tuesday, August 26, 2014 (7PM –Town Hall)
- 2. Congressman McGovern's visit
- 3. Central Mass Metropolitan Planning Commission – Infrastructure public meeting
- 4. Deane Way Drainage Update
- 5. Town Hall Update
- 6. Central Mass Regional Planning Commission – a) Quarterly meeting update b) CAC [Central Agricultural Coalition] Buy Local Planning Initiative
- 7. Worcester Business Development Plan for Regional Freight Facilities

**VIII. SELECTMEN'S CONCERNS**

**IX. ITEMS FOR FUTURE AGENDA**

**X. CORRESPONDENCE**

**XI. EXECUTIVE SESSION – 6:15 PM**

- N. Under M.G.L. Chapter 30A, S21 #3 – To discuss strategy with respect to contract negotiations

THIS AGENDA IS SUBJECT TO CHANGE



Lawrence B. Adams Executive Director  
Chris J. Ryan Community Development  
Mary Ellen Blunt Transportation  
Janet A. Pierce Regional Services and  
Business Manager  
Howard N. Drobner Commission Chair

A1.

*Celebrating Fifty-one Years of Service - 1963-2014*

TO: Chairperson, Northbridge Board of Selectmen  
FROM: Lawrence B. Adams, Executive Director  
DATE: July 7, 2014

JUL 18 2014

RE: Appointment of the Board of Selectmen's Delegates and Alternate to the Central  
Massachusetts Regional Planning Commission for FY '15

CMRPC's mission is fourfold: (1) addressing growth and development issues that extend beyond community boundaries, (2) maintaining the district's certification for federal transportation improvement funds, (3) providing technical knowledge and resources to assist local government in addressing specific land use, economic or environmental problems resulting from growth or decline, and (4) building strong working relationships with member communities, state and federal officials as well as the area's legislative representatives. Under the new District Local Technical Assistance Program (DLTA), we are increasingly providing assistance for sub-regional cooperation and service delivery. On a community planning level, CMRPC has provided direct technical assistance to more than two dozen communities in addition to the ever present regional initiatives. In addition, we have worked with numerous communities to generate GIS maps and data, develop Open Space Plan, develop Master Plan elements and a long list of other projects. Homeland Security programs for our region are administered through CMRPC. We work to bring millions of dollars in grant funds into our member communities every year.

Delegates and Alternates are a vital link with your planning commission that enables us to deliver support services, to compete for discretionary grant funds, to identify community needs in transportation and land use and to foster sub-regional cooperation through shared services and procurement. Communities with active delegates and alternates fare better in receiving a return on your investment than those who fail to communicate local needs or to link up with our programs. In these financially challenging times, it is critical both for the Commission and for your community to maintain this link.

Representation on the Central Massachusetts Regional Planning Commission (CMRPC) is weighted by population for each community in the district. Your community is entitled to three delegates and one alternate. The first delegate and third delegate are appointed by the Planning Board (one must be a member of the Planning Board and the other need only be a resident of the community). ***The second delegate and the alternate are appointed by the Board of Selectmen or the Town Manager. Your appointees need only to be residents of your community.***



DATE: July 5, 2014

SUBJECT: Naming of Board Selectman Delegate and Alternate for FY '15

TOWN: Northbridge

Please complete this form and return it in the enclosed envelope to the Central Massachusetts Regional Planning Commission. Thank you.

Board of Selectmen Delegate:

Reappoint \_\_\_\_\_ Appoint \_\_\_\_\_

Name \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_ Home

\_\_\_\_\_ Work

E-Mail Address \_\_\_\_\_

Board of Selectmen Alternate:

Reappoint \_\_\_\_\_ Appoint \_\_\_\_\_

Name \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_ Home

\_\_\_\_\_ Work

E-Mail Address \_\_\_\_\_

A2.

TALENT BANK APPLICATION

please return to:

BOARD OF SELECTMEN  
Northbridge Town Hall  
7 Main Street  
Whitinsville, MA 01588

Pursuant to Town bylaw §4-209 (Eligibility for service),  
you must be a registered voter in order to serve.

Date: 07/23/2014

Name Gerald Ouillette Jr.

P. O. Box \_\_\_\_\_

Home Address 33 Providence Lane, Whitinsville, MA 01588

Email Address gerryouillette@charter.net

Telephone 508-234-0786 Cell 508-344-9460

Business \_\_\_\_\_

Address \_\_\_\_\_ Tel. \_\_\_\_\_

Current Occupation/Title Water Dept. Superintendent.

Education Worc. Ind. Tech., Quinsigamond C.C.,  
Becker College

Governmental, Civic & Community Activities \_\_\_\_\_

Charitable & Educational Activities \_\_\_\_\_

Town Committees or Offices \_\_\_\_\_

I am interested in the following Committees: Conservation Commission.

Please indicate whether the applicant and/or any family members are employed by the Town of  
Northbridge. Mother - Brenda Ouillette.

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NAME:

PRECINCT#

TOWN OF NORTHBRIDGE

**COMMITTEE INTEREST** (Indicate Committee preference)

- |                       |                  |
|-----------------------|------------------|
| 1. Conservation Comm. | 4. Zoning Board. |
| 2. Planning Board.    | 5.               |
| 3. School Committee   | 6.               |

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Present Interest or business affiliation (dates, places)

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Experience: Volunteer, social service, business (dates, places)

23 Years of Municipal Water & Sewer.  
Familiar with State & Federal Regs Involving  
Drinking Water

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Special skills and education (be specific)

Proficient in reading site plans with  
expertise in underground utilities —  
water, sewer, drainage.  
Very familiar with Mass DEP. Drinking  
Water Program,

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How experience relates to particular committee interest

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ADDITIONAL COMMENTS:

Mail completed form to:

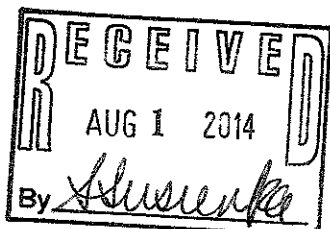
Northbridge Town Hall  
Office of the Town Manager  
7 Main Street  
Whitinsville, MA 01588

8/1/14 } C: BOS  
BOH

TALENT BANK APPLICATION

A3.

please return to:



BOARD OF SELECTMEN  
Northbridge Town Hall  
7 Main Street  
Whitinsville, MA 01588

Pursuant to Town bylaw §4-209 (Eligibility for service),  
you must be a registered voter in order to serve.

Date: 7-31-14

Name Lani CRIASIA

P. O. Box N/A

Home Address 121 FOWLER ROAD

Email Address Lrc@malleyeng.com

Telephone 508 234-0671

Cell 508 864-8733

Business CHARLTON Board of Health + Brookfield BOH 6 Central St

Address 37 Main Street Charlton MA Tel. 508 248-2210 Brookfield

Current Occupation/Title CHARLTON Board of Health Admin Assist  
BROOKFIELD Board of Health Secretary

Education Highschool graduate, CNA, Homehealth aid,  
personal trainer

Governmental, Civic & Community Activities

Charitable & Educational Activities

Town Committees or Offices

I am interested in the following Committees: the Board of Health

Please indicate whether the applicant and/or any family members are employed by the Town of  
Northbridge. NO

Lani R CRIASIA

NAME:

PRECINCT#

TOWN OF NORTHBRIDGE

COMMITTEE INTEREST (Indicate Committee preference)

1. Board of Health

4.

2.

5.

3.

6.

Present Interest or business affiliation (dates, places)

I volunteer with NES and Balmer (in my children's classrooms)

Experience: Volunteer, social service, business (dates, places)

→ Work for 2 Boards of Healths (10+ yrs exp.)

Special skills and education (be specific)

→ working as the BOH admin assist and secretary I feel I have a wide variety of knowledge I could bring to the board and town.

How experience relates to particular committee interest

ADDITIONAL COMMENTS:

Mail completed form to:

Northbridge Town Hall  
Office of the Town Manager  
7 Main Street  
Whitinsville, MA 01588

TALENT BANK APPLICATION

please return to:

BOARD OF SELECTMEN  
Northbridge Town Hall  
7 Main Street  
Whitinsville, MA 01588

8/13/14 } O: BOS  
Open Space

A4.

Pursuant to Town bylaw §4-209 (Eligibility for service),  
you must be a registered voter in order to serve.

Date: August 12, 2014

Name Annika Bangma

P. O. Box ----

Home Address 8 Spring St

Email Address Annika@pscrc.org

Telephone ---- Cell 508-887-6498

Business Pleasant St Christian Reformed Church (30 hrs) // Family Continuity (10 hrs)

Address 25 Cross St // 201 Church St Tel. 508 - 234-5268 // 508 - 234- 4181

Current Occupation/Title Director of Student Ministries // Clinician – Marriage and Family Therapist

Education MS Marriage and Family Therapy (Fuller Theological Seminary, Pasadena, California);

BS Recreation: Youth Leadership & BS Psychology (Calvin College, Grand Rapids, Michigan);

HS Diploma (Whitinsville Christian School)

Governmental, Civic & Community Activities As part of my position at PSCRC I run the "Open Door"  
program at PSCRC's "Student Center" on Mondays, Tuesdays and Thursdays after school for at risk  
community youth (7<sup>th</sup> – 12<sup>th</sup> grade)

Charitable & Educational Activities Whitinsville Christian School Assistant Volleyball Coach; Youth  
Unlimited (Parachurch organization) Event Planning Board – Co-Director of Sports/Recreation Track

Town Committees or Offices ----

I am interested in the following Committees: Open Space and Recreation Programmatic Plan (In future  
may be interested in Open Space Comm, Rec Comm, and/or Historical Comm)

Please indicate whether the applicant and/or any family members are employed by the Town of  
Northbridge. ---



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**NAME:**

**PRECINCT#**

**TOWN OF NORTHBRIDGE**

**COMMITTEE INTEREST** (Indicate Committee preference)

**1. Open Space and Recreation Plan Update 4.**

**2. 5.**

**3. 6.**

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**Present Interest or business affiliation (dates, places)**

Interested in helping to update the town's plan for Open Space and Recreation preservation, protection, expansion and utilization.

→ My educational experience, past volunteering experiences, my current positions in Whitinsville, and my own personal passions have led me to this interest.

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**Experience: Volunteer, social service, business (dates, places)**

-Calvin College: Wrote a programmatic plan for town recreation as well as a mock grant as part of a capstone project.

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**Special skills and education (be specific)**

-BS in Recreation (Calvin College)

-Some minimal experience in Grant Writing

-My father, Len Krygsman, is the Athletic Director at Whitinsville Christian School – therefore, I have grown up with understanding the dynamics of field usage and recreation requirements my entire life.

-My grandfather, pig farmer and lifelong Northbridge resident Herman Oosterman, has instilled in me quite a bit of knowledge about the town of Northbridge, it's history, and it's hidden gems (which must not be covered up!).

-Former Student Member of National Recreation and Parks Association

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**How experience relates to particular committee interest**

-All skills necessary in aiding in the plan update.

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**ADDITIONAL COMMENTS:**

Mail completed form to: Northbridge Town Hall  
Office of the Town Manager  
7 Main Street  
Whitinsville, MA 01588

COMMONWEALTH OF MASSACHUSETTS  
WILLIAM FRANCIS GALVIN  
SECRETARY OF THE COMMONWEALTH

B.

TOWN OF NORTHBRIDGE  
WARRANT FOR STATE PRIMARY  
TUESDAY, SEPTEMBER 9, 2014

WORCESTER, SS.

To the Constables of the TOWN OF NORTHBRIDGE

**GREETINGS:**

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of the Town of Northbridge who are qualified to vote in Primaries to vote at:

Precincts 1, 2, 3, and 4  
Northbridge High School  
427 Linwood Avenue

on TUESDAY, THE NINTH DAY OF SEPTEMBER, 2014, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

SENATOR IN CONGRESS.....	FOR THIS COMMONWEALTH
GOVERNOR.....	FOR THIS COMMONWEALTH
LIEUTENANT GOVERNOR.....	FOR THIS COMMONWEALTH
ATTORNEY GENERAL.....	FOR THIS COMMONWEALTH
SECRETARY OF STATE.....	FOR THIS COMMONWEALTH
TREASURER AND RECEIVER GENERAL.....	FOR THIS COMMONWEALTH
AUDITOR.....	FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS.....	SECOND DISTRICT
COUNCILLOR.....	SEVENTH DISTRICT
SENATOR IN GENERAL COURT (Precincts 1 & 3).....	WORCESTER & NORFOLK DISTRICT
SENATOR IN GENERAL COURT (Precincts 2 & 4).....	SECOND WORCESTER DISTRICT
REPRESENTATIVE IN GENERAL COURT.....	NINTH WORCESTER DISTRICT
DISTRICT ATTORNEY.....	MIDDLE DISTRICT
REGISTER OF PROBATE.....	WORCESTER COUNTY

And you are directed to serve this Warrant by posting attested copies thereof at the Whitinsville Post Office in Whitinsville and Brian's Restaurant in Linwood, in Precinct 1; Office of Polyfoam Corp., Gary's Variety and the Northbridge Post Office in Northbridge, all in Precinct 2; Town Clerk's Office and 1Quickstop in Whitinsville in Precinct 3; and the VFW Hall [875 Hill Street] and Town Hall Annex in Whitinsville in Precinct 4; seven (7) days at least before the time and place of voting aforesaid.

HEREOF FAIL NOT and make return of this Warrant with your doings thereon, to the Town Clerk, at the time and place of said voting.

GIVEN under our hands this 18TH DAY OF AUGUST, 2014.

**SELECTMEN OF NORTHBRIDGE**

Charles Ampagoomian, Jr., Chairman

Thomas J. Melia

James J. Athanas

James R. Marzec

Daniel J. Nolan

WORCESTER, SS  
Northbridge

By virtue of this Warrant, I have this day notified the inhabitants of the Town of Northbridge qualified to vote in Primaries to vote at the time and place and for the purpose stated in Warrant by posting attested copies thereof as within directed.

Date: August 2014

Constable, Town of Northbridge

**Sharon Susienka**

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**From:** swimdiva97 <swimdiva97@charter.net>  
**Sent:** Thursday, August 14, 2014 2:56 PM  
**To:** ssusienka@northbridgemass.org  
**Subject:** Op Grad Boot Drive

C.  
no conflict

Please add us to the agenda for the Selectmens Meeting that will be held on Monday August 18,2014.

Operation Graduation would like to run a boot drive to raise funds for the Senior Class of 2015.

We would like to run the Boot drive on September 20,2014 from  
9:00-1:00pm

Sincerely,  
Denise Foster  
Op-Grad 2015 Chair  
Swimdiva97@charter.net

8/14/14 } cc: Police Dept  
DPW Dir

Sent from my Verizon Wireless 4G LTE smartphone

Bas Agenda  
8/18/14  
D.

935 Hill Street  
Whitinsville, Massachusetts

July 29, 2014

Board of Selectmen  
Town of Northbridge  
7 Main Street  
Whitinsville, Massachusetts

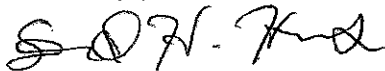
Greetings:

The members of the Northbridge Fire Department request to hold a fund raising "boot drive" at Memorial Square on Saturday, August 30, 2014, from 9:00am to 12:00pm. The funds raised will be donated to the Muscular Dystrophy Association. As you know the MDA funds research into neuromuscular diseases, and also provides services and assistance to those who live with these devastating diseases, including some in our own community.

This event is not sponsored by the firefighters union nor the department itself, but is run independently by the members. I have a copy of the Town's safety policy for these events, and agree to abide by that policy.

Thank you.

Sincerely yours,



David H. Holmes  
508-234-9582



Community Life For People With Disabilities

Real Homes | Real Jobs | Real Relationships

7/17/14 { J. Shuris  
W. Warchol  
your thoughts  
Thx

July 15, 2014

Theodore D. Kozak, Town Manager  
Northbridge Town Hall  
7 Main Street  
Whitinsville, MA 01588

OK  
no conflict  
E.1

Dear Mr. Kozak,

This letter is to request your permission for Alternatives to hold its 30<sup>th</sup> Annual Valley Friendship Tour on Saturday, May 30, 2015. We plan to begin and end all routes at Alternatives' Whitin Mill.

The tour includes: both a 50/25 mile bike ride beginning at 8:00/9:00 AM respectively; both a 10K/5K walk/jog beginning at 9:00/10:00 AM respectively; and the Golden Mile walk beginning at 11:00 AM. Walkers and bikers should be finished with the tour by noon.

I will forward a route map as soon as it is finalized although they will more than likely be the same as previous years. The colored directional signs to mark the routes would be put up throughout Northbridge on Friday, May 29, and taken down on Monday, June 1<sup>st</sup>.

Thank you in advance for your cooperation and support. We hope you will join us! If you have any questions or concerns, please do not hesitate to call.

Sincerely,

Tom Saupé  
Director of Community Outreach

cc: Chief Walter J. Warchol; James Shuris, DPW  
*enclosures*



Community Life For People With Disabilities

E.2.

Real Homes | Real Jobs | Real Relationships

July 15, 2014

JUL 17 2014

Board of Selectmen  
Town of Northbridge  
7 Main Street  
Whitinsville, MA 01588

OK  
"no conflict"

Dear Selectmen,

On Saturday, May 30, 2015, Alternatives will hold its 30<sup>th</sup> Annual Valley Friendship Tour fundraiser. I am writing to request your permission to have a banner advertising the event suspended over Church Street from May 17<sup>th</sup> through ~~June~~ 1, 2015.

May 31,

**Content of the banner is:**

Alternatives' 30<sup>th</sup> Annual Valley Friendship Tour  
May 30<sup>st</sup>, 2015  
(508) 234-6232  
[www.alternativesnet.org](http://www.alternativesnet.org)

Thank you in advance for your consideration. Please feel free to contact me directly at (508) 266-6502 should you have any questions.

Sincerely

Tom Saupe  
Director of Community Outreach

F.

Sharon Susienka

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**From:** Gary Bechtholdt <gbechtholdt@northbridgemass.org>  
**Sent:** Wednesday, August 13, 2014 3:16 PM  
**To:** tkozak@northbridgemass.org  
**Cc:** ssusienka@northbridgemass.org; dgosselin@northbridgemass.org  
**Subject:** BOS agenda -AUG 18 meeting  
**Attachments:** Public Workshop -2040 Providence Road (Reuse Plan).pdf; MassWorks info.pdf  
  
**Importance:** High

Ted:

As noted before, please include (BOS meeting of 8/18) under **DECISIONS:** ✓ Vote to authorize Town Manager/BOS Chairman to submit MassWorks application & authorization same to accept (requested) state funding for project to be known as the Church Street Extension Corridor -attached is a pdf regarding the MassWorks program

Can you also include under **TOWN MANAGER'S REPORT:** ✓ Public Workshop (2040 Providence Road /Reuse Plan) Tuesday, August 26, 2014 (7PM -Town Hall) -attached is a flyer describing the event.

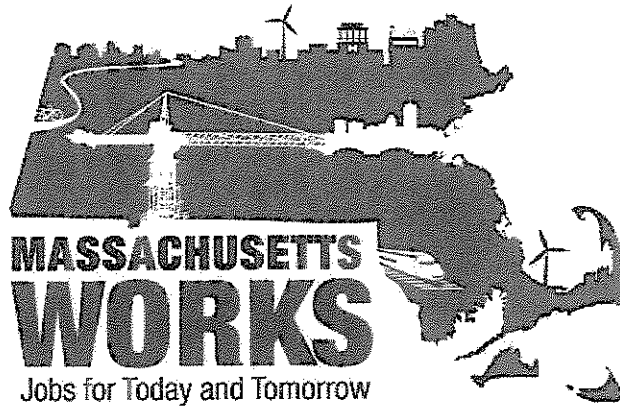
Thanks,

-Gary

R. Gary Bechtholdt II  
Northbridge Town Planner

**COMMUNITY PLANNING & DEVELOPMENT**

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



The Executive Office of Housing and Economic Development is pleased to announce that applications for the 2014 MassWorks Infrastructure Program will be accepted between Monday, August 18th and Friday, August 29th 2014.

**The MassWorks Infrastructure Program** provides a one-stop shop for municipalities and other eligible public entities seeking public infrastructure funding to support economic development and job creation. The Program represents an administrative consolidation of six former grant programs:

- Public Works Economic Development (PWED)
- Community Development Action Grant (CDAG)
- Growth Districts Initiative (GDI) Grant Program
- Massachusetts Opportunity Relocation and Expansion Program (MORE)
- Small Town Rural Assistance Program (STRAP)
- Transit Oriented Development (TOD) Program

The MassWorks Infrastructure Program provides a one-stop shop for municipalities and other eligible public entities seeking public infrastructure funding to support:

- Advance economic development or housing opportunities in Gateway Cities;
- Complement existing centers of development such as city and town center revitalization projects or mill redevelopment opportunities;
- Include a mix of commercial and residential development or contribute to a mix of development within an area (with an emphasis on multi-family or small lot single-family residential development);
- Are consistent with regional land use and development plans; and
- Provide for transportation improvements which enhance roadway safety in small, rural communities.

The MassWorks Infrastructure Program is administered by the Executive Office of Housing and Economic Development, in cooperation with the Department of Transportation and Executive Office for Administration & Finance.

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Text & imagery included above obtained from the Official Website of the Executive Office of Housing and Economic Development (EOHED) <http://www.mass.gov/hed/economic/eohed/pro/infrastructure/massworks/>



G.

**COMMONWEALTH OF MASSACHUSETTS  
WARRANT FOR FALL ANNUAL TOWN MEETING  
TOWN OF NORTHBRIDGE  
TRANSACTION OF TOWN BUSINESS  
TUESDAY, OCTOBER 28, 2014 - 7:00 P.M.**

**DRAFT #1 - 8.14.14**

WORCESTER, ss:

To any Constable of the Town of Northbridge in said County,

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify the Inhabitants of the Town of Northbridge, qualified to vote in Town elections and Town affairs, to meet in the Northbridge Middle School Auditorium on Linwood Avenue, in Whitinsville, in said Northbridge, Massachusetts, on Tuesday, October 28, 2014 at 7:00 o'clock P.M., then and there to act on the following articles:

**ARTICLE 1: (Board of Selectmen)**

To see if the Town will vote to raise and appropriate and/or transfer from available funds the following sums of money and authorize the payment of prior year bills:

or take any other action relative thereto.

**ARTICLE 2: (Board of Selectmen)**

To see if the Town will vote to amend the votes taken under Article 3 of the 2014 Spring Session of the Annual Town Meeting (May 5, 2014), appropriations and transfers under the Omnibus Budget Article, and/or to transfer a sum or sums of money from the undesignated fund balance (free cash) and/or the Health Insurance Stabilization Fund to supplement appropriations under the Omnibus Budget Article as follows:

**BUDGET ADJUSTMENT:**

**EDUCATION:**

Line 20C: Blackstone Regional

By raising and appropriating **the additional sum of** \$ \_\_\_\_\_ for the annual appropriation of the BVRs FY 15 operating budget;

or take any other action relative thereto.

**ARTICLE 3: (Board of Selectmen)**

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money for a Fire Department Ladder Truck; or take any other action relative thereto.

**ARTICLE 4: (Board of Selectmen)**

To see if the Town will vote to allow the Board of Selectmen to enter into an agreement for the purchase of energy supply for the residents of Northbridge; or take any other action relative thereto.

**ARTICLE 5: (Board of Selectmen)**

To see if the Town will vote to raise and appropriate and/or transfer from available funds and/or borrow a sum of money for the purchase of water meters and installation for the Town of Northbridge Water Distribution System; or take any other action relative thereto.

**ARTICLE 6: (Board of Selectmen)**

To see if the Town will vote to approve an Agreement for Payment in Lieu of Taxes (PILOT) pursuant to the provisions of MGL Chapter 59, Section 38H(b), and Chapter 164, Section 1, or any other enabling authority, for a certain sum and a certain term of years, between the Town and the property owner for real property and personal property relating to a Renewable Energy Generation Facility on the land located on Lasell Road known as Oakhurst Farm and shown on Assessors' Map 1, as Parcel 97 [11.19 acres] and Assessors' Map 1, as Parcel 98 [9.40 acres]; or take any other action relative thereto.

**ARTICLE 7: (Board of Selectmen)**

To see if the Town will vote to allow the Board of Selectmen to enter into an Intermunicipal Agreement with Town of Sutton for the expansion of the sanitary sewer on Main Street in Whitinsville; or take any other action relative thereto.

**ARTICLE 8: (Board of Selectmen)**

To see if the Town will vote to accept the provisions of G.L. c. 64L, §2(a) authorizing the imposition of a local excise in the statutory amount of .75% on the sale of restaurant meals originating within the town to take effect January 1, 2015; or take any other action relative thereto.



Central Massachusetts Regional Planning Commission

*Celebrating Fifty-One Years of Service - 1963-2014*

Lawrence B. Adams Executive Director  
Chris Ryan Community Development  
Mary Ellen Blunt Transportation  
Janet Pierce Regional Services and  
Business Manager  
Howard Drobner Commission Chair

BOS Agenda  
8/18/14

H.

Board of Selectmen  
Town of Northbridge  
7 Main Street  
Whitinsville, MA 01588

June 11, 2014

The Hampshire Council of Governments (HCOG) and the Central Massachusetts Regional Planning Commission (CMRPC) are pleased to unveil a new partnership for energy services in the region. Lawrence B. Adams, Executive Director of the CMRPC, and Todd D. Ford, Executive Director of the HCOG, have pledged to work cooperatively to bring more local, affordable, and sustainable energy choices to the region.

A core pillar of the partnership will be to encourage additional CMRPC communities to participate in the HCOG's bulk electricity purchasing program for residents and businesses. It is already the Commonwealth's largest Community Choice Aggregation (CCA).

**Community Choice Aggregation helps your residents and businesses save money and become more informed and involved in electricity purchases. Already eight communities in CMRPC (Barre, Brookfield, East Brookfield, Mendon, New Braintree, North Brookfield, Upton, and West Brookfield) participate in the program, which includes a total of 36 municipalities in all five central and western Massachusetts counties.** The CMRPC is encouraging municipalities to invite the Hampshire Council to discuss the program with their Board of Selectmen or City Council.

CCA is a program in which the participating cities and towns use their combined bulk buying power to seek lower electricity prices for residents and businesses. The program is unique in that the HCOG bundles the purchasing power of multiple communities, to create buying power that drives down prices and protects consumers. The current 36 communities have a combined population greater than the City of Lowell, which recently obtained aggressive pricing through their CCA. This bulk purchasing power will help drive prices even lower.

\* \* \*

The HCOG is the only public entity in Massachusetts that provides communities with a *complete solution* for CCA of electricity for residential, non-profit, and business customers.

The benefits of the HCOG/CMRPC program include:

- **The Largest:** More cities and towns (36) under contract than any other Community Choice agent in Massachusetts.
- **Open to All:** Any city or town in the Commonwealth can join this program.
- **Power in Numbers:** A single procurement for electricity for all participating communities, increases economies of scale for all. The current communities have a total population of 150,000 people.
- **No Cost, No Worries, No Work:** The HCOG does all of the work, without any cost to the cities and towns, to develop a plan, get all state approvals, and administer the program.
- **Local Green Power:** The optional Hampshire Green program is unique in Massachusetts by providing funds to municipalities for renewable energy development and conservation.
- **Trusted:** HCOG and CMRPC are local, trusted, public entities. We work for you, and all excess revenue is reinvested in the region.

If you would like to save money for your residents and businesses, without costs to the town budget, please invite the HCOG to meet with you.

Please feel free to reach the HCOG at 413-584-1300 x-151.

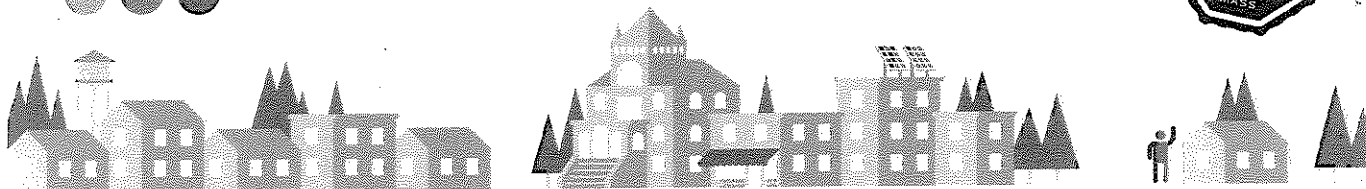
Thank you.

Lawrence B. Adams, Executive Director, CMRPC

Todd Ford, Executive Director, HCOG



HAMPSHIRE COUNCIL  
OF GOVERNMENTS



# WE ARE...

...not your typical governmental entity. We solve problems. We save taxpayer money. We do. We act. We implement. We use regional cooperation to solve shared local challenges and we do so in a financially sustainable manner with an eye on keeping money local, being green, and protecting local control for our communities.

**We are financially self-reliant**  
**We are local and keep our investments local**  
**We are environmentally sustainable**  
**We are creative, innovative, and action-oriented**

## REGIONAL SERVICES

**HAMPSHIRE PURCHASING COOPERATIVE:** We save \$720,000 in taxpayer dollars every year by securing over \$6 million goods and services for schools, cafeterias, non-profits, municipal offices, highway departments and treatment facilities.

**HAMPSHIRE IT:** Hampshire IT has been designed specifically to offer Western Massachusetts the best Information Technology services, with highly competitive rates and features such as unlimited roll-over time and regional discounts on hardware and software.

**REGIONAL ACCOUNTING PROGRAM:** We provide accounting and payroll services to towns and non-profits at regionally discounted rates.

**INTERIM TOWN ADMINISTRATION AND GRANT WRITING:** We assist communities with interim professional town administration. We write grants on behalf of member communities and have been successful in securing funding for fire trucks and other equipment.

**MASS IN MOTION:** In partnership with the towns of Amherst, Belchertown, Northampton, and Williamsburg, we have secured a five year grant to support policy and environmental change to reduce obesity, improve nutrition, and promote active living.



## SUSTAINABILITY SERVICES:

**SOLAR RENEWABLE ENERGY CREDIT (SREC) AGGREGATION:** We broker SRECs, keeping solar money local and providing local photovoltaic system owners top dollar for their credits. We currently act as a broker for 118 solar installations and more come in every day.

**MUNICIPAL SOLAR PROGRAM:** We are linking Western Massachusetts communities with a fully vetted, local solar vendor who will provide the best possible solar installation arrangement without all the hassle of an RFP or legal vetting. Let us do the work; your community can enjoy the great solar deal from someone you can trust.

**GREEN COMMUNITY SUPPORT:** We assisted the town of Middlefield become a "Green Community" and we are also working with the Towns of Chesterfield, Huntington, Plainfield and Williamsburg.

**SUSTAINABILITY & GREEN ENERGY CONSULTING:** We are providing energy-related procurement and planning services for communities. We are assisting the Towns of Middlefield and Granby with bid specification and procurement guidance for their Green Community grant implementation efforts.

## TOBACCO FREE COMMUNITY PARTNERSHIP FOR HAMPSHIRE AND FRANKLIN COUNTIES

We are working to "Make Smoking History" in Hampshire and Franklin Counties. We serve as a free resource for educators, municipal leaders, property owners, youth, families, legislators, local business & organizations that need assistance with tobacco intervention efforts.

## ELECTRICITY SERVICES

**FIXED RATE PRODUCT:** We broker electricity supply contracts for municipalities, businesses, nonprofit and public agencies. Electricity prices are at historically low levels, so lock in now.

**HAMPSHIRE POWER: Real Time Product:** We offer money-saving Real-Time electricity pricing to over 100 customers and they have saved \$1.1 million as compared to the utility default service price since the program started.

**MUNICIPAL AGGREGATION:** We've banded together 26 communities' residential and commercial electricity users through the collective bidding process, saving them at least \$6.4 million annually.

**HAMPSHIRE GREEN: An Optional Program for Municipal Aggregation Customers:** Our municipal aggregation customers will have an opportunity to invest in the green energy infrastructure through our 'green energy option'

## HAMPSHIRE COUNTY GROUP INSURANCE TRUST

As Trustees of one of the best health insurance programs in the Commonwealth, we provide the highest possible level of Health Insurance benefits at the lowest consistent price to over 8,500 people. The trust has successfully kept rates flat for three years running and values prevention, wellness, and early detection.

## RSVP OF HAMPSHIRE AND FRANKLIN COUNTIES

We link volunteers with opportunities to serve in our communities. Since 1973, RSVP has worked with volunteers and organizations to meet the community's most pressing needs. Each year RSVP volunteers contribute more than 125,000 service hours, representing a donation of over \$3.2 million to our local economy.



## COMMUNITY ADVOCACY

**HAMPSHIRE REGIONAL TOURISM COUNCIL:** We represent the broad interests of our communities and support the county's tourism industry.

**LEGISLATIVE AGENDA:** We serve as a legislative liaison for our member communities.

**REGIONAL GRANTS:** We secure regional grants on behalf of our member communities.

**HAMPSHIRE COUNTY SELECTMEN'S ASSOCIATION:** We support the HCSEA and support their efforts to increase regional cooperation and problem solving.

**HAMPSHIRE COUNCIL OF GOVERNMENTS CIVIC SCHOLARSHIP:** We award 4 scholarships of \$500 each to high school students who excel at civic involvement.



Hampshire Council of Governments  
99 Main Street  
Northampton, MA 01060  
(413) 584-1300



# DAILY HAMPSHIRE GAZETTE

## EDITORIAL: POWER IN NUMBERS

Wednesday, October 17, 2012



**Customers of National Grid or the Western Massachusetts Electric Co.** pay these utilities to bring electricity to their homes and businesses. Few may realize it, but consumers can choose sources for the power they use. It doesn't have to be generated by those companies.

As the staff of the Hampshire Council of Governments knows, choice — and strength in numbers — can add up to real savings on electricity. It is past time for people in the Valley to secure those gains, easing family and commercial budgets and spurring economic development.

In a guest column on this page, state Sen. Stanley Rosenberg, D-Amherst, praises the emergence of what he terms "the Massachusetts electricity revolution."

We hope people wake up to the bugle call of this uprising and join in.

Last week, Northampton became the latest municipality to join with most Hampshire County towns and cities in a project to secure lower-cost electricity for residents and businesses.

The Council of Governments holds agreements with more than two dozen communities to bargain on behalf of residents and businesses in what is known as "municipal aggregation."

That simply means the COG is creating a large single customer base by gathering participants from different communities. It plans to use this market clout to engage in bulk purchases of electrical power at lower rates.

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### WE HOPE PEOPLE WAKE UP TO THE BUGLE CALL OF THIS UPRISING AND JOIN IN

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Study your electricity bill and you'll see that it lists costs for supply and delivery separately. The utilities continue to deliver the power and handle customer service such as responding to power failures and handling billing.

The project needs to win approval from the state Department of Public Utilities, which received a

*Continued on next page...*



HAMPSHIRE COUNCIL  
OF GOVERNMENTS

[WWW.HAMPSHIRECOG.ORG](http://WWW.HAMPSHIRECOG.ORG)

J.

35 Cross Place and 75-85 Church Avenue, Northbridge, Massachusetts

# SUBORDINATION AGREEMENT

The **TOWN OF NORTHBRIDGE**, a Massachusetts municipal corporation (the "Town"), present holder of a Housing Development Support Program Mortgage, Security Agreement and Conditional Assignment of Leases, Rents and Contracts (the "Mortgage") from **SOUTH MIDDLESEX NON-PROFIT HOUSING CORPORATION** (the "SMNPHC"), dated October 22, 1993 and recorded with the Worcester District (South) Registry of Deeds (the "Registry") in Book 15934, Page 76 (the "Subordinated Mortgage") encumbering that certain property known and numbered as 35 Cross Place and 75-85 Church Avenue, Northbridge, Massachusetts (the "Premises"), for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, hereby subordinate the Subordinated Mortgage and the obligations secured thereby to a mortgage covering the Premises given by the SMNPHC to **SOUTHBRIDGE SAVINGS BANK** (hereinafter "Southbridge") dated \_\_\_\_\_ (the "Southbridge Mortgage") to be recorded with said Registry herewith, to the same extent as if the Southbridge Mortgage had been executed and recorded before the execution and recording of the Subordinated Mortgage.

IN WITNESS WHEREOF, the said Town of Northbridge, South Middlesex Non-Profit Housing Corporation and Southbridge Savings Bank have caused their corporate seals to be hereto affixed and these presents to be signed, acknowledged and delivered in their name and behalf by the undersigned signatory, duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 2014.

## TOWN OF NORTHBRIDGE

By: \_\_\_\_\_  
Name: Charles Ampagoomian, Jr.  
Its: Chairman, Board of Selectmen

By: \_\_\_\_\_  
Name: James Athanas  
Its: Clerk, Board of Selectmen

By: \_\_\_\_\_  
Name: Thomas J. Melia  
Its: Vice Chairman, Board of Selectmen

By: \_\_\_\_\_  
Name: James R. Marzec  
Its: Selectman

By: \_\_\_\_\_  
Name: Daniel Nolan  
Its: Selectman

## THE COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_\_ day of \_\_\_\_\_ 2014, before me, the undersigned notary public, personally appeared the above majority of the **Town of Northbridge Board of Selectmen**, each proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that each signed it voluntarily for its stated purpose.

(official seal)

\_\_\_\_\_  
Notary Public

My commission expires:

**SOUTHBRIDGE SAVINGS BANK**

**SOUTH MIDDLESEX NON-  
PROFIT HOUSING CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: James T. Cuddy  
Its: Executive Director

**THE COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ 2014, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that s/he signed it voluntarily for its stated purpose as \_\_\_\_\_ of **Southbridge Savings Bank**.

*(official seal)*

\_\_\_\_\_  
Notary Public

My commission expires:

**THE COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ 2014, before me, the undersigned notary public, personally appeared **James T. Cuddy**, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he signed it voluntarily for its stated purpose as **Executive Director of South Middlesex Non-Profit Housing Corporation**.

*(official seal)*

\_\_\_\_\_  
Notary Public

My commission expires:



Bk: 44321 Pg: 35

Page: 1 of 2 05/28/2009 02:08 PM WD

## SUBORDINATION AGREEMENT

The **TOWN OF NORTHBRIDGE**, a Massachusetts municipal corporation (the "Town"), present holder of a Housing Development Support Program Mortgage, Security Agreement and Conditional Assignment of Leases, Rents and Contracts (the "Mortgage") from **SOUTH MIDDLESEX NON-PROFIT HOUSING CORPORATION** (the "SMNPHC"), dated October 22, 1993 and recorded with the Worcester District (South) Registry of Deeds (the "Registry") in Book 15934, Page 76 (the "Subordinated Mortgage") encumbering that certain property known and numbered as 35 Cross Street and 75-85 Church Street, Northbridge, Massachusetts (the "Premises"), for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, hereby subordinate the Subordinated Mortgage and the obligations secured thereby to a mortgage covering the Premises given by the SMNPHC to **SOUTHBRIDGE SAVINGS BANK** (hereinafter "Southbridge") dated May 28, 2009 (the "Southbridge Mortgage") to be recorded with said Registry herewith, to the same extent as if the Southbridge Mortgage had been executed and recorded before the execution and recording of the Subordinated Mortgage.

IN WITNESS WHEREOF, the said Town of Northbridge, South Middlesex Non-Profit Housing Corporation and Southbridge Savings Bank have caused their corporate seals to be hereto affixed and these presents to be signed, acknowledged and delivered in their name and behalf by the undersigned signatory, duly authorized, this 18<sup>th</sup> day of May, 2009.

## TOWN OF NORTHBRIDGE

By: [Signature]  
Name: Joseph V. Montecalvo  
Its: Chairman, Board of Selectmen

By: [Signature]  
Name: Charles Ampagoomian, Jr.,  
Its: Vice Chairman, Board of Selectmen

By: [Signature]  
Name: Thomas J. Melja  
Its: Selectman

By: [Signature]  
Name: Daniel J. Nolan  
Its: Clerk, Board of Selectmen

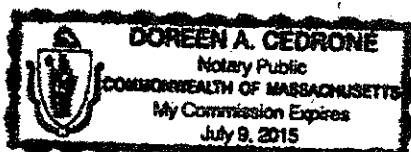
By: [Signature]  
Name: James R. Marzec  
Its: Selectman

## THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 18<sup>th</sup> day of MAY, 2009, before me, the undersigned notary public, personally appeared the above majority of the **Town of Northbridge Board of Selectmen**, each proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that each signed it voluntarily for its stated purpose.

(official seal)



[Signature]  
Notary Public

Title Reference No.:

Return to: Robert R. Kimball, Esq.

Fletcher, Tilton &amp; Whipple, P.C.

370 Main Street, Worcester, MA 01608

(Client Files\REA\192752\0305\F0530093.DOC;1)

[Handwritten mark]



My commission expires:

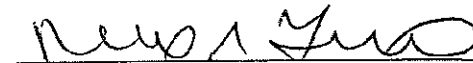
SOUTHBIDGE SAVINGS BANK

SOUTH MIDDLESEX NON-  
PROFIT HOUSING CORPORATIONBy: Name: Richard A. CrenshawIts: Vice PresidentBy: Name: James T. CuddyIts: Executive Director

## THE COMMONWEALTH OF MASSACHUSETTS

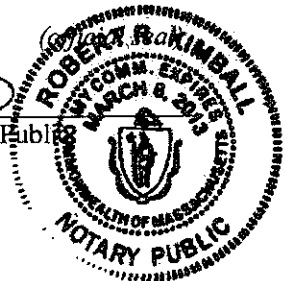
Worcester, ss.

On this 28<sup>th</sup> day of May, 2009, before me, the undersigned notary public, personally appeared Richard A. Crenshaw, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that s/he signed it voluntarily for its stated purpose as Vice President of Southbridge Savings Bank.



Notary Public

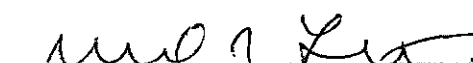
My commission expires:



## THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

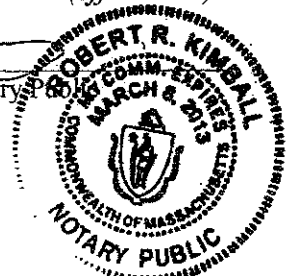
On this 28<sup>th</sup> day of May, 2009, before me, the undersigned notary public, personally appeared James T. Cuddy, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he signed it voluntarily for its stated purpose as Executive Director of South Middlesex Non-Profit Housing Corporation.



Notary Public

My commission expires:

(official seal)



*Subordination*  
*B. 18038*  
*P. 214*

*Northbridge: Cross St.; Church St.; Beanes Lane; Providence Rd.*

**HOUSING DEVELOPMENT SUPPORT PROGRAM**  
**MORTGAGE, SECURITY AGREEMENT AND**  
**CONDITIONAL ASSIGNMENT OF LEASES, RENTS AND CONTRACTS**

This mortgage is made this 22<sup>nd</sup> day of October, 1993, by and between South Middlesex Non-Profit Housing Corporation, a Massachusetts not-for-profit corporation with a mailing address at 354 Waverly Street, Framingham, MA 01701 as Borrower and the Town of Northbridge, with a mailing address at Memorial Town Hall, Whitinsville, MA 01588 as Lender.

**ARTICLE I. DEFINITIONS**

**Loan:** The loan of \$500,000 to the Borrower from the Lender pursuant to the Loan Agreement.

**Loan Agreement:** The agreement by and between the Lender and Borrower setting forth the terms and conditions of the Loan.

**Loan Documents:** The Note, the Loan Agreement, this Mortgage, all other documents executed in connection with the Loan, and the Affordable Housing Restriction granted by Borrower to the Commonwealth of Massachusetts, acting by and through the Executive Office of Communities and Development ("EOCD").

**Lender:** The Lender named herein and any subsequent holder of this Mortgage.

**Borrower:** The Borrower named herein and its successors in title.

**Note:** The promissory note of the Borrower in the amount of \$500,000 payable to the order of the Lender.

**Permitted Encumbrances:** The liens and encumbrances set forth in Exhibit B hereto.

**Project:** The Project as defined in Section 3 of the Loan Agreement.

**Property:** The mortgaged property as defined in Article II hereof.

**Senior Lenders:** The lenders set forth in Exhibit C hereto holding mortgages senior to this Mortgage.

**ARTICLE II. GRANTING CLAUSE**

The Borrower hereby irrevocably grants, mortgages, transfers and assigns to the Lender, with MORTGAGE COVENANTS, all the following property:

*HCD: B & D*

93 DEC 31 AM 11:56

The parcel or parcels of land together with any improvements now or hereafter situated thereon, all as described in Exhibit A attached hereto and incorporated herein. Together with all buildings and structures and fixtures owned by the Borrower erected or placed on such parcel or parcels or now or hereafter attached to or used in connection therewith, including without limitation to the extent such constitute fixtures, all pipes, lines, conduits and other facilities for public or private utilities or services, all elevators, screens, doors, awnings, blinds, shades, gas and electric fixtures, all heating, lighting, refrigerating, plumbing, ventilating, air conditioning and sprinkling equipment and all other items of whatsoever kind and nature reasonably necessary to the continued use and operation of the Property. Together with all personal property owned by the Borrower and located on the Property. Together with the entire interest of the Borrower in and to all and singular the tenements, hereditaments, easements, rights-of-way, rights, privileges and appurtenances to the Property, belonging or in any way appertaining thereto, and all rights, title and interest of the Borrower in and to any streets, ways or alleys adjoining the Property or any part thereof. Together with all proceeds paid for any damage to the Property or any part thereof, or for any portion thereof appropriated for any character of public or quasi-public use in accordance with the provisions, terms and conditions hereinafter set forth. Together with all of the rents, issues, benefits and profits of the Property as provided herein and all of the records and books of account now or hereafter maintained by the Borrower in connection with the operation thereof.

SUBJECT, HOWEVER, to the Permitted Encumbrances.

This conveyance is made for the purpose of securing:

(1) Performance of all obligations of the Borrower under the terms of the Note and all amendments, modifications or restatements thereof or substitutions therefor, including payment of all amounts due pursuant thereto.

(2) Performance of each and every obligation of the Borrower contained in this Mortgage and payment of all sums due hereunder.

(3) Performance of the obligations of the Borrower under all other Loan Documents.

ARTICLE III. COVENANTS AND WARRANTIES

The Borrower covenants, warrants and agrees as follows:

3.1 The Borrower has good record and marketable title to the Property in fee simple, free and clear of all liens and encumbrances except for the Permitted Encumbrances, and has the right to encumber the Property with the Lien created by this instrument, which lien is subject only to the Permitted Encumbrances. The Borrower will defend the title hereto in any action affecting the rights of the Lender hereunder and pay all costs of any such action (including, but not limited to, attorneys' fees), whether or not such action (i) progresses to judgment, or (ii) is brought by or against the Lender.

3.2 The Borrower shall perform and observe all of the terms and conditions of the Loan Documents and the loan documents of the Senior Lenders, including the obligation to make any payments as required therein.

3.3 The Borrower shall pay or cause to be paid prior to the time when interest or penalties would accrue thereon all taxes, water, sewer and other utility charges, and all other charges or assessments relating to the Property or the materials stored thereon or therein and other charges and encumbrances which are or may become a lien on the Property.

3.4 The Borrower shall keep the Property in good order, repair and condition, and will not permit, commit or suffer any waste, impairment, deterioration or environmental contamination of the Property or any part thereof.

3.5 The Borrower represents and warrants to the Lender that, to the best of Borrower's knowledge based solely upon reports prepared for each Property by Lycott Environmental Research, Inc. dated September 27, 1993, no oil, asbestos, urea formaldehyde foam insulation, nor any other hazardous material, hazardous waste or hazardous substance (hereinafter collectively called "hazardous substances"), as those terms are defined by any applicable law, rule or regulation including without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c.21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c.21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901 et seq., has been or is being generated, stored, released or disposed of on, under of from the Property; the Borrower shall not release or permit any release or threat of release of any hazardous substances on the Property, nor generate or permit any hazardous substances to be generated on the Property; nor store or permit any hazardous substances to be stored on the Property (unless such substance is

customarily used in connection with construction or operation of a housing development and either a permit is issued therefor or such storage is allowed by applicable law); and the Borrower shall provide the Lender with prompt written notice: (a) upon the Borrower's becoming aware of any release or threat of release of any hazardous substance upon, under or from the Property; (b) upon the Borrower's receipt of any notice from any federal, state, municipal or other governmental agency or authority in connection with any hazardous substance located upon or under the Property, or emanating from the Property; and (c) upon the Borrower's obtaining knowledge of the incurring of any expense by any governmental authority in connection with the assessment, containment or removal of any hazardous substances located upon or under the Property or emanating from the Property.

3.6 The Borrower shall promptly repair, restore, rebuild, replace or alter as necessary any portion of the Property which may be damaged or destroyed by fire or other casualty, or taken by condemnation, as nearly as possible to the condition such improvements were in prior to such damage, destruction or taking, subject to the provisions of Articles V and VI of this Mortgage. The Borrower shall give the Lender notice of any damage to the Property within five (5) business days of any such occurrence.

3.7 The Borrower shall comply with and observe its obligations as landlord under leases affecting the Property or any part thereof. The Borrower hereby assigns to the Lender as additional security, conditional upon default and subject to the Borrower's prior assignment to the Senior Lenders, any and all leases for living units on the Property, whether now existing or hereafter created, including, without limitation, all rents, royalties, issues and profits of the Property from time to time accruing; and does agree that after a default hereunder beyond applicable grace periods and while such default continues, the Lender may, subject to the rights of the Senior Lenders, modify and otherwise deal with all such leases or subleases with the same power and discretion which the Lender would have if the Lender were the owner of the Property free from any trust; and, in the event of default containing beyond applicable grace periods, the Lender shall also have the power, subject to the rights of the Senior Lenders, to make, execute and deliver new leases of all and any portion of the Property in the name of the Borrower, or in the name of any person or persons claiming under the Borrower on such terms and conditions as the Lender may in its reasonable judgment deem proper.

3.8 The Borrower hereby assigns to Lender, subject to the rights of Senior Lenders, all of the Borrower's right, title and interest in all contracts, licenses, permits and financing commitments acquired by the Borrower (the "Contracts") in connection with the completion of the Project. The Borrower hereby agrees to perform in a timely manner all its obligations

under the Contracts and to permit no default on its part to exist thereunder. So long as no default shall exist under the Loan Documents, the Borrower shall have the rights as the holder thereof in and with respect to the Contracts as may be lawfully permitted. Immediately upon the occurrence of any default under any of the Loan Documents which default shall not have been cured within the applicable grace period, if any, the rights described in the preceding sentence shall cease, and in such event the Lender is hereby expressly and irrevocably authorized, but not required, to exercise every right, option, power or authority inuring to the Borrower under any one or more of the Contracts as fully as the Borrower could itself. Further, and without limitation of the foregoing remedies, upon the occurrence of any such default, the Lender shall have the rights and remedies of a secured party under the Uniform Commercial Code, as enacted in Massachusetts, with respect to each and every Contract in which a security interest may be obtained.

#### ARTICLE IV. INSURANCE

4.1 The Borrower will at all times (a) keep the Property insured, for the mutual benefit of the Borrower and the Lender, as their respective interests may appear, in amounts not less than 100% of the full replacement cost of the Property, against loss or damage by (i) fire, (ii) such other risks and hazardous as now are or hereafter may be insured under standard "Extended Coverage" forms or endorsements, and (iii) such other risks of damage as the Lender shall from time to time require; (b) maintain comprehensive general liability insurance against all claims for bodily injury, death or property damage occurring upon, or in about the Property, such insurance to afford protection to such limits as the Lender may reasonably require; and (c) with respect to any construction undertaken at the Property, obtain builder's risk insurance (100% completed value non-reporting form) in amount satisfactory to the Lender, but never at any time less than full replacement value of the construction.

4.2 All insurance shall be evidenced by valid and enforceable policies in form and substance, and issued by such insurers, as are approved by the Lender. All policies of casualty insurance shall contain a standard non-contributory form of mortgage clause satisfactory to the Lender, which clause shall name the Lender as loss payee as its interest may appear and provide that such policies may not be canceled or amended without at least twenty (20) days' prior written notice to the Lender. Upon default, the Lender may act either in its name or as attorney for the Borrower (for that purpose by these presents duly authorized and appointed with full power of substitution and revocation) in obtaining, adjusting, settling, and canceling such insurance and endorsing any drafts in payment of any loss.

ARTICLE V. DAMAGE BY FIRE OR OTHER CASUALTY

If by reason of any damage or destruction to the Property, any sums are paid under and insurance policy mentioned in or contemplated by Article IV hereof, such proceeds shall, subject to the rights of Senior Lenders, be paid to the Lender alone, as its interest may appear, to be applied toward reimbursement of all costs and expenses of the Lender in collecting such proceeds, and, at the option of the Lender, either toward payment of the indebtedness secured hereby or any portion thereof, whether or not due and payable, or to the repair, restoration, rebuilding or replacement of that part of the Property so damaged or destroyed; provided, however, if all Senior Lenders determine to apply available insurance proceeds to reconstruction of the Property, the Lender shall consent to such application.

ARTICLE VI. CONDEMNATION

The Borrower hereby assigns, transfers and sets over to the Lender, subject to prior assignment to the Senior Lenders, all rights of the Borrower to any award or payment in respect of (i) any taking of all or a portion of the Property as a result of, or by agreement in anticipation of, the exercise of the right of condemnation or eminent domain and (ii) any damage to the property due to governmental action, but not resulting in a taking of any portion of the Property. The Borrower hereby agrees to file and prosecute its claim or claims for any such award or payment in good faith and with due diligence and cause the same to be collected and paid over to the Lender, and hereby irrevocable authorizes and empowers the Lender, if the Borrower does not so prosecute its claim, in the name of the Borrower or otherwise, to collect and receive any such award or payment and to file and prosecute such claims. All proceeds received by the Lender with respect to such taking or damage shall be applied in the Lender's discretion and in such order as the Lender shall determine; provided, however, if any Senior Lender determines to apply available proceeds to reconstruction of Property, The lender shall Consent to such application.

ARTICLE VII. DEFAULT PROVISIONS

The happening and continuance, for the period (if any) hereinafter indicated, of any of the following events shall constitute an Event of Default hereunder:

7.1 Failure of the Borrower to pay any amount due under or with respect to the Note when due thereunder or failure of the Borrower to pay real estate taxes, utility charges or insurance premiums as required by Section 3.3 and Article IV hereof and the continuation of such failure for ten (10) days after the date such payment is due.

7.2 Failure of Borrower to perform any of its obligations, covenants, or agreements contained in this Mortgage (other than as described in Section 7.1) and the continuance of such failure for thirty (30) days after written notice thereof from the Lender to the Borrower; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Borrower shall have such additional reasonable period of time to cure such default as may be necessary provided the Borrower shall have commenced to cure such default with said thirty day period, such cure shall have been diligently prosecuted by the Borrower thereafter to completion, and the Lender does not reasonable deem this Mortgage jeopardized by such further delay.

7.3 the occurrence of a default under any other Loan Document.

ARTICLE VIII. RIGHTS AND REMEDIES OF THE MORTGAGEE

8.1 Upon the occurrence of any Event of Default hereunder, the Lender, at its option, without presentment, demand, protest or notice of any kind, may declare the indebtedness evidenced by the Note and secured by this Mortgage immediately due and payable.

8.2 Upon the occurrence of Event of Default hereunder the Lender, at its option but without obligation to do so, without notice to or demand on the Borrower and without releasing the Borrower from any liability under the Loan Documents, may make any payment or perform any act which the Borrower is obligated to pay or do under the terms of this Mortgage past due, including the payment of any amount and performance of any defaulted obligation of Borrower under the loan documents of any Senior Lender.

All amounts expended hereunder shall, without notice or demand, be immediately due and payable to the Lender by the Borrower with interest thereon, to the extent permitted by law, at the rate of eighteen percent (18%) per annum, and shall be secured hereby.

The curing by the Borrower of any default under the loan documents of a Senior Lender as aforesaid shall not constitute the curing of the default hereunder which occurred by virtue to the default under the loan documents of such Senior Lender.

8.3 Upon the occurrence of any Event of Default hereunder, the Lender at its option, without notice, within any liability to the Lender, and without regard to the adequacy of the security for the Loan, may, to the extent permitted by law:



8.3.1 Enter upon and take possession of the Property (with or without bringing any action or proceeding in court); or

8.3.2 Demand or receive payment of all rents, benefits and profits of the Property, including those past due and unpaid (whether or not the Lender has taken possession of the Property); or

8.3.3 Have a receiver immediately appointed for the Property and the earnings, revenues, rents, issues, profits and other income thereof and therefrom, with all such powers as the court making such appointment shall confer.

8.4 If the Lender enters upon and takes possession of the Property as provided in Section 8.3, the Lender may operate and manage the Property and perform any act which the Lender, in its sole discretion, deems necessary for desirable to protect and preserve the rentability, increase the income, or conserve the value of the Property. The Lender shall have no liability for any action or inaction while in possession of the Property so long as such action or inaction is taken or refrained from being taken in good faith and in the absence of gross negligence.

8.5 Upon the occurrence of any Event of Default hereunder:

8.5.1 The Lender may, if and to the extent and in the manner permitted by law, itself, or by such agents and attorneys as it may appoint, with or without entry or taking possession, sell the Property as an entirety or in such separate lots, units or parcels as the Lender may determine, at public or private sale and, except as otherwise provided bylaw, at such time or times, upon such terms (including credit, whether secured or unsecured) and upon such notice (by publication or otherwise), if any, as the Lender in its discretion may determine.

8.5.2. The Lender is irrevocably appointed the agent and attorney-in-fact of the Borrower in its name and stead and on its behalf, for the purpose of effectuating any sale for the enforcement of this Mortgage, whether under the power of sale hereby given or pursuant to judicial proceedings or otherwise, to execute and deliver all such deeds, conveyances, bills of sale, assignments, transfers and other instruments as the Lender may consider necessary or appropriate, and to substitute one of more persons with like power, the Borrower hereby ratifying and confirming all that the Lender, or such substitute or substitutes, shall lawfully do by virtue thereof.

8.5.3 This Mortgage is upon the STATUTORY CONDITION and upon the occurrence of any Event of Default hereunder the Lender shall have the STATUTORY POWER OF SALE.

8.6 No remedy herein conferred upon the Lender shall be exclusive of any other remedy herein or by law provided or permitted, but such shall be cumulative and in addition to every other remedy given herein or now or hereafter existing at law.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 Without affecting the liability of the Borrower, or any other person (except any person expressly released in writing) for the performance of any obligations set forth in the Loan Documents and without affecting the lien or other rights of the Lender with respect to any property or other security not expressly released in writing, the Lender at any time, and from time to time, wither before or after maturity of the Note, and without notice or consent, may:

9.1.1 Make any agreement extending the time, or otherwise altering the terms of payment of the amounts due under the Note, or modifying or waiving any obligation, or subordinating, modifying or other wise dealing with the lien securing payment of the Note:

9.1.2 Exercise or refrain from exercising, or waive any right the Lender may have:

9.1.3 Accept additional security of any kind:

9.1.4 Release or otherwise deal with any property, real or personal, securing the Loan, including all or any part of the Property.

9.2 In the event the Borrower conveys its interest in the Property to parties not appearing in this instrument (without implying any right of the Borrower to do so without the Lender's consent), the Lender may, without notice to the Borrower, deal with such successor or successors in interest with reference to this Mortgage and the Note secured hereby, whether by way of forbearance on the part of the Borrower or extension of the time of payment of the debt or any sum hereby secured, without in any way modifying or affecting the conveyance under this Mortgage or the original liability of the Borrower or any other party on the Note secured hereby, either in whole or in part.

9.3 In case any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.

9.4 All notices, requests, demands, consents or other communications given hereunder or in connection herewith shall be in writing and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, postage prepaid, addresses to the party to receive such notice at its address first set forth above. Either party may, by notice given as aforesaid, change its address for all subsequent notices. Notices shall be deemed given when mailed as aforesaid.

9.5 This instrument shall insure to the benefit of and bind the successor and assigns of the parties hereto. This Mortgage may not be waived, changed or discharged orally, but only by an agreement in writing signed by the party against whom any waiver, change or discharge is sought.

9.6 It is understood and agreed that the validity, construction and interpretation of this Mortgage will be in accordance with the laws of The Commonwealth of Massachusetts.

Witness our hand and seals this 22<sup>nd</sup> day of October 1993.

SOUTH MIDDLESEX NON-PROFIT  
HOUSING CORPORATION

By: [Signature]  
(Name)  
Its Exec. Dir.  
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

County of Wardens, SS.,

October 22, 1993

Then personally appeared the above-named James T. Cuddy,  
the Executive Director of South Middlesex Non-Profit Housing  
Corporation and acknowledged the foregoing instrument to be his  
or her free act and deed and the free act and deed of South  
Middlesex Non-Profit Housing Corporation, before me.

James M. Masernio  
Notary Public  
My Commission Expires: 2/3/2000

Exhibit A - Property Description  
Exhibit B - Permitted Encumbrances  
Exhibit C - Senior Lenders

## EXHIBIT A

Parcels of land, with the buildings and improvements thereon, located in Northbridge, Worcester County, Massachusetts, bounded and described as follows:

**Parcel One:** 42-44 Beane Lane, 90-96 Church Street

Beginning at the intersection of Church Street and Beane Lane

Thence S 49°24'18" E by said Church Street 107.50 feet to a brass pin at land now or formerly of Owen J. and Jeanette Ward

Thence S 19°10'27" W by said Ward land 154.02 feet

Thence S 19°09'18" W by said Ward land 20.52 feet to land now or formerly of Frederick and Karole Grandinetti

Thence N 49°16'47" W by said Grandinetti land, and by land now or formerly of Albert E. and Joan A. Gautreau 202.60 feet to Beane Lane

Thence N 69°07'16" E 59.70 feet

Thence N 41°37'16" E 37.30 feet

Thence N 46°37'16" E 35.00 feet

Thence N 39°03'32" E 37.49 feet to the point of beginning, the last four courses being by Beane Lane

Containing 23,547 square feet, more or less.

Being identified as "Map 22A, Lot 155" on the hereinbelow referenced plan.

**Parcel Two:** 35 Cross Street, 75 Church Street and 85 Church Street

Beginning at the intersection of Church Street and Cross Street

Thence N 20°34'00" E by Cross Street 70.35 feet to a stone bound

Thence S 69°52'17" E 149.97 feet to a stone bound

Thence S 20°24'21" W 126.30 feet, partly by land now or formerly of Louis D. Lavigne to Church Street

Thence N 49°24'18" W by said Church Street 160.00 feet to the point of beginning.

Containing 14,758 square feet, more or less

Being identified as "Map 22A, Lot 92" on the hereinbelow referenced plan.

Parcel Three: 29-31 and 29R Cross Street

Beginning at a stone bound on the Easterly side of Cross Street

Thence N 20°34'00" E 82.50 feet by Cross Street

Thence S 69°38'54" E 240.94 feet to a stone bound at land now or formerly of Lional H. and Laurette M. Chauvin

Thence S 18°59'38" W by said Chauvin land and land now or formerly of Brent J. Wiersma and Lisa L. Lajoie 111.48 feet

Thence N 65°38'04" W by land now or formerly of Louis D. Lavigne 68.33 feet

Thence N 67°54'04" W by said Lavigne land 25.80 feet

Thence N 20°24'21" E 23.97 feet to a stone bound

Thence N 69°52'17" W 149.97 feet to the point of beginning

Containing 22,340 square feet, more or less

Being identified as "Map 22A, Lot 91" on the hereinbelow referenced plan.

Together with the right to enter the premises described in Book 4470, Page 437 for maintenance of sewer and water pipes reserved in deed dated June 9, 1964 and recorded in Book 4470, Page 437.

Parcel Four: 23 Cross Street

Beginning at the Southeasterly side of Cross Street at land now or formerly of Robert W. Betz;

Thence S 74°00'56" E by said Betz land 240.12 feet to land now or formerly of Lional H. and Laurette M. Chauvin;

Thence S 18°59'38" W by said Chauvin land 58.00 feet to a stone bound,

Thence N 69°38'54" W 240.94 feet to the Southeasterly side of Cross Street,

Thence N 20°34'00 E by said Cross Street 39.70 feet to the point of beginning,

Containing 11736 square feet, more or less.

Being identified as "Map 22A Lot 90" on the plan hereinbelow referenced. Together with a right of way in 12 foot wide driveway, as set forth in deed dated March 23, 1960 and recorded in Book 4098, Page 295.

Together with the right to use water line in common with others, together with the right to enter on adjacent land to maintain said line, as set forth in deed dated March 23, 1960 and recorded in Book 4098, Page 295.

Together with the right to use existing sewerage system in common with others, together with the right to enter on adjacent land to maintain said system, as set forth in deed dated March 23, 1960 and recorded in Book 4098, Page 295.

Parcel Five: 2223-2225 Providence Road

Beginning On the Westerly side of Main Street (Route 122), at land now or formerly of the Estate of Theodore J. Nowlan

Thence S 76°58'53" W by said Nowlan land 92.81 feet

Thence S 12°27'07" E by said Nowlan land 47.50 feet to land now or formerly of Jeffrey R. and Carolyn S. Bryant

Thence S 76°58'53" W by said Bryant land 153 feet, more or less, to the Blackstone River

Thence Northerly by the Blackstone River 101 feet, more or less, to land now or formerly of Wilfred J. Jr. and Lavon J. Dineen

Thence N 76°49'53" E by said Dineen land 278 feet, more or less, to the Westerly side of Main Street

Thence S 12°27'07" E by said Main Street 47.50 feet to the point of beginning,

Containing 20,050 square feet, more or less

Being identified as "Map 22A Lot 207" on the hereinbelow referenced plan. Together with the right to pass and repass on foot and with vehicles of all kinds a right of way as shown on

plan recorded in Plan Book 191, Plan 114, as recorded in Book 3526, Page 440.

**Parcel Six: 8 Beane Lane**

Beginning at a concrete bound at land now or formerly of George S. and Arlene M. Murray, and at land now or formerly of Frederick and Karole Grandinetti

Thence S 08°51'22" E 34.25 feet

Thence S 19°17'22" E 24.22 feet

Thence S 17°41'19" E 93.60 feet to a stone bound at land now or formerly of the Town of Northbridge, the last two courses being by said Grandinetti land

Thence N 42°40'00" W 32.00 feet

Thence N 44°29'47" W 118.00 feet to land now or formerly of Murray, the last two courses being by said Town of Northbridge land

Thence N 58°39'59" E 73.39 feet by said Murray land to the point of beginning

Containing 5,018 square feet, more or less

Being identified as "Map 22A Lot 231" on the hereinbelow referenced plan. Together with a Right of Way 12 feet wide, and an Easement for water and sewerage pipes, both shown in Plan Book 332, Plan 80, and an Easement for poles and wires, all as set forth in deed from Albert J. Laflash et ux, dated December 16, 1969 and recorded in Book 5000, Page 189.

Parcels One through Six inclusive are shown on a plan entitled "Plan of Land, Main Street, Beane Street, Church Street, Cross Street in Northbridge, Massachusetts, Worcester County", prepared by Land Planning Engineering & Survey, dated October 1, 1993, and recorded with the Worcester District Registry of Deeds in Plan Book 677, Plan 75.

**Parcel Seven: 9 - 11 Taft Street**

Beginning at the Southwesterly corner of the premises on the Easterly side of Taft Street and land now or formerly of Fernand and Mildred E. Adam

Thence S 70°53'26" E by said Adam land 124.94 feet to land now or formerly of John L. and Christine O. Brouillard



Thence N 19°03'45" E by said Brouillard land 34.50 feet to a stone bound at other land now or formerly of Fernand and Mildred Adam

Thence N 59°43'15" W 44.00 feet

Thence N 49°08'15" W 8.80 feet

Thence N 35°16'15" W 23.70 feet

Thence N 57°16'15" W 55.69 feet to the Easterly side of Taft Street, the last four courses being by said Adam land

Thence S 19°15'07" W by said Taft Street 73.20 feet to the point of beginning

Containing 6,675 square feet, more or less

Being identified as "Map 22A Lot 76" on plan entitled "Plan of Land Taft Street In Northbridge, Massachusetts Worcester County" prepared by Land Planning Engineering & Survey, dated November 5, 1993 and recorded with the Worcester District Registry of Deeds in Plan Book 677, Plan 74.

Parcel Right: 2205-2207 Providence Road and 2211-2213 Providence Road

Tract One: 2205-2207 Providence Road

Beginning On the Westerly side of Providence Road, AKA Main Street (Route 122) at land now or formerly of Donat's Markets, Inc.

Thence S 76°58'53" W by said Donat's Markets, Inc., land 193 feet, more or less, to the Blackstone River

Thence Northerly by the Blackstone River 65 feet, more or less

Thence N 76°58'53" E 219 feet, more or less, to said Providence Road

Thence S 12°27'07" E by said Providence Road 60.00 feet to the point of beginning

Containing 12,300 square feet, more or less.

Being identified as "Map 22A, Lot 211" on the hereinbelow referenced plan.

Together with a Right of Way over a strip of land located at Lot 1 as shown on Plan Book 263, Plan 22, as recited in deed recorded in Book 4273, Page 213.

Tract Two: 2211-2213 Providence Road

Beginning On the westerly side of Providence Road, AKA Main Street (Route 122) at land now or formerly of the Estate of Theodore J. Nowlan

Thence S 12°27'07" E by said Providence Road 65.00 feet

Thence S 76°58'53" W, 219 feet, more or less, to the Blackstone River

Thence Northerly by the Blackstone River 70 feet, more or less, to land now or formerly of the Federal Deposit Insurance Corp.

Thence N 76°58'53" E 246 feet, more or less, by said Federal Deposit Insurance Corp. land, and by said Nowlan land to Providence Road and the point of beginning

Containing 15,100 square feet, more or less.

Being identified as "Map 22A, Lot 210" on the hereinbelow referenced plan.

Tract One and Tract Two of Parcel Eight are shown on plan entitled "Plan of Land, Main Street In Northbridge, Massachusetts, Worcester County" by Land Planning Engineering & Survey, dated November 5, 1993 and recorded in Plan Book 477, Plan 76.

**EXHIBIT B  
PERMITTED ENCUMBRANCES**

**AS TO ALL PARCELS:**

1. Home Investments Partnership Program Affordable Housing Restriction, between South Middlesex Non-Profit Housing Corporation and the Commonwealth of Massachusetts acting by and through the Executive Office of Communities and Development.
2. Mortgage, Security Agreement and Conditional Assignment of Leases and Rentals from South Middlesex Non-Profit Housing Corporation to Unibank For Savings in an amount not to exceed One Million One Hundred Thousand (\$1,100,000.00) Dollars.  
(Please note, this encumbrance will be replaced by a first mortgage to Massachusetts Housing Partnership Fund Board in an amount not to exceed One Million One Hundred Thousand (\$1,100,000.00) Dollars at completion of construction.)
3. Mortgage, Security Agreement and Conditional Assignment of Leases and Rents from South Middlesex Non-Profit Housing Corporation to the Commonwealth of Massachusetts acting by and through the Executive Office of Communities and Development in the original amount of One Million (\$1,000,000.00) Dollars.

**29R CROSS STREET, 29-31 CROSS STREET, 35 CROSS STREET, 75 CHURCH STREET AND 85 CHURCH STREET**

1. A Right of Way over an existing driveway granted by Michael G. Desjarlais to Louis D. Lavigne dated November 3, 1988 recorded with Worcester District Registry of Deeds in Book 11743, Page 267.

**23 CROSS STREET**

1. Subject to and together with a Right of Way in twelve foot driveway, partly on premises and partly on adjacent land set forth in a deed dated March 23, 1960 recorded with Worcester District Registry of Deeds in Book 4098, Page 295.

**8 BEANE LANE**

1. Subject to and together with a Right of Way twelve feet wide and an Easement for water and sewerage pipes, both as shown on a plan filed in Plan Book 332, Plan 80 and an Easement for poles and wires, all as set forth in a deed from Albert J. LaFlash et ux, dated December 16, 1969 and recorded with Worcester District Registry of Deeds in Book 5000, Page 189.

EXHIBIT C  
SENIOR LENDERS

1. Unibank For Savings - construction loan in an amount not to exceed One Million, One Hundred Thousand (\$1,100,000.00) Dollars. (Please note this shall be replaced by a first mortgage to Massachusetts Housing Partnership Fund Board in an amount not to exceed One Million, One Hundred Thousand (\$1,100,000.00) Dollars at the completion of construction.)
2. Commonwealth of Massachusetts acting by and through its Executive Office of Communities and Development - One Million (\$1,000,000.00) Dollar acquisition and construction loan under the HOME Loan Program.

rea.s/S2752.130/jch466/seniorlend

ATTEST: WORC, Anthony J. Vigliotti, Register

K.

**Ted Kozak**

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**From:** Mark Kuras [mkuras@northbridgemass.org]  
**Sent:** Monday, August 11, 2014 11:29 AM  
**To:** tkozak@northbridgemass.org  
**Cc:** James Shuris  
**Subject:** Rockdale Legion Snack Shack

Ted/Jim:

I had a conversation today with Rob Fraser about the Snack Shack connection. He stated that about four years ago the B.O.S. granted a waiver for the Sewer Connection fee. He is attending the meeting to get permission to connect to the Water system.

Thanks

Mark F. Kuras  
Town of Northbridge  
WWTP Superintendent  
(508) 234-2154  
FAX (508) 234-0809

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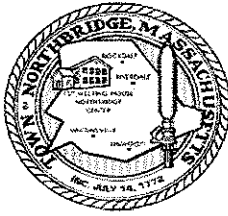
**Board of Selectmen's Meeting  
July 18, 2011**

**Northbridge Youth Baseball/Waiver of Sewer Connection Fee. Present: Rob Fraser, President of Northbridge Youth Baseball.** Mr. Fraser mentioned that Northbridge Youth Baseball built a snack shack on the Legion Field in Rockdale a couple of years ago. Since then, through fundraising efforts, they raised enough monies to finish the construction of the bathroom facilities. That being said, as a non-profit organization, he is looking for the Sewer Commissioners to waive the hookup fee to the town's sewer system, which is around \$7,000.00 to \$10,000.00. Selectman Ampagoomian asked if there was already a line there and Mr. Fraser responded no. Selectman Marzec stated as a sewer commissioner he feels the fee should be waived. Selectman Nolan concurred with Selectman Marzec. Selectman Ampagoomian asked if they waive the connection fee, who is going to pay the sewer bill each month. Mr. Fraser replied the Northbridge Youth Baseball will pay the monthly bill. Chairman Melia stated that he is in favor of waiving the connection fee. There being no further discussion, a motion/Mr. Marzec, seconded/Mr. Nolan to move this item from discussion to a decision. Roll call vote: Mr. Nolan/yes, Mr. Athanas/yes, Mr. Marzec/yes, Mr. Ampagoomian/yes, Mr. Melia/yes. A motion/Mr. Marzec, seconded/Mr. Nolan to waive the sewer connection fees at the Legion Field in Rockdale for the Northbridge Youth Baseball. Selectman Athanas mentioned that he has to abstain from voting because he is a member of the Board of Directors for Northbridge Youth Baseball. Vote yes/Messrs. Marzec, Nolan, Ampagoomian and Melia. Abstain/Mr. Athanas.

M.

## TOWN MANAGER'S REPORT – AUGUST 18, 2014

- 1) **Public Workshop (2040 Providence Road /Reuse Plan)** – Working with the Central Mass. Regional Planning Commission on a reuse plan for 2040 Providence Road property. A public workshop will be held at Town Hall on Tuesday, August 26, 2014 @ 7PM. The workshop is aimed at starting the conversation about the potential reuse of the site; review existing conditions; environmental assessment; and will explore potential redevelopment opportunities.
- 2) **Congressman McGovern's visit** – Congressman McGovern was in town on Tuesday, August 19<sup>th</sup>. He, along with Jeannie Hebert, President/CEO-Blackstone Valley Chamber of Commerce, did a walking tour from the Chamber of Commerce to the Fire Station, where he presented a FEMA check to Fire Chief Gary Nestor for a new ladder truck. The Congressman also visited several businesses along the way. Ms. Hebert is working with Mr. McGovern to obtain funding for a Quinsigamond Community College satellite campus at The Shop. A visit to Town Hall will be scheduled in the future.
- 3) **Central Mass Metropolitan Planning Commission [CMMPO]** – Infrastructure public meeting: The CMMPO announced that a public meeting for information and ideas on transportation funding for area communities will be held at the Uxbridge Town Hall at 5:30PM on September 24, 2014. The public is invited.
- 4) **Deane Way Drainage Update** – The Town Planner and DPW met with the developers to address the drainage issues and put together a plan to stabilize the area due to erosion.
- 5) **Town Hall Update** – There will be a meeting with the Architect on Tuesday, August 19<sup>th</sup> to prepare a scope of work for the Great Hall and Selectmen's Meeting Room as well as other areas that might need attention.
- 6) **Central Mass Regional Planning Commission** – a) **Quarterly meeting update** – Attended a meeting, which addressed items on: Technical Grant Assistance; Buy Local programs; a newly formed coalition on the negative impact on municipal services due to Chapter 70,71 and 74 requirements; provided an update on the pre-disaster mitigation plan; and reviewed areas for regional procurement. b) **CAC [Central Agricultural Coalition] Buy Local Planning Initiative** – A notice has been placed on the Town's website. There is also a survey available at the Treasurer/Collector's Office and on the web for restaurants, grocers, retailers, schools, hospitals, and other to determine how to encourage local purchase of local products. The survey will be available at least through the end of September.
- 7) **Worcester Business Development Plan for Regional Freight Facilities** – Communities are being asked to identify potential sites for regional freight facilities. Working with Gary Bechtholdt on potential sites in Northbridge.



M1.

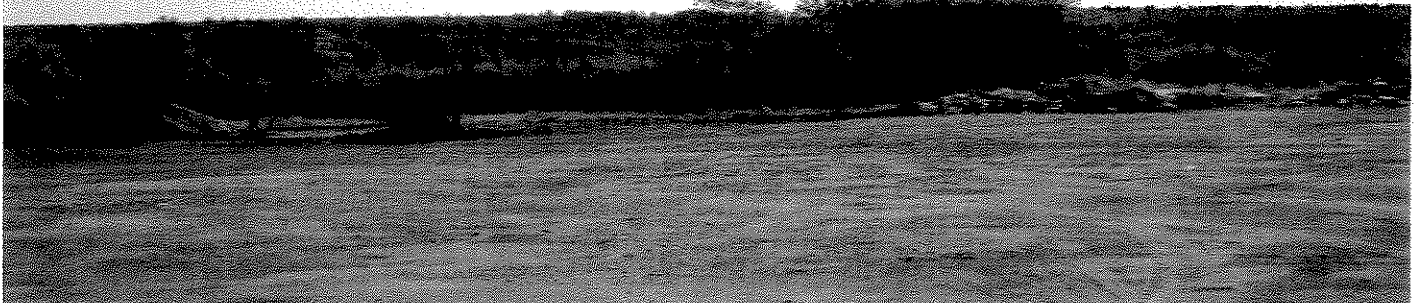
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## NORTHBRIDGE PLANNING BOARD PUBLIC WORKSHOP

Please join the Northbridge Planning Board on **Tuesday, August 26, 2014 (7PM to 8PM)** in the Board of Selectmen's Chamber of Northbridge Memorial Town Hall (7 Main Street Whitinsville, MA 01588) for a Public Workshop specific to 2040 Providence Road.

In cooperation with the Northbridge Board of Selectmen and the Community Planning & Development Office, the Planning Board will meet with representatives from the Central Massachusetts Regional Planning Commission (CMRPC) to facilitate and gather information for the preparation of a **REUSE PLAN for 2040 PROVIDENCE ROAD**, the former auto salvage yard located within walking distance of downtown Rockdale; with direct access to the Blackstone River and along the newly established WRTA bus route.

This public workshop is aimed at starting the conversation & brainstorming about potential reuse of the site; attendees will review existing conditions (land use, zoning, etc.), environmental assessment (brownfield) and explore potential redevelopment opportunities that are economically viable, environmentally sensitive & complementary to the locus area.



Under the State's District Local Technical Assistance and Priority Development Assistance Programs, CMRPC will meet with local officials, property owners, municipal staff, and other interested parties to discuss possible redevelopment scenarios of this former auto salvage yard.

Your input will be incorporated into the ideas that form the basis of the Reuse Plan, which will be presented to the Board of Selectmen and Planning Board later this year (December 2014).

Questions concerning this public workshop and other economic development initiatives within the Town of Northbridge may be directed to R. Gary Bechtholdt II, Town Planner at (508) 234-2447 or by email at [gbechtholdt@northbridgema.org](mailto:gbechtholdt@northbridgema.org)

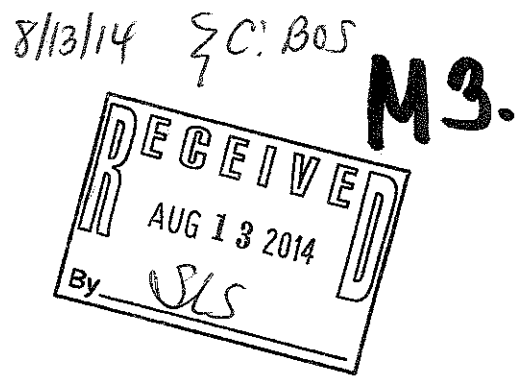


The Town of Northbridge has received a District Local Technical Assistance (DLTA) award from the Central Massachusetts Regional Planning Commission to assist in the Priority Development Area (PDA) assessment for 2040 Providence Road. Funding for the DLTA Program is provided by the Commonwealth of Massachusetts.





Central Massachusetts Metropolitan  
Planning Organization  
2 Washington Square - Union Station  
Worcester, MA 01604-4016



August 11, 2014

Ted Kozak, Town Manager

Dear Mr. Kozak:

The Central Massachusetts Metropolitan Planning Organization (CMMPO) is responsible for prioritizing how federal funds are spent on roads and bridges in the City of Worcester and the surrounding 39 communities (a map is attached). In 2003 this organization was expanded to include locally elected officials as voting members, in addition to representatives from MassDOT Planning and Highway divisions, the Central Massachusetts Regional Planning Commission (CMRPC), and the Worcester Regional Transit Authority. Five selectmen now represent their respective subregions on the CMMPO and the City Manager represents the City of Worcester.

Sutton selectman John Hebert currently represents the Southeast Subregion communities on the CMMPO, however his term expires at the end of September and community officials must now meet to select who will represent them for the next three years.

In keeping with the member selection process, the CMMPO staff (CMRPC transportation planning staff) is **requesting that your Select board send a Selectman to attend a CMMPO Information & Member Selection meeting at the Uxbridge Town Hall – Lower Town Hall Meeting Room, 21 South Main Street, on Wednesday, September 24<sup>th</sup> at 5:30 PM.** This letter is being sent to the other Selectmen in your subregion as well. The Selectmen that attend this meeting will be asked to choose one Selectman from among the group to represent your subregion's communities on the CMMPO. The CMMPO staff will provide an overview of the role and responsibilities of CMMPO members and will answer any questions.

It is very important for all communities to take an active role in deciding how federal transportation funding for roadways, bridges, and other transportation-related projects is allocated in this region. Having an active seat at the table enables the communities in your subregion to more directly participate in the transportation funding and decision-making process.

Please contact Nicholas Burnham by Monday, September 22<sup>nd</sup> with the name of the Selectman who will attend. He can be reached by phone at 508-459-3338 or by email at [nburnham@cmrpc.org](mailto:nburnham@cmrpc.org). We look forward to hearing from you.

Sincerely,

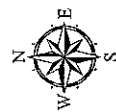
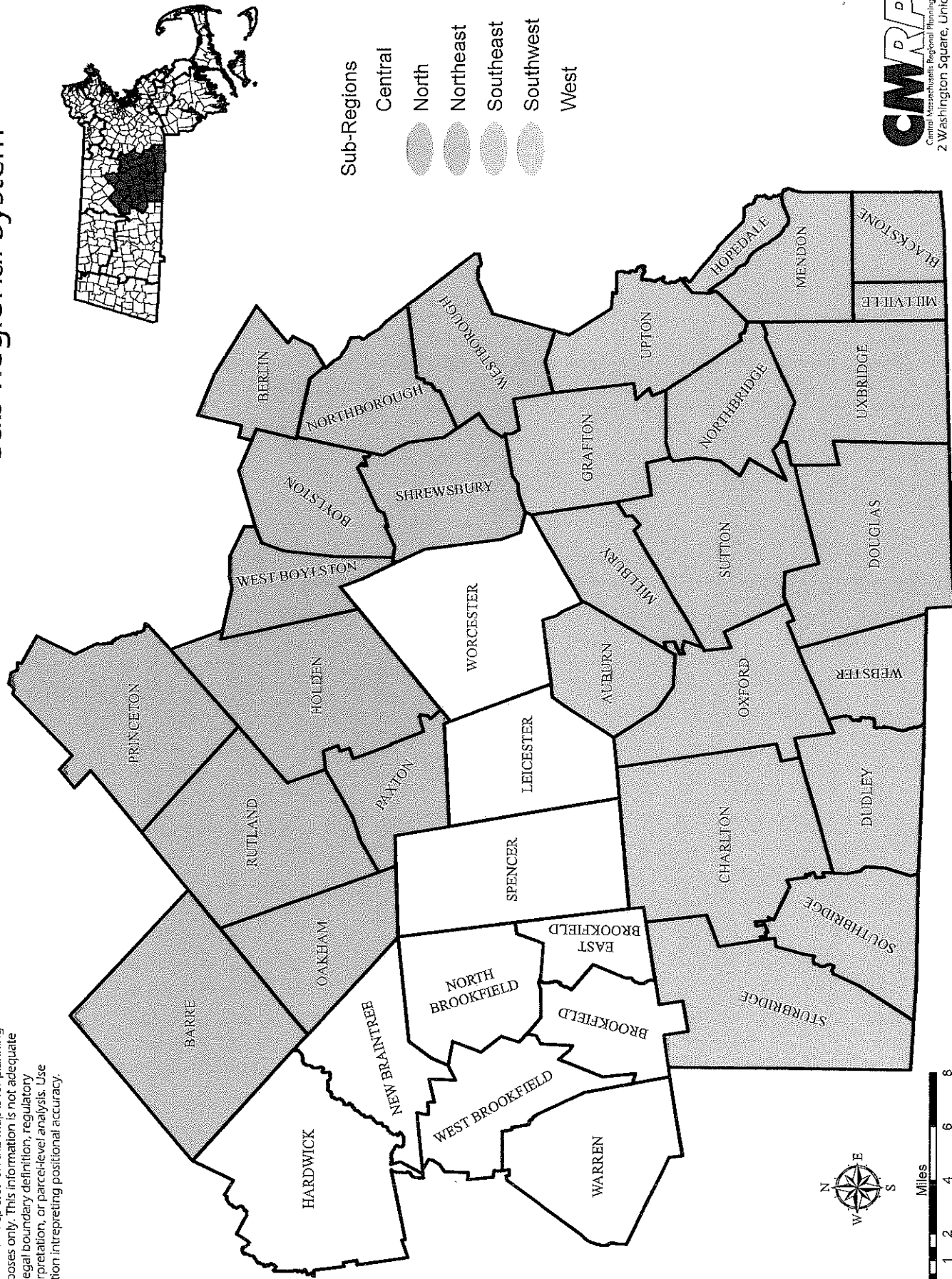
Mary Ellen Blunt  
Transportation Program Manager

Nicholas Burnham  
Assistant Transportation Planner

Source: Data provided by the MassHighway/EOT and the Executive Office of Environmental Affairs/MassGIS (EOEA/MassGIS).

Information depicted on this map is for planning purposes only. This information is not adequate for legal boundary definition, regulatory interpretation, or parcel-level analysis. Use caution interpreting positional accuracy.

# Central Massachusetts Regional Planning Commission Sub-Regional System



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M.6(b)

# Food People- We need your help!



The area's Regional Planning Commissions (CMRPC and MRPC) are surveying restaurants, grocers, retailers, schools, hospitals, and other organizations to determine how to encourage local purchase of local products.

Your feedback matters.

Please complete a survey:

[www.surveymonkey.com/s/CAC\\_Market](http://www.surveymonkey.com/s/CAC_Market)

Questions? Call Trish Settles

(508) 459-3320, [tsettles@cmrpc.org](mailto:tsettles@cmrpc.org)

[www.cmrpc.org](http://www.cmrpc.org)

This survey is released in coordination with the Central Agricultural Coalition (CAC), the recently launched initiative to encourage local purchase of local products grown in Central Massachusetts.

The purpose of this survey is to collect information to support business, agriculture, and economic development in Central Massachusetts. Through a better understanding of the Region's food system and consumer needs, CAC, CMRPC, MRPC, and other partners can target resources and services to producers and consumers alike, promoting increased profitability, economic viability, and improved quality of life.

To learn more about the initiative, visit:

[www.cmrpc.org/central-massachusetts-buy-local-planning-initiative-0](http://www.cmrpc.org/central-massachusetts-buy-local-planning-initiative-0).

## CAC- Growing the Core of the Commonwealth

From: Dominique DuTremble [<mailto:ddutremble@cmrpc.org>]

Sent: Monday, July 14, 2014 10:10 AM

To: [dkeyes@townofblackstone.org](mailto:dkeyes@townofblackstone.org); [jlebeaux@town.princeton.ma.us](mailto:jlebeaux@town.princeton.ma.us); [mguzinski@douglasma.org](mailto:mguzinski@douglasma.org);

## Sharon Susienka

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**From:** Dominique DuTremble <ddutremble@cmrpc.org>  
**Sent:** Tuesday, August 12, 2014 9:37 AM  
**To:** dkeyes@townofblackstone.org; jlebeaux@town.princeton.ma.us; mguzinski@douglasma.org; ssuhoski@town.sturbridge.ma.us; ssette@hopedale-ma.gov; admin@townofhardwick.com; SelectBoard@newbraintree.org; ssusienka@northbridgemass.org; agaudette@spencerma.gov; brobinson@uptonma.gov; warrenselectmen@comcast.net; nlucier@westboylston-ma.gov; kfoster@town.northborough.ma.us; ssuhoski@town.sturbridge.ma.us; townmgr@town.auburn.ma.us; hlemieux@townofbarre.com; Selectmen; mmcnamara@boylston-ma.gov; jgrybowski@brookfieldma.us; robin.craver@townofcharlton.net; administrator@dudleyma.gov; selectmen@northbrookfield.net; dmorgado@shrewsburyma.gov; bspain@townofmillbury.net; jkelly@holdenma.gov; Dominique DuTremble; jmalloy@town.westborough.ma.us; dgenereux@uxbridge-ma.gov; manager@town.oxford.ma.us  
**Subject:** Buy Local initiative- info  
**Attachments:** Buy Local Press Release 8-11.docx; MarketSurvey poster-flyer.pub

Good afternoon!

Per our previous discussion concerning CMRPC and MRPC's Buy Local initiative:

Attached, please find a press release, poster, and electronic flyer (below). We greatly appreciate your willingness to help spread word via municipal homepages and email blasts etc.

The survey is online at: [https://www.surveymonkey.com/s/CAC\\_Market](https://www.surveymonkey.com/s/CAC_Market)

Thanks again for your assistance and support! CMRPC staff will be swinging by town halls this week and next to drop off hard copies of the survey and flyers.

Appreciatively,

Dominique

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[SelectBoard@newbraintree.org](mailto:SelectBoard@newbraintree.org); [ssusienka@northbridgemass.org](mailto:ssusienka@northbridgemass.org); [agaudette@spencerma.gov](mailto:agaudette@spencerma.gov); [brobinson@uptonma.gov](mailto:brobinson@uptonma.gov);  
[warrenselectmen@comcast.net](mailto:warrenselectmen@comcast.net); [nlucier@westboylston-ma.gov](mailto:nlucier@westboylston-ma.gov); [kfooster@town.northborough.ma.us](mailto:kfooster@town.northborough.ma.us);  
[ssuhoski@town.sturbridge.ma.us](mailto:ssuhoski@town.sturbridge.ma.us); [townmgr@town.auburn.ma.us](mailto:townmgr@town.auburn.ma.us); [hlemieux@townofbarre.com](mailto:hlemieux@townofbarre.com);  
[selectmen@townofberlin.com](mailto:selectmen@townofberlin.com); [mmcnamara@boylston-ma.gov](mailto:mmcnamara@boylston-ma.gov); [jgrybowski@brookfieldma.us](mailto:jgrybowski@brookfieldma.us);  
[robin.craver@townofcharlton.net](mailto:robin.craver@townofcharlton.net); [administrator@dudleyma.gov](mailto:administrator@dudleyma.gov); [selectmen@northbrookfield.net](mailto:selectmen@northbrookfield.net);  
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**Cc:** Trish Settles; Chris Ryan

**Subject:** Buy Local initiative

Good morning!

As you may be aware, the Central Massachusetts Regional Planning Commission (CMRPC) and Montachusett Regional Planning Commission (MRPC) are spearheading a *Buy Local* initiative. The multi-pronged initiative has a Central Massachusetts focus and seeks to facilitate a shift in spending patterns to support local businesses and producers. The heart of the initiative - a *Buy Local* campaign and market survey/analysis- is a second phase to CMRPC's 2013/2014 *Priority Development Area (PDA)* and *Farm and Food System* studies.

The Market Survey (currently in beta-testing) will target retailers, restaurants, institutions, distributors, and wholesalers in Central MA in order to quantify demand and identify perceived barriers to buying local. **Would it be possible to provide participants with the option of picking up and leaving completed surveys at the Town Hall? If so, which Town Hall office would be prominent and also convenient for your staff and during which hours?**

**Additionally, it would be wonderful if you could post something on your homepage. I can send a press release and link to the survey once they're finalized.**

Many thanks to those of you who aided in the initial, geographically-focused studies. We appreciate your continued assistance and are excited to bring this initiative to the broader region.

Appreciatively,

*Dominique Du Tremble*

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