

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
NORTHBRIDGE TOWN HALL
7 MAIN STREET - WHITINSVILLE, MA 01588
December 2, 2013 AT 7:00 P.M.**

PLEDGE OF ALLEGIANCE

I. APPROVAL OF MINUTES

- A. 1) November 18, 2013 2) November 18, 2013 [Executive Session]

II. PUBLIC HEARINGS

III. APPOINTMENTS/By the Board of Selectmen:

IV. CITIZENS' COMMENTS/INPUT

V. DECISIONS

- B. Special Town Meeting [January 14, 2014]/Vote to sign warrant upon completion and final review by Town Counsel
C. Screening Committee for the position of Superintendent of Schools/Vote to appoint Board of Selectmen's Representative
D. Osterman Propane, LLC [Water & Sewer Easements]/Vote to approve

VI. DISCUSSIONS

- E. Mutual Aid Agreement [Police Department]/Present: Walter Warchol, Chief of Police
F. 1025 Mendon Road Conservation Restriction/Present: Conservation Commission

VII. TOWN MANAGER'S REPORT

- G. 1) Milford Hospital Meeting
2) Solid Waste/Regional Meeting
3) WRTA Bus Service in Town
4) Tax Rate Classification Hearing on December 16, 2013

VIII. SELECTMEN'S CONCERNS

IX. ITEMS FOR FUTURE AGENDA

X. CORRESPONDENCE

XI. EXECUTIVE SESSION

**Board of Selectmen's Meeting
November 18, 2013**

A meeting of the Board of Selectmen was called to order by Chairman Nolan at 6:30 PM, Northbridge Town Hall, 7 Main Street, Whitinsville, MA. **Present:** Messrs. Marzec, Athanas, Ampagoomian and Melia. **Also Present:** Theodore D. Kozak, Town Manager.

Chairman Nolan announced that the Board would be going into Executive Session and declared that having an open meeting may have a detrimental effect on the bargaining position of the body.

A motion was made and seconded to go into Executive Session under M.G.L. Chapter 30A, S. 21#3 – To discuss strategy with respect to contract negotiations and M.G.L. Chapter 30A, S. 21#6 – To consider the purchase, exchange, lease or value of real property [Pine Grove Cemetery] – and to reconvene in Open Session. Roll Call Vote: Mr. Melia/Yes, Mr. Athanas/Yes, Mr. Marzec/Yes, and Mr. Nolan/Yes.

Open Session Adjourned: 6:32 PM

Executive Session Convened: 6:35 PM

Executive Session Adjourned: 6:57 PM

Open Session Reconvened: 7:00 PM

The Pledge of Allegiance was recited by those present.

Approval of Minutes. October 21, 2013 – A motion/Mr. Melia, seconded/Mr. Athanas to approve the October 21, 2013 Meeting minutes as presented with the readings omitted. Vote yes/Messrs. Athanas, Marzec, Melia and Nolan. Abstain/Mr. Ampagoomian.

Public Hearings. None.

Appointments/By the Board of Selectmen. Council on Aging (2 vacancies). 1) Jean Mistretta and 2) John Doldoorian. Present: Kelly Bol, Senior Center Director. Ms. Bol introduced Jean Mistretta and John Doldoorian and mentioned that they are both going to be an asset to the Council on Aging. Mr. Doldoorian mentioned that he was born and raised in Northbridge and would like to give back to the community. The Selectmen thanked the candidates for coming forward to serve on the Council on Aging and wished them both well. A motion/Mr. Marzec, seconded/Mr. Melia to appoint Jean Mistretta and John Doldoorian to the Council on Aging. Vote yes/Unanimous. **Conservation Commission - Jeremy Deorsey. Present: John Brown, Chairman of the Conservation Commission.** Mr. Brown introduced Jeremy Deorsey and mentioned that his board voted 4-0 in favor of Mr. Deorsey serving on the Conservation Commission. Mr. Deorsey announced that he is an Officer in the National Guard and moved back to Northbridge after school and training in Florida. He noted that he wants to be involved in Town is currently serving on the Open Space Committee. The Selectmen thanked him for coming forward and wished him well. A motion/Mr. Ampagoomian, seconded/Mr. Melia to appoint Jeremy Deorsey to the Conservation Commission. Vote yes/Unanimous.

Citizens' Comments/Input. None.

Chairman Nolan announced the Blackstone Valley Detachment 911 of the Marine Corp League will be conducting their annual Toys for Tots and Teens Campaign commencing on Monday, December 2, 2013. The location of the distribution site will be Millville American Legion on Route 122 in Millville from 9

AM to 5 PM and the site will be open from November 25, 2013 until Christmas Eve. Other drop-off sites in Northbridge are: Gaudette Insurance (both Whitinsville and Grafton), Harbro Sales and Service, Whitin Community Center, Northbridge Town Hall, and the Whitinsville Wellness Center. Other locations include: Sutton, Uxbridge, Mendon and Hopedale. He noted that if a group or organization would like to collect toys for the drive please contact William Audette at 774-217-0315. You can drop off new and unwrapped toys at any one of the locations or the distribution center in Millville. Monetary donations are also welcomed and they are urging anyone interested to stop by the center in Millville to see what the marines are doing during the Toys for Tot Drive. In order to pick up toys at the distribution center one must have a proper identification and include proof of children. All toys collected remain in the Blackstone Valley and will be distributed within the Valley.

Winter Parking Ban [December 1, 2013 through April 1, 2014]. A motion/Mr. Ampagoomian, seconded/Mr. Marzec to approve the Winter Parking Ban from December 1, 2013 through April 1, 2014 [to be extended if necessary] during the hours of 1:00 AM to 6:00 AM, as requested by the Northbridge Police Department. Vote yes/Unanimous.

Department of Environmental Protection Waste Hauler – Scope of Services. Town Manager Kozak mentioned that Irene Congdon, Representative from MassDEP was supposed to be here this evening but is not currently here. Town Manager Kozak mentioned that if the Board wishes to move on and vote, the final report for the scope of work to determine the actual costs of a curbside trash and recycling program was enclosed in their packets. A motion/Mr. Marzec, seconded/Mr. Athanas to approve the final report of the Department of Environmental Protection Waste Hauler Project - Scope of Services. Vote yes/Unanimous.

Community Innovation Challenge Grant [Public Safety Dispatch]. Town Manager Kozak mentioned that the Town is applying for additional funds to purchase equipment for the dispatch unit. Money was appropriated at Town Meeting but he is also trying to seek grant opportunities. He asked the Board to authorize him to sign the grant application. Selectman Melia asked how much the grant application is for and Town Manager Kozak mentioned that the expenses at Town Meeting were for \$112,000 but he doesn't have the final amount yet. A motion/Mr. Ampagoomian, seconded/Mr. Athanas to authorize Town Manager Kozak to sign the Community Innovation Challenge Grant Application for Public Safety Dispatch. Vote yes/Unanimous.

Community Innovation Challenge Grant [Stormwater Management]. Town Manager Kozak mentioned that this is a regional grant for Stormwater Management that the Town was part of last year. There is a new opportunity of grant funds for training and equipment for Stormwater Management and asked the Board to allow him to sign the grant. Town Manager Kozak mentioned that last year was close to \$200,000. A motion/Mr. Marzec, seconded/Mr. Athanas to authorize Town Manager Kozak to sign the Community Innovation Challenge Grant for Stormwater Management. Vote yes/Unanimous.

Comprehensive Wastewater Management Plan/Present: Benjamin Levesque, Chad Kershaw, Robert Otoski from CDM Smith and Mark Kuras, Northbridge Sewer Superintendent. A presentation on a Comprehensive Wastewater Management Plan for the Northbridge Wastewater Treatment Plant was given by Representative's from CDM Smith. Mr. Levesque mentioned that the Town appropriated \$225,000 to develop a capital plan for the future of the Wastewater Treatment Plant and has spent about \$100,000. He also mentioned that \$1,200,000 was appropriated for an upgrade on the sludge management equipment and the project came in under budget by \$40,000. That said, the project is complete and stated that the Town took a proactive approach in planning for the future. Mr. Levesque then went on to explain that the scope of their analysis was to update/develop a comprehensive sewer system map, evaluate capabilities of existing sewer system, review of all pumping stations, review of wastewater treatment plant and develop a capital improvement plan. Mr. Levesque noted that the Town

will need to comply with a new National Pollutant Discharge Elimination System [NPDES] permit. Permit requirements include Wastewater Treatment Plant effluent limits and operation and maintenance of the sewer system. A copy of the PowerPoint presentation can be found in the Town Manager's office. Mr. Kershaw mentioned that the Town was proactive in completing sewer studies and construction projects on the existing sewer system. He noted the infiltration/inflow studies of the Whitinsville, Rockdale and Linwood Areas and then mentioned the areas of collection system improvements, Whitinsville and Rockdale interceptor replacement, Siphon under the Blackstone River replacement, and approximately 11,500 LF of trenchless rehabilitation to Whitinsville, Rockdale and Linwood areas. Mr. Kershaw explained that when it came to the analysis they used the 2011 wastewater treatment plant data and found that approximately 49% of the Town's annual sewer flow was I/I (clean water). He noted that they also used the GIS mapping database and storm water management model to stimulate flows and assess the hydraulic capacity. Mr. Kershaw stated that there were three scenarios: 1) Dry weather and high ground water from April 2010, 2) high runoff and low ground water from August 2011, and 3) high runoff and high ground water from March 2010. These conditions identify potential capacity problems under existing conditions and future build-out. Mr. Levesque recommended the Town take the next following steps: improve their flow monitoring program, sewer model update, sewer system evaluation study/program and this would allow the Town to go into the areas that are identified as sources – flow isolation, CCTV inspections, manhole inspections, smoke testing, house-to-house inspections and dye testing. He also mentioned the Town establish a collection system rehabilitation program and recommended updating the GIS Mapping records. Lastly, Mr. Levesque provided a next steps schedule for the Town of Northbridge to follow and mentioned that the town continue to focus on spending money efficiently on capital planning, gather more information/evaluation prior to implementing construction projects and SSES programs, negotiate schedule for compliance for NPDES Permit, implementation of sewer system evaluations over next 2 years, WWTP sampling/testing related to nitrogen and phosphorus removal should commence immediately. After a brief question and answer session, the Board of Selectmen thanked CDM Smith for their presentation on Comprehensive Wastewater Management Plan.

Town Manager Kozak announced that Irene Congdon, Representative from MassDEP has arrived and asked the Board if they minded if she spoke on the Department of Environmental Protection Waste Hauler – Scope of Services. That being said, the Board of Selectmen had no problem letting Ms. Congdon speak. Ms. Congdon mentioned that there has been a lot of positive feedback on the Town going out to bid for trash haulers. She announced that the grant has been approved and an RFP will be going out. She mentioned the process will take 12 to 18 months and the biggest part of the program will be educating the public. She noted that there are currently five trash haulers in Northbridge and she met with the three biggest ones that handle the residential service. The Board thanked Ms. Congdon for coming to their meeting this evening.

Worcester Regional Transit Authority (Bus Routes)/Present: Jonathan Church, Central Mass. Regional Planning Commission. Mr. Church mentioned that it's been about a year now since he's been working with the town to come up with proposals for bus routes. That said, based on the survey results and the feedback received from the public meetings the bus route schedules have been developed and they will begin servicing the Town of Northbridge on December 2, 2013. Notices will be sent to residents via flyers, newspaper ad, website [both WRTA and Town], and cable. Mr. Church noted that the Worcester Regional Transit Authority will have two routes into Northbridge from the Walmart in Whitinsville to the Shoppes at Blackstone Valley in Millbury and from the Grafton Train Station to the New Village Neighborhood. Bus fare is \$1.50 full fare and .75 cents one-way. Mr. Church mentioned that the vehicles will be housed at the Police Department and all the details have been worked out with both the Town Manager and Chief of Police.

Special Town Meeting for New China Pacific Restaurant. Present: Attorney Henry Lane, Lane and Hamer. The New China Pacific on Linwood Street planned to reopen the long-vacant restaurant by

New Year's, but a zoning glitch has delayed the opening. The restaurant is located in an industrial zone, which does not allow for restaurants. The building, however, had been functioning as a restaurant when that zoning went into effect in 1967 and was grandfathered. Unbeknownst to anyone until recently, the grandfathering expired after the building sat vacant for more than two years, meaning the restaurant cannot open unless the zoning is changed to a business zone. Attorney Lane, who is representing the existing owner, stated there is no way to remedy that, short of changing zoning to allow that business to operate in a business zone. The Town of Northbridge does not allow use variances, so the choice is to rezone or have it remain vacant until someone finds an industrial use for it. It's just something everyone overlooked. If anyone thought about it, they would have taken steps to freeze the grandfathering, but no one knew time was running out. Attorney Lane added this his clients anticipate covering the \$4,500.00 cost of a special town meeting for rezoning.

A motion/Mr. Ampagoomian, seconded/Mr. Marzec to move Special Town Meeting for New China Pacific Restaurant from discussion to decision. Roll Call Vote: Mr. Athanas/Yes, Mr. Marzec/Yes, Mr. Ampagoomian/Yes, Mr. Melia/Yes and Mr. Nolan/Yes.

A motion/Mr. Marzec, seconded/Mr. Melia to schedule a Special Town Meeting of the New China Pacific Restaurant for January 14, 2014. Selectman Ampagoomian requested to amend the motion as follows by including the following language to the motion: to have the proposed existing owner of the China Pacific cover all costs associated with the Special Town Meeting. Vote yes/Unanimous.

A motion/Mr. Marzec, seconded/Mr. Melia to open the Special Town Meeting Warrant this evening. Vote yes/Unanimous.

A motion/Mr. Marzec, seconded/Mr. Melia to close the Special Town Meeting Warrant on Monday, December 2, 2013 at Noon time. Vote yes/Unanimous.

Town Manager's Report. 1) **Code Red:** Reminded residents to sign up for Code Red services if they have not done so already. Information is located on the Town's home page or the Police Department's website. 2) **Northbridge Emergency Management Agency Update:** Held an emergency management meeting to prepare for any storms during the winter months. 3) **Insurance Advisory Committee/Wellness Program:** We are currently working with the Insurance Advisory Committee and Health Insurance companies to hold wellness fairs for town employees. 4) **Mass DEP Grant for compost bins:** The Town has received \$1250.00 in grant funds to purchase compost bins through the Board of Health. Further information will be forthcoming for the public to purchase these bins. 5) **Leaf Pick-Up/Snow Removal Operation: Leaf Pick-Up** - The Town has picked up almost 5,000 bags of leaves and plans to continue to pick up leaves until December 6, 2013 or the first major snow storm. Contact the Highway Department for pick-up. **Snow Removal** - The Highway Department has prepared their equipment for winter snow removal. A pamphlet for residents can be obtained at the Town Hall, Library, Senior Center, DPW garage, or on the Town's website. 6) **School Committee Vacancies:** There are two vacancies on the School Committee and the deadline for submitting applications is Monday, November 25, 2013 and a Joint Meeting with the School Committee will be the following week, December 3, 2013, at 6:30 P.M. at the Northbridge High School Media Center.

Selectmen's Concerns. **Selectman Athanas/**Asked if the water main break was handled in a timely manner and Town Manager Kozak mentioned that it was handled as quickly as possible but a part had to be ordered. **Selectman Marzec/**Mentioned that the Goldthwaite Road project came out really good but asked if the Highway Department could have white lines painted near the edge of the road. **Selectman Melia/1)** Mentioned that the road projects in town are moving ahead nicely but noted that there is a bump on North Main Street and Overlook Street that should be straightened out. Town Manager Kozak mentioned that nothing can be done until springtime. 2) Mentioned that a couple of leaf bags fell out of

one of the Highway trucks on Linwood Ave. and explained that the bags are sitting on the Linwood Mills side of the road. **3)** Asked if there was a Building, Planning and Construction Committee meeting and if anything was discussed on the DPW facility. Town Manager Kozak mentioned that he hasn't heard anything yet but will look into it. **Selectman Ampagoomian 1)** Asked when the Jersey barriers will be removed at the Ross Rajotte Bridge and Town Manager Kozak replied before winter. **2)** Asked if everything was still on track with the Sutton Street project and Town Manager Kozak replied yes.

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

Meeting Adjourned: 8:27 P.M.

Respectfully submitted,

James Athanas, Clerk

/dmg

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING – OPEN SESSION

November 18, 2013

- I. APPROVAL OF MINUTES**
 - A. 1) Copy of October 21, 2013 minutes.
- II. PUBLIC HEARING**
- III. APPOINTMENTS/By the Board of Selectmen**
 - B. 1. A.** Copy of Jean Mistretta's Talent Bank Application. **B. 1. B.** Copy of John Doldoorian's Talent Bank Application.
 - B. 2.** Copy of Jeremy Deorsey's Talent Bank Application, resume and memorandum from the Conservation Committee recommending appointment.
- IV. CITIZENS' COMMENTS/INPUT**
 - Copy of Toys for Tots announcement.
- V. DECISIONS**
 - C. Copy of Winter Parking Ban notice from the Police Department.
 - D. Copy of Mass. Department of Environmental Protection Waste Hauler's Final Report.
 - E. Copy of Community Innovation Challenge Grant for Public Safety Dispatch.
 - F. Copy of Community Innovation Challenge Grant for Stormwater Management.
- VI. DISCUSSIONS**
 - G. Copy of PowerPoint presentation on Comprehensive Wastewater Management Plan from CDM Smith.
 - H. Copy of Bus Routes from the Worcester Regional Transit Authority.
 - I. No documentation.
- VII. TOWN MANAGER'S REPORT**
 - J. 1) Code Red – **Copy of sign up notification from the Police Department.**
 - 2) Northbridge Emergency Management Agency Update – **No documentation.**
 - 3) Insurance Advisory Committee/Wellness Program – **No documentation.**
 - 4) Mass DEP Grant for compost bins. - **No documentation.**
 - 5) Leaf Pick-Up/Snow Removal Operation – **No documentation.**
 - 6) School Committee Vacancies – **No documentation.**
- VIII. SELECTMEN'S CONCERNS - No documentation.**
- IX. ITEMS FOR FUTURE AGENDA- No documentation.**
- X. CORRESPONDENCE- No documentation.**
- XI. EXECUTIVE SESSION - Copy of AFSCME, Council 93, Local 1709 Memorandum of Agreement with the Town of Northbridge.**

Property Address: Church Street Extension, Northbridge, Massachusetts

EASEMENT DEED

Osterman Propane, LLC, a Delaware limited liability company with a principal place of business in Northbridge, Worcester County, Massachusetts ("Grantor 1"), the owner of a certain parcel of land located on the southerly side of Church Street Extension, Northbridge, Massachusetts, described in a deed recorded with Worcester District Registry of Deeds in Book 47917, Page 189 ("Parcel 1"), and **V.E. Properties IX, LLC**, a Delaware limited liability company with a principal place of business in Northbridge, Worcester County, Massachusetts ("Grantor 2"; "Grantor 1" and "Grantor 2" are hereinafter collectively referred to as "Grantor"), the owner of a certain parcel of land located on the southerly side of Church Street Extension, Northbridge, Massachusetts, described, among other parcels, in a deed recorded with Worcester District Registry of Deeds in Book 45186, Page 114 ("Parcel 2"; "Parcel 1" and "Parcel 2" are hereinafter collectively referred to as the "Property")

for consideration paid, and in full consideration of LESS THAN ONE HUNDRED and 00/100 (\$100.00) DOLLARS

grant to

the **Town of Northbridge**, a Municipal Corporation with a principal place of business in Northbridge, Worcester County, Massachusetts, or its designee ("Grantee")

with QUITCLAIM COVENANTS

the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate an underground water service system (hereinafter referred to as the "Water Service System") in Northbridge, Worcester County, Massachusetts, consisting of pipes and fixtures, together with all necessary equipment and appurtenances related thereto for the furnishing of water service to the Property, in, over, under, through, across, upon, and along a portion of a certain parcel of land of the Grantor located on the southerly side of Church Street Extension, shown as "Proposed Water Line Easement" on that certain plan entitled "Water Line Easement Plan Of Land In The Town Of Northbridge, Massachusetts

For V.E. Properties IX, LLC and Osterman Propane, LLC" dated _____ prepared by Heritage Design Group (hereinafter referred to as the "Plan").

And further, said "Water Service System" (locations of the pipe and other facilities on the hereinbefore referred to land of the Grantor) is laid out and more particularly shown on said Plan. Said Plan is made a part hereof by reference thereto, copies of which are in the possession of the Grantor and Grantee herein, and the final definitive locations of said "Water Service System" shall become established by and upon the installation and erection thereof by the Grantee, in substantial compliance with the hereinbefore referred to Plan.

Also with the further perpetual right and easement from time to time to pass and repossess over, across and upon said land of the Grantor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "Water Service System" and each and every part thereof, but not the general location thereof, and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the "Water Service System" is specifically located as shown on the Plan herein referred to, of such trees, shrubs, bushes, structures, objects and surfaces as may in the opinion and judgment of the said Grantee, its successors and assigns, interfere with the safe and efficient operation and maintenance of said "Water Service System." However, said Grantee, its successors and assigns, further covenants and agrees that after any excavation or excavations made by it as permitted by this easement, it shall properly backfill said excavation or excavations and, to the extent reasonably possible, restore the surface of the land to the same condition said surface was in immediately prior to the excavation or excavations thereof. All work performed by the Grantee, its successors and assigns in connection with said "Water Service System" shall conform to all laws and regulations pertaining to water service systems in effect at the time such work is performed.

If said herein referred to locations as laid out and shown on the Plan herein also referred to are unsuitable for the purposes of the Grantee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the Plan above referred to by proper amendment or amendments thereto.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Grantor's land a

“Water Service System” for the purposes of supplying water service for the building, buildings, or proposed buildings shown on the Plan, as it may be amended.

It is further agreed that said “Water Service System” and all necessary appurtenances thereto, shall remain the property of the Grantee, its successors and assigns. By accepting said “Water Service System”, the Grantee, its successors and assigns hereby release the Grantor from any and all liability whatsoever which may result from or arise out of the Grantee’s installation, construction, reconstruction, repair, replacement, addition, maintenance and operation of said Water Service System.

Grantor agrees, for itself and its successors and assigns, not to interfere unreasonably with the rights granted to the Town hereunder. Grantor shall not construct, install or place any temporary or permanent buildings, structures, objects, or utilities on, under, or within the easement area, and shall repair, at its sole cost and expense, any damage caused to the Water Service System by Grantor or its agents, employees, or invitees. Grantor agrees not to grant any other easements, leases or licenses in or to the easement area which will interfere with the Grantee's perpetual easement hereunder without the prior written permission of the Grantee. Any easements, leases or licenses granted in violation of this provision shall be null and void.

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

This conveyance is made subject to and with the benefit of all restrictions, easements, rights, agreements, and stipulations of record, if any there be, insofar as the same are now in force and applicable.

This conveyance is not part of a transaction in which there is a sale, lease exchange, or other transfer of all or substantially all of the property or assets of Grantor 1. Grantor 1 is a Delaware limited liability company and is not treated as a corporation for tax purposes.

This conveyance is not part of a transaction in which there is a sale, lease exchange, or other transfer of all or substantially all of the property or assets of Grantor 2. Grantor 2 is a Delaware limited liability company and is not treated as a corporation for tax purposes.

For Grantor 1’s title to Parcel 1, see Deed of E. Osterman, Inc., dated October 3, 2011, and recorded with Worcester District Registry of Deeds in Book 47917, Page 189.

For Grantor 2's title to Parcel 2, among other parcels, see Deed of Edward P. O'Leary, Executor of the Estate of Paul V. O'Leary, dated November 16, 2009, and recorded with Worcester District Registry of Deeds in Book 45186, Page 114.

EXECUTED as an instrument under seal this ____ day of _____, 2013.

Osterman Propane, LLC

By: _____
Vincent J. Osterman
duly authorized

COMMONWEALTH OF MASSACHUSETTS

County of Worcester

On this ____ day of _____, 2013 before me, the undersigned notary public, personally appeared Vincent J. Osterman, duly authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property on behalf of Osterman Propane, LLC, who proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Osterman Propane, LLC.

Notary Public
My commission expires:

EXECUTED as an instrument under seal this ____ day of _____, 2013.

V.E. Properties IX, LLC

By: _____
Vincent J. Osterman
Its Manager
duly authorized

COMMONWEALTH OF MASSACHUSETTS

County of Worcester

On this ____ day of _____, 2013 before me, the undersigned notary public, personally appeared Vincent J. Osterman, Manager duly authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property on behalf of V.E. Properties IX, LLC, who proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of V.E. Properties IX, LLC.

Notary Public
My commission expires:

Acceptance of Deed

The Town of Northbridge, acting by and through its Board of Selectmen, hereby accepts the foregoing deed from Osterman Propane, LLC and V.E. Properties IX, LLC on this ____ day of _____, 2013.

Town of Northbridge,
By its Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

County of Worcester

On this ____ day of _____, 2013 before me, the undersigned notary public, personally appeared _____, members of the Northbridge Board of Selectmen, who proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, and that they have the authority to sign as Members of the Board of Selectmen of the Town of Northbridge.

Notary Public
My commission expires:

Property Address: Church Street Extension, Northbridge, Massachusetts

EASEMENT DEED

Osterman Propane, LLC, a Delaware limited liability company with a principal place of business in Northbridge, Worcester County, Massachusetts ("Grantor 1"), the owner of a certain parcel of land located on the southerly side of Church Street Extension, Northbridge, Massachusetts, described in a deed recorded with Worcester District Registry of Deeds in Book 47917, Page 189 ("Parcel 1"), and **V.E. Properties IX, LLC**, a Delaware limited liability company with a principal place of business in Northbridge, Worcester County, Massachusetts ("Grantor 2"; "Grantor 1" and "Grantor 2" are hereinafter collectively referred to as "Grantor"), the owner of a certain parcel of land located on the southerly side of Church Street Extension, Northbridge, Massachusetts, described, among other parcels, in a deed recorded with Worcester District Registry of Deeds in Book 45186, Page 114 ("Parcel 2"; "Parcel 1" and "Parcel 2" are hereinafter collectively referred to as the "Property")

for consideration paid, and in full consideration of LESS THAN ONE HUNDRED and 00/100 (\$100.00) DOLLARS

grant to

the **Town of Northbridge**, a Municipal Corporation with a principal place of business in Northbridge, Worcester County, Massachusetts, or its designee ("Grantee")

with QUITCLAIM COVENANTS

the perpetual right and easement to construct, inspect, repair, remove, replace, operate, and forever maintain or abandon in place utilities, namely sewer facilities, with any manholes, pipes, conduits and other appurtenances (hereinafter referred to as the "Sewer System"), in, over, under, through, across, upon, and along a portion of the Grantor's Property, all as shown on that certain plan entitled "Osterman Commerce Park Sewer Easement Plan In The Town Of Northbridge, Massachusetts For V.E. Properties IX, LLC" dated _____, prepared by Heritage Design Group (the "Plan"). Said Plan is made a part hereof by reference thereto, copies of which are in the possession of the Grantor and

Grantee herein, and the final definitive locations of said "Sewer System" shall become established by and upon the installation and erection thereof by the Grantee, in substantial compliance with said Plan.

Also with the further perpetual right and easement from time to time to pass and repass over, across and upon said land of the Grantor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "Sewer System" and each and every part thereof, but not the general location thereof, and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the "Sewer System" is specifically located as shown on the Plan herein referred to, of such trees, shrubs, bushes, structures, objects and surfaces as may in the opinion and judgment of the said Grantee, its successors and assigns, interfere with the safe and efficient operation and maintenance of said "Sewer System." However, said Grantee, its successors and assigns, further covenants and agrees that after any excavation or excavations made by it as permitted by this easement, it shall properly backfill said excavation or excavations and, to the extent reasonably possible, restore the surface of the land to the same condition said surface was in immediately prior to the excavation or excavations thereof. All work performed by the Grantee, its successors and assigns in connection with said "Sewer System" shall conform to all laws and regulations pertaining to sewer systems in effect at the time such work is performed.

If said herein referred to locations as laid out and shown on the Plan herein also referred to are unsuitable for the purposes of the Grantee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the Plan above referred to by proper amendment or amendments thereto.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Grantor's land a "Sewer System" for the purposes of supplying sewer service for the building, buildings, or proposed buildings shown on the Plan, as it may be amended.

It is further agreed that said "Sewer System" and all necessary appurtenances thereto, shall remain the property of the Grantee, its successors and assigns. By accepting said "Sewer System", the Grantee, its successors and assigns hereby release the Grantor from any and all liability whatsoever which may result from or arise out of the Grantee's installation, construction, reconstruction, repair, replacement, addition, maintenance, operation, removal and abandonment in place of said Sewer System.

Grantor agrees, for itself and its successors and assigns, not to interfere unreasonably with the rights granted to the Town hereunder. Grantor shall not construct, install or place any temporary or permanent buildings, structures, objects, or utilities on, under, or within the easement area, and shall repair, at its sole cost and expense, any damage caused to the Sewer System by Grantor or its agents, employees, or invitees. Grantor agrees not to grant any other easements, leases or licenses in or to the easement area which will interfere with the Grantee's perpetual easement hereunder without the prior written permission of the Grantee. Any easements, leases or licenses granted in violation of this provision shall be null and void.

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

This conveyance is made subject to and with the benefit of all restrictions, easements, rights, agreements, and stipulations of record, if any there be, insofar as the same are now in force and applicable.

This conveyance is not part of a transaction in which there is a sale, lease exchange, or other transfer of all or substantially all of the property or assets of Grantor 1. Grantor 1 is a Delaware limited liability company and is not treated as a corporation for tax purposes.

This conveyance is not part of a transaction in which there is a sale, lease exchange, or other transfer of all or substantially all of the property or assets of Grantor 2. Grantor 2 is a Delaware limited liability company and is not treated as a corporation for tax purposes.

For Grantor 1's title to Parcel 1, see Deed of E. Osterman, Inc., dated October 3, 2011, and recorded with Worcester District Registry of Deeds in Book 47917, Page 189.

For Grantor 2's title to Parcel 2, among other parcels, see Deed of Edward P. O'Leary, Executor of the Estate of Paul V. O'Leary, dated November 16, 2009, and recorded with Worcester District Registry of Deeds in Book 45186, Page 114.

EXECUTED as an instrument under seal this ____ day of _____, 2013.

Osterman Propane, LLC

By: _____
Vincent J. Osterman
duly authorized

COMMONWEALTH OF MASSACHUSETTS

County of Worcester

On this ____ day of _____, 2013 before me, the undersigned notary public, personally appeared Vincent J. Osterman, duly authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property on behalf of Osterman Propane, LLC, who proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Osterman Propane, LLC.

Notary Public
My commission expires:

EXECUTED as an instrument under seal this ____ day of _____, 2013.

V.E. Properties IX, LLC

By: _____
Vincent J. Osterman
Its Manager
duly authorized

COMMONWEALTH OF MASSACHUSETTS

County of Worcester

On this ____ day of _____, 2013 before me, the undersigned notary public, personally appeared Vincent J. Osterman, Manager duly authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property on behalf of V.E. Properties IX, LLC, who proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of V.E. Properties IX, LLC.

Notary Public
My commission expires:

Acceptance of Deed

The Town of Northbridge, acting by and through its Board of Selectmen, hereby accepts the foregoing deed from Osterman Propane, LLC and V.E. Properties IX, LLC on this ____ day of _____, 2013.

Town of Northbridge,
By its Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

County of Worcester

On this ____ day of _____, 2013 before me, the undersigned notary public, personally appeared _____, members of the Northbridge Board of Selectmen, who proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, and that they have the authority to sign as Members of the Board of Selectmen of the Town of Northbridge.

Notary Public
My commission expires:



TOWN OF NORTHBRIDGE
DEPARTMENT OF POLICE

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



WALTER J. WARCHOL
CHIEF OF POLICE

TIMOTHY LABRIE
LIEUTENANT

RECEIVED

NOV 15 2013

Northbridge Town Manager

To: Theodore Kozak, Town Manager
From: Walter J. Warchol, Chief of Police *wjw*
Subject: Mutual Aid Agreement with the City of Worcester
Date: November 15, 2013

I am requesting that the Town of Northbridge enter into a "Mutual Aid Agreement" with the City of Worcester. Currently, the Town of Northbridge has a valid "Mutual Aid Agreement" with approximately 80 communities in Worcester County.

On a weekly basis Northbridge Police Officers travel into the City of Worcester for a variety of official duties. The Mutual Aid Agreement gives limited police powers to Northbridge Police Officers while in the City of Worcester on official duty for court appearances in the Worcester County Courthouse and transporting and guarding prisoners receiving medical treatment at city hospitals.

Without this agreement Northbridge Police Officers would have no official police authority while performing their official duties in the City of Worcester.

I have attached a copy of the "Mutual Aid Agreement" which was developed and written by Attorney Jack Collins, MA Chiefs of Police Association and the City of Worcester.

MUTUAL AID AGREEMENT

Agreement made as of the _____ day of _____ 2013, by and among the City of Worcester and those municipalities that are signatories to this agreement.

WHEREAS, the parties to this agreement recognize that in certain situations the ability of police officers to exercise police powers outside of the territorial limits of the municipality where such officers are legally employed may be desirable and necessary in order to preserve and protect the lives, safety and property of the public; and

WHEREAS, chapter 40, section 8G of the Massachusetts General Laws authorizes cities and towns which have accepted its provisions to enter into law enforcement mutual aid agreements; and

WHEREAS, each of the parties to this agreement has duly accepted the provisions of M.G.L. c. 40, § 8G, and desires to enter into an agreement which sets forth mutually agreeable terms and conditions for the furnishing of law enforcement mutual aid and for the exercise of police authority by police officers of each municipal party within the territorial limits of each other municipal party.

NOW, THEREFORE, the parties to this agreement agree as follows:

SECTION 1 - DEFINITIONS

“Commanding Officer” means the Chief of Police or, in the absence of the Chief of Police, the police officer designated as having command responsibility.

“Equipment” or “Police Equipment” means any tangible personal property used by police officers pursuant to this agreement including, but not limited to, motor vehicles, radios, uniforms and accessories, weapons and ammunition, tear gas, “pepper spray” and mace, handcuffs, batons, body armor, binoculars, cameras, gasoline and batteries.

“Municipality” means a city or town (or, where appropriate, other entity such as university or out of state community, for example) which is a party to this agreement.

“Mutual Aid” means the provision of police officers and equipment by one Municipality to another pursuant to this agreement, on a temporary basis.

“Police Officer” means any person appointed to be a member of the police department of a Municipality and authorized to exercise police powers, including the power of arrest and who has successfully completed a basic recruit or Reserve/Intermittent academy operated or approved by the Massachusetts Municipal Police Training Committee.

“Requester” or “Requesting Municipality” means the party which requests police officers or police equipment from another party pursuant to this agreement.

“Responder” or “Responding Municipality” means the party which provides police officers or police equipment to another party pursuant to this agreement.

“Transporting Officer(s)” means one or more police officers engaged in transporting a person under their care, custody or control, including but not

limited to prisoners, detainees, suspects, witnesses, injured persons, and confidential informants.

SECTION 2 - SCOPE OF COVERAGE

2.1 A Requesting Municipality may invoke the provisions of this agreement whenever it determines, in its sole discretion, that it temporarily needs additional police officers or equipment from another Municipality. This agreement is not intended to substitute for or preclude any other agreements that may now or hereafter be in effect among any of the parties to this agreement. Nor does it supersede any other means, such as M.G.L. c. 41, § 98, by which police officers may be requested or supplied. It is not intended to cover off-duty assignments.

2.2 The provisions of this agreement shall not be construed as imposing an obligation on any Municipality to respond to a request for mutual aid. The extent of assistance to be furnished under this agreement shall be determined solely by the Municipality furnishing the assistance, and it is understood and agreed that the assistance furnished may be recalled at the sole discretion of the Responding Municipality.

2.3 Additionally, this agreement authorizes police officers of each Municipality to exercise full police powers in each other Municipality, even in the absence of a specific request for mutual aid, provided such police officer is on duty for his/her employing department at the time and one of the following three situations applies:

A. Transporting a prisoner to or from a hospital:

- a. As not every municipality has a hospital or medical facility, there are times when out of town officers must bring prisoners to these facilities for treatment or transport them from such hospitals or medical facilities. Police officers from signatory municipalities may exercise full police powers in

the City of Worcester or other municipality in which is located a hospital or medical facility, not only during the actual transportation of a prisoner to or from a hospital or other medical facilities, but also during any period of guarding a person in the officer's care, custody or control. Such officer is authorized to perform customary police functions including but not limited to preventing escape, arresting confederates, aiders, and abettors in escape, while having police officer status if assaulted and may exercise other police functions while guarding or accompanying the individual.

- b. Should a police department from a signatory municipality use the Worcester Police Department's lockup facility and if the prisoner is sick or injured upon arrival, the Worcester Police Department typically will refuse to accept that prisoner. In these cases, it is the arresting police department's obligation to get the prisoner medically cleared. This agreement will authorize officers from signatory communities not only to transport prisoners to and from the Worcester Police Department's lock-up, but also to and from a hospital or other medical facility in the City.

B. Courthouse

- a. Courthouses are epicenters for criminals and their associates and officers should be able to fully protect themselves as sworn police officers. Uniformed officers with guns at the courthouse need the right to arrest and take police action where warranted. Moreover, they need Police Officer status if assaulted.
- b. Should a police officer from a signatory municipality be on duty for any purpose at a courthouse in another signatory municipality, such officer may take all lawful police action to preserve the peace, protect the courthouse staff and public, and carry out the officer's duties as a police officer in or about the courthouse.

C. Pursuing a motorist across a city/town line

- a. An officer from a police department in signatory community is authorized to stop a motor vehicle for an offense that occurs in the officer's employing municipality but where that motorist crosses into Worcester or another signatory municipality before stopping for the officer. Upon stopping the motorist, the officer may conduct any lawful inquiry, make any lawful observations, and carry out customary

police functions, including but not limited to requiring an operator to perform field sobriety tests, and may make an arrest or take other enforcement actions, including but not limited to placing a person in Protective Custody or issuing a citation or warning.

- b. This agreement will in no way restrict officers from engaging in so-called "fresh and continued pursuit" pursuant to applicable Massachusetts law where there is an arrestable offense observed in the officer's home jurisdiction.

Note: While acting pursuant to Section 2.3, so-called Section 12 actions could also be made by officers if warranted.

Officers entering the City of Worcester pursuant to Section 2.3 of this agreement should make arrangements to have the Worcester Police Department's Dispatch Center notified both on their entry and departure from the City. A phone call, radio call or other form of notice will suffice, simply stating that they have a prisoner at UMass for treatment under guard by (the name of their department), for example. Conversely, Worcester Police Officers entering a signatory municipality pursuant to this agreement shall make similar arrangements to have the local police department notified upon their entry and departure.

SECTION 3 - AUTHORITY OF OFFICERS

3.1 The police powers, rights, privileges and immunities of any Police Officer employed by a party to this agreement shall extend within the territorial limits of each other party to this agreement while such officer is in the course of providing Mutual Aid, or engaging in authorized actions pursuant to Section 2.3 of this agreement, including while traveling directly to and from the requesting Municipality.

3.2 When providing Mutual Aid, or engaging in authorized actions pursuant to Section 2.3 of this agreement, a Police Officer shall not be considered for any purpose to be an employee of the Requesting Municipality. All employment rights, compensation and benefits shall be the responsibility of

the Municipality by which the police officer is regularly employed, subject, however, to the reimbursement provisions of Section 5 of this agreement.

SECTION 4 - COMMAND AND CONTROL

4.1 Upon entering the jurisdiction of a Requesting Municipality in response to a request for assistance, police officers of a Responding Municipality shall report immediately to the Commanding Officer of the Requesting Municipality, and shall be under the direction and control of said Commanding Officer.

Note: Officers entering the City of Worcester or other signatory municipality pursuant to Section 2.3 of this agreement should make arrangements to have the Worcester (or other signatory municipality's) Police Department's Dispatch Center notified both on their entry and departure from the City (or other signatory municipality). A phone call, radio call or other form of notice will suffice, simply stating, for example, that they have a prisoner at UMass Hospital for treatment under guard by (the name of their department). Conversely, Worcester (or other signatory municipality) Police Officers entering a signatory municipality pursuant to this agreement shall make similar arrangements to have the local police department notified upon their entry and departure.

4.2 The Commanding Officer of the Responding Municipality may recall the police officers and equipment of his/her department at his/her sole discretion.

4.3 Nothing in this Section shall prohibit or restrict the authority of superior officers from a Responding Municipality to command subordinate officers of the Responding Municipality while they are in the jurisdiction of the Requesting Municipality.

SECTION 5 - COST AND EXPENSES

5.1 Each Responding Municipality shall assume and be responsible for paying (i) all of its own personnel costs, including but not limited to, the salaries, overtime premiums, and disability benefits payable to its own police officers, and (ii) all of its own equipment costs, including but not limited to, damage to or loss of equipment, and use of fuel, ammunition and other expendable supplies.

5.2 Notwithstanding the foregoing, however, the Requesting Municipality shall reimburse the Responding Municipality for such payments to the extent there is either insurance coverage available to do so or any Federal or State emergency funds (e.g., in the event of a natural disaster) available to do so.

SECTION 6 - INDEMNIFICATION AND INSURANCE

6.1 The Requesting Municipality agrees to indemnify, defend and hold harmless the Responding Municipality from and against all liability, claims and damages for any civil rights violations, personal injuries, including death, and property damage caused by or arising out of any intentional or negligent misconduct by officers or employees of the Requesting Municipality, or by officers of the Responding Municipality while acting in good faith compliance with the orders or directives of a superior officer of the Requesting Municipality.

6.2 Unless a municipality is "self-insured," each Municipality shall maintain a liability insurance policy, with coverage limits of at least \$1,000,000.00 for personal injury, including death, and \$500,000.00 for property damage, covering the actions of itself and its police officers while receiving or rendering Mutual Aid.

SECTION 7 - CERTIFICATIONS

7.1 Each Municipality certifies to the others (i) that it has duly accepted the provisions of chapter 40, § 8G of the Massachusetts General Laws, (ii) that it is duly authorized to execute this agreement and (iii) that its Police Officers have complied with training mandates of chapter 41, § 96B of the Massachusetts General Laws. (To the extent that any of these provisions do not apply, such as with a self-insured or out of state entity, a party will supply a written explanation to the other parties.)

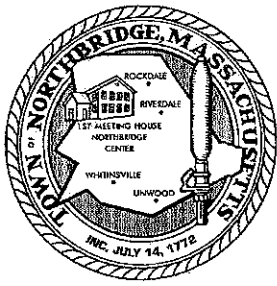
SECTION 8 - TERMINATION

8.1 Any Municipality may withdraw from this agreement at any time upon thirty (30) days' prior written notice to all other parties. Notice should be given to the undersigned position [e.g., Mayor, Manager, Selectmen, etc.] with a copy to the Police Chief, of a Municipality. This agreement, however, shall continue to be in effect among the remaining Municipalities.

Executed as a sealed instrument as of the day and year first above written.

City/Town of _____

City/Town of _____




TOWN OF NORTHBRIDGE
CONSERVATION COMMISSION

7 MAIN STREET
WHITINSVILLE, MASSACHUSETTS 01588
Telephone (508) 234-0817
Fax (508) 234-0814

MEMORANDUM

TO: Sharon Susienka
Executive Assistant to the Town Manager

FROM: Barbara A. Kinney, Administrative Assistant 

DATE: November 18, 2013

RE: 1025 Mendon Road Conservation Restriction

Attached is the Conservation Restriction Document that needs to be signed by the Board of Selectmen and notarized. It will then need to be signed by the Secretary of Energy and Environmental Affairs. See David Doneski's email of November 13, 2013 regarding working with the Herrick's attorney on the initial recording and a subsequent recording with all the signatures of the Conservation Restriction Document.

Also attached is the Certificate of Compliance that needs to be held in escrow until the completely signed Conservation Restriction document is recorded at the Registry of Deeds. At that time, the Certificate of Compliance will also need to be recorded at the Registry as well.

If you have any questions, please let me know.

CONSERVATION RESTRICTION

We, Bryan Herrick and Rachel Herrick, both of 1025 Mendon Road, Northbridge, Massachusetts, being the sole owners of the below described property, together with their successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grant, with quitclaim covenants, to the Town of Northbridge, acting by and through its Conservation Commission, by authority of Chapter 40, Section 8C, together with its permitted successors and assigns ("Grantee"), for consideration of less than \$100.00, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on a parcel of land located in the Town of Northbridge, Worcester County, Massachusetts described as follows:

A 22,185 sq. ft. portion of a 62,400 sq. ft. parcel of land, (the "Premises"), located on Mendon Road in the Town of Northbridge, Worcester County, Massachusetts, shown as "Conservation Restrictive Easement Area" on a plan of land entitled, "Easement Plan of Land in Northbridge, Massachusetts Scale: 1" = 40 feet Date: October 8, 2013, Guerriere & Halnon, Inc. 1029 Providence Road Whitinsville, MA 01588, Owner: Bryan & Rachel Herrick, 1025 Mendon Road, Northbridge, MA, Prepared for: F&D Central Realty Corp., 189 Main Street, Milford, MA 01757," and recorded in the Worcester South District Registry of Deeds in Plan Book _____ Plan _____ (the "Plan") as further described in Exhibit A. For Grantor's title see Book 47345, Page 157 in said Deeds.

The terms and conditions of this Conservation Restriction shall be binding upon and inure to the benefit of the Grantor, the Grantee and the Commonwealth of Massachusetts, their successors and assigns.

This Conservation Restriction was required as a condition of the Order of Conditions in Mass DEP File Number 248-557, recorded at the Worcester South District Registry of Deeds in Book 42679, Page 17.

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition in perpetuity and for conservation purposes, predominantly in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth in Paragraph B below, the Grantor will not perform or permit the following acts and uses which are prohibited in, on, above and below the Premises:

1. Constructing, placing or allowing any temporary or permanent road, building, tennis court, landing strip, mobile home, swimming pool, fences, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, tower, or other temporary or permanent structure or facility in, on, above or below said Premises.
2. Mining, excavating, dredging or removing soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit.
3. Placing, filling, storing or dumping of soil, rock, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks.
4. Cutting, removing or otherwise destroying trees, grasses or other vegetation.
5. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation.
6. No snowmobiles, motorcycles, mopeds, all-terrain vehicles, bicycles, trail bikes, or any other motorized or non-motorized vehicles of any kind shall be used, parked, stored, maintained, operated or otherwise allowed on the Premises except for vehicles necessary for public safety personnel (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties.
7. The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises.
8. Any other use of or activity on the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation interests.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction or other significant conservation interests, and provided that all such activities and uses are in full conformity with all applicable local, state and federal environmental laws and regulations:

- a) Recreational Activities – Fishing, boating, hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, and do not degrade environmental quality.
- b) Forestry - In accordance with generally accepted forest management practices, removing of brush, selective de minimis cutting and pruning of trees to prevent, control or remove hazards, damage caused by disease, insects or fire, or to preserve the present condition of the Premises, including vistas, wood roads, fence lines, and trails and meadows.
- c) Non-native Flora - The removal of non-native or invasive flora and interplanting of indigenous species and the control of species in a manner that minimizes damage to surrounding non-target species and preserves water quality.
- d) Composting – The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes of this Restriction; and
- e) Permits – The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with the Northbridge Zoning Bylaw, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The Grantor and Grantee acknowledge that inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.

III. LEGAL REMEDIES OF THE GRANTEE

- A. Legal and Injunctive Relief. The rights hereby granted to Grantee include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations thereof, including without limitation relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (it being agreed that Grantee will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee. Grantee shall attempt to resolve issues concerning violations through negotiations with Grantor prior to resorting to legal means.
- B. Non-Waiver. Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.
- C. Disclaimer of Liability. By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to,

hazardous materials laws and regulations, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

- D. Acts Beyond the Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable that the Premises be restored, the parties will cooperate in attempting to restore the Premises if feasible.

IV. ACCESS BY THE GRANTEE

The Grantee acting through their officers, directors, employees, representatives, contractors and agents are hereby granted the permanent right and easement to enter and traverse the Premises at reasonable times and in a reasonable manner with 24 hours written prior notice (except for emergency situations), to 1) exercise the rights granted herein to Grantee, 2) monitor and inspect the Premises, 3) determine compliance with the terms of this Conservation Restriction, 4) prevent, remedy and/or abate any violations thereof and otherwise enforce the terms of this Conservation Restriction, all as provided in this Conservation Restriction.

V. EXTINGUISHMENT

If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law.

A. Grantee's Receipt of Property Right

The Grantor and Grantee agree that the grant of this Conservation Restriction is a real property right, immediately vested in the Grantee. Notwithstanding this right, in the event of termination or extinguishment of this Restriction in accordance with the terms hereof, the Grantee's proportionate value shall be set at zero percent.

B. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority, other than the Town of Northbridge, under power of eminent domain or other act of public authority, both the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and the Grantee.

VI. DURATION AND ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances:

- As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and
- The assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as a donee eligible to hold this Conservation Restriction directly; and
- Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee at least 20 days prior to such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction.

The Grantor shall be liable only for violations existing or caused during its ownership, or for any transfer, if in violation of the terms of this Conservation Restriction. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations and any violations existing during its ownership.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, and at the Grantor's cost, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any document, including an estoppel certificate,

which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. AMMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction under Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The then holder of the Conservation Restriction will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Worcester South District Registry of Deeds.

X. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the Worcester South District Registry of Deeds. The Grantee shall record this instrument in a timely manner in the Worcester South District Registry of Deeds.

XI. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, return receipt requested, addressed as follows:

To Grantor: Bryan Herrick and Rachel Herrick
1025 Mendon Street
Northbridge, Massachusetts 01588

To Grantee: Town of Northbridge
Conservation Commission
Aldrich School Town Hall Annex
14 Hill Street
Whitinsville, MA 01588

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

XII. MISCELLANEOUS

(1) Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

(2) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purposes of this Conservation Restriction and the policy and purpose of M.G.L. Chapter 184, Sections 31-33 and of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

(3) Severability. If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.

(4) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.


(5) Pre-existing rights of the Public. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises. Any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.


(6) No Merger. No transfer of Grantor's or Grantee's interest in the Premises and no acquisition of any additional interest in the Premises by Grantor or Grantee shall be made if it will cause this Conservation Restriction to merge with the fee or have the effect of causing any of the terms hereof to be rendered unenforceable by reason of the so-called "doctrine of merger." If it is determined that merger will occur, no deed will be effective until the Conservation Restriction has been transferred or assigned to prevent merger. It is the intent of the parties that the Premises will be subject to the terms of this Conservation Restriction in perpetuity, notwithstanding any merger.

XIII. Attachments

Exhibit A	Metes and Bounds Description
Exhibit B	Order of Conditions
Exhibit C	Restrictive Easement plan of Land (reduced size)

WITNESS my hand and seal this 17 day of October, 2013.



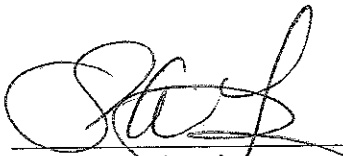
BRYAN HERRICK


RACHEL HERRICK

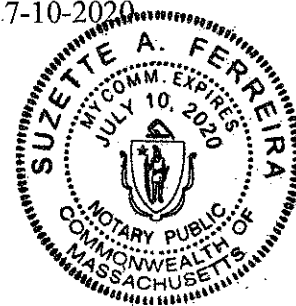
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 17 day of October, 2013, before me, the undersigned notary public, personally appeared Bryan Herrick and Rachel Herrick and proved to me through satisfactory evidence of identification which were Commonwealth of Massachusetts driver's licenses to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Suzette A. Ferreira
Notary Public
My Commission Expires: 7-10-2020



ACCEPTANCE OF GRANT

At a public meeting held on November 14, 2013, the Town of Northbridge, acting by and through its Conservation Commission, pursuant to M.G.L. c.40, §8C, hereby accepts the foregoing Conservation Restriction from Bryan Herrick and Rachel Herrick this 14 day of November, 2013.

Northbridge Conservation Commission

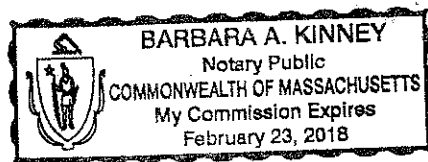
Amar J. Cruz
W. Day
John E. Brown
[Signature]
[Signature]

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 14 day of November, 2013, before me, the undersigned notary public, personally appeared John E. Brown, member of the Northbridge Conservation Commission, proved to me through satisfactory evidence of identification which was personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Northbridge Conservation Commission.

Barbara A. Kinney
Notary Public
My Commission Expires: February 23, 2018



C. D. Smith

APPROVAL BY SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Northbridge, Massachusetts, hereby certify that at a meeting duly held on _____, 2013 the Board of Selectmen voted to approve the foregoing Conservation Restriction to the Town of Northbridge Conservation Commission.

TOWN OF NORTHBRIDGE BOARD OF SELECTMEN

By: _____
Its: _____
Duly Authorized

By: _____
Its: _____
Duly Authorized

By: _____
Its: _____
Duly Authorized

By: _____
Its: _____
Duly Authorized

By: _____
Its: _____
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

County of Worcester, ss. _____, 2013

Before me today the undersigned, _____, one or more of the members of the Town of Northbridge Board of Selectmen named above who is/are personally known to me or otherwise proved to me through other satisfactory evidence of identification, which was _____, to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Northbridge Board of Selectmen.

Notary Public
My Commission Expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Town of Northbridge Conservation Commission has been approved in the public interest pursuant to M.G.L. Ch. 184, §32.

Dated: _____, 2013

SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS

By: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss. _____, 2013

Before me today the undersigned,
_____, named above who is personally known to me or otherwise proved to me through other satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Secretary of Energy and Environmental Affairs.

Notary Public
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION
CONSERVATION EASEMENT
LOT 2

A certain parcel of land located in the Town of Northbridge, Worcester County, Massachusetts more particularly described as follows:

Beginning at the southeast corner thereof at a point at land now or formerly of Craig & Stephanie Consigli, said point being N 01° 32' 04" W a distance of 230.70 feet from an iron pipe found on the northerly sideline of Mendon Road;

Thence S 85° 03' 33" W a distance of 188.96 feet to a point;

Thence N 54° 21' 13" W a distance of 17.74 feet to a point at land now or formerly of F & D Central Realty Corp.;

Thence N 10° 51' 04" W a distance of 148.48 feet to a point;

Thence N 27° 42' 40" E a distance of 10.00 feet to a point in the centerline of Miscoe Brook at land of the Town of Northbridge. The last two courses by land of said F & D Central Realty Corp.;

Thence southerly and southeasterly along the centerline of said Miscoe Brook and land of said Town of Northbridge a distance of 237' more or less to a point at land now or formerly of Craig & Stephanie Consigli;

Thence S 01° 32' 04" E by land now or formerly of said Craig & Stephanie Consigli a distance of 105 feet more or less to the point of beginning.

Said parcel contains an area of 22,185 square feet more or less and is more particularly shown on a plan entitled "Easement Plan of Land in Northbridge, Massachusetts Scale: 1" = 40 feet Date: October 8, 2013, Guerriere & Halnon, Inc. 1029 Providence Road Whitinsville, MA 01588, Owner: Bryan & Rachel Herrick, 1025 Mendon Road, Northbridge, MA, Prepared for: F&D Central Realty Corp., 189 Main Street, Milford, MA 01757" recorded in the Worcester District Registry of Deeds in Plan Book _____, Plan No. _____.

EXHIBIT B

Order of Conditions



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 5 – Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §

MassDEP File Number

248-557



Bk: 42879 Pg: 17
 Page: 1 of 14 04/11/2008 09:16 AM WD

A. General Information

Important:
 When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. From: Northbridge
 Conservation Commission

2. This issuance is for (check one): a Order of Conditions b. Amended Order of Conditions

3. To: Applicant:

Jamie Serrano
 a. First Name b. Last Name

31 Pine Street
 c. Organization
 d. Mailing Address

Unionville CT 06085
 e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):

Lillian C. Medeiros
 a. First Name b. Last Name

31 Pine Street
 c. Organization
 d. Mailing Address

Unionville CT 06085
 e. City/Town f. State g. Zip Code

5. Project Location:

Mendon Road (East of South Street) Northbridge
 a. Street Address b. City/Town

32 323 (Lot 2)
 c. Assessors Map/Plat Number d. Parcel/Lot Number

42 07'18"N 71 35'47"
 e. Latitude f. Longitude

Latitude and Longitude, if known:

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):

Worcester 309
 a. County b. Certificate Number (if registered land)

38776 309
 c. Book d. Page

February 28, 2008 March 26, 2008 April 9, 2008
 a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance

7. Dates:

8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):

Proposed Conservation Easement in Northbridge, MA
 a. Plan Title

McNeil Engineering, LLC Robert D. McNeil III
 b. Prepared By c. Signed and Stamped by

March 26, 2008 1 inch = 30 feet
 d. Final Revision Date e. Scale

f. Additional Plan or Document Title g. Date



WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act. Check all that apply:

- a. Public Water Supply
- b. Land Containing Shellfish
- c. Prevention of Pollution
- d. Private Water Supply
- e. Fisheries
- f. Protection of Wildlife Habitat
- g. Groundwater Supply
- h. Storm Damage Prevention
- i. Flood Control

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

- a. the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.

Denied because:

- b. the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect these interests, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

- 3. Buffer Zone Impacts: Shortest distance between limit of project disturbance and wetland boundary (if available)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	a. linear feet	b. linear feet	c. linear feet	d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	a. square feet e. c/y dredged	b. square feet f. c/y dredged	c. square feet	d. square feet



WPA Form 5 – Order of Conditions

248-557

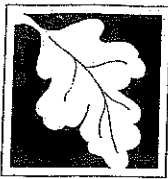
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Findings (cont.)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
7. <input type="checkbox"/> Bordering Land Subject to Flooding	a. square feet	b. square feet	c. square feet	d. square feet
Cubic Feet Flood Storage	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	a. square feet	b. square feet		
Cubic Feet Flood Storage	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. <input type="checkbox"/> Riverfront area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet

Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)

10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	a. square feet	b. square feet	c. c/y nourishmt.	d. c/y nourishmt.
14. <input type="checkbox"/> Coastal Dunes	a. square feet	b. square feet	c. c/y nourishmt.	d. c/y nourishmt.
15. <input type="checkbox"/> Coastal Banks	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	a. c/y dredged	b. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	a. square feet	b. square feet		



WPA Form 5 – Order of Conditions

248-557

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. General Conditions Under Massachusetts Wetlands Protection Act

(only applicable to approved projects)

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. the work is a maintenance dredging project as provided for in the Act; or
 - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
7. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
8. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to this Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
9. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]

"File Number 248-557"



WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. General Conditions Under Massachusetts Wetlands Protection Act

10. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
11. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
12. The work shall conform to the plans and special conditions referenced in this order.
13. Any change to the plans identified in Condition #12 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
14. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
15. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
16. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
17. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
18. **The work associated with this Order is (1) is not (2) subject to the Massachusetts Stormwater Policy Standards. If the work is subject to the Stormwater Policy, the following conditions apply to this work and are incorporated into this Order:**
 - a) No work, including site preparation, land disturbance, construction and redevelopment, shall commence unless and until the construction period pollution prevention and erosion and sedimentation control plan required by Stormwater Standard 8 is approved in writing by the issuing authority. Until the site is fully stabilized, construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan, and if applicable, the Stormwater Pollution Plan required by the National Discharge Elimination System Construction General Permit.

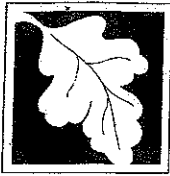


WPA Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs until written approval is received from the issuing authority. To request written approval, the following must be submitted: illicit discharge compliance statement required by Stormwater Standard 10 and as-built plans signed and stamped by a registered professional engineer certifying the site is fully stabilized; all construction period stormwater BMPs and any illicit discharges to the stormwater management system have been removed; and all post-construction stormwater BMPs were installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure they are not damaged and will function properly.
- c) Prior to requesting a Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall submit to the issuing authority an Operation and Maintenance (O & M) Compliance Statement for the Stormwater BMPs. This Statement shall identify the responsible party for implementing the Operation and Maintenance Plan and also state that: 1. "Future responsible parties shall be notified in writing of their continuing legal responsibility to operate and maintain the stormwater management BMPs and implement the Pollution Prevention Plan; and 2. The Operation and Maintenance Plan for the stormwater BMPs is complete and will be implemented upon receipt of the Certificate."
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the issuing authority shall presume that the responsible party for maintaining each BMP is the landowner of the property on which the BMP is located. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement acceptable to the issuing authority evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the Operation and Maintenance Plan section of the approved Stormwater Report, and the Massachusetts Stormwater Handbook.
- g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three years including inspections, repairs, replacement and disposal (for disposal the log shall indicate the type of material and the disposal location);
 2. Make this log available to MassDEP and the Conservation Commission upon request; and
 3. Allow members and agents of the MassDEP and the Conservation Commission to enter and inspect the premises to evaluate and ensure that the responsible party complies with the Operation and Maintenance requirements for each BMP set forth in the Operations and Maintenance Plan approved by the issuing authority.
- h) All sediments or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.



WPA Form 5 – Order of Conditions

248-557

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

j) The stormwater management system approved in the Final Order of Conditions shall not be changed without the prior written approval of the issuing authority. Areas designated as qualifying pervious areas for purpose of the Low Impact Site Design Credit shall not be altered without the prior written approval of the issuing authority.

k) Access for maintenance of stormwater BMPs shall not be obstructed or blocked. Any fencing constructed around stormwater BMPs shall include access gates. Fence(s) shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

See attachments 1, 2, and 3. Prior to construction, 50 feet of tire scrubber the width of the driveway needs to be installed. A Certificate of Compliance must be issued before the Certificate of Occupancy.

D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? Yes No

2. The Northbridge Conservation Commission hereby finds (check one that applies):

a. that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw specifically:

1. Municipal Ordinance or Bylaw

2. Citation

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

b. that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

1. Municipal Ordinance or Bylaw

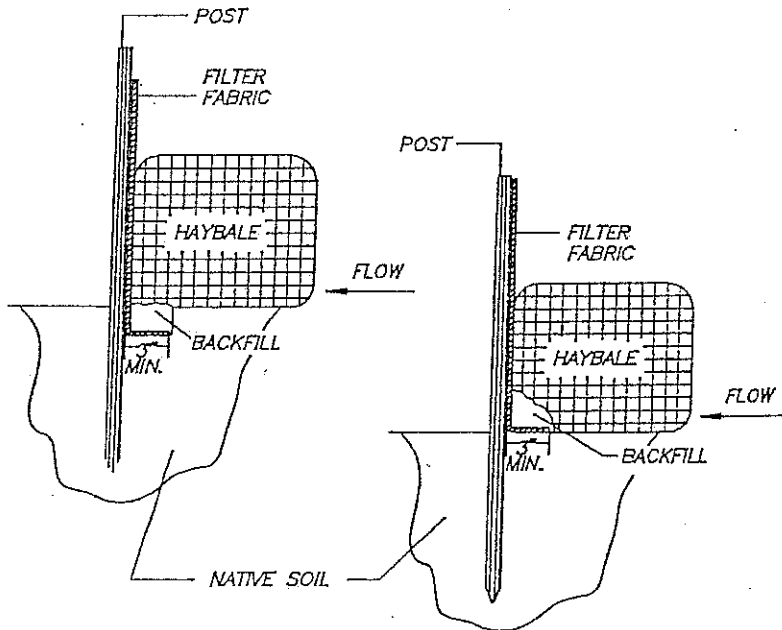
2. Citation

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

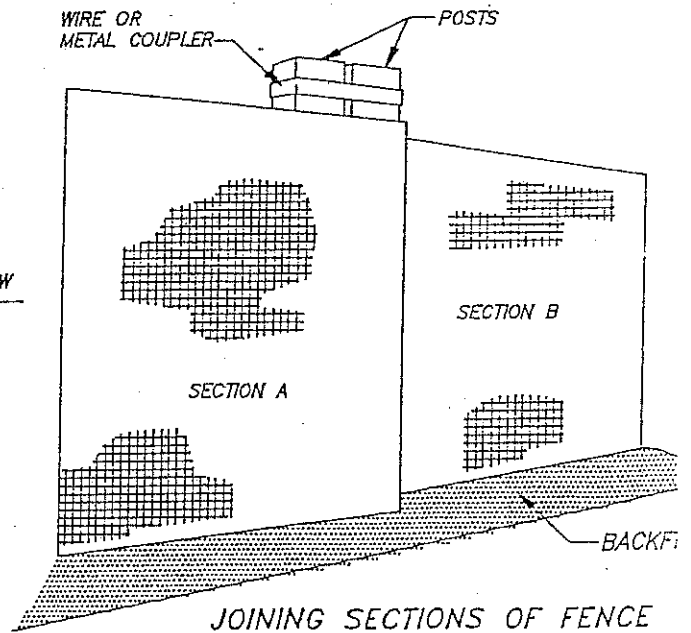
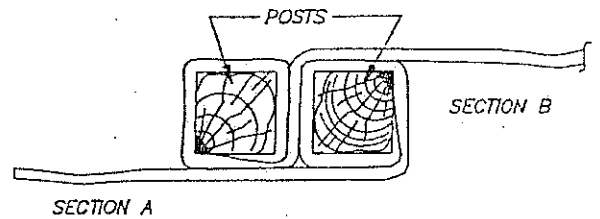
The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

INSTALLATION

1. EXCAVATE A 6" x 6" TRENCH ALONG THE LOWER PERIMETER OF THE SITE.
2. UNROLL SILT FENCE A SECTION AT A TIME AND POSITION THE POSTS AGAINST THE BACK (DOWNSTREAM) WALL OF THE TRENCH (NET SIDE AWAY FROM FLOW DIRECTION).
3. DRIVE THE POST INTO THE GROUND UNTIL THE NETTING LIES AT LEAST 3" ON THE TRENCH BOTTOM.
4. LAY THE 3" FLAP OF THE FABRIC ONTO THE UNDISTURBED BOTTOM OF THE TRENCH, BACKFILL THE TRENCH AND TAMP THE SOIL. TOE-IN CAN ALSO BE ACCOMPLISHED BY LAYING 3" FLAP ON UNDISTURBED GROUND AND PILING/TAMPING FILL AT THE BASE.
5. JOIN THE SILT FENCE SECTIONS AS ILLUSTRATED BELOW.

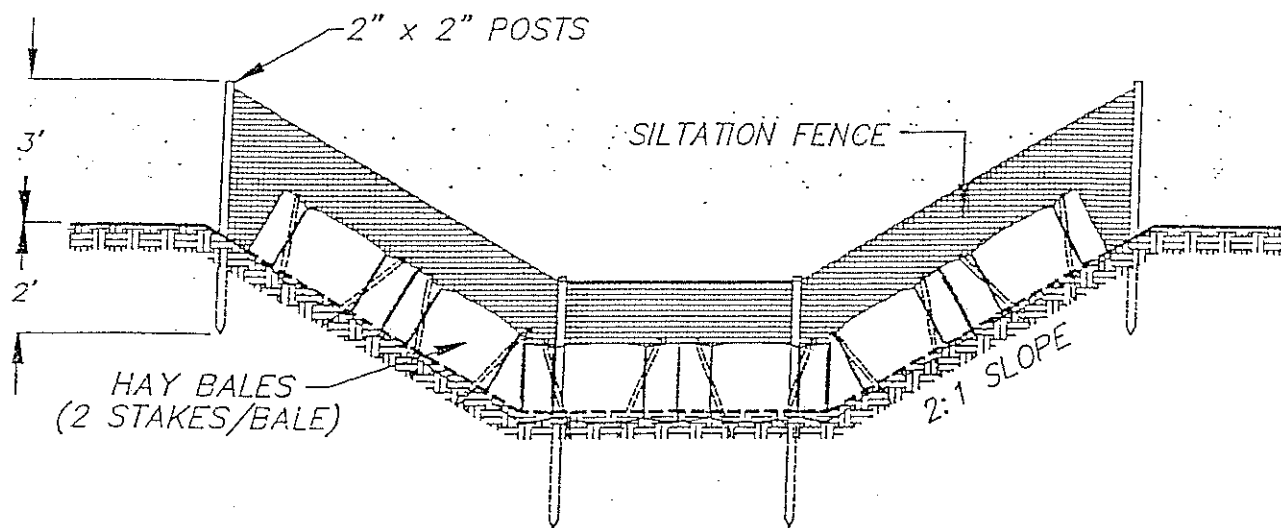


TOE-IN METHODS

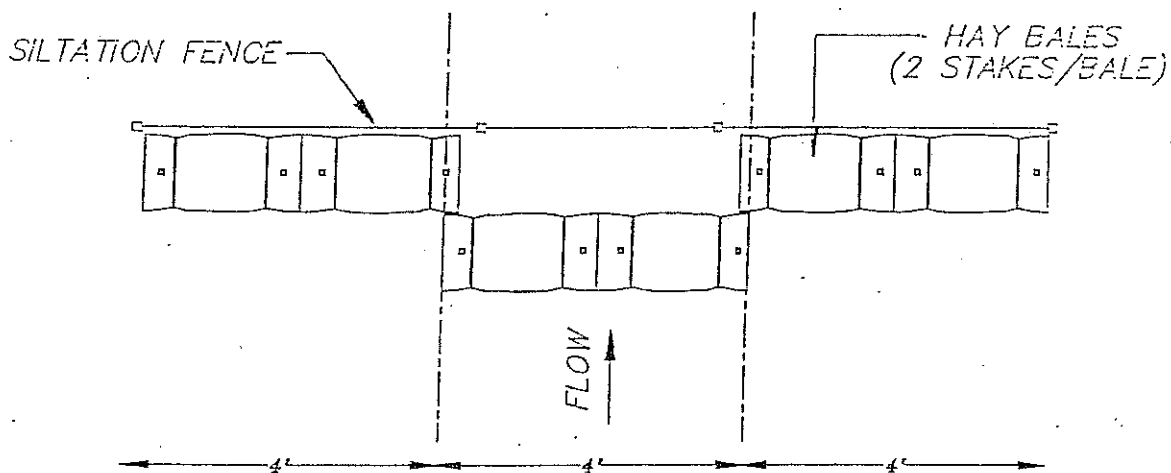


JOINING SECTIONS OF FENCE

TYP. SILTATION FENCE DETAIL



ELEVATION VIEW



PLAN VIEW

SILTATION FENCE/HAY BALE EROSION CONTROL
NOT TO SCALE IN SWALE DETAIL

ATTACHMENT #3
RE: DEP FILE #248-557

BEFORE CONSTRUCTION

18. The form provided in this Order must be completed and stamped at the appropriate Registry of Deeds and returned to the Commission. Proof of recording must be submitted to the Conservation Commission prior to the issuance of the building permit.
19. Any changes made or intended to be made in the project plans as submitted to and reviewed by the Commission shall require the applicant to file a new Notice of Intent or to inquire, in writing to the Commission if a change is substantial enough to require a new filing.
20. Haybales and silt fencing shall be placed according to Attachments 1 & 2. Placement shall be directed on site by the design engineer in order to accomplish maximum control of products of erosion. Haybales must be staked and entrenched for maximum control. Silt fencing must be of sufficient porosity to pass detained water without allowing suspended sediments to pass through fence.

PRIOR TO ANY SITE WORK BEING DONE WITHIN THE BUFFER ZONE, all erosion measures (i.e. haybales, silt fencing) MUST be in place and the Commission shall be contacted by either verbal or written communications in order to allow the Commission ample time to conduct an inspection of these erosion control measures.

21. The Design Engineer or other Professional Engineer shall be designated as an erosion control monitor to oversee any emergency placement of controls and/or regular inspection or replacement of erosion or sediment control devices. The name and phone number of this person must be provided to the Commission in the event that this person has to be contacted due to an emergency at the site, during any 24-hour period. This person shall be given authority to stop construction for erosion control purpose. The erosion control monitor will be required to inspect all such devices and oversee cleaning and the proper deposition of waste products.
22. An adequate stockpile of erosion control materials shall be on site at all times for emergency or routine replacement and shall include materials to repair silt fences and hay bales.
23. All resource areas which according to plan will remain undisturbed shall be visibly staked vertically and horizontally every 20 feet in order to assure that no intrusion into these areas occurs. There shall be no crossing of these areas with equipment or any vehicles at any time during the construction.

DURING CONSTRUCTION

24. All materials and equipment shall be stored in a manner and location, which will minimize the compacting of soils and the concentration of runoff. Refueling of vehicles shall be in an area outside of the buffer zone. If a spill occurs, all contaminated soil shall be removed according to the DEP Division of Hazardous Waste Guidelines.
25. Any stockpiling of topsoil shall be conducted outside the buffer zone and stabilized.
26. All waste products, grubbed stumps, slash, construction materials etc. shall be deposited at an approved landfill and shall not be in any manner incorporated into the project site with the exception of the reduction of stumps and slash to mulch.
27. All erosion control devices shall be inspected, cleaned, and/or replaced during construction and shall remain in place until such time stabilization of all areas that may impact resource areas is permanent.
28. Exposed soil must be seeded with rapidly growing cover as soon as possible following the final grading.
29. A 25 foot tire scrubber at the beginning of the driveway, prior to entering paved area.
30. Members and agents of the Conservation Commission may enter and inspect the project site for compliance with this Order.

31. This Order does not authorize any injury to private property or the invasion of private property rights. Any damage caused as a direct result of this project shall be the responsibility of the applicant to repair, replace or otherwise compensate the injured party.
32. Any damage caused as a direct result of this project to any wetland resource areas shall be the responsibility of the applicant to repair, restore and/or replace. Sedimentation or erosion into these areas shall be considered damage to wetland resource areas.
33. The Commission reserves the right to require additional conditions if deemed necessary to protect resource areas and interests as defined in MGL c131, s40 (310. CMR 10.00).
34. The fording of streams with equipment is prohibited. All haul roads and temporary access roads shall not be within any wetland areas.

AFTER CONSTRUCTION

35. All disturbed areas shall be permanently stabilized with rapidly growing cover within thirty (30) days of project completion.
36. Within thirty (30) days of completion of this project, a Professional Engineer shall at the request of the applicant submit to the Commission a written statement, stamped and signed, which certifies that the project has been done according to the submitted plans and this Order. The applicant shall also request a Certificate of Compliance from the Commission for this Order of Conditions.
37. The use of pesticides and non-organic fertilizers are prohibited during and after completion of this project.
38. This Order of Conditions shall apply to any successor in control or successors in interest of the property described in the Notice of Intent and accompanying plans.
39. A copy of this Order of Conditions shall be on site at all times with the Project Engineer or authorized foreman/supervisor.
40. This Order of Conditions shall expire on April 9, 2011.



WPA Form 5 – Order of Conditions

248-557

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

E. Issuance

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

April 9, 2008

1. Date of Issuance

Please indicate the number of members who will sign this form:

2. Number of Signers

This Order must be signed by a majority of the Conservation Commission.

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

Wyatt Mills
[Signature]
Severin Dyal
John Ann Teachout

Notary Acknowledgement

Commonwealth of Massachusetts County of

Worcester

On this 10 Day of

April 2008
Month Year

Before me, the undersigned Notary Public, personally appeared

Wyatt J. Mills
Name of Document Signer

proved to me through satisfactory evidence of identification, which was/were

Description of evidence of identification

Personally Known

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

As member of

Northbridge
City/Town

Conservation Commission



BARBARA A. KINNEY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 3, 2011

Barbara A. Kinney
Signature of Notary Public

Barbara A. Kinney
Printed Name of Notary Public

March 3, 2011
My Commission Expires (Date)

Place notary seal and/or any stamp above

This Order is issued to the applicant as follows:

by hand delivery on

by certified mail, return receipt requested, on

Date

April 10, 2008

Date



F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request of Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant. Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order or Determination, or providing written information to the Department prior to issuance of a Superseding Order or Determination.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.

Section G, Recording Information is available on the following page.



WPA Form 5 – Order of Conditions

248-557

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

G. Recording Information

This Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

Conservation Commission

Please be advised that the Order of Conditions for the Project at:

Project Location

MassDEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for:

Property Owner

and has been noted in the chain of title of the affected property in:

Book

Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant

EXHIBIT C

Restrictive Easement Plan of Land



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 8B – Certificate of Compliance
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

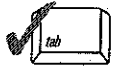
DEP File Number:

248-557

Provided by DEP

A. Project Information

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. This Certificate of Compliance is issued to:

F & D Central Realty Corp.

Name

189 Main Street

Mailing Address

Milford

City/Town

MA

State

01757

Zip Code

2. This Certificate of Compliance is issued for work regulated by a final Order of Conditions issued to:

Jamie Serrano and Lillian Medeiros

Name

April 9, 2008

Dated

248-557

DEP File Number

3. The project site is located at:

1025 Mendon Rd (Lot 2) (East of Sout St.)

Street Address

32

Assessors Map/Plat Number

Northbridge

City/Town

35 (OOC wrongly listed as 23)

Parcel/Lot Number

the final Order of Condition was recorded at the Registry of Deeds for:

Lillian Medeiros

Property Owner (if different)

Worcester

County

42879

Book

17

Page

Certificate

4. A site inspection was made in the presence of the applicant, or the applicant's agent, on:

November 6, 2013

Date



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 8B – Certificate of Compliance
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:
248-557
Provided by DEP

B. Certification

Check all that apply:

- Complete Certification:** It is hereby certified that the work regulated by the above-referenced Order of Conditions has been satisfactorily completed.
- Partial Certification:** It is hereby certified that only the following portions of work regulated by the above-referenced Order of Conditions have been satisfactorily completed. The project areas or work subject to this partial certification that have been completed and are released from this Order are:
- _____
- _____
- Invalid Order of Conditions:** It is hereby certified that the work regulated by the above-referenced Order of Conditions never commenced. The Order of Conditions has lapsed and is therefore no longer valid. No future work subject to regulation under the Wetlands Protection Act may commence without filing a new Notice of Intent and receiving a new Order of Conditions.
- Ongoing Conditions:** The following conditions of the Order shall continue: (Include any conditions contained in the Final Order, such as maintenance or monitoring, that should continue for a longer period).

Condition Numbers:

C. Authorization

Issued by:

Northbridge
Conservation Commission

November 13,
2013

This Certificate must be signed by a majority of the Conservation Commission and a copy sent to the applicant and appropriate DEP Regional Office (See <http://www.mass.gov/dep/about/region/findyour.htm>).

Signatures:

Anna J. Am

[Signature]

John E. Brown

[Signature]

[Signature]

[Signature]

[Signature]



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 8B – Certificate of Compliance
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:
248-557
Provided by DEP

D. Recording Confirmation

The applicant is responsible for ensuring that this Certificate of Compliance is recorded in the Registry of Deeds or the Land Court for the district in which the land is located.

Detach on dotted line and submit to the Conservation Commission.

To: _____

Conservation Commission

Please be advised that the Certificate of Compliance for the project at:

Project Location

DEP File Number

Has been recorded at the Registry of Deeds of:

County

for:

Property Owner

and has been noted in the chain of title of the affected property on:

Date

Book

Page

If recorded land, the instrument number which identifies this transaction is:

If registered land, the document number which identifies this transaction is:

Document Number

Signature of Applicant

TOWN MANAGER'S REPORT – DECEMBER 2, 2013

1) Milford Hospital Meeting: Attended the Milford Hospital breakfast meeting with other dignitaries and Town Managers from the area for their announcement on the expansion at the hospital, which will include a new emergency unit.

2) Solid Waste/Regional Meeting: Attended a regional meeting on trash and solid waste programs to learn more about various types of trash collection operations that are currently being used in Massachusetts and New England.

3) WRTA Bus Service in Town: The new bus transportation service starts December 2, 2013 and residents are welcome to take advantage of the service.

4) Tax Rate Classification Hearing on December 16, 2013: Announced the hearing will be held on December 16, 2013. The classification hearing is a little later this year because the Assessors had to complete the Tri-Annual Evaluation of Property.