

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
NORTHBRIDGE TOWN HALL
7 MAIN STREET - WHITINSVILLE, MA 01588
September 23, 2019 at 6:30 PM**

RECEIVED

19 SEP 19 PM 3:08

PLEDGE OF ALLEGIANCE

NORTHBRIDGE TOWN CLERK
ROBERT A. CEDRONE

- I. APPROVAL OF MINUTES:** A. 1) August 27, 2019 (Joint meeting with the School Committee)
2) September 9, 2019 [Executive Session]

II. PUBLIC HEARING

- III. APPOINTMENTS/B. By the Board of Selectmen [Vote to appoint] / 1) Nikki Roadman, Council on Aging 2) Bonnie Poquette, Council on Aging/****Present:** Kelly Bol, Senior Center Director

INTRODUCTION: New Northbridge Public Schools Superintendent, Amy McKinstry

IV. CITIZENS' COMMENTS/INPUT

V. DECISIONS

C. Whitinsville Christian School/Request to hang a banner across Church Street from Sunday, September 29, 2019 to Sunday, October 13, 2019 to advertise their Dutch Apple Pie sale.

D. Town Clerk's Office/Request to hang a banner across Church Street as follows:

- 1) Sunday, February 23, 2020 to Sunday, March 8, 2020 (Presidential Primary, March 3rd)
- 2) Sunday, May 10, 2020 to Sunday, May 24, 2020 (Annual Town Election, May 19th)
- 3) Sunday, September 6, 2020 to Sunday, September 20, 2020 (State Primary, September 15th)
- 4) Sunday, October 25, 2020 to Sunday, November 8, 2020 (Presidential Election, November 3rd)

E. Shop Small/Request to hang a banner across Church Street from Sunday, November 17, 2019 to Sunday December 1, 2019 to advertise the Shop Small Saturday on Saturday, November 30, 2019 from 10 AM to 4 PM

F. Balmer School Project [Permanent Borrowing] / Vote to sign bonds in the amount of \$30,000,000

G. Sewer Connection Fees for Balmer School Project

H. Tax PILOTS – Solar Panel Field Projects (Puddon I and Puddon II)

I. Town Manager's Performance Evaluation

VI. DISCUSSIONS

J. Assessment Center for the ranks of Chief of Police and Lieutenant/**Present:** Chief Warchol and Mark Morse (MMA Consulting)

K. Whitinsville - Downtown Crossroads Local Historic District Bylaw/**Present:** Harry Berkowitz & Ken Warchol, Members - Local Historic District Study Committee

VII. TOWN MANAGER'S REPORT

VIII. SELECTMEN'S CONCERNS

IX. ITEMS FOR FUTURE AGENDA

X. CORRESPONDENCE

Town Clerk: 2 Hard copies



Web: Post time-stamped copy



- XI. EXECUTIVE SESSION: L. 6:30 PM: Under M.G.L c.30A, Sec. 21 #2 -** To conduct contract negotiations with Non-Union personnel (Town Manager).

THIS AGENDA IS SUBJECT TO CHANGE

A.1)

**JOINT MEETING OF THE BOARD OF SELECTMEN
AND SCHOOL COMMITTEE MEETING
August 27, 2019**

A joint meeting of the Board of Selectmen and School Committee was called to order by School Committee Chairman Michael LeBrasseur and Chairman James Athanas at 7:00 PM, Northbridge High School Media Center 427 Linwood Ave, Whitinsville, MA. Board Members Present: Ampagoomian, Athanas, Cannon, Melia and Nolan. Also Present, School Committee members: Michael Lebrasseur, Bethany Cammarano, Steven Falconer, Brian Paulhus, Superintendent Amy McKinstry, and Director of Business and Finance Melissa Walker.

The Pledge of Allegiance was recited by those present.

STATEMENT OF AUDIO AND VIDEO RECORDING.

JOINT MEETING WITH BOARD OF SELECTMEN/SCHOOL COMMITTEE: A. Interviews: Robert Dziekiewicz introduced himself to the Board and was asked a series of questions. **B. Vote to appoint/A motion/Mr. Melia, seconded/Mrs. Cannon to appoint Mr. Robert Dziekiewicz to the School Committee until the May 2020 Town Election. Roll call vote:** Mr. Ampagoomian/Yes, Mr. Athanas/Yes, Mrs. Cannon/Yes, Mr. Melia/Yes, Mr. Nolan/Yes, Mr. Michael Lebrasseur/Yes, Ms. Bethany Cammarano/Yes, Mr. Steven Falconer/Yes and Mr. Brian Paulhus/Yes.

A motion was made and seconded to adjourn the public meeting. Vote yes/Board Members: Ampagoomian, Athanas, Cannon, Melia and Nolan.

Meeting Adjourned: 7:10 PM

Respectfully submitted,

Daniel Nolan, Clerk

/mjw

LIST OF DOCUMENTATION

**JOINT MEETING OF THE BOARD OF SELECTMEN
AND SCHOOL COMMITTEE MEETING - OPEN SESSION**

August 27, 2019

I. CALL TO ORDER (7:00)

II. ATTENDANCE

III. PLEDGE OF ALLEGIANCE

IV. STATEMENT OF AUDIO AND VIDEO RECORDING

V. JOINT MEETING WITH BOARD OF SELECTMEN / SCHOOL COMMITTEE VACANCY

A. Interviews

-Copy of talent bank form for Robert Dziekiewicz

B. Vote to appoint/No documentation

VI. ADJOURN

B.I.D

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.

-yes per Town Clerk
6.18.19

Date: 4-15-19

Name Nikki Roadman

P. O. Box _____

Home Address 812 Marston Rd, Whitinsville, MA 01588

Email Address nikki.roadman@realestate@gmail.com

Telephone _____ Cell 617-688-4544

Business Marty Green Properties, LLC

Address work from home Tel. _____

Current Occupation/Title Realtor

Education Bachelor of Science from Bentley University
Licensed Real Estate Agent

Governmental, Civic & Community Activities volunteer - friends of
Lasell Field, previous override committee

Charitable & Educational Activities involved in schools

Town Committees or Offices _____

I am interested in the following Committees: Council on Aging

Please indicate whether the applicant and/or any family members are employed by the Town of
Northbridge. none

NAME: Nikki
Roadman

PRECINCT# 4

TOWN OF NORTHBRIDGE

COMMITTEE INTEREST (Indicate Committee preference)

1. Council on Aging
- 2.
- 3.
- 4.
- 5.
- 6.

Marty Green Properties, LLC 2/17-present
 Present interest or business affiliation (dates, places)
 also teach @ Whitin Community Center

involved in Northbridge Public Schools
 Friends of Casell Field Committee
 Experience: Volunteer, social service, business (dates, places)

bachelors Marketing experienced in Public Relations,
 sales, worked @ Assisted Living Facility for 2 years
 Special skills and education (be specific)
 Experience running marketing and sales
 at an assisted living and memory impairment
 unit - developed love and appreciation for working
 with seniors.

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

B.2)

TALENT BANK APPLICATION

please return to:

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

BOS Agenda 9/23/19

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

yes per TC 9/3/19

Date: 8-5-19

Name Bonnie Poquette

P. O. Box _____

Home Address 35 Sunset Drive Whitinsville MA 01588

Email Address Bonnie.Poquette@charter.net

Telephone 508-234-4366

Cell 774-276-1919

Business _____

Address _____

Tel. _____

Current Occupation/Title Homemaker

Education I have a Bachelor of Science in Communication Disorders from Worcester State University.

Governmental, Civic & Community Activities I have been volunteering at the Senior Center since January 2019. I am an active member at my church where I have been able to help seniors in their homes.

Charitable & Educational Activities My husband and I were foster parents for Bethany Christian Services. I also have been responsible for home schooling two of our four children for 12 years.

Town Committees or Offices _____

I am Interested In the following Committees: Council on Aging

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

NAME: Bonnie Poquette PRECINCT# 4

TOWN OF NORTHBRIDGE

COMMITTEE INTEREST (Indicate Committee preference)

- | | |
|---------------------|----|
| 1. Council on Aging | 4. |
| 2. | 5. |
| 3. | 6. |

Present interest or business affiliation (dates, places)

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

I was a foster parent with Bethany Christian Services from 2005-2007. I've been volunteering at the Northbridge Senior Center since January 2019. I've also had opportunity through my church to help with nursery, teaching Sunday school, and helping seniors in their homes, since my teen years. (1989 - present)

Special skills and education (be specific)

I have a Bachelor of Science in Communication Disorders from Worcester State University. (1993)
Sympathetic to the needs of seniors and eager to help.

How experience relates to particular committee interest

I've had a love for the elderly since I was a child. Helping out at the senior center and being in people's homes has given me a good sense of what people need and how I can best help them.

ADDITIONAL COMMENTS:

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

Melissa Wetherbee

ON Agenda 9/23/19

C.

From: David Deters <deters55@hotmail.com>
Sent: Tuesday, September 10, 2019 9:13 AM
To: Melissa Wetherbee
Subject: Church street banner for Whitinsville Christian school

Hi Melissa,

We had just spoke a moment ago regarding the request to hang our Whitinsville Christian school apple pie fundraiser banner on Church Street from September 29 through October 13. Just the formal ask for the border selectmen. Thank you so much!

Available ✓

Have a great day,
Elizabeth Deters

Sharon Susienka

D.

From: Linda Zywiec
Sent: Wednesday, September 11, 2019 2:11 PM
To: Sharon Susienka
Cc: Doreen Cedrone
Subject: Election Banner Request

no conflict

Sharon,

There are four scheduled elections in 2020. Therefore, we would like to request that the election banner be hung downtown for the following 2-week intervals:

Beginning February 23, 2020 (Presidential Primary, March 3)

Beginning May 10, 2020 (Annual Town Election, May 19)

*Beginning September 6, 2020 (State Primary, September 15)

Beginning October 25, 2020 (Presidential Election, November 3)

* State Primary date will almost certainly be changed. We will update you when we get that information.

Please let us know if you need any additional information from us.

Thank you,

Linda B. Zywiec, CMC

Town of Northbridge

Assistant Town Clerk

508-234-2001

Melissa Wetherbee

On Agenda 9/23/19

E.

From: Sharon Susienka
Sent: Tuesday, September 17, 2019 9:45 AM
To: jessie@schotanusdesigncenter.com
Cc: littlemanoriginals@yahoo.com; Melissa Wetherbee
Subject: RE: Shop small street banner 2019

Hi Jesse:

Got it. Thank you!

I will schedule your request for the next Selectmen's Agenda, September 23, 2019. You will then get a formal approval letter.

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



From: jessie@schotanusdesigncenter.com <jessie@schotanusdesigncenter.com>
Sent: Tuesday, September 17, 2019 9:42 AM
To: Sharon Susienka <:ssusienka@northbridgemass.org>
Cc: littlemanoriginals@yahoo.com
Subject: Shop small street banner 2019

Hi Sharon,
per our conversation. Please let me know you received this message.

We would like to request that our Shop Small Saturday Street banner can be hung across Church street. November 17 - December 1, 2019.

Available

Thanks & have a great day
Jessie Schotanus

83 Church Street Suite 1

F.

VOTE OF THE BOARD OF SELECTMEN

I, the Clerk of the Board of Selectmen of the Town of Northbridge, Massachusetts (the "Town"), certify that at a meeting of the board held September 23, 2019, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: that we hereby determine, in accordance with G.L. c. 70B, that the amount of the cost of the new W. Edward Balmer Elementary School project authorized by a vote of the Town passed on October 23, 2018 (Article 7), excluded from the limitations of Proposition 2 ½, so-called, on November 6, 2018 Question 4) not being paid by the school facilities grant is \$54,924,937 and we hereby approve of the issuance of notes and bonds not to exceed such amount under said G.L. c.70B.

Further Voted: that the sale of the \$30,000,000 General Obligation School Project Loan, Chapter 70B Bonds of the Town dated October 1, 2019 (the "Bonds"), to UMB Bank, N.A. at the price of \$31,923,710.01 and accrued interest, if any, is hereby approved and confirmed. The Bonds shall be payable on June 1 of the years and in the principal amounts and bear interest at the respective rates, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2020	\$1,000,000	5.00%	2035	\$1,000,000	3.00%
2021	1,000,000	5.00	2036	1,000,000	3.00
2022	1,000,000	5.00	2037	1,000,000	3.00
2023	1,000,000	5.00	2038	1,000,000	3.00
2024	1,000,000	5.00	2039	1,000,000	3.00
2025	1,000,000	5.00	2040	1,000,000	2.75
2026	1,000,000	5.00	2041	1,000,000	2.75
2027	1,000,000	5.00	2042	1,000,000	2.75
2028	1,000,000	5.00	2043	1,000,000	2.875
2029	1,000,000	5.00	2044	1,000,000	2.875
2030	1,000,000	4.00	2045	1,000,000	2.875
2031	1,000,000	4.00	2046	1,000,000	3.00
2032	1,000,000	3.00	2047	1,000,000	3.00
2033	1,000,000	3.00	2048	1,000,000	3.00
2034	1,000,000	3.00	2049	1,000,000	3.00

Further Voted: that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated September 10, 2019, as amended on September 12, 2019, and a final Official Statement dated September 19, 2019 (the "Official Statement"), each in such form as may be

approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Bonds shall be subject to redemption, at the option of the Town, upon such terms and conditions as are set forth in the Official Statement.

Further Voted: that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a continuing disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Bonds, for the benefit of the holders of the Bonds from time to time.

Further Voted: that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds and to comply with relevant securities laws.

Further Voted: that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

I further certify that the agenda for the meeting, a copy of which is attached hereto, was posted on the bulletin board of the town at least 24 hours before the meeting in compliance with Section 7-1(b) of the Town Charter.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Bonds were taken in executive session, all in accordance with G.L. c.30A, §§18-25, as amended.

Dated: September 23, 2019

Clerk of the Board of Selectmen



Adam Gaudette

From: James Mauer <jmauer@fontainebros.com>
Sent: Thursday, August 29, 2019 2:53 PM
To: Adam Gaudette
Cc: Thomas Hengelsberg (thengelsberg@doreandwhittier.com); Tim Mullen; Joel Seeley (jseeley@smma.com); Dias, Antone; Joel Kent; Rob Day; David Fontaine; Griffin Couture
Subject: Northbridge Elem - Sewer Connection Permit - Fee
Attachments: Sewer Connection Permit - Fee.pdf

Adam

See attached-

Site Contractor pulled his Permit for Sanitary Connection at Balmer – noted on attached DPW is looking for **\$103,026** as a Connection Fee

Also noted that there is an amount “**to be determined**” for I&I contribution.

2nd Page of attached, Para 5. Of the Project General Conditions - Notes “The Town of Northbridge has waived the costs for all Town issued permits.....” - this was taken by Fontaine and Guigli to include ALL Town related costs. Possible that DPW was not notified?

Hoping this Fee and the I&I are an error on part of DPW for which you may assist in resolving-

Give me a call if questions –

Thank you
Jim

Jim Mauer | Sr Project Manager, LEED AP BD&C
Fontaine Bros., Inc. | Construction Managers _ General Contractors
510 Cottage Street, Springfield, MA 01104 | 12 E. Worcester Street, Worcester, MA 01604
C: 413.478.2798 | T: 413.781.2020 | F: 413.734.1881

[website](#) | [facebook](#) | [ENR New England Top Contractors 2019](#)

-celebrating 86 years in business-



**Town of Northbridge
Department of Public Works
Sewer Division**

Town Hall, 7 Main Street

Whitinsville, Massachusetts 01588-0088

Phone: (508) 234-2154 Fax: (508) 234-0809

Richard R. Sasseville, P.E.
Director of Public Works

**RESIDENTIAL, COMMERCIAL OR INDUSTRIAL
SEWER CONNECTION PERMIT**

The undersigned, being the Owner's Agent of the property located at
(Owner, Owner's Agent)
21 Crescent St (Balmer Elementary School) is hereby granted a permit to install and connect a
(number and street address)
building sewer to serve the New Elementary School at said location.
(residence, commercial building, etc.)

The name and address of the person or firm which will perform the proposed work is:

Ernest Guigli & Sons, Inc.

In consideration for the granting of this permit, the undersigned agrees:

1. To accept and abide by all provisions of the policies, by-laws and regulations of the Town of Northbridge and all other policies, by-laws and regulations that may be adopted in the future.
2. That all work within the layout of public roads shall be completed by a licensed contractor and be in accordance with the Town of Northbridge Road Opening Permit Rules and Regulations, Latest Edition.
3. To maintain the building sewer to the connection with the main at no expense to the Town.
4. To notify the Sewer Division when the building sewer is ready for inspection and connection to the public sewer before any portion of the work is covered.

Date: 6/27/2019

Signed: Michael S Brady for Ernest Guigli & Sons
(Applicant)

Ernest Guigli & Sons, Inc.

(Name of Applicant)

10 Tech Circle

(Address of Applicant)

Natick, MA 01760

For Town of Northbridge use only

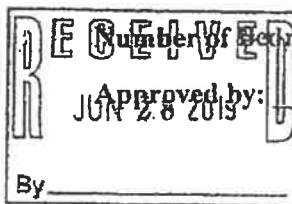
\$ 103,026.00 Connection Fee

I & I Contribution: No ☐ Yes ☒

To be determined

\$ I & I Contribution

\$ 103,026.00 Total Amount



Number of Bedrooms: (for residences only)

Approved by: Mark Huss

(DPW Sewer Division)

8-7-19

Fees Paid

Received by:

(Treasurer/Collector)

Permit Issued

Date:

Signed:

(Town of Northbridge)

A. The CM shall employ only competent workers. All workers shall have OSHA 10 hour Certification. The CM shall enforce and shall require all its Subcontractors to enforce strict discipline and good order among their respective employees and other persons carrying out the Work. The CM shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Whenever the Designer or THE OWNER shall notify the CM in writing that any worker is, in the Owner's opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such employee shall be discharged from the Work and shall not again be employed on the Project except with the consent of THE OWNER. See Section 9 of this Article.

B. The CM shall ensure that all its Subcontractors employ a sufficient number of workers to carry on the Work with all proper speed in accordance with Laws, the requirements of the Contract Documents, and the Progress Schedule.

C. The CM shall procure materials from such sources and shall manage its own forces and the forces of its Subcontractors in such a manner as will result in harmonious labor relations on the Project Site. The CM shall cause persons to be employed in the Work who will work in harmony with others so employed.

5. Notices and Permits.

A. The CM shall obtain all approvals, permits, user fees, certificates and licenses required by Laws, pay all charges and fees, and pay for or cause the appropriate Subcontractor to pay for all utilities required for the proper execution of the Work. The costs of any required permits shall be considered Cost of the Work. The CM shall perform the work in strict accordance with all permit requirements that have issued for the Project.

NOTE: The Town of Northbridge has waived the costs for all Town issued permits that the CM and its subcontractors will need to obtain to perform the work on the Project.

B. The CM shall comply with all Laws and shall give all notices required thereby.

C. If the CM observes that portions of the Contract Documents are at variance with the requirements of Laws, the CM shall promptly notify the Designer and THE OWNER in writing, and necessary changes shall be accomplished by an appropriate Contract Modification.

D. If the CM performs Work knowing it to be contrary to Laws without giving such notice to the Designer and THE OWNER, the CM shall bear full responsibility for such Work and all costs attributable thereto, including, without limitation, corrections to the Work.

6. Excavation.

The CM shall prevent by sheeting and shoring or bracing, if necessary, any caving or bulging of the sides of any excavation made by the CM, leaving sheeting and shoring in place, or if any is removed, filling solid the spaces left thereby.

7. Corrections to the Work; Inspection No Bar to Subsequent Corrections.

The review of the Work by the Designer, THE OWNER or its consultants shall not relieve the CM of its responsibilities to fulfill the Contract obligations. Defective work may be rejected by the Designer, THE OWNER or its consultants whether or not such work and/or materials have been previously overlooked or misjudged by the Designer, THE OWNER or its consultants and accepted for payment. If the Work or any part thereof shall be found defective at any time before the Final Acceptance of the whole Work, or during the Warranty Period, the CM shall forthwith correct such defect in a manner satisfactory to the Designer, THE OWNER or its consultants. If any material brought upon the Site for use in the Work, or selected for the same, shall be rejected by the Designer, THE OWNER or its consultants as unsuitable or not in conformity with the Contract Documents, or as damaged by casualty or deteriorated due to improper storage at the Site or to any other factor, the CM shall forthwith remove such materials from the Site. The CM shall pay for the cost of making good all work or property of other contractors or of the Owner destroyed or damaged by such removal or replacement; repair any injury, defect, omission or mistake in the Work as soon as it is discovered, finish and immediately make good any defect, omission or mistake in the Work and complete and leave the Work in perfect condition. The costs of correcting such defects or mistakes shall not be considered Cost of the Work, unless the Owner approves funding such cost as a Construction Contingency Item, as provided in Section 7.2 of the CM Agreement.

8. School Project; No Contact with Students and CORI Reporting

H.

PAYMENT IN LIEU OF REAL AND PERSONAL PROPERTY TAXES

between

THE TOWN OF NORTHBRIDGE, MASSACHUSETTS

and

SYNCARPHA PUDDON I, LLC

and

SHASTA TERRA, LLC

THIS AGREEMENT FOR PAYMENT IN LIEU OF REAL AND PERSONAL PROPERTY TAXES (this "Agreement") is made and entered into as of September 9, 2019 ("Effective Date") by and among (i) Syncarpha Puddon I, LLC (the "Developer"), a Delaware limited liability company having an address c/o Syncarpha Solar, LLC, 250 West 57th Street, New York, New York 10107, (ii) the Town of Northbridge, Massachusetts, a municipal corporation duly established by law and located in Worcester County, Massachusetts (the "Town"), and (iii) the Shasta Terra, LLC ("Property Owner"), a Delaware limited liability company having an address of c/o Syncarpha Solar, LLC, 250 West 57th Street, New York, New York 10107. The Developer, Property Owner, and the Town are also referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, the Developer plans to build and operate a metered, ground-mounted solar photovoltaic facility (the facility, hereinafter referred to as the "Project") with an estimated "nameplate capacity" of approximately 7.495 MW (DC), on approximately 51+/- acres of land owned by Property Owner, and located at 150 Puddon Street, which land is shown on the Town of Northbridge Assessors' Maps as Map 27 Parcels 29, 87, 89, and 91 copies of which are attached hereto as Exhibit A (excluding any buildings and all things now or hereinafter affixed on such land and constituting real property under M.G.L. c. 59, § 2A(a), hereinafter referred to as the "Property");

WHEREAS, the Developer represents and warrants that it is a "generation company" or "wholesale generation company" as those terms are used and/or defined in M.G.L. c. 59, § 38H (b), and M.G.L. c. 164, § 1, and the Town relies on this representation and warranty in entering into this Agreement;

WHEREAS, it is the intention of the Parties that, in accordance with M.G.L. c. 59, § 38H (Acts of 1997 Chapter 164, Section 71(b), as amended) and the Massachusetts Department of Revenue regulations adopted in connection therewith, the Developer shall make annual payments to the Town for the term of this Agreement in lieu of real and personal property taxes for the Project and the Property;

WHEREAS, it has been determined that the Property is subject to real property taxes under M.G.L. c. 59, § 2B, and such taxes are included in the payments to be made by Developer under this Agreement;

WHEREAS, because both the Developer and the Town need an accurate projection of their respective expenses and revenues with respect to the Project and Property, the Parties believe that it is in their mutual best interests to enter into this Agreement for fixed payments that will be made with respect to all taxable real and/or personal property attributable to the Project for the full term of this Agreement;

WHEREAS, the Parties intend that, during the term of the Agreement, the Project shall be deemed personal property, and Developer will not be assessed for any statutory real and personal property taxes to which it might otherwise be subjected under M.G.L. c. 59 for the Project and Property, and that this Agreement will provide for the exclusive payments in lieu of such during the term hereof, provided, however, that the Parties do not intend for this Agreement to affect any other payments that the Developer or Property Owner is otherwise obligated to pay the Town,

including, but not limited to, real estate taxes for buildings or (other than the Project) other things now or hereinafter affixed to the Property and constituting real property under M.G.L. c. 59, § 2A(a);

WHEREAS, the Town is authorized to enter into this Agreement with the Developer and Landowner, provided that the payments of real and personal property taxes over the term of the Agreement are reasonably expected, as they are so expected, to approximate the tax payments that would otherwise be determined under M.G.L. c. 59 based on full and fair cash value; and

WHEREAS, the Parties have reached this Agreement after good faith negotiations.

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Payment of Real and Personal Property Taxes. The Developer, on behalf of itself and the Property Owner, agrees to make annual payments to the Town for real and personal property taxes for the Project and Property for a period of twenty (20) consecutive years. Payments shall commence with the fiscal year (July 1 – June 30) immediately following the first date on which the Project achieves commercial operation and is delivering power to the electrical distribution system (the "Commencement Date"). Each annual payment will be in the amount set forth in the schedule attached to this Agreement as Exhibit B (each an "Annual Payment") and are subject to adjustment as described in Sections 3 and 4. Each Annual Payment will be paid in four (4) equal quarterly payments made on February 1, May 1, August 1 and November 1 of each fiscal year.

2. On or before January 1, April 1, July 1 and October 1 of each year, the Town shall deliver a quarterly bill to the Developer indicating the specific amount of the quarterly payment due on February 1, May 1, August 1 and November 1 of that fiscal year, respectively. In each such bill, the Town shall include the amount of any adjustment on account of the addition, replacement or permanent removal, if any, of equipment or personal property; provided, however, that any failure of the Town to provide any such bill in the required timeframe shall extend on a day-for-day basis the date on which the applicable quarterly payment shall be due, but shall not relieve Developer of its obligation to make such quarterly payment. Furthermore, in the event that the Town adopts a semi-annual (or other) tax billing schedule, the billing schedule for payments under this Agreement shall, at the sole election of the Town, be adjusted by the Town to conform to such tax billing schedule.

3. Inventory. Attached hereto as Exhibit C is an itemized inventory of the equipment or personal property that is expected to be incorporated into the Project as of the Commencement Date (the "Inventory"), which inventory shall not include any buildings. The Parties understand, acknowledge and agree that the equipment and personal property actually installed for the Project may differ from that shown in Exhibit C. Therefore, upon completion of such installation, if the equipment and personal property incorporated into the Project differs from the property shown in Exhibit C, the Parties shall update the Inventory and replace Exhibit C with the updated Inventory.

The Developer will update the Inventory annually on or before January 1 of each year, and will provide such updated written Inventory to the Town on or before March 1 of each year, except

that if, in any year, there are no changes to the Inventory, Developer shall, on or before March 1, send written notice to the Town stating that there has been no change to the Inventory. Together with each such updated Inventory, the Developer will provide (i) a description of all additions, replacements, and permanent removals of equipment and personal property that have occurred since the preceding year (including any new or replacement equipment or personal property below the De Minimis Annual Amount, as defined in Section 4 below) and (ii) a separate itemized listing of the items of new and replacement equipment and personal property, including the items of new or replacement equipment or personal property falling within the De Minimis Annual Amount (as defined in Section 4) and the cost and fair market value of such property and equipment. Failure to include all personal property on any Inventory shall constitute a material breach of this Agreement by Developer, subject to the termination and cure provisions in Section 17(c).

The Town, its officers, employees, consultants and attorneys will have the right to inspect the Project at reasonable times, upon reasonable prior notice to Developer, to verify the Inventory and all updates thereto. During any such inspection, the Town's officers, employees, consultants and attorneys shall at all times comply with all reasonable safety procedures established by the Developer and provided in writing to the Town in advance of any site inspection. At its election, Developer may have Town accompanied by an employee or agent of Developer during any such inspection.

Within thirty (30) days following completion of as-built plans of the Project, Developer shall provide a copy of such plans to the Town.

4. Adjustments to Annual Payments. Adjustments to Annual Payments shall be made, if at all, only in accordance with this Paragraph:

- a. DC Nameplate Capacity Changes. If, as of the Commencement Date, the installed DC nameplate capacity of the Project is more or less than the DC Capacity set forth in Paragraph 1, the Annual Payments reflected in Exhibit B shall be increased (if more) or decreased (if less) by the unit price of \$7,500.00 per MW (DC) for each MW (or portion thereof) change in DC Capacity. If after the Commencement Date, as a result of the addition, replacement or enhancement of Project equipment, improvements or other property, the DC Capacity is increased, the Annual Payments shall be increased for each MW increase in DC Capacity.
- b. Notice of Commencement Date and Changes in Capacity. Within fourteen (14) days following the Commencement Date, Developer shall provide written notice to the Town certifying such date and the DC Capacity of the Project as installed as of that date. Within fourteen (14) days of the addition, replacement, or enhancement of Project equipment, improvements or other property resulting in a change to the DC Capacity, Developer shall provide written notice to the Town describing, in reasonable detail, the equipment, improvements or other property added, replaced, or enhanced; and the resulting change in DC Capacity.

5. Payment Collection. Interest at fourteen (14) percent per annum will accrue on overdue payments from the due date until payment is made by Developer. All rights and remedies

available to the Town for the collection of taxes shall apply to the payments in lieu of taxes hereunder, including, but not limited to, the rights and remedies provided in M.G.L. c. 59 and M.G.L. c. 60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. The provisions of the General Laws, including M.G.L. c. 59 and M.G.L. c. 60, will govern the collection of any payments in lieu of taxes provided for in this Agreement as though they were real and personal property taxes due and payable to the Town. If Developer fails to make payments due and payable hereunder and then also fails to cure such failures following written notice from the Town under Section 17(a) (Termination), and the Town undertakes collection efforts, Developer shall pay all reasonable costs of such efforts, including the Town's reasonable attorneys' fees.

6. Additional Information. The Developer shall promptly provide such other information as may be reasonably requested by the Town from time to time to determine and verify the existence, condition, cost and valuation of any and all equipment and personal property and any additions thereto incorporated into the Project. In addition to any other rights of inspection hereunder, the Town, its officers, employees, consultants and attorneys will have the right to periodically inspect the Project on reasonable notice to the Developer, provided that Developer may, at its election, have the Town accompanied by an employee or agent during any inspection. The Town, its officers, employees, consultants and attorneys shall also have the right to review and audit at its cost and expense (excluding payment of any costs incurred by Developer in cooperating with such review and audit) any and all documents in the possession of the Developer relating to this Agreement and the Project for the purposes, among others, of implementing this Agreement, and of confirming and verifying that the Developer has accurately updated the Inventory.

7. Successors and Assigns. This Agreement is binding upon and inures to the benefit of any and all successors and assigns of the Parties who take assignment of the whole or any party of this Agreement in accordance with the terms of this Agreement.

8. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project and the Property and applicable law, to the extent that such value is determinable as of the date of this Agreement, in accordance with M.G.L. c. 59, § 38H. Each Party was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this Agreement is fair and mutually beneficial because it reduces the likelihood of future disputes over real and personal property taxes, establishes tax and economic stability, and fixes and maintains mutually acceptable and reasonable payments in lieu of taxes for the Project and the Property. The Town acknowledges that this Agreement is beneficial because it will result in mutually acceptable, steady, predictable, and reasonable payments in lieu of taxes to the Town. The Developer acknowledges that this Agreement is beneficial because it ensures that there will be mutually acceptable, steady, predictable, and reasonable payments in lieu of taxes for the Project and the Property.

9. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by

certified mail, or reputable overnight delivery service, provided that any notice not sent in such manner shall, if received by the Party to whom it is addressed, be valid and deemed effective as of the date of receipt by such Party. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To: Syncarpha Puddon I, LLC
c/o Syncarpha Solar, LLC
250 West 57th Street, New York, New York 10107

To: Town of Northbridge
Attn: Gary Bechtholdt
Northbridge Town Planner
7 Main Street, Northbridge, Massachusetts 01588

To: Shasta Terra, LLC
c/o Syncarpha Solar, LLC
250 West 57th Street, New York, New York 10107

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Parties. Notice given by counsel to one or more Parties shall be effective as notice from the Party represented by such counsel.

10. Applicable Law. This Agreement will be governed and interpreted in accordance with the laws and regulations of the Commonwealth of Massachusetts, which are incorporated herein by reference. The Parties each consent to the jurisdiction of the Massachusetts courts, which shall have exclusive jurisdiction over any litigation arising under this Agreement, and applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including the interpretation or enforcement of this Agreement. Developer agrees that service of process may be effected on it by regular mail, return receipt requested, at the addresses indicated in Section 9, above, for Notices.

11. Good Faith. The Parties shall act in good faith to carry out and implement this Agreement and to resolve any disputes between them.

12. Force Majeure. The Parties recognize that there is the possibility during the term of this Agreement that all or a portion of the Property or Project may be damaged or destroyed or otherwise rendered unusable due to events beyond the control of either Party. These events are referred to as "Force Majeure." As used herein, Force Majeure includes, without limitation, the following events: (a) Acts of God including floods, hurricanes, earthquakes, fires or other natural calamity; or (b) Acts of War or other civil insurrection or terrorism.

In the event a Force Majeure occurs during the term of this Agreement rendering the Project unusable for the production of electricity for a period of more than ninety (90) consecutive days, then the Developer may, at its election, notify the Town of the existence of this condition, and of the Developer's decision whether it will rebuild (or make usable) the Project. If the Developer elects not to do so, then it may also notify the Town of its termination of this Agreement and the

Project and all real and personal property will thereafter be assessed and taxed as though this Agreement does not exist. Notwithstanding the foregoing and any Force Majeure, Developer shall continue to make all payments required under this Agreement without any reduction unless and until this Agreement is terminated, if at all, in accordance with this Section 12.

13. Covenants/Representations/Warranties of Developer and Property Owner.

a. Developer here by covenants, represents and warrants as follows:

i. During the term of the Agreement, except as expressly provided for herein the Developer will not do any of the following:

- 1) seek to invalidate this Agreement;
- 2) fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement.
- 3) seek, for any reason, an abatement or reduction of any of the amounts assessed in accordance with the terms of this Agreement, except as may be expressly provided herein;
- 4) convey by sale, lease or otherwise any interest it may have in the Project or Property, including without limitation a leasehold interest in the Property, to any tax-exempt entity or organization, including without limitation a charitable organization pursuant to M.G.L. c. 59, § 5 (Third), unless, in the Town's sole discretion, the entity or organization agrees to take assignment of and comply with all obligations set forth in this Agreement, or Developer pays to the Town, in a single lump sum, all remaining payments under this Agreement at a "net present value" amount reasonably satisfactory to the Town.

b. The Developer further represents and warrants:

i. It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign business entity, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.

ii. This Agreement constitutes the legal, valid and binding obligation of the Developer enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.

iii. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.

iv. None of the documents or information furnished by or on behalf of the Developer to the Town in connection with negotiation and execution of this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein, or omits any material fact necessary to ensure that the statements contained in this

Agreement or such documents or information are not false or misleading.

v. The person executing this Agreement on behalf of the Developer has the full power and authority to bind it to each and every provision of this Agreement.

vi. For the purpose of M.G.L. c. 59, § 38H(b), the Developer is a “generation company” or “wholesale generation company” as those terms are used and defined in M.G.L. c. 59, § 38H(b) and M.G.L. c. 164, § 1.

vii. Developer is not a “manufacturing corporation” or “limited liability company engaged in manufacturing” under M.G.L. c. 59, § 5(16)(3).

c. Property Owner covenants, represents and warrants:

i. It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign business entity, it is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.

ii. This Agreement constitutes the legal, valid and binding obligation of Property Owner enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors’ rights generally or by general equitable principles.

iii. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.

iv. The person executing this Agreement on behalf of Property Owner has the full power and authority to bind it to each and every provision of this Agreement.

v. The performance of Developer’s obligations under this Agreement will not violate or result in a breach or default of any agreement or instrument to which Property Owner is a party or to which Property Owner is otherwise bound.

vi. Property Owner is the owner of the fee interest in the Property, and has leased the Property in whole or in part to Developer for the installation, operation and maintenance of the Project.

vii. Property Owner will not, during the term of this Agreement, seek, for any reason, an abatement or reduction of any of the payments in lieu of taxes assessed in accordance with the terms of this Agreement, except as may be expressly provided herein.

14. Determination of Illegality. The Parties understand and agree that this Agreement shall be void and that no portion of this Agreement shall be enforceable, if (a) this Agreement, or any material portion of this Agreement, is determined or declared by a court having jurisdiction to be illegal, void, or unenforceable; or (b) the Developer is determined or declared by a court or agency having jurisdiction not a “generation company” or “wholesale generation company” as those terms are used and defined in M.G.L. c. 59, § 38H(b), and M.G.L. c. 164, § 1. In such event,

any payments previously made by Developer shall not be reimbursed to Developer and shall be, and remain, the property of the Town, and shall be deemed made in full satisfaction of the taxes in lieu of which they were made.

15. Subject to Approval. Notwithstanding anything to the contrary herein, this Agreement is subject to approval by the Town acting by a vote of its Town Meeting at Spring (2017) Town Meeting and Board of Selectmen.

16. No Other Application. Notwithstanding anything to the contrary herein, other than real and personal property taxes for the Project and Property for which the Developer makes payments of taxes under this Agreement, the Developer and/or Property Owner, as the case may be, shall pay, and this Agreement shall not apply to, any and all other fees, charges, assessments, taxes and betterments for which the Developer or the owner of the Property is responsible, including, but not limited to, taxes for personal property not included in the Project, and any real estate taxes for buildings or other things affixed to the Property and constituting real property under M.G.L. c. 59, § 2A(a); provided, however, that Developer and/or Property Owner may exercise any rights they have at law to request an abatement of the aforementioned fees, charges, assessments, taxes and betterments not included in this Agreement. In addition, the Property Owner shall be responsible to make and continue to make all real estate taxes for the Property up to and including the Commencement Date.

17. Termination by Town. Notwithstanding anything to the contrary in this Agreement, the Town may terminate this Agreement on thirty (30) days written notice to Developer if:

- a. The Developer fails to make timely payments required under this Agreement, unless such payment is received by the Town within the 30-day notice period with interest as stated in this Agreement, provided, however, that the Town may nonetheless terminate this Agreement if such failure occurs more than three times in any rolling 365-day period, even if each such failure is cured within the 30-day notice period;
- b. The Developer or the person(s) or entity(ies) that owns all of the ownership interests in Developer has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;
- c. The Developer otherwise materially breaches this Agreement, unless such breach is cured within the 30-day notice period, including payment to the Town of any damages arising from such breach, provided, however, that the Town may nonetheless terminate this Agreement if Developer materially breaches this Agreement more than three times in any rolling 365-day period, even if each such breach is cured within the 30-day notice period; and/or
- d. The Developer's representations set forth in Paragraph 13 were untrue, inaccurate, or incomplete in material respects at the time they were made.

18. Assignment by Developer.

a. Developer shall have the absolute right at any time and from time to time, without the Town's prior written consent or approval (but with prior written notice to Town) to (i) mortgage, encumber, hypothecate, or collaterally assign its right, title or interest under this Agreement to or (ii) enter into a sale-leaseback financing transaction with any financial institution or other person or entity that from time to time provides financing for some or all of the Property or the Project (such institution, person or entity, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns a "Financing Party"). Developer shall promptly provide the notice information of Financing Party when it becomes available to Developer. Upon, and as a condition precedent of, the exercise of its rights under clause (ii) of this section, Developer shall cure any and all defaults of this Agreement by Developer existing as of the date thereof.

b. Any Financing Party that holds an interest, lien or security interest in this Agreement solely for security purposes, shall have no obligation or liability under this Agreement for obligations of the Developer arising prior to the time such Financing Party forecloses on its collateral assignment of the Agreement and directly succeeds to the capacity of Developer hereunder, or otherwise assumes Developer's obligations hereunder.

c. Developer may otherwise assign, or otherwise transfer its right, title or interest under this Agreement at any time and from time to time, upon the express, advance written consent of the Town, whose consent or approval shall not unreasonably be withheld, to any Creditworthy person or entity. "Creditworthy" means a person or entity that has a net worth which equals or exceeds the net worth of Developer at the time of the proposed transfer or assignment. In the event Developer desires to effect an assignment or transfer under this Section 18(c), Developer shall send written notice to the Town not less than 30 days prior to the anticipated date of such transfer or assignment, which notice shall include the name, address and other contact information for the proposed assignee or transferee and detailed financial information regarding such person or entity. Upon, and as a condition precedent of, making any such assignment or transfer, Developer shall cure any and all defaults of this Agreement by Developer existing as of the date thereof. Notwithstanding the foregoing, by making any assignment, sale or transfer under Sections 18(a)(ii) or 18(c), Developer shall be deemed to have represented and warranted that the assignee or transferee has, at the time of the assignment or transfer, the financial ability to comply with all obligations under this Agreement.

d. All covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon the Parties, their permitted assigns and successors.

19. Payment of Town Costs. Upon execution of this Agreement and its ratification by Town Meeting, the Developer shall pay the Town by bank or certified check, or wire transfer, the lump-sum amount of \$5,000, representing payment of costs and expenses, including attorneys' fees, incurred by the Town in the negotiation of this Agreement.

20. Developer's federal tax identification number: 83-1607578.

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

[Signature Pages Follow]

DEVELOPER: SYNCARPHA PUDDON I, LLC

By: _____

Title: _____

Date: _____

TOWN: TOWN OF NORTHBRIDGE

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

PROPERTY OWNER: SHASTA TERRA, LLC

By: _____

Title: _____

Date: _____

THE PROPERTY

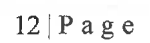


EXHIBIT B

ANNUAL PAYMENT SCHEDULE

Contract Year	System Size MW (DC)	Personal Property Tax Calculation		Real Property Tax Calculation	Personal + Real Property Tax	
		Annual Amount per MW (DC)	Annual Amount	Annual Amount	Annual Amount	Quarterly Payment
1	7.495	\$7,500	\$56,213	\$19,800	\$76,013	\$19,003
2	7.495	\$7,500	\$56,213	\$19,800	\$76,013	\$19,003
3	7.495	\$7,500	\$56,213	\$19,800	\$76,013	\$19,003
4	7.495	\$7,500	\$56,213	\$19,800	\$76,013	\$19,003
5	7.495	\$7,500	\$56,213	\$19,800	\$76,013	\$19,003
6	7.495	\$7,500	\$56,213	\$19,800	\$76,013	\$19,003
7	7.495	\$7,500	\$56,213	\$19,800	\$76,013	\$19,003
8	7.495	\$7,500	\$56,213	\$19,800	\$76,013	\$19,003
9	7.495	\$7,500	\$56,213	\$19,800	\$76,013	\$19,003
10	7.495	\$7,500	\$56,213	\$19,800	\$76,013	\$19,003
11	7.495	\$7,500	\$56,213	\$19,800	\$76,013	\$19,003
12	7.495	\$7,500	\$56,213	\$19,800	\$76,013	\$19,003
13	7.495	\$7,500	\$56,213	\$19,800	\$76,013	\$19,003
14	7.495	\$7,500	\$56,213	\$19,800	\$76,013	\$19,003
15	7.495	\$7,500	\$56,213	\$19,800	\$76,013	\$19,003
16	7.495	\$7,500	\$56,213	\$19,800	\$76,013	\$19,003
17	7.495	\$7,500	\$56,213	\$19,800	\$76,013	\$19,003
18	7.495	\$7,500	\$56,213	\$19,800	\$76,013	\$19,003
19	7.495	\$7,500	\$56,213	\$19,800	\$76,013	\$19,003
20	7.495	\$7,500	\$56,213	\$19,800	\$76,013	\$19,003

EXHIBIT C

INVENTORY

Town of Northbridge Assessors
7 Main Street
Whitinsville, MA 01588

Syncarpha Puddon I, LLC

Form of List – Fiscal Year 2020

B. MACHINERY

Own/ Other	Quantity	Description	Nature of Use	Manufacturer	Year of Manufacture	Year of Purchase	Purchase Price	Estimated Market Value
Own	21,726	Trina 72-cell Modules	Energy Generation	Trina	2019	2019	\$2,855,774	\$2,855,774
Own	905	TerraSmart Racking	Energy Generation	TerraSmart	2019	2019	\$1,069,784	\$1,069,784
Own	83	Sungrow 60kW String Inverters	Energy Generation	Sungrow	2019	2019	\$441,900	\$441,900
Own	4	Energy Storage System (Batteries, Inverters, & Transformer)	Energy Generation	BYD	2019	2019	\$2,590,640	\$2,590,640
Own	4	Transformers	Energy Generation	Cooper	2019	2019	\$147,300	\$147,300
Own	4	Medium & Low Voltage Switchgear	Energy Generation		2019	2019	\$220,950	\$220,950
Own	1	DAS	Energy Generation	AlsoEnergy	2019	2019	\$73,650	\$73,650

Subtotal Schedule B	\$7,399,998	\$7,399,998
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H.

PAYMENT IN LIEU OF REAL AND PERSONAL PROPERTY TAXES

between

THE TOWN OF NORTHBRIDGE, MASSACHUSETTS

and

SYNCARPHA PUDDON II, LLC

and

SHASTA TERRA, LLC

THIS AGREEMENT FOR PAYMENT IN LIEU OF REAL AND PERSONAL PROPERTY TAXES (this "Agreement") is made and entered into as of September 9, 2019 ("Effective Date") by and among (i) Syncarpha Puddon II, LLC (the "Developer"), a Delaware limited liability company having an address c/o Syncarpha Solar, LLC, 250 West 57th Street, New York, New York 10107, (ii) the Town of Northbridge, Massachusetts, a municipal corporation duly established by law and located in Worcester County, Massachusetts (the "Town"), and (iii) the Shasta Terra, LLC ("Property Owner"), a Delaware limited liability company having an address of c/o Syncarpha Solar, LLC, 250 West 57th Street, New York, New York 10107. The Developer, Property Owner, and the Town are also referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, the Developer plans to build and operate a metered, ground-mounted solar photovoltaic facility (the facility, hereinafter referred to as the "Project") with an estimated "nameplate capacity" of approximately 7.495 MW (DC), on an approximately 109+/- acres of land owned by Property Owner, and located at 160 Puddon Street, which land is shown on the Town of Northbridge Assessors' Maps as Map 27 Parcels 15, 16, 18, 20, 21, and 22, copies of which are attached hereto as Exhibit A (excluding any buildings and all things now or hereinafter affixed on such land and constituting real property under M.G.L. c. 59, § 2A(a), hereinafter referred to as the "Property");

WHEREAS, the Developer represents and warrants that it is a "generation company" or "wholesale generation company" as those terms are used and/or defined in M.G.L. c. 59, § 38H (b), and M.G.L. c. 164, § 1, and the Town relies on this representation and warranty in entering into this Agreement;

WHEREAS, it is the intention of the Parties that, in accordance with M.G.L. c. 59, § 38H (Acts of 1997 Chapter 164, Section 71(b), as amended) and the Massachusetts Department of Revenue regulations adopted in connection therewith, the Developer shall make annual payments to the Town for the term of this Agreement in lieu of real and personal property taxes for the Project and the Property;

WHEREAS, it has been determined that the Property is subject to real property taxes under M.G.L. c. 59, § 2B, and such taxes are included in the payments to be made by Developer under this Agreement;

WHEREAS, because both the Developer and the Town need an accurate projection of their respective expenses and revenues with respect to the Project and Property, the Parties believe that it is in their mutual best interests to enter into this Agreement for fixed payments that will be made with respect to all taxable real and/or personal property attributable to the Project for the full term of this Agreement;

WHEREAS, the Parties intend that, during the term of the Agreement, the Project shall be deemed personal property, and Developer will not be assessed for any statutory real and personal property taxes to which it might otherwise be subjected under M.G.L. c. 59 for the Project and Property, and that this Agreement will provide for the exclusive payments in lieu of such during the term hereof, provided, however, that the Parties do not intend for this Agreement to affect any other payments that the Developer or Property Owner is otherwise obligated to pay the Town,

including, but not limited to, real estate taxes for buildings or (other than the Project) other things now or hereinafter affixed to the Property and constituting real property under M.G.L. c. 59, § 2A(a);

WHEREAS, the Town is authorized to enter into this Agreement with the Developer and Landowner, provided that the payments of real and personal property taxes over the term of the Agreement are reasonably expected, as they are so expected, to approximate the tax payments that would otherwise be determined under M.G.L. c. 59 based on full and fair cash value; and

WHEREAS, the Parties have reached this Agreement after good faith negotiations.

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Payment of Real and Personal Property Taxes. The Developer, on behalf of itself and the Property Owner, agrees to make annual payments to the Town for real and personal property taxes for the Project and Property for a period of twenty (20) consecutive years. Payments shall commence with the fiscal year (July 1 – June 30) immediately following the first date on which the Project achieves commercial operation and is delivering power to the electrical distribution system (the "Commencement Date"). Each annual payment will be in the amount set forth in the schedule attached to this Agreement as Exhibit B (each an "Annual Payment") and are subject to adjustment as described in Sections 3 and 4. Each Annual Payment will be paid in four (4) equal quarterly payments made on February 1, May 1, August 1 and November 1 of each fiscal year.

2. On or before January 1, April 1, July 1 and October 1 of each year, the Town shall deliver a quarterly bill to the Developer indicating the specific amount of the quarterly payment due on February 1, May 1, August 1 and November 1 of that fiscal year, respectively. In each such bill, the Town shall include the amount of any adjustment on account of the addition, replacement or permanent removal, if any, of equipment or personal property; provided, however, that any failure of the Town to provide any such bill in the required timeframe shall extend on a day-for-day basis the date on which the applicable quarterly payment shall be due, but shall not relieve Developer of its obligation to make such quarterly payment. Furthermore, in the event that the Town adopts a semi-annual (or other) tax billing schedule, the billing schedule for payments under this Agreement shall, at the sole election of the Town, be adjusted by the Town to conform to such tax billing schedule.

3. Inventory. Attached hereto as Exhibit C is an itemized inventory of the equipment or personal property that is expected to be incorporated into the Project as of the Commencement Date (the "Inventory"), which inventory shall not include any buildings. The Parties understand, acknowledge and agree that the equipment and personal property actually installed for the Project may differ from that shown in Exhibit C. Therefore, upon completion of such installation, if the equipment and personal property incorporated into the Project differs from the property shown in Exhibit C, the Parties shall update the Inventory and replace Exhibit C with the updated Inventory.

The Developer will update the Inventory annually on or before January 1 of each year, and will provide such updated written Inventory to the Town on or before March 1 of each year, except

that if, in any year, there are no changes to the Inventory, Developer shall, on or before March 1, send written notice to the Town stating that there has been no change to the Inventory. Together with each such updated Inventory, the Developer will provide (i) a description of all additions, replacements, and permanent removals of equipment and personal property that have occurred since the preceding year (including any new or replacement equipment or personal property below the De Minimis Annual Amount, as defined in Section 4 below) and (ii) a separate itemized listing of the items of new and replacement equipment and personal property, including the items of new or replacement equipment or personal property falling within the De Minimis Annual Amount (as defined in Section 4) and the cost and fair market value of such property and equipment. Failure to include all personal property on any Inventory shall constitute a material breach of this Agreement by Developer, subject to the termination and cure provisions in Section 17(c).

The Town, its officers, employees, consultants and attorneys will have the right to inspect the Project at reasonable times, upon reasonable prior notice to Developer, to verify the Inventory and all updates thereto. During any such inspection, the Town's officers, employees, consultants and attorneys shall at all times comply with all reasonable safety procedures established by the Developer and provided in writing to the Town in advance of any site inspection. At its election, Developer may have Town accompanied by an employee or agent of Developer during any such inspection.

Within thirty (30) days following completion of as-built plans of the Project, Developer shall provide a copy of such plans to the Town.

4. Adjustments to Annual Payments. Adjustments to Annual Payments shall be made, if at all, only in accordance with this Paragraph:

- a. DC Nameplate Capacity Changes. If, as of the Commencement Date, the installed DC nameplate capacity of the Project is more or less than the DC Capacity set forth in Paragraph 1, the Annual Payments reflected in Exhibit B shall be increased (if more) or decreased (if less) by the unit price of \$7,500.00 per MW (DC) for each MW (or portion thereof) change in DC Capacity. If after the Commencement Date, as a result of the addition, replacement or enhancement of Project equipment, improvements or other property, the DC Capacity is increased, the Annual Payments shall be increased for each MW increase in DC Capacity.
- b. Notice of Commencement Date and Changes in Capacity. Within fourteen (14) days following the Commencement Date, Developer shall provide written notice to the Town certifying such date and the DC Capacity of the Project as installed as of that date. Within fourteen (14) days of the addition, replacement, or enhancement of Project equipment, improvements or other property resulting in a change to the DC Capacity, Developer shall provide written notice to the Town describing, in reasonable detail, the equipment, improvements or other property added, replaced, or enhanced; and the resulting change in DC Capacity.

5. Payment Collection. Interest at fourteen (14) percent per annum will accrue on overdue payments from the due date until payment is made by Developer. All rights and remedies

available to the Town for the collection of taxes shall apply to the payments in lieu of taxes hereunder, including, but not limited to, the rights and remedies provided in M.G.L. c. 59 and M.G.L. c. 60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. The provisions of the General Laws, including M.G.L. c. 59 and M.G.L. c. 60, will govern the collection of any payments in lieu of taxes provided for in this Agreement as though they were real and personal property taxes due and payable to the Town. If Developer fails to make payments due and payable hereunder and then also fails to cure such failures following written notice from the Town under Section 17(a) (Termination), and the Town undertakes collection efforts, Developer shall pay all reasonable costs of such efforts, including the Town's reasonable attorneys' fees.

6. Additional Information. The Developer shall promptly provide such other information as may be reasonably requested by the Town from time to time to determine and verify the existence, condition, cost and valuation of any and all equipment and personal property and any additions thereto incorporated into the Project. In addition to any other rights of inspection hereunder, the Town, its officers, employees, consultants and attorneys will have the right to periodically inspect the Project on reasonable notice to the Developer, provided that Developer may, at its election, have the Town accompanied by an employee or agent during any inspection. The Town, its officers, employees, consultants and attorneys shall also have the right to review and audit at its cost and expense (excluding payment of any costs incurred by Developer in cooperating with such review and audit) any and all documents in the possession of the Developer relating to this Agreement and the Project for the purposes, among others, of implementing this Agreement, and of confirming and verifying that the Developer has accurately updated the Inventory.

7. Successors and Assigns. This Agreement is binding upon and inures to the benefit of any and all successors and assigns of the Parties who take assignment of the whole or any party of this Agreement in accordance with the terms of this Agreement.

8. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project and the Property and applicable law, to the extent that such value is determinable as of the date of this Agreement, in accordance with M.G.L. c. 59, § 38H. Each Party was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this Agreement is fair and mutually beneficial because it reduces the likelihood of future disputes over real and personal property taxes, establishes tax and economic stability, and fixes and maintains mutually acceptable and reasonable payments in lieu of taxes for the Project and the Property. The Town acknowledges that this Agreement is beneficial because it will result in mutually acceptable, steady, predictable, and reasonable payments in lieu of taxes to the Town. The Developer acknowledges that this Agreement is beneficial because it ensures that there will be mutually acceptable, steady, predictable, and reasonable payments in lieu of taxes for the Project and the Property.

9. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by

certified mail, or reputable overnight delivery service, provided that any notice not sent in such manner shall, if received by the Party to whom it is addressed, be valid and deemed effective as of the date of receipt by such Party. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To: Syncarpha Puddon II, LLC
c/o Syncarpha Solar, LLC
250 West 57th Street, New York, New York 10107

To: Town of Northbridge
Attn: Gary Bechtholdt
Northbridge Town Planner
7 Main Street, Northbridge, Massachusetts 01588

To: Shasta Terra, LLC
c/o Syncarpha Solar, LLC
250 West 57th Street, New York, New York 10107

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Parties. Notice given by counsel to one or more Parties shall be effective as notice from the Party represented by such counsel.

10. Applicable Law. This Agreement will be governed and interpreted in accordance with the laws and regulations of the Commonwealth of Massachusetts, which are incorporated herein by reference. The Parties each consent to the jurisdiction of the Massachusetts courts, which shall have exclusive jurisdiction over any litigation arising under this Agreement, and applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including the interpretation or enforcement of this Agreement. Developer agrees that service of process may be effected on it by regular mail, return receipt requested, at the addresses indicated in Section 9, above, for Notices.

11. Good Faith. The Parties shall act in good faith to carry out and implement this Agreement and to resolve any disputes between them.

12. Force Majeure. The Parties recognize that there is the possibility during the term of this Agreement that all or a portion of the Property or Project may be damaged or destroyed or otherwise rendered unusable due to events beyond the control of either Party. These events are referred to as "Force Majeure." As used herein, Force Majeure includes, without limitation, the following events: (a) Acts of God including floods, hurricanes, earthquakes, fires or other natural calamity; or (b) Acts of War or other civil insurrection or terrorism.

In the event a Force Majeure occurs during the term of this Agreement rendering the Project unusable for the production of electricity for a period of more than ninety (90) consecutive days, then the Developer may, at its election, notify the Town of the existence of this condition, and of the Developer's decision whether it will rebuild (or make usable) the Project. If the Developer elects not to do so, then it may also notify the Town of its termination of this Agreement and the

Project and all real and personal property will thereafter be assessed and taxed as though this Agreement does not exist. Notwithstanding the foregoing and any Force Majeure, Developer shall continue to make all payments required under this Agreement without any reduction unless and until this Agreement is terminated, if at all, in accordance with this Section 12.

13. Covenants/Representations/Warranties of Developer and Property Owner.

a. Developer here by covenants, represents and warrants as follows:

i. During the term of the Agreement, except as expressly provided for herein the Developer will not do any of the following:

- 1) seek to invalidate this Agreement;
- 2) fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement.
- 3) seek, for any reason, an abatement or reduction of any of the amounts assessed in accordance with the terms of this Agreement, except as may be expressly provided herein;
- 4) convey by sale, lease or otherwise any interest it may have in the Project or Property, including without limitation a leasehold interest in the Property, to any tax-exempt entity or organization, including without limitation a charitable organization pursuant to M.G.L. c. 59, § 5 (Third), unless, in the Town's sole discretion, the entity or organization agrees to take assignment of and comply with all obligations set forth in this Agreement, or Developer pays to the Town, in a single lump sum, all remaining payments under this Agreement at a "net present value" amount reasonably satisfactory to the Town.

b. The Developer further represents and warrants:

i. It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign business entity, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.

ii. This Agreement constitutes the legal, valid and binding obligation of the Developer enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.

iii. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.

iv. None of the documents or information furnished by or on behalf of the Developer to the Town in connection with negotiation and execution of this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein, or omits any material fact necessary to ensure that the statements contained in this

Agreement or such documents or information are not false or misleading.

v. The person executing this Agreement on behalf of the Developer has the full power and authority to bind it to each and every provision of this Agreement.

vi. For the purpose of M.G.L. c. 59, § 38H(b), the Developer is a “generation company” or “wholesale generation company” as those terms are used and defined in M.G.L. c. 59, § 38H(b) and M.G.L. c. 164, § 1.

vii. Developer is not a “manufacturing corporation” or “limited liability company engaged in manufacturing” under M.G.L. c. 59, § 5(16)(3).

c. Property Owner covenants, represents and warrants:

i. It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign business entity, it is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.

ii. This Agreement constitutes the legal, valid and binding obligation of Property Owner enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors’ rights generally or by general equitable principles.

iii. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.

iv. The person executing this Agreement on behalf of Property Owner has the full power and authority to bind it to each and every provision of this Agreement.

v. The performance of Developer’s obligations under this Agreement will not violate or result in a breach or default of any agreement or instrument to which Property Owner is a party or to which Property Owner is otherwise bound.

vi. Property Owner is the owner of the fee interest in the Property, and has leased the Property in whole or in part to Developer for the installation, operation and maintenance of the Project.

vii. Property Owner will not, during the term of this Agreement, seek, for any reason, an abatement or reduction of any of the payments in lieu of taxes assessed in accordance with the terms of this Agreement, except as may be expressly provided herein.

14. Determination of Illegality. The Parties understand and agree that this Agreement shall be void and that no portion of this Agreement shall be enforceable, if (a) this Agreement, or any material portion of this Agreement, is determined or declared by a court having jurisdiction to be illegal, void, or unenforceable; or (b) the Developer is determined or declared by a court or agency having jurisdiction not a “generation company” or “wholesale generation company” as those terms are used and defined in M.G.L. c. 59, § 38H(b), and M.G.L. c. 164, § 1. In such event,

any payments previously made by Developer shall not be reimbursed to Developer and shall be, and remain, the property of the Town, and shall be deemed made in full satisfaction of the taxes in lieu of which they were made.

15. Subject to Approval. Notwithstanding anything to the contrary herein, this Agreement is subject to approval by the Town acting by a vote of its Town Meeting at Spring (2017) Town Meeting and Board of Selectmen.

16. No Other Application. Notwithstanding anything to the contrary herein, other than real and personal property taxes for the Project and Property for which the Developer makes payments of taxes under this Agreement, the Developer and/or Property Owner, as the case may be, shall pay, and this Agreement shall not apply to, any and all other fees, charges, assessments, taxes and betterments for which the Developer or the owner of the Property is responsible, including, but not limited to, taxes for personal property not included in the Project, and any real estate taxes for buildings or other things affixed to the Property and constituting real property under M.G.L. c. 59, § 2A(a); provided, however, that Developer and/or Property Owner may exercise any rights they have at law to request an abatement of the aforementioned fees, charges, assessments, taxes and betterments not included in this Agreement. In addition, the Property Owner shall be responsible to make and continue to make all real estate taxes for the Property up to and including the Commencement Date.

17. Termination by Town. Notwithstanding anything to the contrary in this Agreement, the Town may terminate this Agreement on thirty (30) days written notice to Developer if:

- a. The Developer fails to make timely payments required under this Agreement, unless such payment is received by the Town within the 30-day notice period with interest as stated in this Agreement, provided, however, that the Town may nonetheless terminate this Agreement if such failure occurs more than three times in any rolling 365-day period, even if each such failure is cured within the 30-day notice period;
- b. The Developer or the person(s) or entity(ies) that owns all of the ownership interests in Developer has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;
- c. The Developer otherwise materially breaches this Agreement, unless such breach is cured within the 30-day notice period, including payment to the Town of any damages arising from such breach, provided, however, that the Town may nonetheless terminate this Agreement if Developer materially breaches this Agreement more than three times in any rolling 365-day period, even if each such breach is cured within the 30-day notice period; and/or
- d. The Developer's representations set forth in Paragraph 13 were untrue, inaccurate, or incomplete in material respects at the time they were made.

18. Assignment by Developer.

a. Developer shall have the absolute right at any time and from time to time, without the Town's prior written consent or approval (but with prior written notice to Town) to (i) mortgage, encumber, hypothecate, or collaterally assign its right, title or interest under this Agreement to or (ii) enter into a sale-leaseback financing transaction with any financial institution or other person or entity that from time to time provides financing for some or all of the Property or the Project (such institution, person or entity, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns a "Financing Party"). Developer shall promptly provide the notice information of Financing Party when it becomes available to Developer. Upon, and as a condition precedent of, the exercise of its rights under clause (ii) of this section, Developer shall cure any and all defaults of this Agreement by Developer existing as of the date thereof.

b. Any Financing Party that holds an interest, lien or security interest in this Agreement solely for security purposes, shall have no obligation or liability under this Agreement for obligations of the Developer arising prior to the time such Financing Party forecloses on its collateral assignment of the Agreement and directly succeeds to the capacity of Developer hereunder, or otherwise assumes Developer's obligations hereunder.

c. Developer may otherwise assign, or otherwise transfer its right, title or interest under this Agreement at any time and from time to time, upon the express, advance written consent of the Town, whose consent or approval shall not unreasonably be withheld, to any Creditworthy person or entity. "Creditworthy" means a person or entity that has a net worth which equals or exceeds the net worth of Developer at the time of the proposed transfer or assignment. In the event Developer desires to effect an assignment or transfer under this Section 18(c), Developer shall send written notice to the Town not less than 30 days prior to the anticipated date of such transfer or assignment, which notice shall include the name, address and other contact information for the proposed assignee or transferee and detailed financial information regarding such person or entity. Upon, and as a condition precedent of, making any such assignment or transfer, Developer shall cure any and all defaults of this Agreement by Developer existing as of the date thereof. Notwithstanding the foregoing, by making any assignment, sale or transfer under Sections 18(a)(ii) or 18(c), Developer shall be deemed to have represented and warranted that the assignee or transferee has, at the time of the assignment or transfer, the financial ability to comply with all obligations under this Agreement.

d. All covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon the Parties, their permitted assigns and successors.

19. Payment of Town Costs. Upon execution of this Agreement and its ratification by Town Meeting, the Developer shall pay the Town by bank or certified check, or wire transfer, the lump-sum amount of \$5,000, representing payment of costs and expenses, including attorneys' fees, incurred by the Town in the negotiation of this Agreement.

20. Developer's federal tax identification number: 83-1629009.

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

[Signature Pages Follow]

DEVELOPER: SYNCARPHA PUDDON II, LLC

By: _____

Title: _____

Date: _____

TOWN: TOWN OF NORTHBRIDGE

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

PROPERTY OWNER: SHASTA TERRA, LLC

By: _____

Title: _____

Date: _____

EXHIBIT A

THE PROPERTY

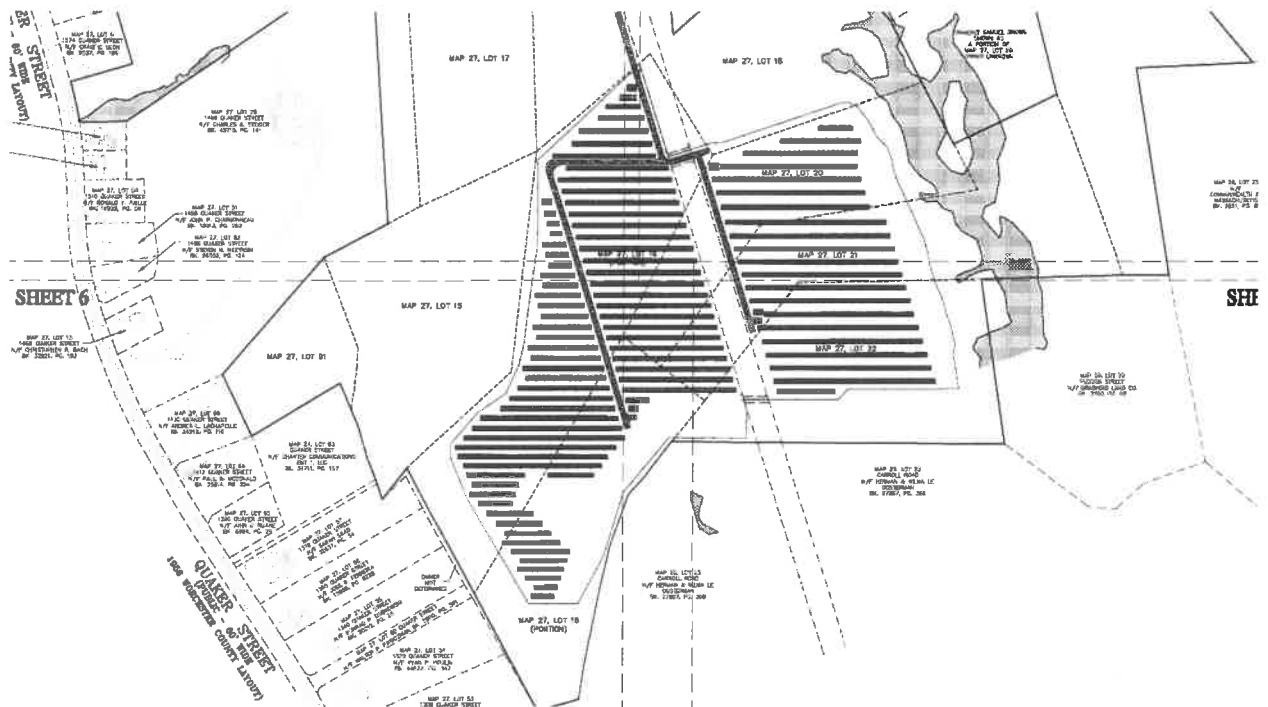


EXHIBIT B

ANNUAL PAYMENT SCHEDULE

Contract Year	System Size MW (DC)	Personal Property Tax Calculation		Real Property Tax Calculation	Personal + Real Property Tax	
		Annual Amount per MW (DC)	Annual Amount	Annual Amount	Annual Amount	Quarterly Payment
1	7.495	\$7,500	\$56,213	\$18,100	\$74,313	\$18,578
2	7.495	\$7,500	\$56,213	\$18,100	\$74,313	\$18,578
3	7.495	\$7,500	\$56,213	\$18,100	\$74,313	\$18,578
4	7.495	\$7,500	\$56,213	\$18,100	\$74,313	\$18,578
5	7.495	\$7,500	\$56,213	\$18,100	\$74,313	\$18,578
6	7.495	\$7,500	\$56,213	\$18,100	\$74,313	\$18,578
7	7.495	\$7,500	\$56,213	\$18,100	\$74,313	\$18,578
8	7.495	\$7,500	\$56,213	\$18,100	\$74,313	\$18,578
9	7.495	\$7,500	\$56,213	\$18,100	\$74,313	\$18,578
10	7.495	\$7,500	\$56,213	\$18,100	\$74,313	\$18,578
11	7.495	\$7,500	\$56,213	\$18,100	\$74,313	\$18,578
12	7.495	\$7,500	\$56,213	\$18,100	\$74,313	\$18,578
13	7.495	\$7,500	\$56,213	\$18,100	\$74,313	\$18,578
14	7.495	\$7,500	\$56,213	\$18,100	\$74,313	\$18,578
15	7.495	\$7,500	\$56,213	\$18,100	\$74,313	\$18,578
16	7.495	\$7,500	\$56,213	\$18,100	\$74,313	\$18,578
17	7.495	\$7,500	\$56,213	\$18,100	\$74,313	\$18,578
18	7.495	\$7,500	\$56,213	\$18,100	\$74,313	\$18,578
19	7.495	\$7,500	\$56,213	\$18,100	\$74,313	\$18,578
20	7.495	\$7,500	\$56,213	\$18,100	\$74,313	\$18,578

EXHIBIT C

INVENTORY

Town of Northbridge Assessors
7 Main Street
Whitinsville, MA 01588

Syncarpha Puddon II, LLC

Form of List – Fiscal Year 2020

B. MACHINERY

Own/ Other	Quantity	Description	Nature of Use	Manufacturer	Year of Manufacture	Year of Purchase	Purchase Price	Estimated Market Value
Own	21,726	Trina 72-cell Modules	Energy Generation	Trina	2019	2019	\$2,855,774	\$2,855,774
Own	905	TerraSmart Racking	Energy Generation	TerraSmart	2019	2019	\$1,069,784	\$1,069,784
Own	83	Sungrow 60kW String Inverters	Energy Generation	Sungrow	2019	2019	\$441,900	\$441,900
Own	4	Energy Storage System (Batteries, Inverters, & Transformer)	Energy Generation	BYD	2019	2019	\$2,590,640	\$2,590,640
Own	4	Transformers	Energy Generation	Cooper	2019	2019	\$147,300	\$147,300
Own	4	Medium & Low Voltage Switchgear	Energy Generation		2019	2019	\$220,950	\$220,950
Own	1	DAS	Energy Generation	AlsoEnergy	2019	2019	\$73,650	\$73,650

Subtotal Schedule B	\$7,399,998	\$7,399,998
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I.

**BOARD OF SELECTMEN'S MEETING
SEPTEMBER 23, 2019**

TOWN MANAGER EVALUATION – CUMULATIVE SCORE SHEET

1) Budgetary/Financial administration	4.8
2) Personnel Administration	4.2
3) Public Relations	4.6
4) Interaction with the Board	4.8
5) Employee and Labor Relations	4.2
6) Staff Development	4.2
7) Intergovernmental	4.0
8) Goal/Performance Attainment	4.4

**OVERALL PERFORMANCE REVIEW SCORE: 4.4
(ALL CATEGORIES)**



WALTER J. WARCHOL
CHIEF OF POLICE

TOWN OF NORTHBRIDGE
DEPARTMENT OF POLICE

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



TIMOTHY LABRIE
LIEUTENANT

To: Mr. Adam Gaudette, Town Manager
From: Walter J. Warchol, Chief of Police
Subject: Assessment Center for the rank of Chief of Police & Lieutenant
Date: July 25, 2019

I am requesting the Town of Northbridge administer a promotional examination for the rank of Chief of Police and Lieutenant in November 2019. Chief Warchol is eligible to retire at any time with a 90 day notice to the town. According to MGL Chapter 32B section 1 and Chapter 415 of the Acts of 1987, Chief Warchol is required to retire from his position on August 31, 2021.

The Northbridge Police Department has qualified personnel to fill both positions and I am recommending that the selection of the Chief of Police be selected from the ranks of the Northbridge Police Department.

The Northbridge Police Department is governed by the MA Civil Service system which places the town under state oversight in the hiring and promoting of police officers. Civil service consists of the Human Resources Division which conducts entrance and promotional examinations for police departments. Since 1954, the Northbridge Police Department was required to use the standard Civil Service multiple choice examinations to establish an eligible list for promotions from patrolman to the chief of police.

Several years ago, the MA Chiefs of Police requested that civil service allow police and fire departments to use Assessment Centers to rank qualified candidates for promotion to the various ranks especially for the rank of police and fire chief. Assessment centers for police promotions are approved and follow the guidelines set by Civil Service and the MA Department of Human Resources.

Assessment Centers are defined by the MA Department of Human Resources as follows: Assessment Centers are a series of exercises designed to test how well a candidate would perform in a job, using simulations and role players to replicate real, on-the-job situations. Candidates are evaluated on qualities such as Leadership, Decision-Making, Interpersonal Skills, and Written and Oral Communication. These aspects of individual candidates cannot be measured using the multiple-choice written exam. As these qualities are important to job performance, especially as the tested rank increases up to Chief.

The Town of Northbridge used an assessment center to select its new fire chief. In April 2019, the police department used an assessment center to select a candidate for promotion to the rank of sergeant. Both assessment centers were conducted by MMA Consulting Group. I am proposing that we use the MMA Consulting Group to administer the assessment center for the

promotions to the rank of Chief of Police and Lieutenant. I am attaching an overview from MMA Consulting Group of how an assessment center is conducted.

By conducting an assessment center in November of 2019, civil service should establish an eligible list of candidates for promotion to the rank of Chief of Police and Lieutenant by January 2020. Civil service promotion lists are in effect for two (2) years from the date the list was established which is well after Chief Warchol's mandatory retirement date.

Establishing a certified promotion list of eligible candidates for the rank of chief of police and lieutenant would allow the current police chief and lieutenant to progressively train potential candidates in management skills and duties allowing subordinates to gain hands on practical experience in roles usually delegated to the police chief and lieutenant. This will ensure that the department will have personnel ready to assume their new positions creating a seamless transition when Chief Warchol retires.

I have attached an overview from MMA Consulting Group on Evaluating Management and Administrative Competencies involving Assessment Centers, an estimated timetable for the Police Chief and Police Lieutenant Assessment Centers and the MA Department of Human Resources Assessment Center Process.

MMA CONSULTING GROUP, INC. ASSESSMENT CENTERS

EVALUATING MANAGEMENT AND ADMINISTRATIVE COMPETENCIES

OVERVIEW

An Assessment Center evaluates the management and administrative competencies of supervisors, managers, and executives. In an Assessment Center, candidates participate in a series of exercises and are then evaluated on their *performance* in each exercise, using a series of predetermined criteria, often called competencies. Assessment Centers evaluate specific competencies, including leadership, supervisory skills, communication (oral or written), decision-making, problem analysis, judgment, reasoning, technical competence, planning and administration, strategic thinking, persuasion/negotiation, counseling, organizational awareness, situational awareness, conflict management, and human relations/interpersonal skills.

The Assessment Center process and method have a long history of research and documentation to support the underlying framework. Thus, to conduct a valid Assessment Center, it is important that the consultant follow the *Guidelines and Ethical Considerations for Assessment Center Operations*, endorsed by the 38th International Congress on Assessment Center Methods (2014). These guidelines define the standards which must be followed in the development of an Assessment Center.

MMA Consulting Group, Inc. (MMACG) has designed and administered Assessment Centers for all ranks in fire and police departments ranging in size from ten to more than 500 personnel. We have conducted Assessment Centers for other management and supervisory positions, such as Emergency Communication Director, Building Commissioner, IT Director, Public Works Manager/Supervisor, and Town Manager/Administrator.

ASSESSMENT CENTER PARTICIPANTS

- *Exercise coordinators* develop and administer the exercises and ensure fair treatment of all candidates.
- *Candidates* participate in the Assessment Center and are subject to the evaluation process.
- *Assessors* are selected to evaluate the performance of the candidates. Three, or more, assessors evaluate the candidates in an Assessment Center. MMA Consulting Group, Inc., uses two or more panels based on the number of candidates.

- *Role players* are employed to play certain parts in the exercises. Role players are provided with a script and a back story to ensure consistency.
- *Representatives of the municipality* may observe the Assessment Center process.

ASSESSMENT CENTER EXERCISE STRUCTURE AND EVALUATION

Each Assessment Center exercise is designed to evaluate four to six competencies (skills, abilities, or behavioral dimensions). The criteria for each exercise differ, but some criteria overlap from exercise to exercise. Each exercise presents candidate instructions, assessors instructions, response guidelines, and an evaluation framework.

ASSESSMENT CENTER EXERCISES

There are a number of possible Assessment Center exercises. The type of exercise and its complexity are a function of the position for which the Assessment Center is undertaken. Exercises are constructed to reflect the rank and level of authority of the position which is the subject of the test. The exercise design depends on the competencies that are tested. An Assessment Center is likely to include some of the following exercises:

- Program Planning Exercise (a two-part exercise)
- In-Basket Exercise (may be a two-part exercise)
- In-Tray Exercise (a two-part exercise, variation of an In-basket Exercise)
- Employee Interview/Counseling Exercise
- Citizen Meeting Exercise
- Department Personnel Meeting Exercise
- Tactical/Incident Management Exercise
- Structured Oral Interview Exercise
- Situation Response Exercise
- Community/Group Meeting Exercise
- Media or Press Conference Exercise
- Training Presentation Exercise
- Labor-Management Exercise
- Leaderless Group Exercise (assigned or unassigned roles)
- Public Presentation Exercise

The following provides more details on some Assessment Center exercises:

PROGRAM PLANNING EXERCISE (a two-part exercise) - A Program Planning Exercise is designed to test management and planning abilities. This is a two-part exercise in which the candidate must draft a memorandum on a significant issue and make a presentation to a committee, such as a finance committee. Often, a brief memorandum

must be prepared overnight. The memorandum must be reviewed by assessors prior to the committee meeting. The subject matter of the exercise can vary; some examples include budget planning or reduction, sick leave/injury leave control efforts, development of a plan to consolidate communications, and regional issues. This exercise may also be constructed as an oral presentation only.

IN-BASKET EXERCISE (often a two-part exercise) - This is a written exercise which is designed to test planning and decision-making skills. (Other skills can be tested.) MMA Consulting Group, Inc., has a proprietary system which uses a 15, 18, or 20-item in-basket designed to evaluate decision-making, problem analysis, planning and evaluating, and written/oral communication. The In-basket Exercise may be a two-part exercise: the in-basket and an in-basket interview. The in-basket is composed of a detailed scenario, a staff roster/organization chart (similar to, but not the same as, the municipality's), and a series of letters, memoranda, e-mails, reports, and messages. There is a pre-established answer key, and a framework which requires consensus evaluation. A 15-item in-basket will require 90 minutes to complete.

IN-TRAY EXERCISE (two-part exercise) - This is a variation of the In-basket Exercise and typically includes six to eight items, followed by a designed structured interview process. The written component may be administered electronically, or it may be administered in a paper format.

EMPLOYEE OR CITIZEN INTERVIEW EXERCISE - The candidate interviews an employee or citizen (role player) who has a problem which is likely to be ambiguous and difficult to solve. The exercise could involve multiple interviews, such as interviews with a non-performing employee and a supervisor who failed to work with the non-performing employee, or an interview with an employee regarding a citizen complaint.

DEPARTMENT PERSONNEL MEETING EXERCISE - In this type of exercise, a candidate is required to conduct a meeting with several personnel. In a union environment, administrative issues are linked to union-related concerns.

STRUCTURED ORAL INTERVIEW EXERCISE - A Structured Oral Interview is an interview in which the panel of assessors asks a series of specifically defined predetermined questions. There are written answer guidelines and parameters for follow-up questions. Questions include typical interview questions and scenario-based items.

SITUATION RESPONSE EXERCISE - This process is designed to present a candidate with situations which require analysis. Complex issues or relationships might be presented.

CITIZENS' GROUP OR COMMUNITY MEETING EXERCISE - This type of exercise is intended to be similar to typical meetings that department heads may have with the public. Meetings can be with specific neighborhood groups, special interest groups, or community-wide groups. MMA Consulting Group, Inc., defines the nature of the committee, assigns roles to "committee members," and may write a general script for the committee. Examples include meeting with several business leaders, or a meeting to discuss the department's handling of a recent emergency incident.

MEDIA OR PRESS CONFERENCE EXERCISE - MMA Consulting Group, Inc., has developed several types of media exercises. In one type of media exercise, the candidate is provided with a scenario in which he or she has a brief period of time to make a presentation to several members of the media. The candidate may be provided with an incident report and other facts. The media is represented by role players, who are provided with a general script and instructions.

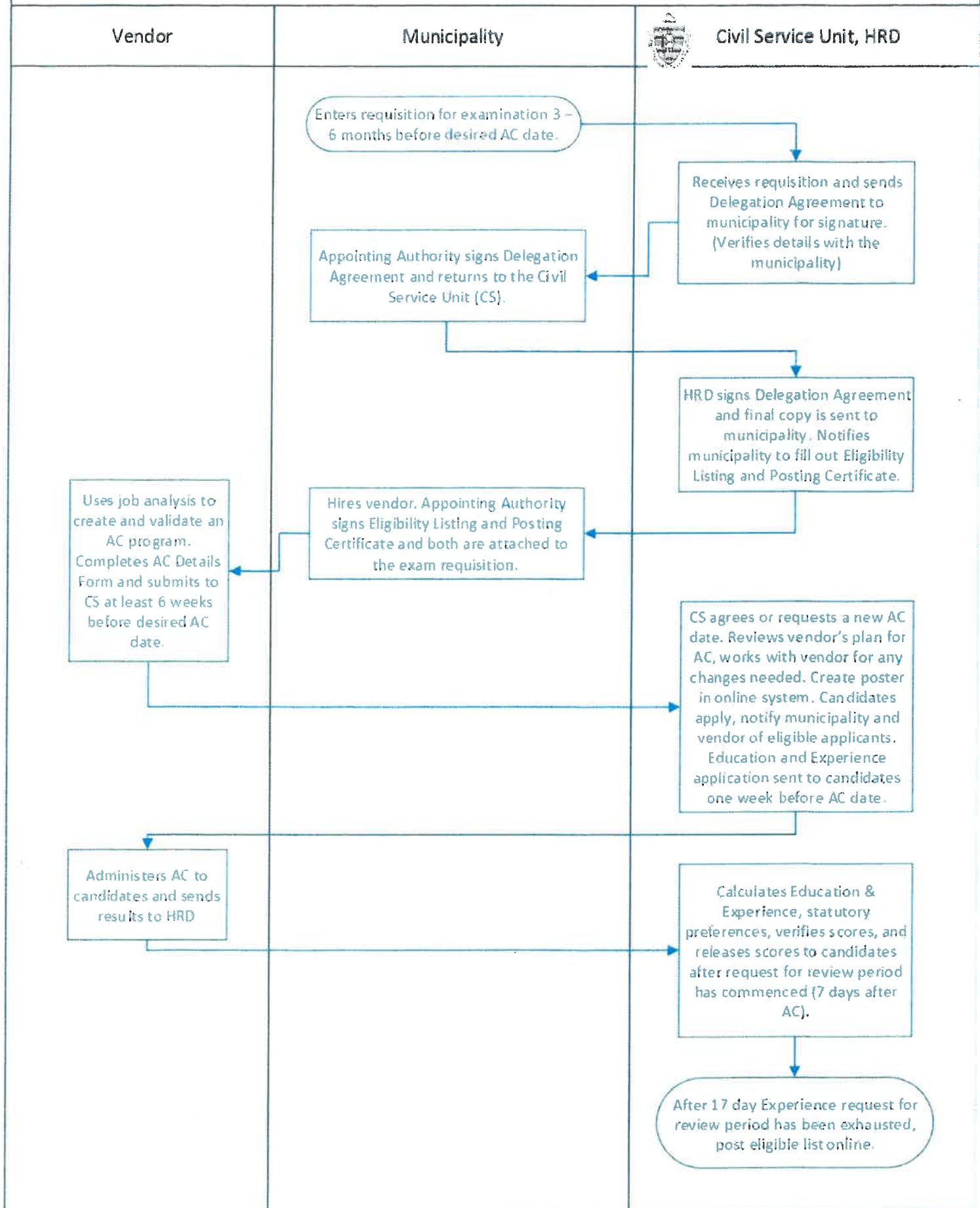
NORTHBRIDGE POLICE CHIEF AND POLICE LIEUTENANT ASSESSMENT CENTERS
ESTIMATED TIMETABLE*

NUMBER	TASK	APPROXIMATE DATE
1	Town requests Delegation Agreement from HRD. Town applies on-line.	Early August
2	Town receives Delegation Agreement from HRD.	Mid-August
3	<i>Consultant collects information on the Police Department. Consultant meets with Town Manager and Police Chief.</i>	<i>Mid-August to early September</i>
4	<i>Consultant conducts orientation session for candidates.</i>	<i>Mid-September</i>
5	<i>Consultant completes job summaries for Chief and Lieutenant, develops list of competencies to be tested, and completes HRD administrative form.</i>	<i>Late September</i>
6	HRD prepares & posts examination notice.	Early October
7	<i>Consultant completes Assessment Center exercises, selects assessors, and organizes Assessment Center.</i>	<i>Mid-October</i>
8	Candidates apply for position(s).	Mid-October
9	<i>Consultant conducts the Assessment Center.</i>	<i>Early November</i>
10	<i>Consultant provides Assessment Center results to HRD.</i>	<i>Early November</i>
11	HRD determines final examination results and sends examination results to candidates. HRD must wait a minimum of seven days after the examination is completed before scores are sent to candidates.	Mid/late November
12	Candidates review final score and verify education and experience credit and preference points, if any. Candidates have 17 days to appeal experience and education credit assigned by HRD.	Unknown
13	HRD prepares the promotional list and sends to the Town.	Unknown

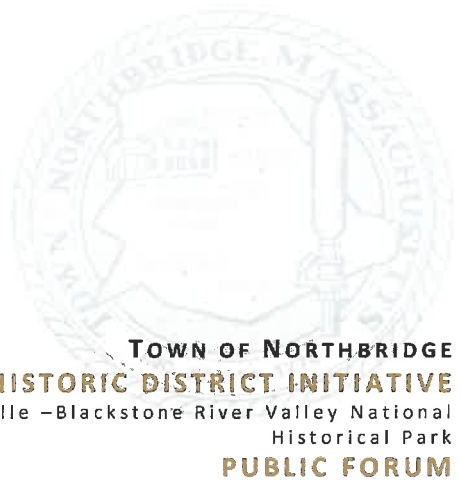
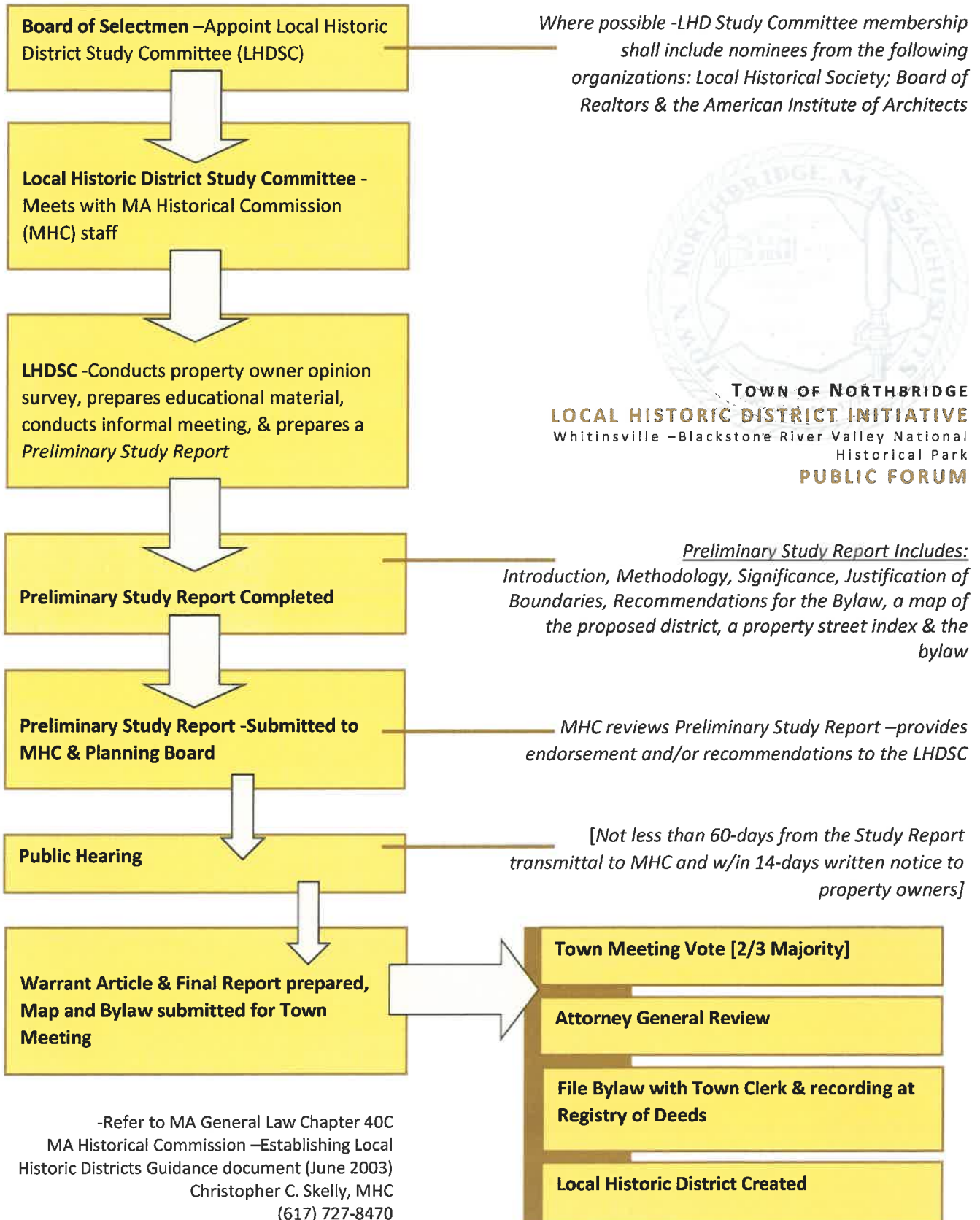
Italics indicate consultant responsibilities.

*Dates shown are based on the Consultant's experience working with HRD.

2018 Sole Assessment Center (AC) Process with Education & Experience



ESTABLISHING A LOCAL HISTORIC DISTRICT -FLOWCHART



WHITINSVILLE -DOWNTOWN CROSSROADS Local Historic District Bylaw

The Town of Northbridge hereby creates and establishes the Whitinsville Local Historic District, entitled "Whitinsville - Downtown Crossroads" to be administered by the Whitinsville Local Historic District Commission as provided for under MGL Chapter 40C, as amended and prescribed herein.

Section 1. Name

The Whitinsville Local Historic District shall be known as Whitinsville -Downtown Crossroads. The Commission name shall be the Whitinsville -Downtown Crossroads Local Historic District Commission.

Section 2. Purpose

The purpose of this Bylaw is to aid and encourage the historic preservation and protection of the Buildings, Structures and Sites within the Whitinsville -Downtown Crossroads Local Historic District.

Section 3. Definitions

As used in this Bylaw, the following terms shall have the following meaning:

ALTERATION, TO ALTER -the act of rebuilding, reconstruction, restoration, replication, removal, demolition, and other similar activities.

BUILDING -a combination of materials forming a shelter for persons or property.

CERTIFICATE -a Certificate of Appropriateness, Certificate of Non-Applicability, or Certificate of Hardship as set forth in this Bylaw.

COMMISSION -the Local Historic District Commission as established in this Bylaw.

CONSTRUCTION, TO CONSTRUCT -act of building, erecting, installing, enlarging, moving and other similar activities.

DISTRICT -the Local Historic District as established in this Bylaw.

EXEMPTIONS, EXCLUSIONS -items, features, materials and other similar attributes that may be excluded from purview of the Bylaw and review by the Commission.

EXTERIOR ARCHITECTURAL FEATURE -such portion of the exterior Building or Structure open to view from a public way, including but not limited to architectural style and general arrangement and setting thereof, the kind of texture or exterior building materials, and the type and style of windows, doors, lights, and other appurtenant exterior fixtures.

HARDSHIP -shall be determined by assessed value of building and cost of proposed alteration.

PERSON AGGRIEVED -the applicant, an owner of adjoining property, an owner of property within the same District area, an owner of property within 100 feet of the District area; and any local charitable corporation in which one of its purposes is the preservation of historic places, structures, buildings or districts.

PUBLIC VIEW -shall be limited to and determined by the property street address. Exterior alterations to the rear of property or not viewable from the property street address shall be considered exempt from review, (e.g. 7 Main Street, public view is Main Street).

SIGN -any symbol, design or device used to identify or advertise any place or business, product, activity or person.

SITE -an area of ground which may or may not include a Building or Structure.

STRUCTURE -a combination of materials other than a Building, including but not limited to a Sign, fence, wall, terrace, walk or driveway.

TEMPORARY BUILDING OR STRUCTURE -a Building or Structure not to be in existence for a period of more than two years.

Section 4. District

The Local Historic District "Whitinsville -Downtown Crossroads" shall consist of the twelve (12) properties listed below and as identified on map entitled "Whitinsville -Downtown Crossroads Local Historic District Map" included as Appendix A of this Bylaw.

1. Col. James Fletcher Home, 1 Elm Place, Assessor Map 4A Parcel 46 (Building)
2. Whitinsville Brick Mills & Forge (Paul Whitin Mill), 54 Douglas Road, Assessor Map 2 Parcel 7 (Building)
3. Whitinsville Cotton Mill, 17 Douglas Road, Assessor Map 5 Parcel(s) 77 & 75 (Building)
4. Stephen F. & Mary Ann Batchelor House, 31 Church Street, Assessor Map 15A Parcel 136 (Building)
5. Memorial Town Hall, 7 Main Street, Assessor Map 2 Parcel 9 (Building)
6. Aldrich School (original High School), 14 Hill Street, Assessor Map 15A Parcel(s) 133 & 131 (Building)
7. Town Common/Memorial Park, Church Street, Assessor Map 14A Parcel 34 (Site)
8. Village Congregational Church, 5 Church Street, Assessor Map 15A Parcel 134 (Building)
9. Whitinsville Savings Bank, 1 Memorial Square, Assessor Map 15A Parcel 132 (Building)
10. Whitinsville Social Library, 17 Church Street, Assessor Map 15A Parcel 135 (Building)
11. George Marston Whitin Memorial Community Center, 60 Main Street, Assessor Map 7 Parcel 223 (Building)
12. Trinity Episcopal Church, 31 Linwood Avenue, Assessor Map 14A Parcel 35 (Building)

Section 5. Commission

- 5.1 The Commission shall consist of five (5) members to be appointed by the Board of Selectmen, one (1) member initially to be appointed for one-year, one (1) for two-years, and two (2) for three-years, and each successive appointment to be made for three (3) years. The Board of Selectmen shall also appoint two (2) alternate members to one-year terms. All members shall serve without compensation.
- 5.2 The Commission shall include among its members, if possible, one (1) property owner whose property resides in the District, one (1) resident chosen from two nominees put forward by the Board of Realtors covering Northbridge, one (1) resident chosen from two (2) nominees put forward by the Chapter of the American Institute of Architects covering Northbridge, one (1) resident chosen from two (2) nominees put forward by the Northbridge Historical Society and one (1) nominee put forward by the Northbridge Historical Commission. Alternates shall be appointed from nominees put forward by the Northbridge Historical Society and the Northbridge Historical Commission. If within thirty (30) days after submission or written request for nominees to any said organization insufficient nominations have been made, the Board of Selectmen may proceed to make appointments in accordance with Section 5.1.
- 5.3 Each member of the Commission shall continue to serve after their appointment term until such time a successor is duly appointed.

Section 6. Duties

- 6.1 The Commission shall exercise its powers in administering and regulating the Construction and Alteration of Structures or Buildings within the District as set forth under the procedures and criteria established in this Bylaw and MGL Chapter 40C. In exercising its powers and duties hereunder, the Commission shall pay due regard to the distinctive characteristics of each Building, Structure and District area.

- 6.2 The Commission, may adopt and from time to time amend, reasonable Rules & Regulations not inconsistent with the provisions of this Bylaw or MGL Chapter 40C, setting forth such forms and procedures as it deems necessary for the regulation of its affairs and the conduct of its business, including but not limited to requirements for the contents and form of applications for Certificates, fees, hearing procedures and other matters. Said adoption and amendments shall not take effect until approved by a majority vote of the Board of Selectmen. The Commission shall file a copy of any such Rules & Regulations with the Office of the Town Clerk.
- 6.3 The Commission shall at the beginning of each fiscal year hold an organizational meeting to elect a Chair, Vice Chair and Clerk and shall file notice of such organization with the Office of the Town Clerk.
- 6.4 The Commission shall keep permanent record of its resolutions, decisions and determinations and votes of each member participating.
- 6.5 The Commission shall undertake educational efforts to explain to the public and property owners the merits and function of the District.

Section 7. Application Fee

There shall be no application fee associated with Commission review in accordance with this Bylaw; the Applicant shall be required to satisfy costs associated with public hearing notice (mailing and legal advertisement).

Section 8. Clerical and Technical Assistance

The Commission may, subject to fiscal year appropriation, employ clerical and technical assistants and incur other expenses appropriate to carrying out its work as needed.

Section 9. Alterations and Construction

- 9.1 No Building or Structure, or any part thereof, within the District shall be Constructed or Altered in any way which affects the Exterior Architectural Features as visible from a public way (public view) unless the Commission issues a Certificate with respect to such Construction or Alteration, except as otherwise provided for in this Bylaw.
- 9.2 No building permit for exterior Construction of a Building or Structure or Alteration of an Exterior Architectural Feature within the District and no demolition permit for demolition or removal of a Building or Structure within the District shall be issued by the Town or any department thereof until a Certificate as required under this Bylaw has been issued by the Commission.

Section 10. Procedures for Review

- 10.1 Application -Any person who desires to obtain a Certificate from the Commission shall file with the Office of the Town Clerk, Building Department and the Commission an application for a Certificate of Appropriateness, Certificate of Non-Applicability or Certificate of Hardship, included as Appendix B of this Bylaw.
 - 10.1.1 The application shall be accompanied by such plans, elevations, specifications, material, photographs, and other information, including in the case of demolition or removal, a statement of the proposed condition and appearance of the property thereafter, as may be reasonably deemed necessary by the Commission to enable it to make a determination on the application.
- 10.2 Date -The date of the filing of an application shall be the time/date stamp recorded by the Office of the Town Clerk.

10.3 Initial Determination -The Commission shall determine within fourteen (14) days of the filing of an application for a Certificate whether said application involves any Exterior Architectural Features which are within the jurisdiction of the Commission.

10.3.1 Certificate of Non-Applicability -If the Commission determines that an application for Certificate does not involve any Exterior Architectural Features or involves an Exterior Architectural Feature which is not subject to review (Exemptions, Exclusions) by the Commission under the provisions of this Bylaw, the Commission shall forthwith issue a Certificate of Non-Applicability.

10.3.2 If the Commission determines that such application involves any Exterior Architectural Features subject to review under this Bylaw, it shall hold a public hearing on the application and render a decision as provided for in this Bylaw.

Section 11. Criteria for Administrative Review

11.1 The Commission may authorize the Chair, or the Vice Chair (in the absence of the Chair) to review and approve certain applications, as defined under this Bylaw.

11.2 The Chair shall evaluate the proposal based on the existing conditions of the property and find that a Determination of Non-Applicability is appropriate. Absent such a finding by the Chair, the Applicant must appear before the Commission at a public hearing.

11.3 If the Applicant represents that the proposed work is not visible from the public way (public view), he or she may request that the Chair review the application administratively. Any administrative review would only apply to the work described at the time of application.

11.3.1 The burden of proof is on the Applicant to demonstrate that an Exterior Architectural Feature or Building elevation is not visible from public view. In reviewing visibility, the Chair shall consider plot plans and photographic documentation. The Chair may conduct site visits as necessary. The Chair shall issue a Determination of Non-Applicability for any proposed work that is not visible from the public view.

11.3.2 All work approved administratively by the Chair shall be identified by the Applicant's name and property address on the next public meeting agenda of the Commission. Furthermore, a letter describing the scope of approved work shall be filed with the Town Clerk with copy to the Inspector of Buildings, Planning Board and Board of Selectmen.

11.4 The Commission shall not consider, nor be required to issue Certificates of Appropriateness for details of design, interior arrangements, ordinary repairs to and maintenance of existing buildings or structures.

11.4.1 If the Applicant represents that the Commission is not required to issue a Certificate of Appropriateness based on Section 11.4, the Applicant may request that the Chair review the application administratively. Any administrative review would only apply to the work described at the time of application.

11.4.2 The burden of proof is on the Applicant to demonstrate that the proposed work is either a: design detail, interior arrangement, ordinary repair, or maintenance.

11.4.3 The application for administrative review must contain photographic documentation of the existing condition of the building.

11.4.4 The scope of work must clearly define and specifically list all proposed items, including, but not limited to: materials, dimensions, colors, and manufacturer, if applicable.

11.4.5 The Chair shall issue a Determination of Non-Applicability for any proposed work that is found to be warranted under this Bylaw.

11.4.6 All work approved administratively by the Chair shall be identified by the Applicant's name and property address on the next public meeting agenda of the Commission. Furthermore, a letter describing the scope of approved work shall be filed with the Town Clerk with copy to the Inspector of Buildings, Planning Board and Board of Selectmen.

Section 12. Public Hearing

12.1 The Commission shall hold a public hearing within thirty (30) days from the date of the filing of the application. At least fourteen (14) days before said public hearing, public notice shall be given by posting in a conspicuous place in Northbridge Memorial Town Hall and in a newspaper of general circulation. Such notice shall identify the time, place and purpose of the public hearing. A copy of the public hearing notice shall be mailed to the Applicant, abutters, other property owners within the District, any local charitable corporation in which one of its purposes is the preservation of historic structures or districts, to the Planning Board, and to person filing a written request for notice of hearings.

Section 13. Decision

13.1 The Commission shall grant a Certificate or issue a written denial within forty-five (45) days from the date the application was filed unless the Applicant consents in writing to a specific extension of time by which such decision may occur.

13.2 In the absence of any such extension of time, should an issuance not be forthcoming within the prescribed time, the Applicant is entitled as of right to a Certificate of Hardship.

13.3 Vote of the Commission -The concurring vote of at least three (3) members of the Commission shall be required to issue a Certificate.

13.3.1 In the event at least three (3) members were not present throughout the entirety of the public hearing the Applicant is entitled as of right to a Certificate of Hardship.

13.4 In the case of a denial of an application for a Certificate, the Commission shall set forth reason for denial and may include specific recommendations that would make the application acceptable to the Commission. If within fourteen (14) days of receipt of denial, the Applicant files a written modification of the application in conformity with the recommended changes of the Commission, the Commission shall cause a Certificate of Appropriateness to be issued to the Applicant.

13.5 Certificate of Appropriateness -If the Commission determines that the exterior Construction or Alteration for which an application for a Certificate of Appropriateness has been filed will be appropriate for or compatible with the preservation or protection of the District, the Commission shall issue a Certificate of Appropriateness.

13.5.1 Upon local adoption of this Bylaw all Buildings, Structures and Sites within the Whitinsville -Downtown Crossroads Local Historic District shall be issued a Certificate of Appropriateness by the Commission.

13.6 Certificate of Hardship -In the event of an application for Certificate of Hardship, the Commission shall determine whether, owing to the conditions affecting the Building or Structure involved, but not affecting the District generally, failure to approve an application will involve a substantial hardship, financial or otherwise, to the applicant and whether such application may be approved without substantial detriment to the public welfare and without substantial derogation from the intent and purpose of this Bylaw.

- 13.6.1 If the Commission determines that owing to such conditions failure to approve an application will involve substantial hardship to the applicant and approval thereof may be made without such substantial detriment or derogation, the Commission shall issue a Certificate of Hardship.
- 13.7 Certificate -Each Certificate or written decision by the Commission shall be dated and signed by the Chair or such person as the Commission may designate and shall be deemed issued upon filing with the Office of the Town Clerk.
- 13.7.1 Each Certificate or written decision by the Commission shall be filed with the Office of the Town Clerk and provided to the Applicant at the address shown on the application with copy to the Inspector of Buildings, Planning Board and Board of Selectmen.
- 13.8 Persons Aggrieved; Appeal -A person aggrieved by a determination of the Commission may, within twenty (20) days after the filing of the notice of such determination with the Office of the Town Clerk, file a written request with the Commission for a review by a person or persons of competence and experience in such matters, designated by the regional planning agency of which the city or town is a member. If the city or town is not a member of a regional planning agency, the department of community affairs shall select the appropriate regional planning agency.
- 13.8.1 The finding of the arbitrator making such review shall be filed with the Office of the Town Clerk within forty-five (45) days after the request and shall be binding on the Applicant and the Commission, unless a further appeal is sought in the Superior Court as provided in MGL Chapter 40C Section 12A. The filing of such further appeal shall occur within twenty (20) days after the finding of the arbitrator has been filed with the Office of the Town Clerk.

Section 14. Criteria for Determinations

- 14.1 Consideration -In deliberating on applications for Certificates, the Commission shall consider, among other things, the historic and architectural value and significance of the Building, Structure or Site; the general design, proportions, detailing, massing, arrangement, texture, and material of the Exterior Architectural Features involved; and the relation of such Exterior Architectural Features to similar features of Buildings and Structures in the surrounding area.
- 14.2 New Construction, Additions -In the case of new Construction or additions to existing Buildings or Structures, the Commission shall consider the appropriateness of the scale, shape and proportion of the Buildings or Structure both in relation to the land area upon which the Building or Structure is situated and in relation to Buildings and Structures in the vicinity.
- 14.3 Nothing in this Bylaw shall be deemed to preclude any person contemplating construction or alteration of a Building or Structure within the District from consulting informally with the Commission before submitting an application. Nothing in this Bylaw shall be deemed to preclude the Commission from offering informal advice to a potential applicant prior to receiving an application. However, such preliminary advice offered by the Commission shall not be deemed to set a precedent nor in any way limit the Commission in the exercise of its functions under this Bylaw.
- 14.4 Not in Public View -The Commission shall consider only Exterior Architectural Features as seen from the public view as provided for in this Bylaw. The Commission shall not consider interior arrangements or architectural features not subject to public view.

Section 15. Exemptions, Exclusions

15.1 The Commission shall exclude from its review the following elements and features:

- | | |
|----------------------------------|--------------------------------------|
| a. AC Units & Alarms | n. Roofing Material |
| b. Chimney & Chimney Caps | o. Shutters & Hardware |
| c. Fences | p. Sidewalks & Walkways |
| d. Flags (Flag Poles) | q. Signage (Banners) |
| e. Gutter & Downspouts | r. Solar Panels |
| f. Handicapped Accessible Access | s. Storm Doors & Screens |
| g. Lighting Fixtures | t. Storm Windows & Screens |
| h. Garage Doors & Loading Docks | u. Street Numbers |
| i. Mailbox & Mail Slot | v. TV Antennas & Satellite Dishes |
| j. Mechanical & Plumbing Vents | w. Temporary Buildings or Structures |
| k. Monuments & Memorials | x. Window, Replacement(s) |
| l. Paint Color, Color | y. Windows, Window Treatments |
| m. Ramps, Railings & Stairs | z. Wires & Cables |

15.2 Under State Law, routine maintenance, repair, replacement, and landscaping are exempt from review.

15.3 The Commission shall not consider interior arrangements or architectural features not subject to public view from a public way as provided for in this Bylaw.

15.4 Nothing in this Bylaw shall prevent any exterior Construction or Alteration under a permit duly issued prior to the adoption of this Bylaw or construed to prevent satisfying requirements certified by a duly authorized public official deemed to be necessary for public safety.

15.5 Nothing in this Bylaw shall restrict or cause for review exterior Alterations that may be required by State/Federal Building Codes.

15.6 Nothing in this Bylaw shall restrict or cause for review the point of access serviced by handicapped access ramps designed solely for the purpose of facilitating ingress/egress of physically handicapped person, as defined in MGL.

15.7 Non-traditional materials, providing that the difference between such material(s) and traditional materials cannot, upon the review by the Commission, be reasonably discerned by the unaided eye.

15.8 The reconstruction, substantially similar in exterior design of a Building, Structure or Exterior Architectural Feature damaged or destroyed by fire, storm or other disaster, provided such reconstruction is begun within 2-year thereafter.

15.9 Nothing in this Bylaw shall restrict or cause for review exterior Alterations to any accessory structures, including sheds and detached garages.

15.10 Nothing in this Bylaw shall restrict or cause for review use(s) of properties within the District; the Northbridge Zoning Bylaw (Chapter 173) adopted by the Town shall remain in effect and shall govern all land uses within the District.

15.11 Upon request, the Commission shall issue a Certificate of Non-Applicability with respect to Construction or Alteration in any category not subject to review by the Commission in accordance with the above provisions.

Section 16. Categorical Approval

- 16.1 The Commission may determine from time to time after a public hearing, duly advertised and posted at least fourteen (14) days in advance in a conspicuous place in Town Hall and in a newspaper of general circulation in Northbridge, that certain categories of Exterior Architectural Features, Structures or Buildings under certain conditions may be Constructed or Altered without review by the Commission without causing substantial derogation from the intent and purpose of this Bylaw.

Section 17. Enforcement and Penalties

- 17.1 Building Permit -No building permit shall be issued for the exterior Construction or Alteration of any Building or Structure within the District unless a Certificate has first been issued by the Commission when such Certificate is required by this Bylaw.
- 17.2 Conditions of Certificate -No exterior Construction or Alteration of any Building or Structure within the District for which a Certificate is required shall deviate from the conditions of such Certificate issued by the Commission.
- 17.2.1 The Commission shall determine whether a particular activity is in violation of this Bylaw or not, and the Commission shall be charged with the enforcement of this Bylaw.
- 17.3 The Commission, upon a written complaint of any resident of Northbridge, or owner of property within, or upon its own initiative, shall institute any appropriate action or proceedings in the name of the Town of Northbridge to prevent, correct, restrain or abate violation of this Bylaw. In the case where the Commission is requested in writing to enforce this Bylaw against any person allegedly in violation of same and the Commission declines to act, the Commission shall notify, in writing, the party requesting such enforcement of any action or refusal to act and the reasons therefore, within twenty-one (21) days of receipt of such request.
- 17.4 Whoever violates any of the provisions of this Bylaw may be punishable by a fine of up to \$300.00 for each offense under the provisions of MGL Chapter 40C Section 13. Each day during any portion of which such violation continues to exist shall constitute a separate offense. In the event of demonstrated emergency, the Commission may waive and/or reduce any penalties set forth.
- 17.5 Enforcement Agent -The Commission may designate the Inspector of Buildings to act on its behalf and to enforce this Bylaw.

Section 18. Amendments

- 18.1 Local Historic District Boundaries -Once established, the local historic district may be expanded or reduced in size. Any changes involving the boundaries (properties) of the historic district must follow the procedures for the initial establishment of a local historic district, in accordance with MGL Chapter 40C -Historic Districts. In such cases, the historic district commission having jurisdiction over the historic district being amended is responsible for conducting the study, drafting the preliminary study report, and holding the public hearing.
- 18.2 Local Historic District Bylaw -The Historic district bylaws may be amended, by 2/3 vote of Town Meeting, provided the amendment is not inconsistent with the intent of MGL Chapter 40C -Historic Districts. Before an amendment may be brought to vote, the amendment must first be submitted to the historic district commission having jurisdiction over the district, for its formal recommendation. The historic district commission has a maximum of sixty-days to make recommendation on a proposed amendment, after which time the amendment may be acted upon by Town Meeting.

Section 19. Severability and Validity

- 19.1 The provisions of this Bylaw shall be deemed to be separable. If any of its provisions, section, subsections, sentences, or clauses shall be held to be invalid or unconstitutional by any court or competent jurisdiction, the remainder of this Bylaw shall continue to be in full force and effect.
- 19.2 This Bylaw shall not become effective until the Bylaw and Local Historic District Map setting forth the boundaries of the District has been filed with the Town Clerk and has been recorded in the Worcester Registry of Deeds.



[proposed properties of LHD]



WHITINSVILLE - DOWNTOWN CROSSROADS LOCAL HISTORIC DISTRICT

- | | |
|--|---|
| 1 Col. James Fletcher House (circa 1770) | 7 Town Common /Memorial Park (circa 1890-1905) |
| 2 Whitinsville Brick Mills & Forge/Paul Whitin Mill (circa 1826) | 8 Village Congregational Church (circa 1897 & 1903) |
| 3 Whitinsville Cotton Mill (circa 1845) | 9 Whitinsville Savings Bank (circa 1906) |
| 4 Stephen F & Marry Ann Batchelor House (circa 1835) | 10 Whitinsville Social Library (circa 1912) |
| 5 Memorial Town Hall (circa 1872) | 11 George Marston Whitin Memorial Community Center (circa 1921) |
| 6 Aldrich School /original High School (circa 1890) | 12 Trinity Episcopal Church (circa 1925-1929) |



**GENERAL AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE,
BLACKSTONE RIVER VALLEY NATIONAL HISTORICAL PARK
AND
TOWN of NORTHBRIDGE, MA**

ARTICLE I – Background And Objectives:

This General Agreement (“GA” or “Agreement”) is entered into by and between the U.S. Department of the Interior, National Park Service (“NPS”) and the Town of Northbridge, Massachusetts (“Town”) (collectively “the parties”) for the purpose of formalizing the Parties’ intention to establish and preserve the Blackstone River Valley National Historical Park (“Park”).

Public Law 113-291 authorized and established Blackstone River Valley National Historical Park on December 19, 2014 to “preserve, protect, and interpret the nationally-significant resources that exemplify the industrial heritage of the Blackstone River Valley for the benefit and inspiration of future generations.” The Park’s enabling legislation includes four mill villages—Slatersville (North Smithfield, RI), Ashton (Cumberland, RI), Whitinsville (Northbridge, MA), and Hopedale (Hopedale, MA); Blackstone River State Park (Lincoln, RI); Slater Mill (Pawtucket, RI); the Blackstone River and its Tributaries; and the Blackstone Canal.

This General Agreement creates a written agreement between the NPS and the Town of Northbridge. Article II of this Agreement prescribes the manner in which the Town and the National Park Service will ensure that uses of non-NPS public and private lands within the Park and the **Local Historic District (the Whitinsville Historic District)** proposed to be established by the Town are consistent and compatible with the Park’s purpose and other items. Beyond the fulfillment of the terms of the cited section above, this agreement is not intended to preclude any potential future agreements with the Town or other parties.

The parties understand and acknowledge that establishment of the Local Historic District requires the vote of the Northbridge Town Meeting and preliminary study and planning in advance of a Town Meeting vote, that the Town is presently engaged in the study and planning process, and that it is likely that presentation of the historic district proposal to Town Meeting will not take place until some time in 2018. The Town will continue to keep the NPS informed regarding the status of the process and will engage with the NPS in connection with development of the historic district proposal which is presented to Town Meeting.

ARTICLE II – Responsibilities and Understandings of the Parties:

The parties agree as follows to perform the functions specified below in accordance with the provisions of this GA. Each party shall be responsible for its own expenses incurred under this Agreement, and nothing contained herein shall be interpreted as obligating any payment by the NPS for goods or services provided by the Town.

A. PLANNING:

1. **Purpose:** A Blackstone River Valley National Historical Park Foundation Document (“Foundation Document”) will be prepared to ensure that Park managers and stakeholders share a clearly- defined understanding of the conditions and strategies for resource protection, opportunities for visitor experiences, fundamental resources and values within the Park, the interpretive themes, and the needs for future research that will best achieve the Park’s purpose and significance.

2. NPS AGREES:

- a. To complete the Foundation Document in accordance with Public Law 91-383 (commonly known as the “National Park Service General Authorities Act”), 54 U.S.C. § 100502, and other applicable laws, NPS Management Policies, and relevant NPS Director’s Orders;
- b. The Foundation Document shall identify additional planning needs and estimate costs to be shared by the Federal Government, the State, and the Town, and other public and private entities or individuals for necessary capital improvements to, maintenance and operations of, and other potential means of collaboration within the Park; and
- c. The Foundation Document shall be guided by the NPS’s goal of addressing the historical, cultural, natural, and recreational resources associated with the Blackstone River Valley National Historical Park.

3. **TOWN AGREES:** In order to facilitate development of the Foundation Document, the Town shall have the following independent duties:

- a. Make non-privileged records available to the NPS;
- c. Provide personnel to supply the NPS with any needed explanations of the said records, provided this will not unreasonably interfere with required duties;
- d. Provide official and consolidated Town comments on draft documents in a timely fashion as specified by periods prescribed by the NPS or federal laws or regulations;
- e. Serve as a cooperating agency in the Foundation Document; and
- f. Appoint a liaison to the NPS to support development of the Foundation Document.

B. VISITOR SERVICES:

1. Purpose: To ensure that the NPS and the Town clearly understand the interpretation and education responsibilities that will best achieve the Park's purpose and significance and provide for increased visitation and economic development in the **Local Historic District** and surrounding area.

2. NPS WILL:

- a. Design and develop web and media content for the Park consistent with all applicable laws, regulations, and policies;
- b. Make a good faith effort to coordinate with visitor information services in the Town of Northbridge;
- c. Provide interpretation and education within the Park boundary subject to all applicable laws, regulations, NPS policies and availability of funding;
- d. Include visitor information related to **Local Historic District** and the surrounding area in NPS publications, both digital and hard copy; and
- e. Offer staff presence, as available, at Town events to assist in providing information about the National Historical Park and the Town's role within the history of the area.

3. TOWN WILL:

- a. Make a good faith effort to coordinate with the NPS's visitor information services;
- b. Provide access to Town personnel and historical resources to assist in the development of interpretive publications and programs as well as web and social media content;
- c. Work to create, to the extent possible within the applicable physical and infrastructure constraints, and provide and maintain parking areas for Park visitors, employees and volunteers on Town-owned parking facilities or public rights-of-way;
- d. Provide, to the extent possible within the applicable physical and infrastructure constraints, for passive and active recreational opportunities within the boundary of the Park on Town-owned property; and
- e. Provide the NPS with information on Town-sponsored events and celebrations in which a Park staff presence is desired.

C. LAW ENFORCEMENT and EMERGENCY SERVICES:

1. **Purpose:** Given that the Park does not have law enforcement, appropriate use of local police would be advantageous to the Park's management. The public and privately-owned remaining lands within the boundary of the Park are currently under enforcement of, and served by, local police, fire, and emergency services. It is envisioned that the NPS will be served as a typical user of law enforcement and emergency services.

2. NPS WILL:

- a. Consult with the Northbridge Police Department to explore mutually-advantageous working relationships and establish "Mutual Aid Agreements" for law enforcement services; and
- b. Consult with the Northbridge Fire and Emergency Services to explore mutually-advantageous working relationships and establish "Mutual Aid Agreements" for fire and emergency services.

3. TOWN WILL:

- a. Retain jurisdiction for its Police Department, Fire Department, and emergency services to respond to emergencies, conduct law enforcement investigations and enforce the law as permitted by Federal and State law; and
- b. Work with NPS and other applicable Federal law enforcement agencies to establish appropriate protocols as necessary with the Northbridge Police Department and Northbridge Fire and Emergency services in the Park.

D. LAND USE AND CULTURAL RESOURCE PROTECTION WITHIN BLACKSTONE RIVER VALLEY NATIONAL HISTORICAL PARK:

1. **Purpose:** To ensure that present and future uses of lands and protection of historical, cultural, natural, and recreational resources within Blackstone River Valley National Historical Park are compatible as a unit of the National Park Service. The Town promotes historic preservation and regulates development for private landowners within Blackstone River Valley National Historical Park through the Northbridge Historical Commission and other land use regulations. Actions by the Town on both public and private lands are critical to accomplishing historic preservation goals within the Park. In furtherance of this requirement, the Parties wish to collaborate and cooperate in the preservation of Blackstone River Valley National Historical Park through the following process:

2. NPS WILL:

- a. Include, once established, the **Local Historic District** in the proposed boundary for the Park;
- b. Work closely with the landowners within the Park to identify and encourage appropriate uses and treatments for the properties. The Park will consider requests for technical assistance and public interpretation of related historic and cultural resources within the boundary of the Park;
- c. Participate in an advisory capacity with local land use review and offer written opinions on matters involving issues within the Park when appropriate. NPS advisory review and comment will be offered in a timely and efficient manner. NPS periods for consultation shall not interfere with the due process or compliance requirements of the statutes of the Commonwealth of Massachusetts or the Town of Northbridge Zoning Regulations, especially those concerning formal time limits for and action by executive staff and statutory boards;
- d. Attend any meetings of the Northbridge Historical Commission that include discussion of properties contained within the Park boundary;
- e. Assist the Town in its land use planning. NPS will advise the Town and its land use statutory boards regarding the implementation of proposed land uses and projects on non-Federally owned land within the Park;
- f. Work with the Town to foster appropriate and compatible uses and building treatments within the Park that will serve the objectives of preservation, education, and visitor accommodations; and
- g. Provide technical assistance, as available, in support of the exterior restoration of the historic structures located in the **Local Historic District** and owned by the Town.

3. THE TOWN WILL:

- a. Use best efforts to authorize that the **Local Historic District**, once established, be included in the proposed boundary for the National Historical Park
- b. Administer and manage public lands that remain under the ownership of the Town within the boundary of Blackstone River Valley National Historical Park and the **Local Historic District** consistent with the purposes and intent of the legislation and agreements creating and establishing the Park.
- c. Seek NPS advice on major work (see definition below) on nationally- significant properties located within the **Local Historic District**. All such major work on these properties must be brought to the attention of the NPS at the earliest stage of consideration, and the NPS must be given the opportunity to comment on the proposed major work within thirty days of receiving notice of such major work via confirmed e-mail. NPS comments shall not be required in the event of an imminent hazard in need of immediate action or remediation. (As used within this Agreement, "Major Work" means: Any external modification of the type that under the International Building Code (IBC) would require a federal, state, or local development approval or permits, or any construction of new "structures" as defined by the IBC. On publicly-owned lands, any work that may not require local development approvals

- or permits shall be considered as major work if such work on private lands would require a local development approval or permit as defined in this agreement)
- d. Ensure, through its agents, that the NPS is informed when proposed actions appear before the Northbridge Historical Commission that request a permit for demolition, exterior building modification or any other action requiring the Commission's approval within the boundary of Blackstone River Valley National Historical Park or the **Local Historic District**.
 - e. Review its Zoning Regulations and Historic District Design Guidelines, when created, in order to protect the historic and cultural resources of the Blackstone River Valley National Historical Park and the **Local Historic District**;
 - f. Invite NPS to any meeting of the Northbridge Historical Commission when a subject impacting the Blackstone River Valley National Historical Park or structures within the Park's boundary is on the agenda. The Town will make a good faith effort to consider any NPS comments;
 - g. Invite NPS to any meeting of the Planning Board and the Historical Commission when an application within the Blackstone River Valley National Historical Park boundary is on the agenda. The Town will make a good faith effort to consider any NPS comments;
 - h. Enforce, through the Northbridge Office of Community Planning and Development, land use requirements as defined by the Zoning Regulations of the Town of Northbridge;
 - i. In the event any Town real estate asset currently within or adjacent to the historic areas (parcels within 200 feet of the Park boundary) whose development might impact the Park is to be conveyed, the Town must submit a management and/or development plan for review and approval in writing by the NPS. Said plan shall be approved or denied within 60 days of the receipt of such management plan via certified mail or other acknowledged form of transmission. The property shall only be conveyed after said plan is approved by NPS. The approved management plan shall be included as a recorded restriction within the deed, as an attachment thereto, or it shall be recorded with the Office of the Town Clerk separately and incorporated by reference;
 - j. Notify the NPS of any proposed land use development, or proposed alteration to any historic resource, land, building, or structure that may affect the Blackstone River Valley National Historical Park. The Town shall deliver, mail, or email such notice within 14 days of its receipt of an application for development, subdivision, building permit, variance application, or any other non-privileged document expressing intent to undertake such a project for any lands located within the Park boundary;
 - k. Work with the NPS to foster appropriate and compatible uses and building treatments within the Park boundary that will serve the objectives of preservation, education, and visitor accommodations; and
 - l. Collaborate with the NPS and other cooperating stakeholders within the Blackstone River Valley National Historical Park to develop a proactive strategy to ensure that historic

properties within the Park boundary are preserved and/or restored subject to funding capabilities.

E. COLLABORATING ON PROJECTS OF MUTUAL BENEFIT:

1. **Purpose:** Management of Blackstone River Valley National Historical Park is a collaborative effort between the federal government and local partners including the Town of Northbridge.

2. **Both Parties agree to:**

- a. Work collaboratively for the preservation and re-development of Blackstone River Valley National Historical Park and the surrounding area;
- b. Develop a pattern of regular communication and collaboration between the NPS and the Town of Northbridge;
- c. Work together to develop projects of mutual benefit that will lead to the preservation of historic, cultural, natural, and recreational resources associated with Blackstone River Valley National Historical Park; and
- d. Creatively research funding opportunities for projects. The Parties agree that they will look internally for funding options when appropriate. They will also look for options to attain outside funding or develop projects with multiple funding partners.

ARTICLE III – Term of Agreement:

Unless earlier terminated by operation of the terms of this General Agreement, or by agreement of the Parties in writing, this General Agreement will run for five (5) years from the date of the final signature unless otherwise terminated earlier according to ARTICLE IV – Termination. The agreement can be renewed or revised for another five-year period.

ARTICLE IV – Termination:

Either party may terminate this Agreement for any reason by giving 60 days written notice. Neither party shall be liable to the other for any costs or claims in the event of termination. Termination will be effective at the end of the 60 day period.

ARTICLE V - Key Officials (both parties should be notified if a Key Official changes):

For the NPS:

Meghan Kish
Superintendent
National Park Service
Blackstone River Valley National Historical Park
670 Linwood Avenue
Northbridge, MA 01588
(508) 991-0369
(508) 994-8922 (fax)
meghan_kish@nps.gov

For the Town of Northbridge:

Adam Gaudette
Town Manager
Town of Northbridge
7 Main Street
Whitinsville, MA 01588
(508) 234-2095
(508) 234-7640 (fax)
agaudette@northbridgemass.org

ARTICLE VI – Prior Approval:

The Partner (Town) shall obtain prior written approval from NPS before:

1. Constructing any structure or making any improvements within the Park;

ARTICLE VII – Liability and Insurance:

The Town shall indemnify, defend and hold harmless the United States of America and its agents and employees from and against any and all liabilities, obligations, losses, damages, judgments, claims, actions, suits, penalties, fines, costs and expenses (including reasonable attorneys' fees and experts' fees) of any kind and nature whatsoever arising out of the acts or omissions of **the Town**, its employees, agents or contractors (including any contractor's subcontractors), including injury to persons (including injury resulting in death) and damage to property. **The Town** shall promptly pay the United States of America the full value of all damages to the lands or other property of the United States of America caused by **the Town**, its employees, agents, representatives, or contractors (including any contractor's subcontractors) or, as agreed to by the parties, shall undertake the remedial

work to repair or replace the damaged lands or property. **The Town** will cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of **the Town**, its employees, agents, representatives or contractors (including any contractor's subcontractors).

ARTICLE IX – PROPERTY UTILIZATION

Intellectual Property: As used herein, “Intellectual Property” means with respect to a party, all trademarks, service marks and corporate and brand identification and indicia, including without limitation word marks, logos and other picture marks, video and audio recordings, phrases, composite marks, institutional images, look and feel, images of such party's employees, taglines, and web content, in each case, to the extent owned by such party, whether or not such property is trademarked or registered.

1. Neither party to this Agreement shall use any Intellectual Property (as herein described) of the other party for any purpose (including, without limitation, for collateral marketing, outreach, advertising, or as trade names or internet domain names) without the prior written consent of such other party, which consent may be withheld in such other party's sole discretion. All uses by one party of the other party's Intellectual Property shall be in accordance with any requirements and/or quality control standards (including, without limitation copyright and trademark notices) on which the consenting party may condition such consent or may promulgate from time to time by notice to the other party. A party retains all rights with respect to its Intellectual Property that are not specifically granted to the other party. Each party may, in its sole discretion, withdraw its consent to any use of its Intellectual Property by the other party on five (5) business days notice to such other party. Each party retains the right to concurrently use, and license others to use, its Intellectual Property anywhere in connection with any purpose.
2. Each party agrees that it shall not acquire and shall not claim rights in or title to any Intellectual Property of the other party.

ARTICLE X – General Provisions:

- A. **Non-Discrimination:** All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. **NPS Appropriations:** Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend

funds on any particular project or purpose, even if funds are available.

- C. Member of Congress: Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- D. Lobbying with Appropriated Money: The Town will not undertake activities, including lobbying for proposed Town or NPS projects or programs, that seek to either (1) alter the appropriation of funds included in the President's budget request to Congress for the Department of the Interior or another federal agency that holds funds for the sole benefit of the NPS under Congressionally authorized programs, including the Federal Lands Highway Program; or (2) alter the allocation of such appropriated funds by NPS or another Federal agency. Nothing in this paragraph is intended to preclude the Town from applying for and obtaining a competitive or non-competitive grant of Federal financial assistance from a Federal agency, or from undertaking otherwise lawful activities with respect to any Town or NPS activity, project or program included in the President's budget request to Congress. Nothing in this paragraph should be construed as NPS requesting, authorizing or supporting advocacy by nonfederal entities before Congress or any other government official. Except as provided herein and in applicable laws, nothing in this paragraph shall be construed to curtail the Town's ability to interact with elected officials.
- E. Drug Free Workplace Act: The Town certifies that comprehensive actions will be taken to ensure its workplace is drug-free.
- F. Third Parties Not to Benefit: This Agreement does not grant rights or benefits of any nature to any third party.
- G. Assignment, Binding Effect: Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The parties waive the defense of lack of consideration.
- H. Non-exclusive: This Agreement in no way restricts the parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- I. Compliance with Applicable Laws: This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as (i) in any way impairing the authority of the NPS to supervise, regulate, and administer its property under applicable laws, regulations, and management plans or policies as they may be modified from time-to-time or (ii) inconsistent with or contrary to the purpose or intent of any Act of Congress.

- J. Disclaimers of Government Endorsement: The Town will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting, expressly or implicitly, that the that the United States of America, the Department, NPS, or any government employee endorses any business, brands, goods or services.
- K. Public Release of Information: The Town must obtain prior written approval through the NPS Key Official (or his or her designate) for any public information promotional releases (including advertisements, solicitations, and brochures) that refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this Agreement. The NPS will make a good-faith effort to expeditiously respond to such requests.
- L. Merger: This Agreement, including any attachments hereto, and/or documents incorporated by reference herein, contains the sole and entire agreement of the Town.
- M. Modification: This Agreement may be extended, renewed, or amended only when agreed to in writing by the NPS and the Town.
- N. Waiver: Failure to enforce any provision of this Agreement by either party shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.
- O. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.
- P. Agency: The Town is not an agent or representative of the United States, the DOI, or the NPS, nor will the Town represent itself as such to third parties.
- Q. Survival: Any and all provisions that, by themselves or their nature, are reasonably expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, that have arisen during the term of this Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement.
- R. Partial Invalidity: If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- S. Captions and Headings: The captions, headings, article numbers, and paragraph numbers and letters appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Agreement nor in any way affecting this Agreement.

ARTICLE XI – SIGNATURES

IN WITNESS HEREOF, the parties hereto have signed their names and executed this Agreement.

Date
Meghan Kish, Superintendent, Blackstone River Valley National Historical Park

Date
Adam Gaudette, Town Manager, Town of Northbridge, Massachusetts
As authorized by the Board of Selectman in action taken on July 17, 2017.



60 Main Street
Whitinsville, MA 01588
(508) 234-8184
www.WhitinCommunityCenter.com
info@OurGym.org

July 22, 2019

Dear Town of Northbridge Local Historic District Study Committee,

This letter is to inform you that the George Marston Whitin Memorial Community Association's (dba Whitin Community Center) Board of Trustees unanimously voted to approve the inclusion of the George Marston Whitin Memorial Community Association in the Downtown Crossroads – Whitinsville Local Historic District at their June 17, 2019 meeting.

The Whitin Community Center is honored to be part of the proposed Local Historic District as it tells the story of how the Industrial Revolution transformed Whitinsville into one of New England's leading mill villages between the late 1700's to the mid 1900's.

Sincerely,

Heather Elster
Executive Director

Cc: R. Gary Bechtholdt II, Town Planner





June 12, 2019

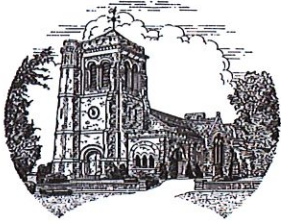
Whitinsville Local Historic
District Study Committee
7 Main Street
Whitinsville, MA 01588

Dear Ladies and Gentlemen:

The Board of Directors of the Northbridge Historical Society supports the implementation of a local historical district for Whitinsville. We support the present proposal that includes a total of twelve properties. We believe this will be in the best interest of the town in the long run in order to preserve its historical integrity. If you have any questions, please feel free to contact us. Thank you.

Very truly yours,

Jack Walker, President
Robert Laflamme, Vice President
William Brouwer, Treasurer
Carol Brouwer, Secretary



THE VILLAGE CONGREGATIONAL CHURCH
UNITED CHURCH OF CHRIST
5 CHURCH STREET, P.O. BOX 217
WHITINSVILLE, MA 01588
508.234.7901 Email: ethan@vccucc.org
www.vccucc.org



September 23, 2019

Harry Berkowitz, Chair
Local Historic District Study Committee
7 Main Street
Whitinsville, MA 01588

Re: Whitinsville Downtown Crossroads Historic District

Dear Mr. Berkowitz:

The Village Congregational Church is the owner of two properties, our Church located at 5 Church Street, Whitinsville, MA and our Church's parsonage, the "Stephen F. and Mary Ann Batchelor House", located at 31 Church Street, Whitinsville. Both properties are proposed to be included in the local Historic District.

At our monthly Church Committee meeting held on September 22, 2019, the committee agreed to support the Local Historic Bylaw as proposed.

Sincerely,

Vincent Osterman
Moderator

OSTERMAN MANAGEMENT LLC

I MEMORIAL SQUARE
PO BOX 67
WHITINSVILLE, MA 01588
508-234-8361

September 23, 2019

Harry Berkowitz, Chair
Local Historic District Study Committee
7 Main Street
Whitinsville, MA 01588

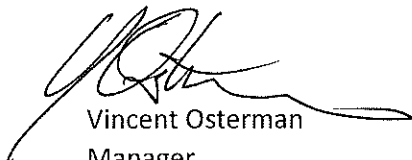
Re: Whitinsville Downtown Crossroads Local Historic District

Dear Mr. Berkowitz;

VE Properties III, LLC is the owner of the property located at One Memorial Square, Whitinsville, MA named as "Whitinsville Savings Bank Building" in the Local Historic District Bylaw proposed for adoption by the Town of Northbridge. Although we firmly believe that the principle of property owners having the freedom to use their property as they wish is a fundamental pillar of our democracy, we also understand our responsibility as citizens to preserve historic properties to remind future generations of our heritage.

With this in mind, we choose to support the Local Historic District Bylaw as proposed.

Sincerely,



Vincent Osterman
Manager



The Commonwealth of Massachusetts
William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

September 16, 2019

Mr. Harry Berkowitz, Chairperson
Whitinsville Local Historic District Study Committee
Northbridge Town Hall
Whitinsville, MA 01588

RE: Local Historic District Preliminary Study Report for Whitinsville-Downtown
Crossroads Local Historic District

Dear Mr. Berkowitz:

I am pleased to inform you that the Massachusetts Historical Commission voted on September 11, 2019 to acknowledge receipt of the Preliminary Study Report for the Whitinsville-Downtown Crossroads Local Historic District and provide the following advisory recommendations and comments:

The Massachusetts Historical Commission encourages the town of Northbridge to establish the Whitinsville-Downtown Crossroads Local Historic District.

The Massachusetts Historical Commission encourages the protection of additional significant historic resources through a larger local historic district.

The Massachusetts Historical Commission recommends reducing the list of exempted projects to those listed in MGL Chapter 40C.

The Massachusetts Historical Commission recommends reviewing the draft bylaw with town counsel for consistency with state law, unclear language and redundant language.

If you have any questions, please do not hesitate to contact me. I look forward to hearing from you.

Sincerely,

A handwritten signature in dark ink, appearing to read "Chris Skelly", written over a horizontal line.

Christopher C. Skelly
Director of Local Government Programs

Town Manager's Report for the Period of September 9, 2019 – September 20, 2019

1. Key Meetings Attended:

- Monday, September 9, 2019 – Completed desktop user Cyber Training.
- Monday, September 9, 2019 – Attended the Board of Selectmen's Meeting.
- Tuesday, September 10, 2019 – Attended the celebration of National Senior Center Month at our Senior Center for a session on "The Key to Aging Well", put on by Kelly Bol and her staff and also attended by our local legislative delegation, Chief Warchol, and Superintendent McKinstry.
- Wednesday, September 11, 2019 – Met with Kevin Callahan, Vocational Coordinator at NPS, to discuss a potential student internship program.
- Wednesday, September 11, 2019 – Attended the Finance Committee Meeting.
- Friday, September 13, 2019 – Held the Lasell Artificial Turf RFP proposal opening.
- Tuesday, September 17, 2019 – Attended the School Building Committee Meeting.
- Wednesday, September 18, 2019 – Met with internal working group to review the Lasell Field RFP Submittals in order to make a shortlist recommendation to the BPCC.
- Wednesday, September 18, 2019 – Attended the Finance Committee and BPCC Meetings.
- Thursday, September 19, 2019 – Attended a Mass Managers Association (MMA) meeting in Fort Devens and also attended a MMA Police Chiefs/Managers Subcommittee meeting.

2. **Balmer School Building Project:** The School Building Committee met this past Tuesday, September 17th to go over invoices and CM amendments that included sub-bid results. The project construction by Fontaine Brothers is well under way. Grading, tree removal and replacement of a 36" drainage culvert across the site have taken place. The 3rd party sewer analysis has been completed and forwarded to the OPM for review. Fontaine is preparing the Building Permit application for review. The Committee meets again on October 1, 2019.
3. **Fire Station Project (Feasibility Study):** The BPCC met with Kaestle-Boos Architects this past week on Wednesday, September 18, 2019. Highlights of the meeting included an update from KBA on the Fire Programming, draft response time analysis, site selection and criteria analysis, and draft site restriction plans. KBA and the BPCC are still working to finalize these components of the study. Once complete, the Town Manager will schedule a special BOS meeting to have KBA and the BPCC present these items in order to get feedback from the Board and public. Following that BOS meeting, the project items will be posted on the Town's website to garner additional feedback.
4. **Lasell Field Turf Project:** The RFP responses (7 were submitted on 9/13/19) were reviewed by a working group of NPS High School Principal Tim McCormick, NPS Facilities Director Richard Maglione, Friends of Lasell Rep Tim Labrie, BPCC members Steve Nye and Michael Beaudoin, and myself. The group made a recommendation for interviews to BPCC at their meeting this past week on Wednesday, September 18th. The BPCC will be interviewing the firms of Activitas, Gale Associates, WDA, and Vertex on Wednesday, September 25th with the hope of selecting a design firm and issue a Notice to Proceed with the design aspect of the project at their meeting on October 2nd.
5. **Recreational Marijuana:** The Host Community Agreements for **True Nature's Wellness** (retail), **Eskar** (retail and cultivation) and **The Botanist** (cultivation) have all been approved by the BoS. The applicants' next steps include getting local site permitting (Planning Board/ConCom) and Cannabis Control Commission approvals.