

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
NORTHBRIDGE TOWN HALL
7 MAIN STREET - WHITINSVILLE, MA 01588
September 12, 2022 at 6:00 PM
EXECUTIVE SESSION 6:00 PM**

PLEDGE OF ALLEGIANCE

Presentation of Retirement Plaque to: Mark Kuras, former DPW Sewer Division Superintendent

I. APPROVAL OF MINUTES

II. PUBLIC HEARING

III. APPOINTMENTS: A. By the Town Manager: 1) Michael Havalotti, Sewer Superintendent [effective June 27, 2022] 2) Matthew Gjeltema, Assistant Chief Operator [effective August 15, 2022]

B. By the Board of Selectmen: 1) Kelley Gamble, Whitinsville Downtown Crossroads Historic District Commission [Property Owner Rep. for Open Sky Community Services] 2) MBTA Advisory Board/Designee to attend meetings

C. RESIGNATIONS: Shawn Roby, Playground and Recreation Commission

IV. CITIZENS' COMMENTS/INPUT

V. DECISIONS: D. Fall Annual Town Meeting [October 25, 2022] / Vote to sign FATM Warrant upon completion and final review by Town Counsel

E. Whitinsville Christian School/Request to hang a banner across Church Street from Sunday, September 25, 2022 to Sunday, October 9, 2022 to advertise their Dutch Apple Pie sale

F. Town Manager Evaluation

VI. DISCUSSIONS: G. Eyepoint Pharmaceuticals/Intent to apply for Tax Increment Financing **Present: Brandon Pyers, Deloitte**

VII. TOWN MANAGER'S REPORT

VIII. SELECTMEN'S CONCERNS

IX. ITEMS FOR FUTURE AGENDA: Ambulance Fund (uncollectible accounts write off)

X. CORRESPONDENCE

XI. EXECUTIVE SESSION: H. 6:00 PM Under M.G.L. c.30A, Sec. 21 #2 – To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel.

I. Under M.G.L. c.30A, Sec. 21 # 1 – To discuss the reputation, character, physical condition or mental health rather than the professional competence of an individual, provided that the individual involved in such executive session has been notified in writing by the governmental body, at least 48 hours prior to the proposed executive session. Notification may be waived upon agreement of the parties. A governmental body shall hold an open meeting if the individual involved requests that the meeting be open. If an executive session is held, such individual shall have the following rights:

- (a) to be present at such executive session during discussion or considerations which involve that individual.
- (b) to have counsel or a representative of his own choosing present and attending for the purpose of advising said individual and not for the purpose of active participation in said executive session.
- (c) to speak in his own behalf.

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

THIS AGENDA IS SUBJECT TO CHANGE




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

A.1)

Adam D. Gaudette
Town Manager

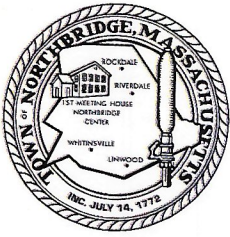
MEMORANDUM

DATE: September 7, 2022
TO: Board of Selectmen
FROM: Adam D. Gaudette, Town Manager 
SUBJECT: Appointment of Michael Havalotti as Sewer Superintendent

This letter is to inform you that Michael Havalotti has been selected for appointment to the position Sewer Superintendent with the Town of Northbridge Department of Public Works Sewer Division retroactive to June 27, 2022, the retirement date of former Supt. Mark Kuras.

Background: Mr. Havalotti is a long-time DPW Sewer Division employee. During his 22-year career with the Town of Northbridge, Michael has served in various Sewer Division positions. He spent the first 9 years as a Treatment Plant Operator; the next 5 years as the Lab Technician; then 3 years as an Asst. Chief Operator and the past 5 years as Chief Operator. With his vast amount of job knowledge, skills and experience, he is very capable of performing the role of Superintendent. As such, I respectfully request the Board of Selectmen support the appointment of Michael Havalotti as Sewer Superintendent.

Further, this appointment is subject to affirmation by the Board of Selectmen as required by Section 4-2 of the Northbridge Town Charter, which states: "such appointment shall become effective on the fifteenth day following the day on which notice of the appointment is filed with the Board of Selectmen, unless the Board of Selectmen shall within that period by a majority of all of its members vote to reject such appointment, or has sooner voted to affirm it."




Adam D. Gaudette
Town Manager

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

A.2)

MEMORANDUM

DATE: September 7, 2022
TO: Board of Selectmen
FROM: Adam D. Gaudette, Town Manager 
SUBJECT: Appointment of Matthew Gjeltema as Asst. Chief Operator, Sewer Div.

This letter is to inform you that Matthew Gjeltema has been selected for appointment to the position Asst. Chief Operator with the Town of Northbridge Department of Public Works Sewer Division retroactive to August 15, 2022.

Background: Mr. Gjeltema began his career with the Town of Northbridge in 2017 as an Operator in Training. In 2019, he became a Plant Operator. With the job knowledge, skills and experience he has gained over the past five years, Superintendent Havalotti and I are confident he is capable of performing the role of Asst. Chief Operator. As such, I respectfully request the Board of Selectmen support the appointment of Matthew Gjeltema as an Asst. Chief Operator.

Further, this appointment is subject to affirmation by the Board of Selectmen as required by Section 4-2 of the Northbridge Town Charter, which states: "such appointment shall become effective on the fifteenth day following the day on which notice of the appointment is filed with the Board of Selectmen, unless the Board of Selectmen shall within that period by a majority of all of its members vote to reject such appointment, or has sooner voted to affirm it."

B.1)

TALENT BANK APPLICATION

please return to:

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

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

Date: 8/29/22

Name Kelley G. Rice

P. O. Box _____

Home Address XXXXXXXXXXXXXXXXXXXX Douglas, MA 01516

Email Address Kelley.gamble@openskyes.org

Telephone _____ Cell XXXXXXXXXXXX

Business Open Sky Community Services (50 Douglas Rd. Whitinsville)

Address Main: 4 Mann St. Worcester MA 01602 Tel. 508-318-7407

Current Occupation/Title Vice President of Community Engagement

Education BA Psychology - Providence College, 1990

Governmental, Civic & Community Activities My sole Government activity was to work for the MA DMA in 1996 for a short time. I engage in my own Community through Church Volunteer activities. Since 1990 I have been very involved in many Comm Activities thru my work at Alternatives, now Open Sky CS.

Charitable & Educational Activities Through my work I have a long history of conducting Educational & Training relevant to Mental Health Services & Leadership. My Charitable activities include annual personal giving.

Town Committees or Offices none

I am interested in the following Committees: Whitinsville - Downtown Crossroads Historic District

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

NAME: Kelley G Rice

PRECINCT#

TOWN OF NORTHBRIDGE

COMMITTEE INTEREST (Indicate Committee preference)

1. Whitinsville - Downtown Crossroads
Historic District Commission
- 2.
- 3.
- 4.
- 5.
- 6.

Present Interest or business affiliation (dates, places)

As an employee of Open Sky Community Services, with my office at the Alternatives within Mill, I am very interested in the history of the Town and the historic within Mill. I have worked here since 1990 & have been involved with the Whitinsville & Blackstone Valley communities for over 30 years.

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

Open Sky is a Social Services organization which has served this community since 1976. I have personally volunteered in many capacities over the years, particularly at events through the BV Chamber, Valley Friendship Tour, etc.

Special skills and education (be specific)

I have a Bachelor's Degree in Psychology. I have extensive expertise in Psychiatric Rehabilitation which serves to assist individuals w/ various challenges to identify & develop new skills & supports in order for them to achieve their desired level of success in their communities. I possess and have trained in a variety of communication skills.

How experience relates to particular committee interest

I believe that my interpersonal & communication skills will help me be an active participant on the Commission. In addition, my over 30 years of presence & interest/passion in the Whitinsville community is relevant.

ADDITIONAL COMMENTS:

Mail completed form to:

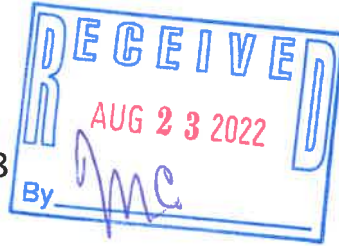
Northbridge Town Hall
Office of the Town Manager
7 Main Street
Whitinsville, MA 01588



B.2)

August 18, 2022

Russell Collins
Chair, Select Board
Town of Northbridge
7 Main Street
Northbridge, MA 01588



Dear Chair Collins:

Enclosed please find an informational brochure about the MBTA Advisory Board. The Advisory Board works for you, and as the chief executive officer of an MBTA community, you are a member of the organization, *ex officio*. You may also appoint a designee or designees to represent you, and your community on the Advisory Board. Our records indicate that the following individual(s) is(are) your designee(s):

Daniel Nolan
41 Alana Drive
Northbridge, MA 01534

If this is incorrect, or if there are any questions, please contact me at bkane@mbtaadvisoryboard.gov, or write to me at the address below. I also invite you to visit www.mbtaadvisoryboard.org. Thank you and please enjoy the remainder of summer.

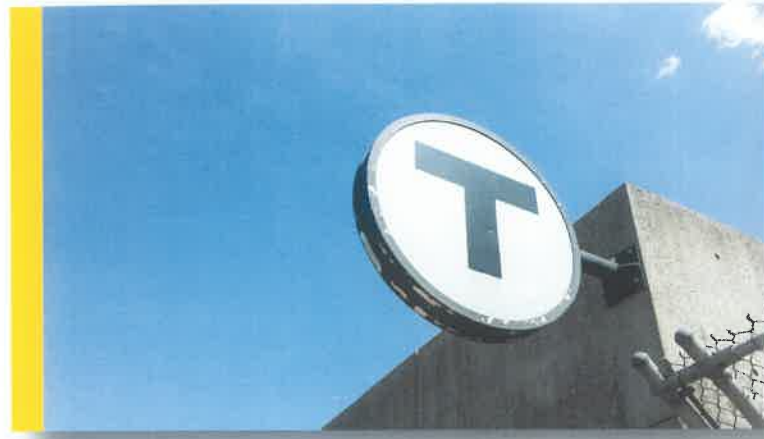
Sincerely,

Brian Kane
Executive Director



The MBTA Advisory Board was established by the state legislature in 1964. Our mission is to provide public oversight of the Massachusetts Bay Transportation Authority (MBTA) on behalf of the 176 community members of the Advisory Board and the transit-riding public. The MBTA Advisory Board provides policy guidance to the MBTA with the shared goal to provide effective and efficient transportation services in the metropolitan Boston area. The MBTA Advisory Board meets 4-6 times per year and member communities collectively contribute \$180 million to the MBTA annually.

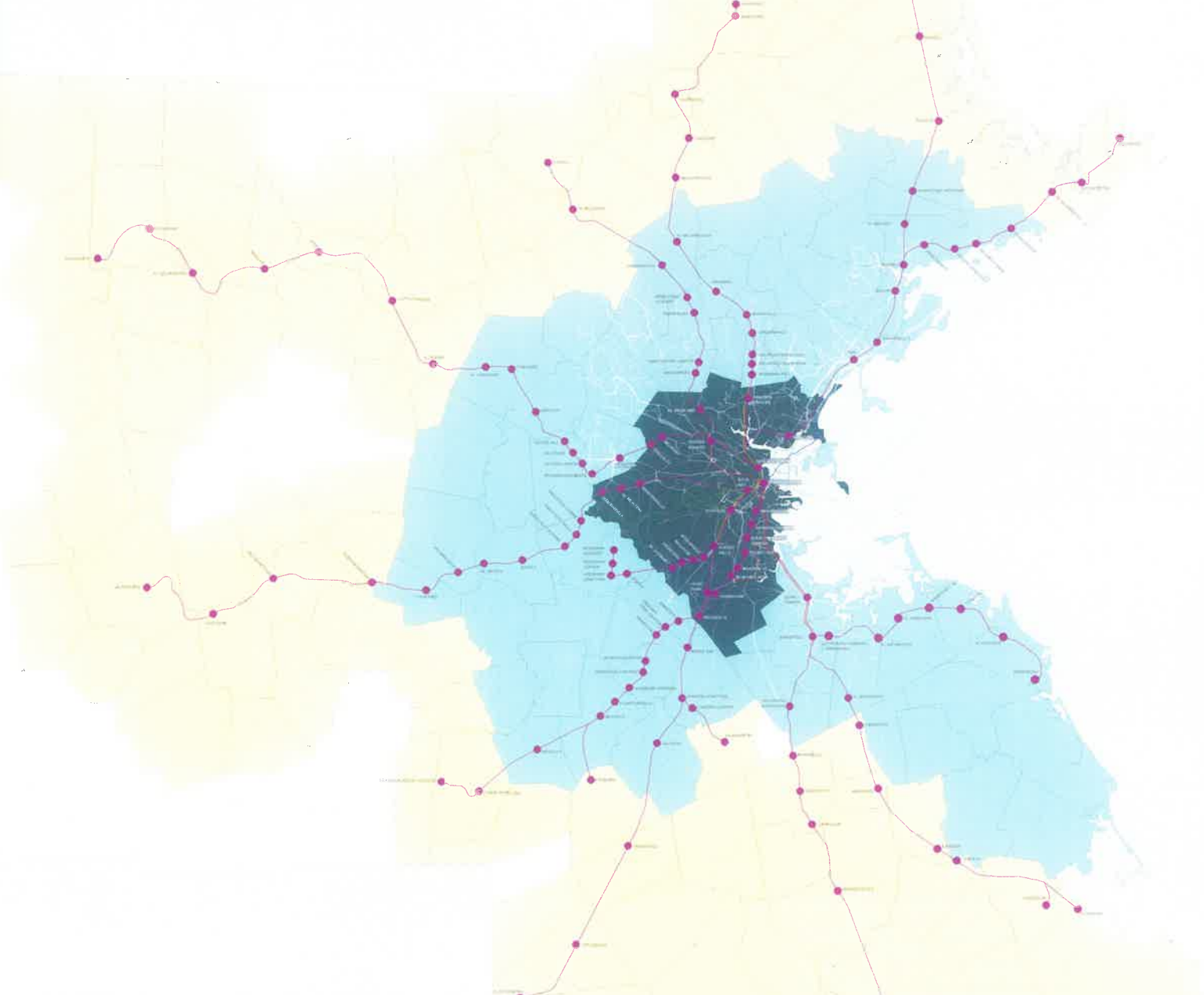
ABOUT US



The MBTA Advisory Board meets 4-6 times per year to review and comment on the MBTA's annual budget and operations.

-
- ✓ Provide a voice for riders, taxpayers and the public
 - ✓ Brief Mayors, Select Boards, City/Town Managers, press and members of the public on MBTA issues
 - ✓ Review and comment on MBTA's operations and capital programs that may have budgetary implications
 - ✓ Monitor the MBTA policies through the lens of economic and environmental justice and social equity

MBTA Service District



LEGEND



- MBTA Bus Route
- Red Line
- Green line
- Blue Line
- Orange Line
- Silver Line
- Commuter Rail & Station
- South Coast Rail (phase one)
- MBTA ferry
- MTA District 1947-1964
- MBTA District 1964-1999
- MBTA District Expansion 1999

MEMBERSHIP

The membership of the organization consists of a representative from each city or town in the MBTA service district. This could be the municipality's Selectboard Chair, Mayor, City/Town Manager, or their designee that serves at the pleasure of the municipality. Each member represents, speaks for, and votes for their municipality on the Advisory Board.

One (1) member of the Advisory Board sits as a member of the MBTA Board of Directors.



REVIEW ANNUAL BUDGET

The MBTA Advisory Board plays a key role in the allocation of federal funds for MBTA capital-related projects. The MBTA Advisory Board annually completes a thorough and rigorous independent review of the MBTA's spending. Through its members, committees, and staff the Advisory Board provides public oversight of MBTA operations, budgets, policies, and activities.



MONITOR SERVICE & OPERATIONS

The Board monitors the actions of the MBTA's Board of Directors, the MBTA's operations, service levels, fares, activities, as well as working conditions, equity, accessibility, and sustainability of the MBTA system to ensure transparency, accountability, and clarity of decision making to its members and the people of the Commonwealth.



SUPPORT A MORE EQUITABLE MBTA

The Advisory Board monitors the MBTA policies through the lens of economic and environmental justice and social equity.



SERVE AS A COMMUNITY RESOURCE

The Advisory Board is a resource for the public and a voice advocating to the MBTA on behalf of the people. It provides an annual evaluation of the MBTA's annual Capital Investment Program (CIP) and the operations budget to its members and the public.



ADVISE LOCAL APPOINTED AND ELECTED LEADERS

The Advisory Board briefs Mayors, Select Boards, City/Town Managers and staff on MBTA issues. The Board reviews, advises, and confers with municipalities on the MBTA multi-year capital budget and operations budget.

COMMITTEES

The MBTA Advisory Board's Executive Committee makes recommendations for action to the Advisory Board and can act as a delegate for the Advisory Board. It can also create sub-committees to pursue special projects.

The Advisory Board's committees are where much of the organization's work takes place, and where members can have the greatest impact on the MBTA. In addition to the Executive Committee, we have eight (8) robust and active committees.



BUDGET & AUDIT COMMITTEE

Responsible for the development and oversight of the organization's annual internal budget. The Budget & Audit Committee works with the Executive Director to ensure full compliance with all appropriate financial monitoring and oversight policies and procedures.



BY-LAW COMMITTEE

Along with the Executive Committee, the By-Law Committee can introduce amendments to the body's by-laws for the full Advisory Board to consider at its annual general meeting.



CAPITAL BUDGET REVIEW COMMITTEE

Charged with the ongoing review of the MBTA's capital spending plans, including its annual Capital Improvement Plan (CIP), and the quinquennial Program for Mass Transportation (PMT).



CLIMATE & CLEAN ENERGY COMMITTEE

Understanding that the MBTA is the largest provider of emission-free transportation in New England, this committee considers the MBTA's strategic climate plans, comments upon such plans, and recommends strategies and actions for the full body to consider.



MBTA OPERATING BUDGET REVIEW COMMITTEE

The ongoing review of MBTA finances in general, and specifically the development of an annual report analyzing the MBTA's operating budget.



FERRY COMMITTEE

Oversight of ferry operations, review of ferry contract process, and discussions about the future of ferry service and ferry pilots. Meets quarterly with senior MBTA and contractor staff to discuss service-related matters, ferry policies, and the future of ferries in the Commonwealth.



COMMUTER RAIL COMMITTEE

Review of MBTA's Commuter Rail operations, contracting processes, expansion/transformation concepts and pilot programs. Meets quarterly with senior MBTA and contractor staff to discuss service-related matters, rail policies, schedule changes, and the future of rail in the region.



RAPID TRANSIT COMMITTEE

Review of MBTA's bus, heavy rail, light rail, and paratransit operations including transformation initiatives, expansion proposals, and pilot programs. Meets quarterly with senior MBTA operations staff to discuss service-related matters, policies, schedule changes, and the future of rapid transit in the region.

MBTA ADVISORY BOARD

RELIABLE - ACCOUNTABLE - TRANSPARENT

MEMBER COMMUNITIES CONTRIBUTE

\$180M
TO THE MBTA ANNUALLY

DEMAND RELIABLE PUBLIC TRANSPORTATION SERVICES FOR THE

1.3M

DAILY RIDERSHIP (WEEKDAY)

HOLD THE MBTA ACCOUNTABLE TO THE PUBLIC

ENCOURAGE A MORE TRANSPARENT MBTA &
REVIEW MBTA ANNUAL BUDGET OF

\$2.35+B

BUS

FERRYBOAT

LIGHT RAIL

SUBWAY

COMMUTER RAIL

TROLLEY

177 Tremont Street #4
Boston, MA 02111

info@mbtaadvisoryboard.com
617-426-6054

 /mbta-advisory-board

 @TAdvisory



C.

August 29th, 2022

Dear Mr. Gaudette and Mr. Proto:

I am writing to inform you that I am resigning as a member of the Playground and Recreation Committee effective this date. When my term renewed on July 1st, 2022 I believed that I would still be able to commit the time needed to fulfil my duties as a member of the board. Due to recent changes in my job and family commitments I can no longer serve in this role.

It has been a privilege serving as member of the board since 2017. I will work with the current remaining members of the board to transition any work I was focused on to ensure a smooth transition.

Regards,

A handwritten signature in black ink, appearing to read 'Shawn Roby', written in a cursive style.

Shawn Roby
224 Lincoln Cir
Northbridge, MA 01534

CC: Playground and Recreation Committee

D.

COMMONWEALTH OF MASSACHUSETTS
WARRANT FOR FALL ANNUAL TOWN MEETING
TOWN OF NORTHBRIDGE
TRANSACTION OF TOWN BUSINESS
TUESDAY, OCTOBER 25, 2022 - 7:00 P.M.

DRAFT #3 – 8.22.22

WORCESTER, ss:

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

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify the Inhabitants of the Town of Northbridge, qualified to vote in Town elections and Town affairs, to meet in the Northbridge Middle School, on Linwood Avenue, in Whitinsville, in said Northbridge, Massachusetts, on Tuesday, October 25, 2022 at 7:00 o'clock P.M., then and there to act on the following articles:

ARTICLE 1: (Board of Selectmen)

To see if the Town will vote to amend the votes taken under Article 3 of the 2022 Spring Session of the Annual Town Meeting (May 3, 2022), appropriations and transfers under the Omnibus Budget Article, to raise and appropriate, and/or to transfer from available funds in the Treasury and/or the Health Insurance Stabilization Fund to supplement appropriations under the Omnibus Budget Article; or take any other action relative thereto.

The following info will not appear in the warrant – only in the motion and Fin Comm Booklet

EDUCATION

SCHOOL DEPARTMENT:

Line 20: School Department

By increasing the amount previously appropriated by \$60,720

TOTAL SCHOOL DEPARTMENT: \$60,720

TOTAL EDUCATION: \$60,720

HUMAN SERVICES

Line 23: Landfill Analysis

By increasing the amount previously raised and appropriated by \$ 1,700

TOTAL LANDFILL ANALYSIS: \$ 1,700

TOTAL HUMAN SERVICES: \$ 1,700

NON-DEPARTMENTAL

Line 32: Debt Principal

By increasing the amount previously raised and appropriated by \$ xxxxx

TOTAL DEBT PRINCIPAL \$ xxxxx

Line 33: Debt Interest

By increasing the amount previously raised and appropriated by \$ xxxxx

TOTAL DEBT INTEREST \$ xxxxx

TOTAL NON-DEPARTMENTAL: \$xxxxxxx

ARTICLE 2: (Board of Selectmen)

To see if the Town will vote to raise and appropriate and/or transfer from available funds in the Treasury and/or transfer from the unexpended appropriated funds of one or more of the departments of the Town the following sums of money and authorize the payment of prior year bills; or take any other action relative thereto.

The following info will not appear in the warrant – only in the motion and Fin Comm Booklet

NON-DEPARTMENTAL / PROPERTY & LIABILITY INSURANCE:

\$ 206.86 to Cabot Risk Strategies, LLC

ARTICLE 3: (Community Preservation Committee)

Land Acquisition article for Castle Hill Farm.

To see if the Town will vote to xxxxxxxxxx; or take any other action relative thereto.

And you are directed to serve this warrant by posting attested copies thereof at the Whitinsville Post Office and the Town Hall Annex, in Whitinsville, all in Precinct 1; the NCTV Cable Studio and the Northbridge Post Office, in Northbridge, all in Precinct 2; the Town Clerk's Office and 1Quickstop, in Whitinsville, all in Precinct 3; the Veterans Hall (875 Hill Street), in Whitinsville, in Precinct 4; and Shaw's, in Whitinsville, in Precinct 5; twenty-eight (28) days at least before the time and place of meeting aforesaid.

WHEREOF FAIL NOT, and make due return of the warrant, with your doings thereon, to the Town Clerk at the time and place of said meeting. GIVEN under our hand this 12th day of September in the year Two Thousand Twenty-two.

SELECTMEN OF NORTHBRIDGE

Russell D. Collins, Chairman

Thomas J. Melia

Charles Ampagoomian, Jr.

Brian M. Paulhus

WORCESTER, SS Northbridge

Date:

By virtue of this warrant I have this day notified the inhabitants of the Town of Northbridge qualified to vote in town elections and town affairs to meet at the time and place and for the purpose stated in said warrant by posting attested copies thereof as within directed.

Constable, Town of Northbridge

Melissa Ciaramitaro

From: Erika Johnson <bryananderika@hotmail.com>
Sent: Thursday, September 08, 2022 2:26 PM
To: Melissa Ciaramitaro
Cc: Miranda; Gabe 🍌
Subject: Whitinsville Christian Apple pie banner

Hi Melissa!

Thanks so much for your quick response.

Whitinsville Christian School is formally requesting the ability to have their Apple Piw banner hung on Church Street. The dates we are requesting is September 25 through October 7.

[Available](#)

We are more than happy to comply with any regulations or size requirements.

My best,
Erika Johnson
Sent from my iPhone

**BOARD OF SELECTMEN'S MEETING
SEPTEMBER 12, 2022**

TOWN MANAGER EVALUATION – CUMULATIVE SCORE SHEET

| | |
|---------------------------------------------------------------|-------------|
| 1) Budgetary/Financial administration | 4.75 |
| 2) Personnel Administration | 4.5 |
| 3) Public Relations | 4.75 |
| 4) Interaction with the Board | 5 |
| 5) Employee and Labor Relations | 4.75 |
| 6) Staff Development | 4.75 |
| 7) Intergovernmental | 5 |
| 8) Goal/Performance Attainment | 4.5 |
| OVERALL PERFORMANCE REVIEW SCORE: (ALL CATEGORIES) | 4.75 |

**ECONOMIC DEVELOPMENT COMMITTEE**

Northbridge Memorial Town Hall
7 Main Street Whitinsville, MA 01588

August 30, 2022

BOARD OF SELECTMEN

Selectman Russell Collins, Chair
Northbridge Memorial Town Hall
7 Main Street
Whitinsville, MA 01588

**RE: OSTERMAN COMMERCE PARK -LIFE SCIENCE MANUFACTURING FACILITY
(TIF) TAX INCREMENT FINANCING**

Dear Mr. Collins:

At its meeting of August 29, 2022, the Northbridge Economic Development Committee unanimously voted to support and recommend the Board of Selectmen negotiate a TAX INCREMENT FINANCING AGREEMENT for proposed Life Science Manufacturing Facility to be sited within the Osterman Commerce Park, Planned Business Development.

Tax Increment Financing (TIF) is a locally negotiated agreement between a business and municipality to temporarily reduce taxes on the improvements made to a property resulting from new investment (i.e., construction of building). The town would not lose existing revenues as it would continue to collect taxes on the pre-development value of the property. A TIF agreement may have a term of 5 to 20-years, where the percentage of the exemption may range from 5 to 100%. All TIF agreements must be passed at Town Meeting and subsequently approved by the Mass Economic Assistance Coordinating Council.

In taking action to support and recommend, the Economic Development Committee recognized the anticipated employment creation of 45 high-paying jobs as a benefit to the Town.

Sincerely,

R. Gary Bechtoldt II
Northbridge Town Planner

Cc: Adam Gaudette, Town Manager
Nbridge Economic Development Comm.
/File



EYEPOINT

PHARMACEUTICALS

August 18, 2022

Adam Gaudette
Town Manager
Town of Northbridge
Seven Main Street
Whitinsville, MA 01588

RE: Intent to Apply for Tax Increment Financing (TIF) in the Town of Northbridge, MA

Dear Mr. Gaudette:

Thank you for taking the time to meet with me yesterday, my colleagues and I greatly appreciate the opportunity to collaborate with you on this important capital investment project. Per our discussion, EyePoint Pharmaceuticals, Inc. is evaluating locations across multiple states and seeks to participate in the Commonwealth of Massachusetts' Economic Development Incentive Program (EDIP). This letter serves as a formal "Letter of Intent", that EyePoint seeks to enter into a municipal Tax Increment Financing agreement with the Town of Northbridge, as authorized under EDIP.

EyePoint is a Massachusetts-based life science company committed to the development and commercialization of innovative therapeutics to improve the lives of patients with serious eye disorders. We are seeking to establish a new, design build manufacturing location and have identified a greenfield property in the Town of Northbridge as our primary Massachusetts site. Should the site be selected, our new facility will require a capital investment in excess of approximately \$30 million and result in the creation of ~45 new, high-paying life science jobs by 2027.

On August 16, I met with you and representatives of the Town of Northbridge to discuss the TIF Program and the various tax and non-tax incentives which may potentially be available. Therefore, EyePoint is requesting that you accept this letter as the formal letter of intent required under the Economic Development Incentive Program (EDIP).

Sincerely,

Joe Musiak
Senior Director, Facilities & Engineering

cc: Craig Chatham, EyePoint Pharmaceuticals, Inc.
Ron Honig, EyePoint Pharmaceuticals, Inc.
Michael Maciocio, EyePoint Pharmaceuticals, Inc.
Kevin Kuros, Massachusetts Office of Business Development

| FY | Municipal Tax Rate Per Thousand | Incremental Assessed Value | Projected Annual RE Property Tax Bill for Incremental Assessed Value | TIF/STA Yearly Exemption % | Exempted Annual RE Property Taxes | Exempted Annual Personal Property Taxes | Total Yearly Value of Local Tax Incentives |
|------|---------------------------------|----------------------------|----------------------------------------------------------------------|----------------------------|-----------------------------------|-----------------------------------------|--------------------------------------------|
| 2025 | \$13.77 | \$13,825,000 | \$190,370 | 100% | \$190,370 | \$0.00 | \$190,370 |
| 2026 | \$13.77 | \$13,825,000 | \$190,370 | 95% | \$180,852 | \$0.00 | \$180,852 |
| 2027 | \$13.77 | \$13,825,000 | \$190,370 | 90% | \$171,333 | \$0.00 | \$171,333 |
| 2028 | \$13.77 | \$13,825,000 | \$190,370 | 85% | \$161,815 | \$0.00 | \$161,815 |
| 2029 | \$13.77 | \$13,825,000 | \$190,370 | 80% | \$152,296 | \$0.00 | \$152,296 |
| 2030 | \$13.77 | \$13,825,000 | \$190,370 | 75% | \$142,778 | \$0.00 | \$142,778 |
| 2031 | \$13.77 | \$13,825,000 | \$190,370 | 70% | \$133,259 | \$0.00 | \$133,259 |
| 2032 | \$13.77 | \$13,825,000 | \$190,370 | 65% | \$123,741 | \$0.00 | \$123,741 |
| 2033 | \$13.77 | \$13,825,000 | \$190,370 | 60% | \$114,222 | \$0.00 | \$114,222 |
| 2034 | \$13.77 | \$13,825,000 | \$190,370 | 55% | \$104,704 | \$0.00 | \$104,704 |
| 2035 | \$13.77 | \$13,825,000 | \$190,370 | 50% | \$95,185 | \$0.00 | \$95,185 |
| 2036 | \$13.77 | \$13,825,000 | \$190,370 | 45% | \$85,667 | \$0.00 | \$85,667 |
| 2037 | \$13.77 | \$13,825,000 | \$190,370 | 40% | \$76,148 | \$0.00 | \$76,148 |
| 2038 | \$13.77 | \$13,825,000 | \$190,370 | 35% | \$66,630 | \$0.00 | \$66,630 |
| 2039 | \$13.77 | \$13,825,000 | \$190,370 | 30% | \$57,111 | \$0.00 | \$57,111 |
| | | | 65.00% | TOTALS | \$1,856,110 | \$0.00 | \$1,856,110 |

*****Any tax advice included in this communication may not contain a full description of all relevant facts or a complete analysis of all relevant tax issues or authorities. This communication is solely for the intended recipient's benefit and may not be relied upon by any other person or entity. *****

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TAX INCREMENT FINANCING AGREEMENT

(Alternatively, the "Agreement")

BETWEEN

THE TOWN OF NORTHBRIDGE

(Alternatively, the "Town")

EYEPOINT PHARMACEUTICALS US, INC.

(Alternatively, the "Company")

AND

OSTERMAN MANAGEMENT, LLC

(Alternatively, the "Property Owner")

This Agreement is made as of this ____ day of _____ 2022 by and among The Town, the Company, and the Property Owner.

WHEREAS, the Company is a Delaware corporation having its principal office at 480 Pleasant Street, Suite A-210, Watertown, Massachusetts 02472 and is authorized to do business in Massachusetts; and

WHEREAS, the Property Owner is a Massachusetts corporation having its principal office at One Memorial Square, Whitinsville, Massachusetts 01588 and is authorized to do business in Massachusetts; and

WHEREAS, the Town is a Massachusetts municipal corporation acting through its Board of Selectmen, having its principal office at Seven Main Street, Whitinsville, MA 01588; and

WHEREAS the Property Owner owns property located at 600 Commerce Way, Northbridge, MA 01534n] as shown on Town Assessors Map # Lot # of Town Assessors Map X (hereinafter the "Property") and which property is shown on the map attached to this Agreement as Exhibit A; and

WHEREAS the Property Owner intends to lease the Property to the Company in connection with the Project (as defined below); and

WHEREAS, the Property Owner plans to construct an approximately 40,000 square foot building on the Property for the Company for its biopharmaceutical manufacturing operations, together with related parking and other site improvements (hereinafter, the "Project"); and

WHEREAS the Project investment at the Property is an estimated \$28.6 million, including approximately \$19.75 million for hard and soft construction costs, as well as approximately \$875,000 for utility and infrastructure costs to be paid for by the Property Owner, and approximately \$8.0 million for new personal property to be paid for by the Company; and

WHEREAS the Company plans to create 45 new, permanent, full-time jobs at the Property over a five (5) year period: and

WHEREAS the Company and the Property Owner jointly intend to apply for status as a Local Incentive-Only Project under the Massachusetts Economic Development Incentive Program ("EDIP"); and

WHEREAS the Town strongly supports increased economic development to provide additional jobs, expand business within the Town of Northbridge, and strengthen the Town's economy and tax base; and

WHEREAS, on _____, at a meeting duly noticed and convened, the Northbridge Select Board voted to recommend approval this Agreement.

WHEREAS on _____, at a meeting duly noticed and convened, the Northbridge Town Meeting voted to approve this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

A. THE TOWN'S OBLIGATIONS

1. A Tax Increment Financing ("TIF") exemption (the "Exemption") is hereby granted to the Company and the Property Owner by the Town in accordance with Massachusetts General Laws Chapter 23A, Sections 3A to 3F; Chapter 40, Section 59; and Chapter 59, Section 5, Clause 51 and the applicable regulations thereunder. The Exemption for real estate taxes shall be for a period of fifteen (15) years (the "Exemption Term"), commencing in the fiscal year for which the Town has increased the assessed value at the Property to the full assessed value of the Project at the Property (the first day of such fiscal year in which said full assessed valuation occurs is hereinafter referred to as the "Start Date", which date shall be no earlier than the first day of the fiscal year following the date a certificate of occupancy has been issued to allow the Company to use and occupy the Project); and shall provide an exemption from real estate taxation of the new incremental value of the Property resulting from the Project, compared against the base assessed value of the Property as set forth in Section A.2 hereof, which new incremental value shall be determined by the Town Assessor. Such Exemption shall be as follows:

| Period | Exemption Percentage |
|--------|----------------------|
|--------|----------------------|

| | |
|---------|------|
| Year 1 | 100% |
| Year 2 | 95% |
| Year 3 | 90% |
| Year 4 | 85% |
| Year 5 | 80% |
| Year 6 | 75% |
| Year 7 | 70% |
| Year 8 | 65% |
| Year 9 | 60% |
| Year 10 | 55% |
| Year 11 | 50% |
| Year 12 | 45% |
| Year 13 | 40% |
| Year 14 | 35% |
| Year 15 | 30% |

2. The base assessed valuation of the Property to be used in calculating the new assessed value of the Property pursuant to Section A.1 of this Agreement, shall be \$1,500,000.00, subject to the provisions of Section A.3 below.¹
3. The base assessed valuation shall be adjusted by the Town annually by an adjustment factor which reflects increased commercial and industrial property values within the community, as provided in Massachusetts General Laws Chapter 40, Section 59.
4. The increased value or "increment" created by improvements to the Property will be the amount eligible for exemption from taxation, in accordance with the Exemption applicable to each year as set forth in the schedule contained in Section A.1, hereof.

B. THE COMPANY and PROPERTY OWNER'S OBLIGATIONS

1. The Property Owner shall construct an estimated 40,000 square foot on-site expansion on the Property for the Company for its biopharmaceutical manufacturing operations.
2. The Project investment at the Property shall be an estimated \$28.6 million, including approximately \$19.75 million for hard and soft construction costs, as well as approximately \$875,000 for utility and infrastructure costs paid for by the Property Owner, and approximately \$8.0 million for new personal property to be paid for by the Company.
3. The-Company shall create 45 new, permanent, full-time jobs at the Property over a five (5) year period commencing on the Start Date.

¹ Client to confirm this is current assessed value of the Property.

4. The Company's job retention and creation plans are outlined in the Employment & Job Creation section of the EDIP Local Incentive-Only Application to be submitted to Massachusetts Office of Business Development.²
5. The Company shall submit an annual report pursuant to Massachusetts General Laws Chapter 23A, Section 3F³ to the Massachusetts Economic Assistance Coordinating Council ("EACC") for each year of the Exemption Term. The annual report shall include the number of jobs retained and created, and value of the Property capital investments and other related items with respect to the Property annually and on a cumulative basis. The Company shall also submit a report as required by Massachusetts General Laws Chapter 40, Section 59(viii) to the Town and the EACC.⁴
6. The Company plans to use reasonable efforts, to the extent permitted by law and assuming equal qualifications, to give priority to qualified Northbridge residents in its hiring of new employees for the Project.
7. The Company plans to use reasonable efforts, to the extent permitted by law and assuming equal qualifications, to give priority to qualified local vendors for the provision of goods and services to the Project.
8. If the Company and the Property Owner fail to meet the obligations specified in Section B.1 through B.5 above, and such failure continues beyond the notice and cure periods set forth in Section B.9 below, then the Town, acting by and through its Board of Selectmen, may take action to notify the EACC and/or request the EACC to revoke approval of this Agreement. Upon the EACC's revocation of its approval of this Agreement, the Town shall provide the Company and the Property with notice thereof, and may discontinue the Tax Increment Financing benefits provided to the Company and the Property Owner commencing with the fiscal year within which such revocation occurs (*i.e.*, the Project is "decertified"), or if such benefits have already been received by the Company for the fiscal year in which the Project has been decertified, commencing as of the fiscal year immediately following such fiscal year.
9. Prior to taking any action to request revocation of this Agreement by the EACC pursuant to Section B.8, the Town shall give written notice of the alleged material default to the Company and the Property Owner and provide the Company and Property Owner an opportunity to meet with Northbridge officials having the relevant authority under this Agreement to discuss a remedy for the alleged default. The Company and Property Owner shall have sixty (60) days from the receipt of such written notice to respond to the Town regarding any alleged default and one hundred twenty (120) days from the receipt of such

³ See <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleII/Chapter23A/Section3F>.

⁴ See <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleVII/Chapter40/Section59>

written notice to remedy such alleged default, or, with respect to alleged defaults which by mutual agreement of the Parties cannot be remedied within such one hundred-twenty (120)-day period, within such additional period of time as is required to reasonably remedy such alleged default, provided the Company and Property Owner exercise due diligence in the remedying of such alleged default.

10. If the Company plans to move from the Property during the Exemption Term, the Company shall give the Town thirty days (30) days' advance written notice, to the attention of its Select Board, with a courtesy copy to its Town Manager.

C. OTHER CONSIDERATIONS

1. Pursuant to Massachusetts General Laws Chapter 40, Section 59(v), this Agreement shall be binding upon the Company, its successors and assigns, and the Property Owner, and subsequent owners of the Property.
2. The matters described above as obligations of the Company and Property Owner are the only conditions to the eligibility for tax exemptions under this Agreement and do not create any other enforceable obligation or covenants of the Company and Property Owner. The Town's sole remedy for failure by the Company to satisfy any of its respective obligations and conditions are set forth in Sections B.8 through B.10 of this Agreement.
3. This Agreement is subject to Massachusetts General Laws Chapter 23A, Section 3A to 3F, Chapter 40, Section 59, and Chapter 59, Section 5, Clause 51, and the applicable regulations thereunder.⁵
4. The Property Owner shall pass on all real estate tax savings resulting from this Agreement to the Company, which may be accomplished through adjustments to rent under the lease or other reasonable arrangements mutually agreeable to the Property Owner and the Company.
5. Should any provision of the Agreement be declared or determined by a court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions hereof shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.
6. The time within which the Company and/or the Property Owner shall be required to perform any of their respective acts or obligations under this Agreement shall be extended to the extent that the performance of such acts or obligations shall be delayed by a *Force Majeure Event* and only for so long

⁵ See <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleII/Chapter23A>, <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleVII/Chapter40/Section59> and <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleIX/Chapter59/Section5>.

as said *Force Majeure Event* has continued. A *Force Majeure Event* means any supervening events or occurrences, such as acts of God, earthquakes, fire, acts of terrorism, pandemic, war, labor disputes, delays, supply chain disruptions, restrictions by government bodies, government shut-downs, governmental states of emergency, or other causes that are beyond the reasonable control of the Company and/or the Property Owner.

7. This Agreement is subject for approval by the EACC pursuant to Section 3E of M.G.L. Chapter 23A and the applicable regulations thereunder, and this Agreement shall not be modified except in a writing signed by the parties and approved by the EACC.
8. Each person executing this Agreement represents and warrants that he or she has been duly authorized to execute and deliver this Agreement by the entity for which he or she is signing, and this Agreement is the valid and binding agreement of such entity, enforceable in accordance with its terms.
9. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original; but all of such counterparts shall together constitute but one and the same instrument.
10. No officer, director, manager, member, employee, agent or representative of any party, or of any affiliate thereof, shall have any personal liability under this Agreement.
11. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws. Each party waives a trial by jury in any action arising under this Agreement.

[Signatures Follow on Next Pages]

WITNESSETH the execution and delivery of this Agreement by the Town, the Company and the Property Owner, as an instrument under seal, as of the date first above written.

AGREED TO:

“TOWN”

**TOWN OF NORTHBRIDGE,
by its BOARD OF SELECTMEN**

By: _____

Name: _____

Title: _____

AND:

By: _____

Name: _____

Title: _____

“COMPANY”

**EYEPOINT PHARMACEUTICALS, INC.,
a Delaware corporation**

By: _____

Name: _____

Title: _____

[Signatures continue on following page]

“PROPERTY OWNER”

OSTERMAN MANAGEMENT, LLC,
a Massachusetts limited liability company

By: _____

Name: _____

Title: _____

DRAFT

EXHIBIT B
LOCAL INCENTIVE VALUATION WORKSHEET

[See attached]⁶

DRAFT

⁶ To be inserted once approved by client.