Board of Selectmen Meeting Minutes
April 27, 2020
Virtual Meeting via Zoom

Members Present:

- Daniel Galante
- Jeff Williams
- Kris Pareago
- Richard Haddad
- Pat Girouard

Staff Present:

- Ryan McLane – Town Administrator
- Bobbie Thibault – Executive Assistant

Meeting called to order at 6:30 pm by Daniel Galante. Mr. Galante Announced that the meeting was being digitally recorded.

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 order imposing strict limitation on the number of people that may gather in one place, this meeting of the Hubbardston Board of Selectmen will be conducted via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found at www.hubbardstonma.us. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the town's website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as possible after the meeting.

Open Session:

- None

Announcements:

- Still accepting Country Hen Applications. Trying to spread the word to help Hubbardston Residents to be able to get some help with College costs.

Presentations:

- Q3 Financial Report – Please see attached documentation for details
    - The Revenue Report consists of Financial Team Activities, and Financial Monitoring.

New Business:

- Pole Petition #1 – National Grid to install 1 JO Pole on Bemis Road beginning at a point approximately 125 feet east of the centerline of the intersection of Navajo Street and Bemis Road.

Motion to accept Pole Petition #1 - National Grid to install 1 JO Pole on Bemis Road beginning at a point approximately 125 feet east of the centerline of the intersection of Navajo Street and Bemis Road: Richard Haddad; 2nd Jeff Williams. No Discussion. Roll Call: Dan: Yes, Jeff: Yes, Richard: Yes, Kris: Yes, Pat: Yes. Vote: Unanimous.

- Pole Petition #2 – National Grid to install 1 SO Pole on Bemis Road beginning at a point approximately 61 feet southeast of the centerline of the intersection of Navajo Street.

Motion to accept Pole Petition #2 - National Grid to install 1 SO Pole on Bemis Road beginning at a point approximately 61 feet southeast of the centerline of the intersection of Navajo Street. Richard Haddad; 2nd Jeff Williams. No Discussion. Roll Call: Dan: Yes, Jeff: Yes, Richard: Yes, Pat: Yes, Kris: Yes. Vote: Unanimous.

- Pole Petition #3 – National Grid to install 1 JO Pole on Gardner Road beginning at a point approximately 400 feet northwest of the centerline of the intersection of High St and Gardner Road and continuing approximately 20 feet in a southwest direction.

Motion to accept Pole Petition #3 - National Grid to install 1 JO Pole on Gardner Road beginning at a point approximately 400 feet northwest of the centerline of the intersection of High St and Gardner Road and continuing approximately 20 feet in a southwest direction. Richard Haddad; 2nd Jeff Williams. No Discussion. Roll Call: Dan: Yes, Jeff: Yes, Richard: Yes, Pat: Yes, Kris: Yes. Vote: Unanimous.

- Hubbardston High School Senior Banner Discussion – The Board was approached with a request to find a way to honor our Seniors during the Covid-19 Stay at home order. They are looking into a Banner to put across Main Street, and Yard signs Honoring each Senior individually. There are 47 Seniors in Town.

Motion to grant permission to place yard signs on School and Library Property, and a Banner across Main Street: Pat Girouard; 2nd Richard Haddad. Amendment: Subject to final Review of the Board of Selectmen. Amended Motion accepted by Pat Girouard; 2nd Richard Haddad. Ryan will provide final Review. No further Discussion. Roll Call: Dan: Yes, Jeff: Yes, Richard: Yes, Pat: Yes, Kris: Yes. Vote: Unanimous.

- Covid -19 Information and Updates –
  - The Schools have moved to Remote learning for the remainder of the School year. Hubbardston will go along with any decisions made by the Governor.
  - Town meeting options we are facing are to either look for outside options or push it off and go to a 1/12th budget for now.
- The Winter Storm Update/ Review will be addressed at the next meeting.
- Review Draft Town Meeting Warrant – See Attached Documentation for Details.
  - There needs to be a 2/3rd vote, then it can go to the ballot.
  - We will likely have a Fall Town Meeting.
  - The Board feels strong that the School Roof needs to be addressed even though Covid-19 is here. Right now there is flexibility to discuss this further, and we will not be alone in that decision.
- Ragged Hill Affordable Housing RFP – Lot 2 – The Habitat for Humanity has shown interest in this Lot however, we need to put it out to bid which will allow the Board to get options. We can give people sixty days to send proposals for duplex or smaller. The Board could potentially sell the land for one dollar. We will advertise and allow people to bid on the project to put affordable housing on lot #2.

Motion to Accept RFP for Lot#2 as Presented: Pat Girouard; 2nd Richard Haddad. Roll Call: Dan: Yes, Jeff: Yes, Richard: Yes, Pat: Yes, Kris: Yes. Vote: Unanimous.

Old Business:

- FY21 Budget Discussion – There will be a recommendation of reduction of Revenue, or we will need to cut Services. These Recommendations are coming in the near future.

Town Administrator Report:

- This Report consists of the Covid-19 Update, a Budget Update, Department Reports, Financial Management, Infrastructure Update, and Employee Recognition. This week I would like to thank Chris Barbera for her recent efforts in the Library Department. In just her first year as a

Director, Chris inherited a very unique situation – the public closure of a library still expected to provide community services. Chris has risen to the challenge, helping to coordinate virtual story time for our children, responding to resident needs and when possible and safe, continuing to provide loan services to residents. The library is a very important part of our community, the main symbol on our seal, and I truly appreciate everything Chris has done to make sure the town has its library during this time of need.

Policies to Review:

- Disposal of Surplus Property – Some Towns allow certain sales to be done automatically up to a certain amount of money, or another option is to have the Board see everything sold.

Appointments / Resignations:

- Ben LaFortune – Resignation from the DPW
- Peter Silva and Peter Howard – Resignation from Recycling- We will not be filling the Recycling positions until Recycling opens again.

Motion to accept the Resignations of Ben LaFortune from DPW and Peter Silva and Peter Howard from Recycling: Pat Girouard; 2nd Jeff Williams. The Board agrees to advertise for the DPW position now. No further discussion. Roll Call: Dan: Yes, Jeff: Yes, Richard: Yes, Pat: Yes, Kris: Yes. Vote: Unanimous.

Wage Authorization:

- None

Minutes to Approve:

- April 20, 2020

Motion to Approve the Board of Selectmen Meeting Minutes from April 20, 2020: Jeff Williams; 2nd Richard Haddad. No Discussion. Roll Call: Dan: Yes, Jeff: Yes, Richard: Yes, Kris: Yes, Pat: Abstain.

Committee Updates:

- None

Matters not reasonably anticipated by the Chair:

- None

Public/Press Question & Answer:

- None

Motion to adjourn 8:25 pm: Pat Girouard; 2nd Richard Haddad. No Discussion. Roll Call: Dan: Yes, Jeff: Yes, Richard: Yes, Pat: Yes, Kris: Yes, Vote: Unanimous.

Respectfully Submitted by,
Bobbie Thibault

Approved may 5, 2020

Board of Selectmen Agenda

Virtual Meeting (Zoom)
April 27, 2020

VIRTUAL MEETING INFORMATION

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 order imposing strict limitation on the number of people that may gather in one place, this meeting of the Hubbardston Board of Selectmen will be conducted via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on the town Web site. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via Zoom. In the event that we are unable to do so, despite best efforts, we will post on the town's website a comprehensive record of proceedings as soon as possible after the meeting.

6:30pm - Call Meeting to Order

1. Open Session
   (If we do not have Open Session items to discuss, other agenda items may be brought forward earlier)
2. Announcements
   a) Country Hen Scholarship Applications
3. Presentations
   a) Q3 Financial Report
4. New Business
   a) Hubbardston High School Senior Banner Discussion
   b) Pole Petition Hearings – National Grid, 7pm (VOTE)
      a. National Grid to install 1 JO Pole on Bemis Road beginning at a point approximately 125 feet east of the centerline of the intersection of Navajo Street and Bemis Road.
      b. National Grid to install 1 SO Pole on Bemis Road beginning at a point approximately 61' feet southeast of the centerline of the intersection of Navajo Street.
      c. National Grid to install 1 JO Pole on Gardner Road beginning at point approximately 400 feet northwest of the centerline of the intersection of High St and Gardner Road and continuing approximately 20 feet in a southwest direction.
   c) COVID-19 Information and Updates
      a. School Closure
      b. Town Meeting Options
      c. Winter Storm Update/Review
   d) Review Draft Town Meeting Warrant
   e) Ragged Hill Affordable Housing RFP – Lot 2, Parcel 217 (VOTE)
5. Old Business

a) FY21 Budget Discussion

6. Town Administrator Report
   a) Budget Update
   b) Department Report
   c) Financial Management
   d) Infrastructure Update
   e) Employee Recognition
7. Policies to Review
   a) Disposal of Surplus Property
8. Appointments/Resignations
   a) DPW - Ben LaFortune (resignation)
   b) Recycling – Peter Silva, Peter Howard, (resignation)
9. Wage Authorization
10. Minutes to Approve
    a) April 20, 2020
11. Committee Updates
12. Matters not reasonably anticipated by the Chair
13. Public/Press Question & Answer
14. Adjourn

Chair: Dan Galante

VIRTUAL LOG-IN INFORMATION

You are invited to a Zoom webinar.
When: Apr 27, 2020 06:30 PM Eastern Time (US and Canada)
Topic: Board of Selectmen

Please click the link below to join the webinar:
https://zoom.us/j/300510159

Or iPhone one-tap :
US: +19292056099,,300510159# or +13126266799,,300510159#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 929 205 6099 or +1 312 626 6799 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782
Webinar ID: 300 510 159
International numbers available: https://zoom.us/u/ahqfPyUZ2

nationalgrid

March 24, 2020

Town of Hubbardston

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s)

If you have any questions regarding this permit please contact:

Please notify National Grid's Vincent LoGuidice of the hearing date / time.
If this petition meets with your approval, please return an executed copy to each of the above named Companies.

National Grid Contact: Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845. Phone 978-725-1392.

Very truly yours,

Pat Cody

Patrick Cody
Supervisor, Distribution Design

Enclosures

Questions contact – Kimberly Tavallaimola 508-860-6444

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the Board of Selectmen
Of Hubbardston, Massachusetts

Massachusetts Electric Company d/b/a National Grid and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Bemis Road - National Grid to install 1 JO Pole on Bemis Road beginning at a point approximately 125 feet east of the centerline of the intersection of Navajo Street and Bemis Road. Install 1 JO pole 23-50 between existing pole 23 and pole 24 due to distance – system improvement.

Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Bemis Road - Hubbardston - Massachusetts.

No. 29331336 February 12, 2020

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a National Grid
BY Pat Cody
Engineering Department

VERIZON NEW ENGLAND, INC.
BY _____
Manager / Right of Way

Hubbardston

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS
To the Board of Selectmen - Hubbardston, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 12th day of February, 2020.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Bemis Road - Hubbardston - Massachusetts.
No. 29331336 Dated February 12, 2020. Filed with this order
There may be attached to said poles by Massachusetts Electric Company d/b/a National Grid and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Bemis Road - National Grid to install 1 JO Pole on Bemis Road beginning at a point approximately 125 feet east of the centerline of the intersection of Navajo Street and Bemis Road. Install 1 JO pole 23-50 between existing pole 23 and pole 24 due to distance – system improvement.

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the
of the City/Town of , Massachusetts held on the day of 20 .

City/Town Clerk.

Massachusetts 20 .

Received and entered in the records of location orders of the City/Town of
Book Page

Attest:
City/Town Clerk

I hereby certify that on 20 , at o'clock, M
at a public hearing was held on the petition of
Massachusetts Electric Company d/b a National Grid and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the of the City of Massachusetts, on the day of 20 , and recorded with the records of location orders of the said City, Book , Page . This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:
City/Town Clerk

NGRID

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS
To the Board of Selectmen - Hubbardston, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 12th day of February, 2020.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Bemis Road - Hubbardston - Massachusetts.
No. 29331336 Dated February 12, 2020. Filed with this order
There may be attached to said poles by Massachusetts Electric Company d/b/a National Grid and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

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Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the
of the City/Town of , Massachusetts held on the day of 20 .

City/Town Clerk.

Massachusetts 20 .

Received and entered in the records of location orders of the City/Town of
Book Page

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City/Town Clerk

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at a public hearing was held on the petition of
Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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Board or Council of Town or City, Massachusetts

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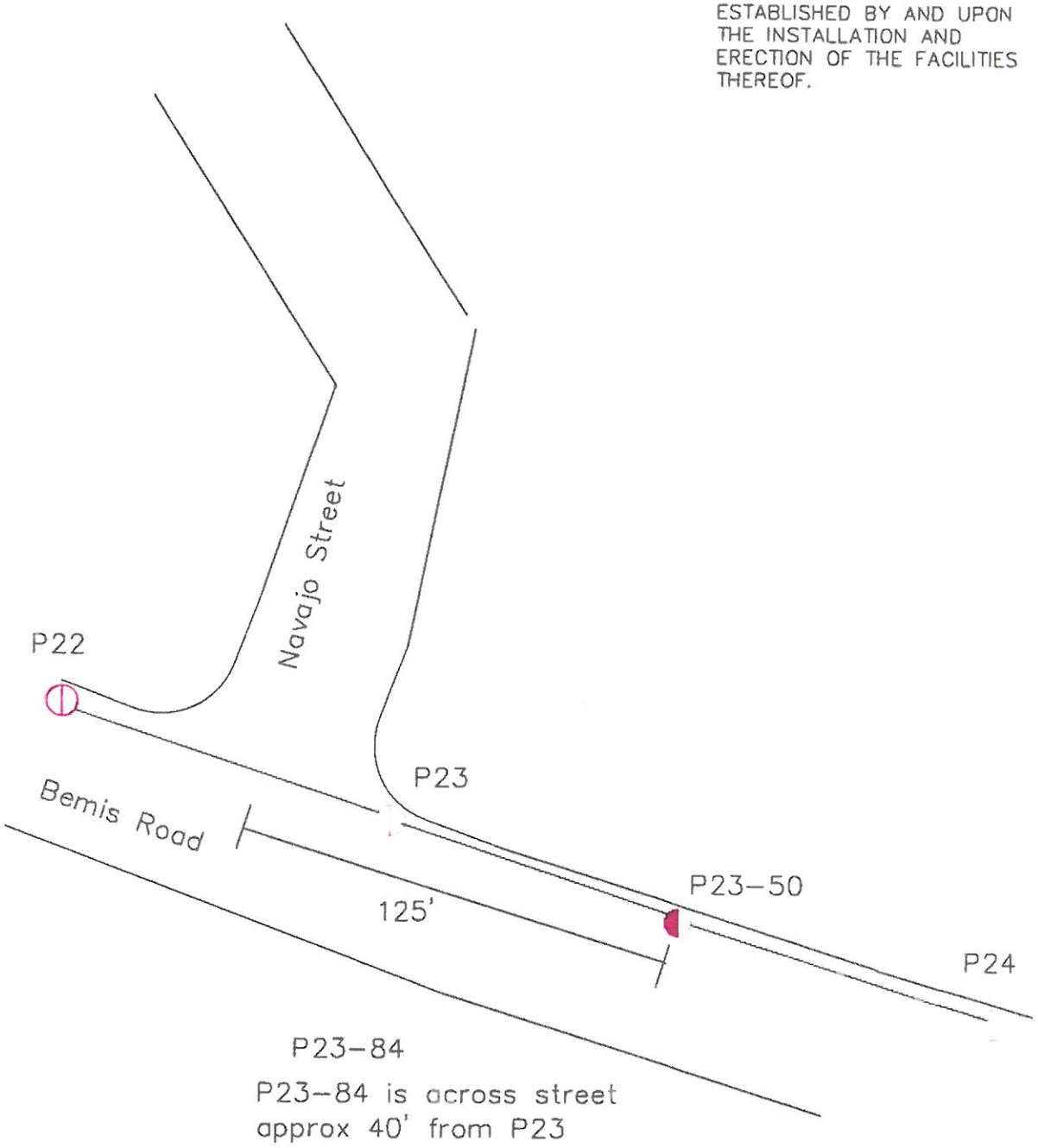
Attest:

City/Town Clerk

EXHIBIT 'A' NOT TO SCALE
THE EXACT LOCATION OF SAID FACILITIES TO BE ESTABLISHED BY AND UPON THE INSTALLATION AND ERECTION OF THE FACILITIES THEREOF.



LEGEND

- Proposed JO Pole
- Existing JO Pole
- Anchor/guy
- Proposed SO Pole

Town of Hubbardston
PETITION
55 Navajo Street Hubbardston
Pole Petition Sketch

Date 02/10/2020
Designer Kim Tav
W/R 29331336

nationalgrid

nationalgrid

February 12, 2020

Town of Hubbardston

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID, covering NATIONAL GRID pole location(s)

If you have any questions regarding this permit please contact:

Please notify National Grid's Vincent LoGuidice of the hearing date / time.

If this petition meets with your approval, please return an executed copy to:

National Grid Contact Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845

Phone number 978-725-1392.

Very truly yours,

Pat Cody

Patrick Cody
Supervisor, Distribution Design

Enclosures

Questions contact – Kim Tavallaimola 508-860-6444

PETITION FOR POLE AND WIRE LOCATIONS

North Andover, Massachusetts

To the Board of Selectmen
Of Hubbardston, Massachusetts

Massachusetts Electric Company d/b/a National Grid requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Bemis Road - National Grid to install 1 SO Pole on Bemis Road beginning at a point approximately 61' feet southeast of the centerline of the intersection of Navajo Street. Install 1 SO pole 23-84, a stub pole, anchor/guy to replace a tree guy per customer request.

Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Bemis Road - Hubbardston – Massachusetts.

No.# 29331336 February 12, 2020

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a National Grid
BY Pat Cody
Engineering Department

Hubbardston

ORDER FOR POLE AND WIRE LOCATIONS

In the Town of Hubbardston, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:
that Massachusetts Electric Company d/b/a National Grid and be and it is hereby granted a location for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated the 12th day of February, 2020.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Bemis Road - Hubbardston – Massachusetts No.# 29331336 Dated: February 12, 2020. Filed with this order

There may be attached to said poles such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Bemis Road - National Grid to install 1 SO Pole on Bemis Road beginning at a point approximately 61' feet southeast of the centerline of the intersection of Navajo Street. Install 1 SO pole 23-84, a stub pole, anchor/guy to replace a tree guy per customer request.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City/Town of , Massachusetts held on the day of 20 .

City/Town Clerk.

Massachusetts 20 .

Received and entered in the records of location orders of the City/Town of
Book Page

Attest:
City/Town Clerk

I hereby certify that on 20 , at o'clock, M
at a public hearing was held on the petition of

Massachusetts Electric Company d/b/a National Grid

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the of the City of Massachusetts, on the day of 20 , and recorded with the records of location orders of the said City, Book , Page . This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof

Attest:

City/Town Clerk

WGRED

ORDER FOR POLE AND WIRE LOCATIONS

In the Town of Hubbardston, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:
that Massachusetts Electric Company d/b/a National Grid and be and it is hereby granted a location for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated the 12th day of February, 2020.

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City/Town Clerk.

Massachusetts 20 .

Received and entered in the records of location orders of the City/Town of
Book Page

Attest:
City/Town Clerk

I hereby certify that on 20 , at o'clock, M
at a public hearing was held on the petition of

Massachusetts Electric Company d/b/a National Grid

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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Board or Council of Town or City, Massachusetts

CERTIFICATE

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Attest:

City/Town Clerk

nationalgrid

March 24, 2020

Town of Hubbardston

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s)

If you have any questions regarding this permit please contact:

Please notify National Grid's Vincent LoGuidice of the hearing date / time.
If this petition meets with your approval, please return an executed copy to each of the above named Companies.

National Grid Contact: Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845. Phone 978-725-1392.

Very truly yours,

Pat Cody

Patrick Cody
Supervisor, Distribution Design

Enclosures

Questions contact – Roberrt Williams 774-437-9206

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the Board of Selectmen
Of Hubbardston Massachusetts

Massachusetts Electric Company d/b/a National Grid and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Gardner Road - National Grid to install 1 JO Pole on Gardner Road beginning at a point approximately 400 feet northwest of the centerline of the intersection of High St and Gardner Road and continuing approximately 20 feet in a southwest direction. Installing stub pole 2-84 and anchor across street from pole 2. Remove tree guy and support pole 2.

Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Gardner Road - Hubbardston - Massachusetts.

No. 29507537 February 25, 2020

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a National Grid
BY Pat Cody
Engineering Department

VERIZON NEW ENGLAND, INC.
BY _____
Manager / Right of Way

NGRID

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS
To the Board of Selectmen - Hubbardston, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 25th day of February, 2020.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Gardner Road - Hubbardston - Massachusetts.
No. 29507537 Dated February 25, 2020. Filed with this order
There may be attached to said poles by Massachusetts Electric Company d/b/a National Grid and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Gardner Road - National Grid to install 1 JO Pole on Gardner Road beginning at a point approximately 400 feet northwest of the centerline of the intersection of High St and Gardner Road and continuing approximately 20 feet in a southwest direction. Installing stub pole 2-84 and anchor across street from pole 2. Remove tree guy and support pole 2.

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the
of the City/Town of , Massachusetts held on the day of 20 .

City/Town Clerk.

Massachusetts 20 .

Received and entered in the records of location orders of the City/Town of
Book Page

Attest:

City/Town Clerk

I hereby certify that on 20 , at o'clock, M
at a public hearing was held on the petition of
Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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.....
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the of the City of Massachusetts, on the day of 20 , and recorded with the records of location orders of the said City, Book , Page . This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

City/Town Clerk

Hubbardston

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS
To the Board of Selectmen - Hubbardston, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 25th day of February, 2020.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Gardner Road - Hubbardston - Massachusetts.
No. 29507537 Dated February 25, 2020. Filed with this order
There may be attached to said poles by Massachusetts Electric Company d/b/a National Grid and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Gardner Road - National Grid to install 1 JO Pole on Gardner Road beginning at a point approximately 400 feet northwest of the centerline of the intersection of High St and Gardner Road and continuing approximately 20 feet in a southwest direction. Installing stub pole 2-84 and anchor across street from pole 2. Remove tree guy and support pole 2.

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the
of the City/Town of , Massachusetts held on the day of 20 .

City/Town Clerk.

Massachusetts 20 .

Received and entered in the records of location orders of the City/Town of
Book Page

Attest:
City/Town Clerk

I hereby certify that on 20 , at o'clock, M
at a public hearing was held on the petition of
Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

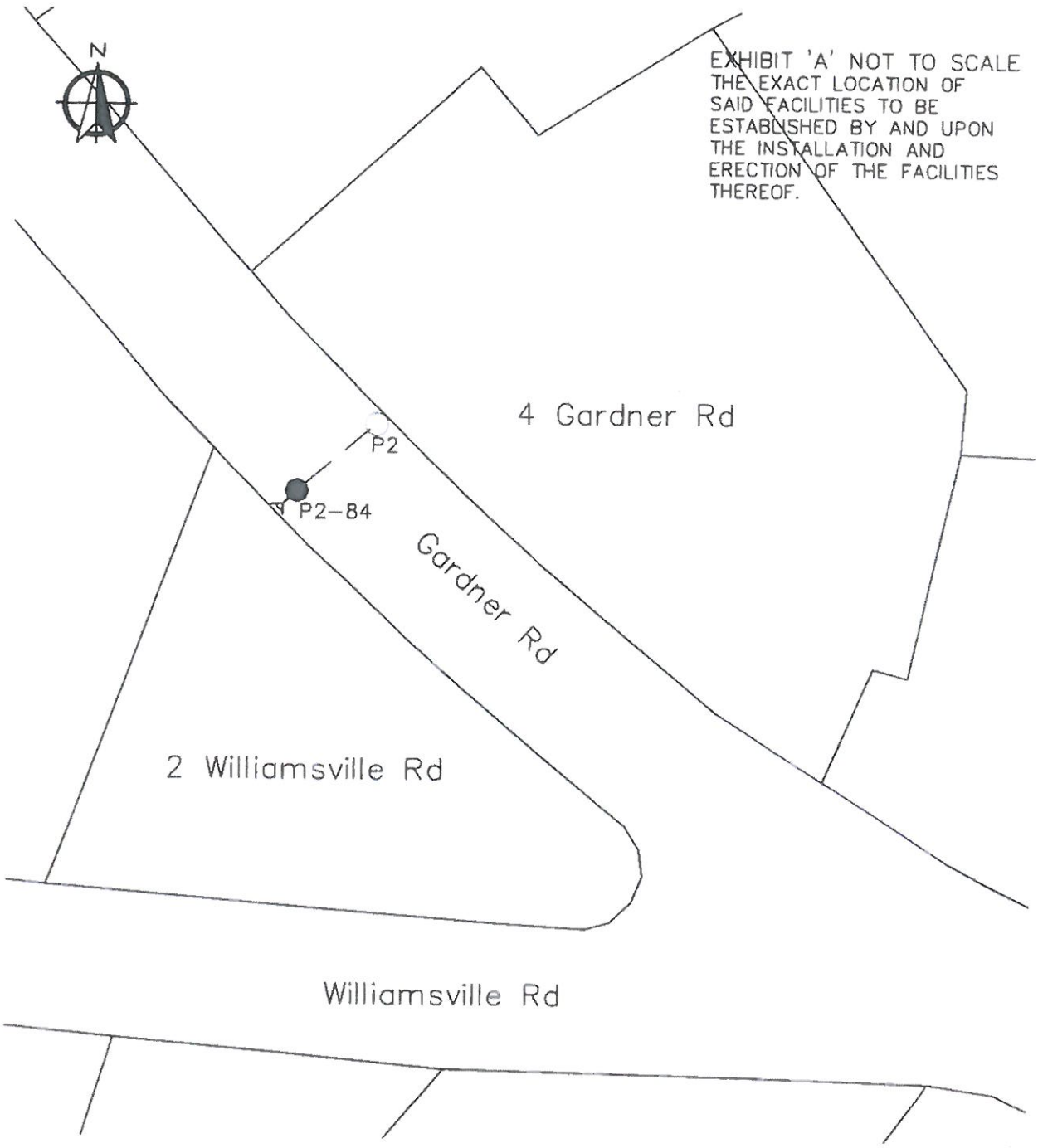
City/Town Clerk.

.....
.....
.....
.....
Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the of the City of Massachusetts, on the day of 20 , and recorded with the records of location orders of the said City, Book , Page . This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:
City/Town Clerk



LEGEND

JO EXISTING POLE

JO PROPOSED POLE

ANCHOR AND GUY

GUY WIRE

PETITION
SKETCH

4 Gardner Rd Hubbardston MA

Date 2/25/20

Designer WILLIR6

W/R 29507537

nationalgrid

Total Project Budget Template for Project Scope and Budget
Accelerated Repair Program

Notes

This template was prepared by the MSBA as a tool to assist districts and their teams in the understanding of MSBA policies and practices: their potential impact on the MSBA's calculation of a potential Basis of Total Facilities Grant; and potential Total Maximum Facilities Grant. This template does not contain a final, exhaustive list of all evaluations which the MSBA may use in determining whether items are eligible for reimbursement by the MSBA.

Yellow Highlighted Cells include formulas which should not be overwritten in the submitted version of the Total Project Budget Form.

The MSBA will perform an independent analysis based on a review of information and estimates entered into the Total Project Budget Template submitted by the District for the proposed school project. The MSBA's analysis may differ from the analysis performed by the district.

All costs associated with ineligible construction items (refer to 963 CMR 2.16(5) for more information) including design, permitting, construction monitoring, testing etc. are to be identified and included in the Ineligible Cost Column.

If the project is to include alternates they will be reviewed as follows:
Deduct Alternates are included in the construction budget; therefore, the Alternates Subtotal is not included in the Total Project Budget and is not included in the Estimated Basis of Total Facilities Grant. Deduct alternates will only be considered if the construction bids come in higher than the estimated Construction Budget shown in the Total Project Budget. These alternates will only be considered eligible expenses if they can be accommodated within the Total Project Budget and within the Estimated Total Maximum Facilities Grant.

Add Alternates are not included in the Total Project Budget and are not included in the Estimated Basis of Total Facilities Grant. Add alternates will only be considered if the construction bids come in lower than the estimated Construction Budget shown in the Total Project Budget. These alternates will only be considered eligible expenses if they can be accommodated within the Total Project Budget and within the Estimated Total Maximum Facilities Grant.

Data Entry

Enter the District and School Name into the top of the form

Enter the Submittal Date

Enter the Reimbursement Rate. Contact the MSBA Project Manager for the correct rate.

In the Estimated Budget Column Enter estimated budget items for all categories that apply to the Proposed Project. Do not combine multiple categories. For example, separate budgets must be included for Construction Contract Documents and Bidding; Bidding budget may not be combined with the Construction Contract Documents budget.

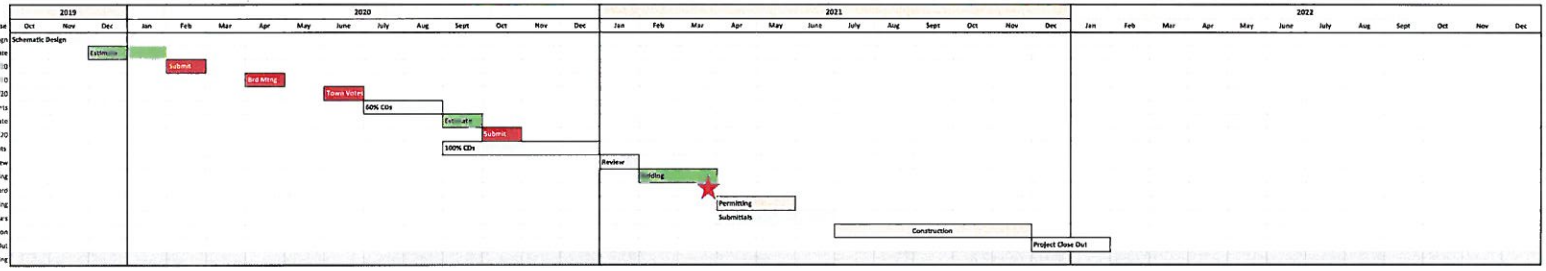
When entering Construction Markups - If the project is to be based on D/B/B, enter 0 for the GMP budget categories. If the project is to be based on CM@R, enter 0 for the D/B/B budget categories.

Identify items that are ineligible for reimbursement based on MSBA regulations. Refer to 963 CMR 2.16 (5) Ineligible Costs, and enter associated costs under Ineligible Costs adjacent to the appropriate uniform category. MSBA regulations are available at www.MassSchoolBuildings.org.

Standard Reimbursement Calculations

Soft Cost Reimbursement - If the value of "Eligible minus Reimbursable" within the Soft Cost Reimbursement section of the spreadsheet is positive, enter that into the "Soft Costs that exceed 20% of Const'n Cost" category in the "Scope Items Excluded" column, see item 83.

Quabbin Regional School District
Hubbardston Center School - Roof Replacement
Anser Advisory - Proposed Project Schedule
23 January 2020



Projected Billing	Rate	2019 Oct	Nov	Dec	2020 Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	2021 Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	2022 Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec		
Project Director (Margaret Wood)	$165	$1,320	$1,320	$660	$660	$660	$0	$0	$1,980	$1,980	$660	$660	$660	$660	$660	$660	$660	$660	$660	$660	$660	$660	$660	$660	$660	$660	$660	$660	$66	$66	$66	$66	$66	$66	$66	$66	$66	$66	$66	$66	$17,231	Feasibility
Snr Project Manager (Bob Stevens)	$150	$600	$600	$600	$600	$1,800	$0	$0	$0	$0	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$26,220	CD's
Assistant Project Manager (Ethan Butler)	$110	$880	$880	$880	$880	$2,640	$330	$330	$330	$330	$3,520	$3,520	$3,520	$3,520	$3,520	$3,520	$3,520	$3,520	$3,520	$3,520	$3,520	$3,520	$3,520	$3,520	$3,520	$3,520	$3,520	$3,520	$220	$220	$220	$220	$220	$220	$220	$220	$220	$220	$220	$220	$9,560	Bidding
Clerk (TBD)	$115	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$9,200	$18,400	$18,400	$18,400	$18,400	$9,200	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$151,320	CA
Support	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$9,092	C ouout
Totals		$2,800	$2,800	$1,760	$2,140	$4,220	$330	$330	$2,990	$2,090	$4,780	$4,780	$4,780	$4,780	$4,780	$4,780	$4,780	$4,780	$4,780	$4,780	$4,780	$13,260	$28,460	$28,460	$28,460	$28,460	$14,860	$5,660	$286	$286	$286	$286	$286	$286	$286	$286	$286	$286	$286	$286	$233,623	Estimated Fee to complete
Actuals		$7,035	$3,733	$4,464	$2,140	$4,220	$330	$330	$2,090	$2,090	$4,780	$4,780	$4,780	$4,780	$4,780	$4,780	$4,780	$4,780	$4,780	$4,780	$4,780	$13,260	$28,460	$28,460	$28,460	$28,460	$14,860	$5,660	$286	$286	$286	$286	$286	$286	$286	$286	$286	$286	$286	$286	$220,392	Without Feasibility
		Schematic Design =		$15,231										Construction Documents =			$44,220	Bidding =		$9,560						Construction =		$157,520										Closeout =		$9,092		

Projected Hours / Month		2019 Oct	Nov	Dec	2020 Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	2021 Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	2022 Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Weeks / Month		4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Project Director (Margaret Wood)	$165	8	8	4	4	4	0	0	12	12	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4
Snr Project Manager (Bob Stevens)	$150	4	4	4	4	12	0	0	0	0	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	0	0	0	0	0	0	0	0	0	0	0	0
Assistant Project Manager (Ethan Butler)	$110	8	8	4	8	16	1	1	1	1	32	32	32	32	32	32	32	32	32	32	32	80	80	80	80	80	80	40	2	2	2	2	2	2	2	2	2	2	2	2
Clerk (TBD)	$115	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80	160	160	160	160	80	0	0	0	0	0	0	0	0	0	0	0	0	0
Support	-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	8	8	8	0	0	0	0	0	0	0	0	0	0	0	0
		20	20	12	16	32	1	1	13	13	40	40	40	40	40	40	40	40	40	40	40	168	248	248	248	256	136	56	2	2	2	2	2	2	2	2	2	2	2	2
Projected Hours / Week																																								
Project Director (Margaret Wood)		2.0	2.0	1.0	1.0	1.0	0.0	0.0	3.0	3.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
Snr Project Manager (Bob Stevens)		1.0	1.0	1.0	1.0	3.0	0.0	0.0	0.0	0.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Assistant Project Manager (Ethan Butler)		2.0	2.0	1.0	2.0	4.0	0.3	0.3	0.3	0.3	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	20.0	20.0	20.0	20.0	20.0	20.0	10.0	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Clerk (TBD)		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	20.0	40.0	40.0	40.0	40.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Support		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	2.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
		5.0	5.0	3.0	4.0	8.0	0.3	0.3	3.3	3.3	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	42.0	62.0	62.0	62.0	62.0	34.0	14.0	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6

Projected Billing	Rate	2019 Oct	Nov	Dec	2020 Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	2021 Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	2022 Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec		
Project Director (Margaret Wood)	$165	$1,320	$1,320	$714	$714	$714	$0	$0	$2,143	$2,143	$714	$714	$714	$714	$714	$714	$714	$714	$714	$714	$714	$714	$714	$714	$714	$714	$714	$714	$71	$71	$71	$71	$71	$71	$71	$71	$71	$71	$71	$71		
Snr Project Manager (Bob Stevens)	$150	$600	$600	$600	$600	$1,949	$0	$0	$0	$0	$1,799	$1,799	$1,799	$1,799	$1,799	$1,799	$1,799	$1,799	$1,799	$1,799	$1,799	$1,799	$600	$600	$600	$600	$600	$600	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		
Assistant Project Manager (Ethan Butler)	$110	$993	$993	$1,476	$993	$1,905	$4,476	$4,476	$1,905	$3,810	$3,810	$3,810	$3,810	$3,810	$3,810	$3,810	$3,810	$3,810	$3,810	$3,810	$3,810	$3,810	$3,810	$3,810	$3,810	$3,810	$3,810	$3,810	$238	$238	$238	$238	$238	$238	$238	$238	$238	$238	$238	$238		
Clerk (TBD)	$115	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		
Support	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		
Totals		$3,033	$3,033	$1,840	$2,317	$4,568	$476	$476	$4,049	$5,954	$5,824	$5,824	$5,824	$5,824	$5,824	$5,824	$5,824	$5,824	$5,824	$5,824	$5,824	$21,498	$30,808	$30,808	$30,808	$30,154	$5,174	$5,174	$310	$310	$310	$310	$310	$310	$310	$310	$310	$310	$310	$310	$227,944	Total Fee
Actuals		$7,035	$3,733	$4,464	$2,317	$4,568	$476	$476	$4,049	$5,954	$5,824	$5,824	$5,824	$5,824	$5,824	$5,824	$5,824	$5,824	$5,824	$5,824	$5,824	$21,498	$30,808	$30,808	$30,808	$30,154	$5,174	$5,174	$310	$310	$310	$310	$310	$310	$310	$310	$310	$310	$310	$310	$15,000	SD Fee
					$12,116	Schematic Design																																			$212,944	Estimated Fee to complete

Projected Hours / Month		2019 Oct	Nov	Dec	2020 Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	2021 Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	2022 Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
Weeks / Month		4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	0.08
Project Director (Margaret Wood)	$165	8.66	8.66	4.33	4.33	4.33	0	0	12.99	12.99	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	0.433	0.433	0.433	0.433	0.433	0.433	0.433	0.433	0.433	0.433	0.433	0.433	
Snr Project Manager (Bob Stevens)	$150	4.33	4.33	4.33	4.33	13.00	0	0	0	0	8.66	8.66	8.66	8.66	8.66	8.66	8.66	8.66	8.66	8.66	8.66	8.66	4.33	4.33	4.33	4.33	4.33	4.33	0	0	0	0	0	0	0	0	0	0	0	0	
Assistant Project Manager (Ethan Butler)	$110	8.66	8.66	4.33	8.66	17.32	4.33	4.33	17.32	34.64	34.64	34.64	34.64	34.64	34.64	34.64	34.64	34.64	34.64	34.64	34.64	86.6	86.6	86.6	86.6	86.6	34.64	34.64	2.165	2.165	2.165	2.165	2.165	2.165	2.165	2.165	2.165	2.165	2.165	2.165	
Clerk (TBD)	$115	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	86.6	173.2	173.2	173.2	173.2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Support	-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
		22	22	13	17	35	4	4	30	48	48	48	48	48	48	48	48	48	48	48	48	186	268	268	268	95	52	52	3	3	3	3	3	3	3	3	3	3	3	3	
Projected Hours / Week																																									
Project Director (Margaret Wood)		2.0	2.0	1.0	1.0	1.0	0.0	0.0	3.0	3.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
Snr Project Manager (Bob Stevens)		1.0	1.0	1.0	1.0	1.0	0.0	0.0	0.0	0.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	1.0	1.0	1.0	1.0	1.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Assistant Project Manager (Ethan Butler)		2.0	2.0	1.0	2.0	4.0	1.0	1.0	4.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	20.0	20.0	20.0	20.0	8.0	8.0	8.0	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Clerk (TBD)		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	20.0	40.0	40.0	40.0	40.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Support		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	2.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
		5.0	5.0	3.0	4.0	8.0	1.0	1.0	7.0	11.0	11.0	11.0	11.0	11.0	11.0	11.0	11.0	11.0	11.0	11.0	11.0	42.0	62.0	62.0	62.0	22.0	12.0	12.0	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6

4d - AA Fee Proposal-20_0313.xlsx 4d - AA Fee Proposal-20_0313.xlsx

Town of Hubbardston

REQUEST FOR PROPOSALS

The Board of Selectmen of the Town of Hubbardston, Massachusetts, is soliciting Sealed Proposals for the creation of affordable housing on a parcel of land located at Ragged Hill Road in the Town of Hubbardston (the "Property"). Proposals will be received in the Office of the Board of Selectmen, 7 Main Street, Box 3, Hubbardston, MA 01452 until **4:00 p.m.** local time on **Monday, July 6, 2020** at which time the proposals will be opened publicly. Proposals must be sealed and clearly marked "Proposal to Purchase Ragged Hill Property – Affordable Housing (Lot 2)" in the lower left corner. Fax submissions will not be accepted.

Proposal packages may be obtained from the Office of the Town Administrator, 7 Main Street, Box 3, Hubbardston, MA 01452, tel. #978-928-1400, Monday through Thursday, between the hours of 8:00 a.m. and 4:00 p.m., holidays excepted, or by e-mail at admin@hubbardstonma.us. There will be no scheduled viewing, and prospective proposers may familiarize themselves with the property from Ragged Hill Road.

The successful proposer must be prepared to enter into a Purchase and Sale Agreement, substantially in the form attached hereto, within thirty (30) days from the opening of the proposals.

No proposer may withdraw his proposal for a period of one hundred eighty (180) days after the date set for the opening thereof. The awarding authority is the Board of Selectmen.

The Town has determined that this transaction is subject to the Uniform Procurement Act, G.L. c. 30B. Therefore, the provisions of G.L. c. 30B are hereby incorporated by reference in this Request for Proposals ("RFP").

The Town reserves the right to reject any and all proposals, to negotiate any and all non-mandatory contract terms with the successful proposer, or to cancel this procurement at any time if it is in the Town's best interest to do so.

Town Administrator
Ryan M. McLane

Date: May 6, 2020

REQUEST FOR PROPOSALS

I. INTRODUCTION

The Town of Hubbardston is seeking proposals for the disposition of a parcel of Town-owned land located at Ragged Hill Road (the "Property") and shown as Lot 2 on a plan entitled "Plan of Land in Hubbardston, MA Prepared for the Town of Hubbardston," dated May 20, 2008, recorded with the Worcester South Registry of Deeds in Plan Book 868, Plan 100 (the "Plan"), a copy of which Plan is attached hereto and incorporated herein. The Property is further described in a Tax Taking, dated October 25, 1963, recorded with the Worcester South Registry of Deeds (the "Registry") in Book 4420, Page 244, and as Assessor's Map 2, Property 217.

The Town reserves the right to reject any and all proposals, to negotiate any and all non-mandatory contract terms with the successful proposer, to waive any informalities, or to cancel this procurement at any time if it is in the Town's best interest to do so.

II. PROJECT SUMMARY; BACKGROUND

The successful proposer will create affordable housing through the construction of a single-family residence or duplex on the Property, in accordance with the requirements of this RFP, and will sell the dwelling(s) to an eligible purchaser, as set forth more particularly herein.

The Property contains 3.35 acres, and is located in the Residential/Agricultural Zoning District. **Any structure built on the Property must conform with the applicable existing zoning requirements for the District.**

The Town has conducted soil evaluations and borings with respect to the suitability of the Property for the location of on-site sewage disposal systems in accordance with Title 5 of the State Environmental Code, 310 CMR 15.000 et seq. Documents relating to the results of this evaluation are on file at the office of the Board of Health and are available for inspection during normal business hours. Please be advised, however, the Town makes no representation or warranty, express or implied, as to the accuracy and completeness of the information contained in these documents. The proposer assumes all risk in connection with the use of the information, and releases the Town from any liability in connection with the use of the information provided by the Town.

III. DEVELOPMENT GUIDELINES

The following development guidelines apply to the use and disposition of the Property. These provisions must be addressed in the proposal, included in the purchase and sale agreement, and met in the subsequent development of the Property:

Affordability, Use Restriction.

The Town will convey fee ownership of the Property to the designated developer subject to a Regulatory Agreement or permanent affordable deed rider acceptable to the Town and DHCD, which shall be recorded prior to the recording of any mortgages or other

liens on the Property and survive foreclosure or a deed in lieu of foreclosure. In turn, the developer will design, construct and sell the home(s), subject to a permanent affordable housing deed rider(s), to qualified first-time homebuyers with income less than eighty percent (80%) of AMI. The dwelling will be sold in accordance with regulations and guidelines of the Local Initiative Program, 760 CMR 45.00, and the terms and conditions of the purchase and sale agreement. The designated developer must conform to the Local Initiative Program's requirements for the buyer qualification and selection process. The developer shall, prior to conveying the Property, provide the Town with documents evidencing that the buyer meets the income requirements and has been selected in compliance with other fair housing marketing, tenant selection, and other requirements.

The developer shall be responsible for taking any and all steps, at its expense, to include the dwelling(s) constructed on the Property on the DHCD's Subsidized Housing Inventory ("SHI"), and selling the dwelling(s) to a qualified, low-income first-time homebuyer, protected by a perpetual use restriction approved by the DHCD and the Town in accordance with G.L. c. 184. Proposers are strongly recommended to review DHCD's 40B Comprehensive Permit Guidelines that are available online to determine what steps are required to include the Property in the SHI, including without limitation, affirmative marketing and tenant selection processes.

Site and Building Design Guidelines.

The Town will give preference to a developer who will construct the dwelling(s) and develop the Property in accordance with the following guidelines:

- The Town is amenable to the construction of a single family home or a duplex, although the former is preferable. A final decision will be made once a conceptual site design is complete and parking shown, subject to all applicable permits, licenses and other approvals.

- The Town requires materials of good quality and design features (window trims, elevation detail) to be used so to blend in well with the neighborhood. This should be included in the project budget.

- The Town is interested in exploring green building designs especially those which will reduce on-going utility and other expenses in the future.

- The proposer should select the successful buyer in a public setting.

- The Town requires new construction for this site, though not necessarily all new materials.

- The Town requires approval of the design.

- The dwelling(s) to be constructed on the Property must comply with the following requirements: Building construction must meet the current State Building Code including the Stretch Energy Code, Title 5, unit size requirements (minimum floor area) of the

Local Initiative Program and the applicable existing requirements of the Residential/Agricultural Zoning District.

- Appliances, heating and/or air conditioning systems shall be rated for energy efficiency.
- Site design must provide adequate parking.
- Landscaping must be suitable to the surrounding neighborhood area.

Conveyance Terms.

The purchase and sale agreement between the Town and the designated developer shall contain the following provisions in addition to others:

- The dwelling unit(s) on the Property shall remain affordable in perpetuity. The Property will be conveyed subject to a Regulatory Agreement and/or a separate affordable housing restriction acceptable to the Town, which shall confirm that the dwelling(s) to conform to the requirements of the Local Initiative Program.
- Final plans shall be substantially consistent with preliminary plans submitted.
- Construction must commence within one hundred eighty (180) days of the date of the conveyance to the proposer.
- The purchase and sale agreement will provide that the Town will convey the Property to the successful proposer only when the proposer has secured all necessary financing and permits. However, the Town, in its sole and absolute discretion, may grant exceptions if the successful proposer intends to raise funds through donations or construct the dwelling with volunteer labor.
- The designated developer will be required to enter into a mutually satisfactory purchase and sale agreement, incorporating the terms hereof, within thirty (30) days of the notice of award. The closing must occur within one hundred twenty (120) days from the date on which the parties enter into the purchase and sale agreement, which may be extended by the Town for good cause.
- The designated developer is responsible for preparing any applications, forms, or other submittals necessary to secure DHCD's approval of the proposed dwelling(s) for listing on the Chapter 40B Subsidized Housing Inventory.
- The purchase and sale agreement will require a Land Development Agreement on the terms set forth below.

Development Terms.

The Property shall be conveyed subject to a Land Development Agreement ("LDA") that will incorporate the provisions hereof and specify how the developer will develop, construct and

operate the project. The parties shall sign the LDA at the closing and record the same prior to the recording of any mortgages or other liens. The LDA shall include, but is not limited to, the following terms, and be attached to and be a part of the purchase and sale agreement:

The developer shall, at its sole cost and expense, construct a new single-family residence or duplex on the Property (the "Project"). The developer shall commence the Project within one hundred eighty (180) days from the date on which the deed from the Town to the developer is recorded with the Registry and complete said construction within two (2) years from said date on which the Property was conveyed to the developer by the Town.

The Property shall be used for affordable housing purposes in perpetuity. The dwelling shall be sold to a first-time homebuyer earning no more than eighty percent (80%) of the area median income at a price acceptable to DHCD and subject to an affordable housing deed rider, as set forth herein.

Until the Project has been substantially completed, the developer shall not convey or transfer the property or any portion thereof to any person or entity.

The developer shall engage the services of a monitoring agent acceptable to the Town to market the dwelling and conduct a lottery to find eligible buyers.

The developer shall obtain the Town's approval of project plans and specifications, including, without limitation, review of plans for substantial compliance with the RFP, and any material changes thereto

Any and all mortgages and other liens on the property shall be subordinate to the LDA.

IV. MANDATORY TERMS

A. The Property is are being sold "as is." In the purchase and sale agreement, the Buyer shall acknowledge that the Property is being sold "as is." The Town shall bear no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by statute (herein collectively referred to as "Hazardous Waste") on, in, under or emitting from the Property and the successful proposer agrees to defend, with counsel satisfactory to the Town, and pay, protect, release, indemnify and save harmless the Town from and against, any and all liabilities, damages, loss, costs, expenses (including any and all attorneys' fees, and expenses of the Town), causes of action, suits, claims, demands or judgments of any nature whatsoever arising prior and subsequent to delivery of the deed for any injury to person or property arising from any Hazardous Waste that is on, in, under, or emitting from the Property. The provisions of this Paragraph shall survive delivery of the Deed.

B. No broker's commission shall be paid by the Town and the successful proposer shall indemnify and hold harmless the Town from any claims for such commission.

C. The proposer shall provide, at a minimum, the following as part of the proposal:

1. Cover letter. This letter shall provide an expression of interest, identify the proposer and list the name, address and telephone number of all interested parties.

2. For a corporate proposer, a Certificate of Corporate Vote.

3. If the proposer intends to purchase the Property(s) with a purchase money mortgage, the proposer must provide a pre-approval letter from an institutional lender acknowledging that the proposer has sufficient financial resources to obtain a loan commitment, subject to prevailing terms and conditions.

4. Five copies of the proposal shall be submitted to the Town Administrator and must be delivered in a sealed package that is clearly marked "Purchase of Ragged Hill Road - Affordable Housing (Lot 2)."

5. Other Information. The proposer should include in this section any other information or unique features which the proposer believes the Town should know in order to fully evaluate the proposal.

V. GENERAL SUBMITTAL REQUIREMENTS

1. Proposers are cautioned that it is the responsibility of each individual proposer to assure that his/her proposal is in the possession of the responsible official or his designated alternate prior to the stated time and at the place of proposal by the due date. The Town is not responsible for proposals delayed by mail and/or delivery service of any nature.

2. Proposals may be modified only by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.

3. Proposals may be withdrawn prior to the scheduled time (or authorized postponement thereof) for the opening of proposals.

4. Any proposal received after the time and date specified shall not be considered. No proposer may withdraw his/her proposal for a period of one hundred eighty (180) days after the general submission deadline.

5. All questions about the meaning or intent of this RFP shall be received in writing by mail or fax in the Office of the Town Administrator, 7 Main Street – Box 3, Hubbardston, MA 01452, tel. 978-928-1400; facsimile 978-928-3392, or e-mail at admin@hubbardstonma.us. Proposers are requested to forward questions early in the procurement process and no later than 10 calendar days before receipt of proposals. Answers will be in writing and will be sent by the Town Administrator to all prospective proposers.

6. The successful proposer shall comply with all applicable federal, state, and local laws and

regulations related to real estate transactions.

7. All proposals submitted to the Town must include all forms included within the contents of the RFP and they must all be filled out and properly executed. Failure to submit all forms properly filled out and executed will be grounds for rejection of the proposal.

8. All signatures must be handwritten and in ink by the person(s) authorized to purchase the parcel(s). All other words and figures submitted on the proposal shall be neatly written in ink or typed. Proposals that are conditional, obscure, or which contain additions not called for in the specifications, erasures, alterations, or irregularities may be rejected.

9. All proposals become the property of the Town. The Town has the right to disclose information contained in the proposals.

10. The Town reserves the right to make an award to a proposer that offers other than the highest price for the Property(s). The Town will consider the overall value of the offer, including both monetary and non-monetary consideration.

11. The selection of the proposer shall be made without regard to race, creed, color, sex, age, religion, marital status, sexual orientation, handicap or national origin.

12. The Town reserves the right to request additional information from any and all respondents to this solicitation if it is deemed necessary in order to identify the most advantageous proposal.

VI. COMPARATIVE EVALUATION CRITERIA

Proposals meeting the minimum criteria will then be evaluated on the following additional comparative evaluation criteria, which will be rated on scale of unacceptable, not advantageous, advantageous or highly advantageous.

1. *Building design, quality materials and appearance.*

   Unacceptable: preliminary building design is not responsive to RFP.
   Not Advantageous: preliminary building design is minimally responsive to RFP.
   Advantageous: preliminary building design is substantially responsive to RFP.
   Highly Advantageous: building design exceeds the Town's expectations for the RFP.

2. *Energy efficiency and building systems and appliances.*

   Unacceptable: no mention of energy efficiency.
   Not Advantageous: minimal attention to energy efficiency.
   Advantageous: adequate inclusion of energy efficient systems and appliances.
   Highly Advantageous: excellent use of energy efficient systems and appliances.

3. *Experience of proposer in successfully developing affordable housing and conducting*

housing lotteries:

Unacceptable: no experience.
Not Advantageous: less than five years' experience.
Advantageous: more than five years' experience.
Highly Advantageous: more than ten years' experience.

4. *Financial feasibility of proposal.*

Unacceptable: unrealistic project budget.
Not Advantageous: project budget has significant gaps and requires substantial assistance from the Town.

Advantageous: project budget is financially feasible and requires moderate assistance from the Town.

Highly Advantageous: project budget is more than adequate to address projected funding needs and requires little or no assistance from the Town.

5. *Overall quality of proposal.*

Unacceptable: proposal not responsive to RFP.
Not Advantageous: proposal complete and responsive to some items and not others in RFP.

Advantageous: proposal well-written with a clear visual and graphic format and responsive to all items in RFP.

Highly Advantageous: proposal is of outstanding visual and written quality, responsive to all items in RFP and introduces innovative and creative concepts.

VII. SELECTION PROCESS

All proposals submitted by the deadline will be opened and read aloud in public. The Hubbardston Board of Selectmen shall review and evaluate all proposals received by the submission deadline and select a proposer who best meets the minimum and comparative evaluation criteria. Evaluation of the proposals will be based on the information provided in each proposer's submission in accordance with the submission requirements of this RFP, interviews (if any), references, and supplemental, clarifying information requested by the Town. The most advantageous proposal from a responsive and responsible proposer, taking into consideration all evaluation criteria set forth in this RFP, will be selected. The Town will notify all proposers in writing of its decision.

If the Town cannot reach a final agreement with the designated developer within thirty (30) days from the date of the award notice, the Town reserves the right to terminate its negotiations with the designated developer and to pursue negotiations with the proposer

that submitted the next most advantageous proposal received from a responsive and responsible proposer in response to this RFP.

717516/HUBB/0136

Town of Hubbardston

REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY
RAGGED HILL ROAD

FORM A

Price Proposal Form

Please indicate price to be paid for conveyance of the Town Property:

Please write your proposal offer:

_____

Print/Type your proposal amount above in written form

_____

Print/Type your proposal amount above in number form

Note: *Both the written form and the number form should indicate the same total amount. If there is a conflict between the written form and the number form amounts, the written form will control.*

_____

Name of proposer

_____

Name and title of person signing proposal

_____

Signature of person signing proposal

_____

Date

_____

Title

_____

Address

(Note: This form must be included in the proposal submission)

717156/HUBB/0136

Town of Hubbardston

REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY
RAGGED HILL ROAD

FORM B

Certificate of Non-Collusion

Under Massachusetts General Laws Ch. 30B, Sec. 10 the following Certification must be provided:

"The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

(Please Print)

_____	_____
Authorized Official's Signature	Title of Person Signing
_____	_____
Typed or Printed Name of Person Signing	Company Name
_____	_____
Telephone Number	Address
_____	_____
Fax Number	Address
_____	
Date: _____	

(Note: This Form must be included in the proposal submission)

717516/HUBB/0136

Town of Hubbardston

REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY
RAGGED HILL ROAD

FORM C

Certificate of Tax Compliance

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named proposer, do hereby certify under the pains and penalties of perjury that said proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____	_____
Authorized Official's Signature	Title of Person Signing
_____	_____
Typed or Printed Name of Person Signing	Company Name
_____	_____
Telephone Number	Address
_____	_____
Fax Number	Address

_____

Date: _____

Tax ID Number: _____

(Note: This Form must be included in the proposal submission)

717516/HUBB/0136

Town of Hubbardston

REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY
RAGGED HILL ROAD

FORM D

DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property:

(2) Type of Transaction, Agreement, or Document:

Sale by Town of Hubbardston

(3) Public Agency Participating in Transaction:

Town of Hubbardston

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

_____Lessor/Property _____Lessee/Tenant

_____Seller/Grantor ___X__Buyer/Grantee

_____Other (Please describe):_____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME	RESIDENCE
_____	_____
_____	_____

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

> *No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms-length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*
>
> *Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and*

shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

_____

Print Name of Disclosing Party (from Section 4, above)

_____

Authorized Signature of Disclosing Party Date (___ /___/_____)

_____

Print Name & Title of Authorized Signer

(Note: This Form must be included in the proposal submission)

717516/HUBB/0136

Town of Hubbardston

REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY
RAGGED HILL ROAD

Purchase and Sale Agreement

Town of Hubbardston

REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY
RAGGED HILL ROAD

Plan

Premises:
Ragged Hill Road
Hubbardston, MA

LAND DEVELOPMENT AGREEMENT

This Land Development Agreement (this "Agreement") is entered into on this _____ day of _____, 2020, by and between the **Town of Hubbardston** (the "Town"), acting by and through its Board of Selectmen, having an address of 7 Main Street, Hubbardston, MA 01452, and _____ ("Developer"), a Massachusetts _____, having an address of _____.

WHEREAS, the Town issued a request for proposals (the "RFP"), seeking to convey a parcel of land located at Ragged Hill Road, Hubbardston, Massachusetts, containing 3.35 acres, more or less, and being a portion of the premises acquired by the Town by tax taking recorded with the Worcester South District Registry of Deeds in in Book 4420, Page 244 (the "Land"), to a _____ that will construct a residential dwelling thereon meeting the specifications set forth in the RFP (the "Unit"), and sell the Unit to an Eligible Purchaser (defined below) (the "Project"). The Land, the Unit, and any other improvements now or hereafter constructed on the Land are referred to, collectively, as the "Property";

WHEREAS, Developer submitted a proposal (the "Proposal") to the RFP, agreeing to undertake the Project, and has been chosen as the successful proposer;

WHEREAS, pursuant to the RFP and the Proposal, Developer is required to construct the Unit and sell the Unit at a price specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the median household income for the area that includes the Town of Hubbardston, adjusted for household size;

WHEREAS, pursuant to G.L .c. 40B, Sec. 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April, 1989, regulations have been promulgated at 760 CMR 45.00 et, seq. (the "Regulations"), which established the Local Initiative Program ("LIP");

WHEREAS, the Commonwealth of Massachusetts, acting by and through its Department of Housing and Community Development ("DHCD") pursuant to Chapter 23B of the General Laws, administers the LIP on behalf of the Commonwealth;

WHEREAS, the Town has elected to participate in the Local Initiative Program and intends for the Unit to be constructed by Developer to qualify as "Local Action Units" within the LIP;

WHEREAS, for the purposes of this Agreement, an "Eligible Purchaser" is defined herein as:

(a) A family that will live regularly in the Unit as their primary residence and who are related by blood, marriage, law or who have otherwise evidenced a stable interdependent relationship. In the final lottery conducted to select a purchaser from among eligible and qualified applicants, Developer will give preference to families whose family size requires the number of bedrooms being built, according to the criteria described in DHCD's LIP Guidelines;

(b) A family whose annual income from all sources is not more than eighty percent (80%) of the median income for the Metropolitan Statistical Area that includes the Town of Hubbardston, as most recently published by the U.S. Department of Housing and Urban Development ("HUD"), adjusted for household size;

(c) Meeting such other criteria as may be required under the LIP to include the Unit in the Town's Subsidized Housing Inventory, as determined by DHCD; and

(d) Meeting other qualifying characteristics related to assets and other limitations as described in detail in the LIP Guidelines.

WHEREAS, the Town has conveyed the Land to Developer by a deed recorded with the Worcester South District Registry of Deeds (the "Registry") of even date herewith in Book _____, Page _____, for consideration of _____ ($_____) (the "Purchase Price"), and the Property is subject to a Regulatory Agreement entered into by Developer, the Town, and DHCD and/or an Affordable Housing Restriction, recorded with the Registry in Book _____, Page _____ and/or Book _____, Page _____;

WHEREAS, in consideration for the Land, Developer hereby agrees to develop the Land and to undertake, at its sole cost and expense, all the work that is required to be done under this Agreement to construct, develop and complete the Project; and

WHEREAS, the Town and Developer intend to set forth herein the terms and conditions that will govern the use and development of the Land and the Property.

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. RIGHT OF ENTRY

Developer acknowledges and accepts that the Land has been conveyed to Developer subject to a Condition Subsequent, reserving to the Town a Right of Entry, which the Town may exercise if Developer: (a) fails to commence construction of the Unit within one hundred eighty (180) days from the date on which the deed from the Town to Developer is recorded with the Registry (the "Date of Recording") and/or fails to complete said construction within twenty-four (24) months from the Date of Recording, (b) fails to sell the Unit to an Eligible Purchaser within twenty four (24) months from the Date of Recording, (c) conveys, sells or otherwise transfers the Property or any portion thereof to persons other than the Eligible Purchasers, or assigns its interest under this Agreement (as set forth more particularly in Section V(K)), or (d) uses the Property for other than affordable housing purposes. The Town may extend the time for performance under this condition if Developer fails to perform its obligations hereunder within the time periods set forth above for reasons beyond Developer's reasonable control, provided that Developer requests an extension in writing no later than thirty (30) days prior to the expiration of the applicable performance period and gives detailed reasons for the delay; in no event shall any extension exceed six (6) months from the original performance date. For purposes of the dates above, it is agreed that commencing of construction shall mean a Building Permit for the construction shall have issued, and the completion of construction shall mean a Certificate of Occupancy has issued.

The Town, its successors and assigns, shall provide sixty (60) days' written notice to Developer of its intent to exercise its Right of Entry. If, at the end of such notice period, Developer has not constructed and sold the Unit as required herein or cured the applicable defect, in the Town's reasonable discretion, the Town may reenter the Property and retake all rights, title, interest and possession in and to the Property by executing and recording a certificate of entry with the Registry. Notwithstanding the provisions of anything herein to the contrary, upon recording said Right of Entry, title to the Property and any improvements thereon shall revert to and vest in the Town without any necessity for suit or without the necessity of a deed from Developer to the Town. The Town shall reimburse Developer for any improvements made by Developer to the Property from the proceeds of the sale of the Unit to an Eligible Purchaser or from any other sale of the Property, less amounts required to release the Premises of any and all liens, subject to Town Meeting appropriation of funds for such purposes. Such Right of Entry to be in addition to any other rights or remedies the Town may have for a breach or default under this Agreement.

The Town's Right of Entry shall be deemed released and of no further force and effect upon the recording of deed for the Unit from Developer to an Eligible Purchaser, attaching to

said deed an affordable housing Deed Rider, a Certificate of Compliance issued by the Town, and, at the Town's option, an Acceptance of Restriction signed by the Town.

II. DEVELOPMENT AGREEMENT

Developer agrees, for itself and its successors and assigns, and in consideration of the conveyance of the Land at the Purchase Price, which it acknowledges is less than the full and fair market value of the Land, to develop the Property and to undertake, at its sole cost and expense, all the work that is required to be done under this Agreement to construct, develop and complete the Project (hereinafter referred to as the "Work") as follows:

A. **Construction Obligations**

1. Construction of Units: Developer shall, at its sole expense, prepare plans and specifications for the construction of a dwelling on the Property, showing the location, design, layout and size of the Unit, the landscaping, and all other improvements. The plans and specifications shall be submitted to the Town for the Town's approval (the "Approved Plans"). The Town shall not withhold approval unreasonably, and in the event of disapproval, the Town shall give Developer an itemized statement of reasons for disapproval within forty-five (45) days after the plans and specifications are submitted to the Town. Developer shall use reasonable efforts to cause such items to be appropriately revised and resubmit the same to the Town for approval pursuant to this section, but shall not be required to make such changes if they render the Project uneconomic. If no response is received from the Town within said forty-five (45) days, the plans and specifications shall be deemed approved by the Town. Developer shall construct the Unit and perform the Work in accordance with the Approved Plans. Developer agrees not to make any material changes or revisions to the Work or the improvements as described in the RFP, the Proposal, and the Approved Plans during the course of construction without having obtained the Town's prior written approval, which approval shall not be unreasonably withheld.

2. Construction Schedule: Developer shall commence construction of the Unit within one hundred eighty (180) days from the Date of Recording and complete said construction and sell the Unit to an Eligible Purchaser within twenty four (24) months from said Date of Recording, all in accordance with the terms of this Agreement. Failure to do so shall entitle the Town to exercise its Right of Entry, as provided in the deed from the Town to Developer. For purposes of this Section, Developer shall be deemed to have completed construction of the Unit upon obtaining a final Certificate of Occupancy for the Unit. Developer shall use good faith efforts to commence and complete the Project with due diligence.

3. Quality of Work: Developer shall have obtained all the permits and approvals necessary to construct and operate the Project on the Property before undertaking any Work, and shall cause all the Work to be performed in a good and first-class workmanlike manner and employ materials of good quality and in accordance with the Approved Plans and all applicable laws, ordinances, codes and regulations.

4. Liens: Developer shall not permit any mechanic's liens or similar liens to remain upon the Land or the Property for labor and materials furnished to Developer in connection with work of any character performed by or at the direction of Developer and shall cause any such lien to be released of record without cost to the Town pursuant to the terms of this Agreement, by satisfaction and discharge of such lien or release of such lien by bond.

5. Indemnification: Developer shall comply with the requirements of all applicable laws, rules and regulations. Developer shall defend, indemnify and hold the Town harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages related to the Work, the condition of the Land or Property, or any act or omission of Developer, its contractors, licensees, agents, servants, employees, customers, invitees, guests or visitors, or anyone claiming by, through or under Developer. This shall not be construed as a limitation of Developer's liability under the contract or as otherwise provided by law.

The obligations of Developer hereunder are referred to a Developer's "Construction Obligations".

B. **Financial Obligations**

1. Construction Loan: Developer shall be responsible for obtaining all the financing necessary to finance the construction and completion of the Project. Any construction or other loan ("Construction Loan") that is secured by a mortgage on the Land or the Property ("Construction Mortgage") shall be subordinate and subject to this Agreement, and shall be recorded after this Agreement. Developer shall perform all of Developer's obligations under the Construction Loan, including Developer's covenants to make payments when due. Developer shall cause the holder of the Construction Mortgage (the "Lender") to give at least sixty (60) days prior written notice to the Town, by registered mail, of the Lender's intention to foreclose upon the Construction Mortgage or to accept a conveyance of the Property in lieu of foreclosure, in which event the Town shall have the right, but not the obligation, to cure whatever default(s) have entitled the Lender to issue the foreclosure notice, subject to appropriation. Developer shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Land or Property, which may attain a priority over the Construction Mortgage.

2. Affordable Housing: Developer agrees that the Unit shall be subject to an affordable housing restriction Deed Rider as further described in Section III, below.

3. Initial Sales Price: Developer shall sell the Unit for no more than the initial sale price set forth in Section III, below.

4. Marketing: Developer agrees to market the Units as provided in Section III, below.

C. **Use of Property**

1. Use and Maintenance: For so long as Developer owns the Property, Developer shall use the Land to develop affordable housing for use by income-eligible persons and shall maintain the Unit and other improvements thereon, if any, in good order, condition and repair.

2. Insurance: Developer agrees to maintain the following insurance:

(a) *Property Insurance*: Developer shall continuously maintain in full force, for the term of this Agreement, a policy of comprehensive casualty and property damage insurance, insuring the Property and all improvements thereto, in an amount equal to at least one hundred percent (100%) of the replacement costs thereof, under which, until the completion of the Work, the Town shall be named as additional insured and under which the insurer agrees to defend, indemnify and hold the Town harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages related to the Work, the condition of the Land or Property, or any act or omission of Developer, its contractors, licensees, agents, servants, employees, customers, invitees, guests or visitors, or anyone claiming by, through or under Developer, or failure to comply with the provisions of this Agreement or with applicable laws in connection with the exercise of the rights and obligations of Developer hereunder, in the broadest form of such coverage from time to time available in Massachusetts. Developer shall submit to the Town, on or before conveyance of the Land from the Town to Developer and no less often than annually thereafter, and at any other time upon the request of the Town, evidence of such continuous insurance coverage satisfactory to the Town;

(b) *Liability Insurance*: Developer shall carry comprehensive public liability insurance in the minimum amount of $1,000,000.00/occurrence, $3,000,000.00/aggregate with property damage liability insurance in limits of $1,000,000.00/occurrence, $3,000,000.00/aggregate;

(c) *Builder's Risk*: During the period of any construction or structural alteration of the Property or the construction of the Unit, Developer shall also keep in full force and effect, at its sole cost and expense, "Builder's All Risk" insurance against loss or damage on a completed value non-reporting basis from such hazards and in such amounts as the Town may reasonably require.

(d) *Insurance Carried by Contractors*: During the period of any construction or structural alteration of the Property or the construction of the Unit, Developer shall also require the general contractor for the Work to maintain (i) for the benefit of Developer and the Town, as additional insureds, commercial general liability insurance, including products and completed operations coverage, against any claims for personal injury, death and property damage occurring upon, in or about the premises and on, in and about the adjoining sidewalks and passageways during the construction of the work for at least One Million $1,000,000.00 Dollars per occurrence and, Two Million ($2,000,000.00) Dollars in General Aggregate; (ii)

worker's compensation in amounts required by state statute; (iii) employer's liability insurance with limits of not less than One Million Dollars ($1,000,000.00); and (iv) automobile liability insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired or non-owned, in an amount not less than One Million Dollars ($1,000,000.00) combined single limit.

(e) *Evidence of Insurance*: All policies shall name the Town as an additional insured and shall be so written that the Town shall be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Developer shall submit to the Town certificates of insurance for all the policies required to be maintained by Developer hereunder, which certificates shall show at least the coverage and limits of liability specified herein the and the expiration date;

(f) *Acceptable Insurers*: All insurance required hereunder shall be underwritten with an insurance company or companies with an AM Best Rating of A-1 or better, licensed to write such insurance in the Commonwealth of Massachusetts and reasonably acceptable to the Town; and

(g) *Termination*: All responsibility of Developer under this Section shall terminate upon the construction of the Unit and the sale of the Property to an Eligible Purchaser in accordance with the terms of this Agreement.

3. Obligation to Restore: In the event that any damage or destruction of the Property or any part thereof occurs as a result of fire or other casualty during the term of this Agreement, Developer shall be responsible for the restoration of the Property to the extent of its insurance proceeds, provided, however, that if such damage or destruction is caused as a result of the gross negligence or willful act or omission of Developer, or of any of its employees or agents, Developer shall be responsible for the full restoration of the damaged or destroyed Property regardless of the cost thereof or the available insurance proceeds, until such time as Developer has completed construction and sold to an Eligible Purchaser the Unit damaged or destroyed by fire or other casualty.

III. AFFORDABLE HOUSING PROVISIONS

A. Initial Unit Sale Price; Affordable Housing Restriction: The Property shall be used for low income housing purposes in perpetuity. Upon completion of the construction of the Unit and the issuance of a final Certificate of Occupancy, Developer shall convey the Unit to an Eligible Purchaser. The initial sale price of the Unit shall be set at an amount affordable to an Eligible Purchaser, as determined in accordance with DHCD Guidelines, and reasonably acceptable to the Town. The deed to the Eligible Purchaser shall include a Deed Rider in a form acceptable to the Town and to DHCD under LIP, ensuring that the Unit will stay affordable in perpetuity and count toward the Town's Subsidized Housing Inventory. The resale restrictions contained in the Deed Rider that encumbers the Unit pursuant to the requirements of this Agreement are affordable housing restrictions, as that term is defined in G.L. c. 184, §31 and as

that term is used in G.L. c. 184, §§26, 31, 32 and 33, and shall also be an "other restriction" held by a governmental body, as that term is used in G.L. c. 184, §26, such that the restrictions contained therein shall be enforceable for its full term and not be limited in duration by any contrary rule or operation of law, and in any event shall be enforceable for at least ninety-nine (99) years. Such resale restrictions shall be for the benefit of the Town and DHCD. The Town and DHCD shall be deemed to be holders of the affordable housing restriction created by the Resale Restrictions in said Deed Rider.

B. Marketing Plan: Developer shall market the Property and shall conduct a buyer selection process for the Property in accordance with an affirmative fair marketing plan approved by DHCD through the LIP and by the Town.

C. DHCD Approval: Prior to the sale of the Unit, Developer shall have obtained approval of the Unit by DHCD as a "local action unit" through the LIP and shall have delivered evidence of such approval to the Town. Developer shall be responsible for obtaining DHCD's consent, at its sole cost and expense.

D. Certificate of Compliance, Acceptance of Restriction: Upon the sale of the Unit by Developer in accordance with this Agreement, there shall be recorded with the Unit deed, at Developer's expense, a Certificate of Compliance issued by the Town indicating compliance with the provisions of this Agreement, such Certificate not to be unreasonably withheld, and an Acceptance of Restriction, signed by the Hubbardston Board of Selectmen.

E. No Discrimination: Neither Developer or the Town shall discriminate on the basis of race, creed, color, sex, age (except as permitted by law in senior housing communities), religion, sexual orientation, handicap, marital status, national origin, or any other basis prohibited by law in the selection of buyers for the Property; and Developer shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

The obligations of Developer hereunder are referred to as Developer's "Affordable Housing Obligations".

IV. DEFAULT

If, prior to the expiration of this Agreement,

A. Developer shall have failed to observe or perform any of Developer's covenants, agreements, or obligations set forth in this Agreement within thirty (30) days following receipt of written notice from the Town specifying such failure (or if such failure or violation cannot be cured within said thirty (30)-day period, to commence to cure the same within said period and diligently to proceed thereafter to complete such curing, but in no event later than sixty days (60) from the date of the Town's notice);

B. Developer shall have failed, after all applicable cure periods, to observe or perform any of the Developer's covenants, agreements, or obligations under the Construction Mortgage;

C. Developer shall have sold, assigned, exchanged, mortgaged or otherwise transferred the Property or any portion thereof (other than the Construction Mortgage to secure the Construction Loan and the sale of the Unit to an Eligible Purchaser) or transferred its interests under this Agreement without the Town's prior written consent prior to the completion of the Project (as set forth more particularly in Section V(K);

D. There shall have issued any execution or attachment against Developer or any of Developer's property pursuant to which the Property shall be taken or occupied or attempted to be taken or occupied, provided Developer is first provided an opportunity to cure the same within sixty (60) days unless extended by agreement of the parties; or

E. Developer shall have filed a voluntary petition, or there shall have been filed against Developer an involuntary petition, in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of Developer, or the filing by Developer of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act, or any other present or future applicable federal, state, or other statute or law, or the assignment by Developer for the benefit of creditors, or appointment of a trustee, receiver, or liquidator of all or any part of the assets of Developer, and within one hundred twenty (120) days after the commencement of any such proceeding against Developer, such proceeding shall not have been dismissed, or if, within one hundred twenty (120) days after the appointment of any trustee, receiver, or liquidator of Developer or of all or any part of Developer's property, without the consent or acquiescence of Developer, such appointment shall not have been vacated or otherwise discharged.

then, the Town shall have the right (i) to exercise its Right of Entry, if applicable, and/or (ii) to exercise any and all rights and remedies available to it, under law or in equity, including actions and proceedings to compel specific performance and money damages.

V. GENERAL PROVISIONS

A. Access: Developer shall permit the Town or its agents to enter the Property, including, without limitation, the Unit, at any reasonable time, from time to time, to inspect the Property and to ensure compliance with the provisions of this Agreement, provided, however, that the Town provides Developer at least forty-eight (48) hours' prior notice thereof, except in the event of emergency, in which case notice shall be given as soon as practicable.

B. Compliance with Laws: Developer shall carry out the Project in compliance with all applicable federal, state and local laws, codes, ordinances, rules and regulations and with all necessary permits.

C. Development Costs: Developer shall be solely liable for all costs incurred in construction of all the Work required under this Agreement to develop the Project on the Land in compliance with all laws, ordinances, rules, regulations and codes applicable to the permitted use, and in including the Unit in DHCD's Subsidized Housing Inventory. The Town assumes no responsibility or obligation whatsoever for the development of the Property by Developer, and Developer hereby agrees to indemnify and hold the Town harmless from any loss or damage arising from the development of the Property.

D. Cooperation: The Town agrees to use reasonable efforts to assist Developer in obtaining any and all permits, licenses, easements and other authorizations required by any governmental authorities with respect to any construction or other work to be performed on the Land or Property, but Developer acknowledges that the Town has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted or fees will be waived.

E. Indemnification: Developer agrees to defend, indemnify, and hold the Town harmless from and against any and all liabilities, losses, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, damages, demands, judgments or expenses from any and all claims, actions, or suits of any nature whatsoever that may be imposed upon, incurred by, or asserted against the Town by reason of this Agreement, except to the extent that the same is caused by the gross negligence or willful misconduct of the Town or its employees or agents. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

F. Environmental: Developer shall comply with all state and federal environmental laws and shall defend, indemnify, and hold the Town harmless from and against any and all liabilities, losses, costs, expenses (including attorneys' fees), causes of action, suits, claims, damages, demands, judgments or expenses from any and all claims, actions, or suits of any nature whatsoever that may be imposed upon, incurred by, or asserted against the Town arising from any release or threat of release of any hazardous materials which are placed, released or disposed on, in or under all or any portion of the Property prior to, on or after the date of this Agreement.

G. Costs of Enforcement: In the event that the Town successfully takes enforcement or other legal proceedings to enforce this Agreement or to otherwise redress a breach of this Agreement by Developer, in addition to any other remedies to which the Town may be entitled, Developer shall pay to the Town forthwith any and all costs and expenses, including attorneys' fees, that are incurred in enforcing this Agreement or prosecuting any such proceedings.

H. Obligations and Rights and Remedies Cumulative and Separable: The respective rights and remedies of the Town and Developer, whether provided by this Agreement, or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies.

I. Notices: Any and all notices required herein shall be in writing and shall be deemed properly given upon the earlier of: (1) two business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one business day after deposit with an express courier service such as Federal Express; or (iii) actual receipt. All such notices will be delivered to the address specified above or such other address as the respective parties may designate in writing:

J. Waiver: The failure on the part of Developer or Town, as the case may be, to complain in any one or more cases of any action or non-action on the part of the other party, or to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option contained herewith, no matter how long the same may continue, shall never be deemed or construed to be a waiver by such party of any of its rights hereunder, or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Further it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Developer or the Town shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

K. Restrictions on Transfers and Junior Encumbrances: Until the Project has been completed in accordance with this Agreement, Developer shall not sell, assign, exchange, mortgage or otherwise transfer the Property or any portion thereof, other than the Construction Mortgage to secure the Construction Loan and the sale of the Unit to an Eligible Purchaser, or transfer its interests under this Agreement without the Town's prior written consent, which shall not be withheld unreasonably for any financing necessary to construct the Project. Any sale, assignment or other transfer of the Property or any portion thereof, whether before or after the completion of the Project, shall be subject to the terms of this Agreement, and the buyer, assignee or transferee shall assume Developer's obligations under this Agreement in writing as if it were the original developer hereunder. Any attempted assignment or other transfer made contrary to this Section shall be void.

L. Limitation on Liability: Notwithstanding anything in this Agreement to the contrary, neither party shall be liable to the other for consequential, incidental, or punitive damages.

M. Time of Essence: Time shall be of the essence hereof.

N. No Partnership: Nothing contained under this Agreement shall be construed to create a partnership or joint venture between the Town and Developer or to make the Town an associate in any way of Developer in the conduct of Developer's business, nor shall the Town be liable for any debts incurred by Developer in the conduct of Developer's business.

O. No Brokers: Each warrants and represents to the other that it has had no dealings or negotiations with any broker or agent in connection with this Agreement. Each agrees to pay, and shall hold the other harmless and indemnified from and against any and all costs, expenses (including without limitation counsel fees) or liability for any compensation, commissions and charges claimed by any broker or agent resulting from any such dealings by the indemnifying party with respect to this Agreement or the negotiation therefor.

P. Headings and Captions for Convenience Only: The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

Q. Term of Agreement: This Agreement and the restrictions and covenants contained herein shall be enforceable by the Town in perpetuity or for the longest period permitted by law, which in any event shall be for at least ninety-nine (99) years. Notwithstanding the foregoing, this Agreement shall terminate upon the sale of the Unit to an Eligible Purchaser and the recording of a Deed Rider, a Certificate of Compliance, and the Acceptance signed by the Town, with the deed to the Unit.

R. Binding: The terms of this Agreement shall be binding on the parties, and their respective heirs, successors and assigns. All covenants, agreements, terms and conditions of this Agreement shall be construed as covenants running with the land.

S. Entire Agreement of Parties; No Oral Agreement: There are no oral agreements between the parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and undertakings, if any, between the parties hereto with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this Agreement.

T. Governing Law: This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts.

U. Recording: Upon execution, Developer shall immediately cause this Agreement and any amendments hereto to be recorded or filed with the Registry, and Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, Developer shall immediately transmit to the Town evidence of such recording or filing including the date and instrument number, book and page, or registration number of this Agreement. The Agreement shall be recorded prior to the recording of any mortgages.

[signature page follows]

WITNESS the above execution hereof under seal as of the day and year first above written.

BUYER:

By: _____
Name:
Title: President

By: _____
Name:
Title: Treasurer

SELLER: **Town of Hubbardson**,
By its Board of Selectman

_____

_____

_____

_____

_____

_____

_____

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, member of the Hubbardston Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she/they signed the foregoing instrument on behalf of the Town of Hubbardston.

_____
Notary Public
My Commission Expires;

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this _____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/it signed it voluntarily for its stated purpose, as _____ of _____.

_____
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this _____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/it signed it voluntarily for its stated purpose, as _____ of _____.

_____
Notary Public
My Commission Expires:

717529/HUBB/0136

PURCHASE AND SALE AGREEMENT

1. Information and Definitions

(a) DATE OF AGREEMENT: _____, 2020.

(b) PREMISES: A parcel of land located at Ragged Hill Road, Hubbardston, containing 3.35 acres, more or less, and shown as Lot 2 on a plan entitled "Plan of Land in Hubbardston, MA Prepared for the Town of Hubbardston," dated May 20, 2008, recorded with the Worcester South District Registry of Deeds in Plan Book 868, Plan 100, and being a portion of that property described in a Tax Taking, dated October 25, 1963, recorded with the Worcester South Registry of Deeds in Book 4420, Page 244, and being Assessor's Map 2, Parcel 217.

(c) SELLER: **Town of Hubbardston**

Address: 7 Main Street, Box 3, Hubbardston, MA 01452

Seller's Attorney: Katharine Lord Klein, Esq., KP Law, P.C., 101 Arch Street, 12th Floor, Boston, MA 02110

Phone: (617) 654-1834 Fax: (617) 654-1735

Email: kklein@k-plaw.com

(d) BUYER:

Address:

Buyer's Attorney:

Phone: Fax:

Email:

(e) PURCHASE PRICE: The purchase price for the Premises is _____ ($_____).

(f) CLOSING DATE: _____, 2020, at 11:00 a.m. (or an earlier date, upon Buyer providing Seller at least seven (7) days' prior written notice thereof). Time is of the essence.

(g) PLACE: Worcester South District Registry of Deeds, or a closing by mail, at Seller's election.

(h) TITLE: Quitclaim Deed

2. Covenant. Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.

3. Buildings, Structures, Improvements, Fixtures. The Premises consist of vacant land.

4. Title Deed. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to Buyer, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

(a) provisions of existing building and zoning laws;
(b) such taxes for the then current year as are not due and payable on the date of the delivery of such deed, except as provided in Section 13;
(c) any liens for municipal betterments assessed after the date of this Agreement; any betterments assessed before the date of this Agreement shall be paid by Seller in full;
(d) easements, restrictions and/or reservations of record, if any, provided the same do not interfere with the access to and use of the Premises for a single-family residence/duplex; and
(e) an Affordable Housing Restriction and a Land Development Agreement, requiring the Premises to be used for affordable housing purposes in perpetuity and granting to Seller a right of entry, as set forth more particularly in Section 17 below.

5. Deed; Plans. Seller shall prepare the deed. If a plan is required for conveying the Premises, Buyer shall deliver a plan, acceptable to Seller, with the deed in form adequate for recording or registration.

6. Registered Title. In addition to the foregoing, if the title to said Premises is registered, said deed shall be in a form sufficient to entitle Buyer to a Certificate of Title of said Premises, and Seller shall deliver with said deed all instruments, if any, necessary to enable Buyer to obtain such Certificate of Title.

7. Possession and Control of Premises. Full possession of said Premises free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said Premises to be then: (a) in the same condition as they now are, reasonable use and wear thereof excepted, (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Section 4 hereof. Buyer shall be entitled to inspect said Premises personally prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Paragraph.

8. Extension to Perfect Title or Make Premises Conform. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the

provisions hereof, then Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of up to thirty (30) calendar days. In no event, however, shall reasonable efforts require Seller to expend more than $500.00, including attorneys' fees.

9. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

10. Buyer's Election to Accept Title. Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case Seller shall convey such title.

11. Acceptance of Deed. The acceptance of a deed by Buyer, or its assignee or nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

12. Use of Money to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of this deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or, for institutional mortgages only, within a reasonable time thereafter in accordance with customary Massachusetts conveyancing practices.

13. Adjustments. A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, §63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed.

14. Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless: (a) no building, structure or improvement of any kind, including driveways and utilities, belonging to any person or entity encroaches upon or under the Premises from other premises; (b) title to the Premises is insurable, for the benefit of Buyer, by a title insurance company acceptable to Buyer, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use; (c) the Premises shall abut a public way, duly laid out or accepted as such by the municipality in which the Premises are located; and (d) all buildings, structures and improvements, including but not limited to any driveways, garages, cesspools and leaching fields, and all existing means of access to the Premises, shall be located

completely within the boundary lines of said Premises and shall not encroach upon or under property of any other person or entity.

15. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association for Massachusetts at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

16. Affidavits, etc. Simultaneously with the delivery of the deed, Seller shall execute and deliver: (a) affidavits under oath with respect to parties in possession and mechanic's liens to induce Buyer's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters and (b) such additional and further instruments and documents as may be consistent with this Agreement and customarily and reasonably required by Buyer's title insurance company to complete the transactions described in this Agreement. Buyer understands that Seller shall not provide any indemnities to Buyer.

17. Affordable Housing Restriction and Land Development Agreement.

A. Affordable Housing Restriction: The Premises shall be conveyed subject to a restriction, requiring the Premises to be used in perpetuity for housing for a household earning no more than eighty percent (80%) of the area median income for the Town of Hubbardston, as defined by the United States Department of Housing and Urban Development ("HUD"), adjusted for household size (an "Eligible Purchaser"). Seller may include this restriction in the deed to the Premises; alternatively, at Seller's discretion, Buyer will grant the Town a separate affordable housing restriction, or Buyer, Seller, and the Department of Housing and Community Development ("DHCD") will enter into a Regulatory Agreement, which shall run with the Premises in perpetuity, be recorded prior to any mortgages or other liens on the Premises, shall survive a foreclosure or deed in lieu of foreclosure or similar action, meet the requirements of G.L. c. 184, §§ 31 and 32, and be in form and substance acceptable to Seller (the "Restriction"); and

B. LDA: Seller shall convey the Premises to Buyer subject to the Land Development Agreement attached hereto as Exhibit A and incorporated herein (the "LDA"), which the parties shall execute at the closing and record immediately after the recording of the deed and prior to any mortgages. Said LDA shall govern the development of the Premises and require, among other things, the following mandatory terms:

(a) *Construction Obligations*: Buyer shall commence construction within one hundred eighty (180) days from the date on which the deed from Seller to Buyer is recorded (the "Date of Recording"), complete construction of a _____ dwelling (the "Unit") on the Premises at its sole cost and expense and convey the Unit to an Eligible Purchaser, as defined below, within twenty-four (24) months from the Date of Recording;

(b) *Affordable Housing Obligations*: The Premises shall be used in perpetuity for affordable housing purposes, and Buyer shall convey the Premises with the Unit to an Eligible Purchaser at a price set forth more particularly in the LDA (the "Maximum

Initial Sales Price"); the foregoing terms shall be included in the deed to the Premises from Seller to Buyer;

(c) *Deed Rider*: Buyer shall, with the deed conveying the Premises to an Eligible Purchaser, record an affordable housing Deed Rider, enforceable by Seller in perpetuity, free of liens and encumbrances, meeting the requirements of G.L. c. 184, §§ 31 and 32, in form and substance acceptable to Seller and DHCD, and suitable for inclusion of the Unit in the Subsidized Housing Inventory ("SHI") maintained by DHCD. The resale and other restrictions contained in said Deed Rider shall be deemed to be an "other restriction" held by a governmental body, as that term is used in G.L. c. 184, §26 such that the restrictions contained therein shall be enforceable for its full term and not be limited in duration by any contrary rule or operation of law, and in any event shall be enforceable for at least ninety-nine (99) years;

(d) *Sale or Transfer of Premises*: Buyer shall not convey or transfer the Premises or any portion thereof to any person or entity other than to an Eligible Purchaser, except as set forth in the LDA;

(e) *DHCD Approval*: Prior to the sale of the Unit, Buyer shall have obtained approval of the Unit by DHCD as a "local action unit" through the Local Initiative Program ("LIP") and shall have delivered evidence of such approval to the Town. Buyer shall be responsible for obtaining DHCD's consent, at its sole cost and expense;

(f) *Marketing Plan*: Buyer shall market the Premises and shall conduct a buyer selection process in accordance with an affirmative fair marketing plan approved by DHCD through the LIP and by Seller; and

(g) *Right of Entry*: The Premises shall be conveyed subject to a condition subsequent, with the possibility of a reverter retained by Seller, as set forth more particularly in the LDA.

18. Contingencies. The obligation of each party under this Agreement and the LDA is subject to the satisfaction of all of the following conditions at or prior to the closing:

(a) *Land Development Agreement and Restriction*: Buyer and Seller shall execute the LDA attached hereto as Exhibit A, and the Restriction, which must be executed prior to, and recorded at, the Closing;

(b) *Permits*: Buyer shall have obtained all permits, approvals, licenses and the like, with all appeal periods having expired without any appeal being filed, or if filed, the final adjudication of such appeal pursuant to a final court order without further appeal (collectively, the "Permits") from all federal, state and local authorities necessary to construct the Unit on the Premises, provided, however the structure to be built upon the Premises must comply with all existing zoning applicable to the Premises;

(c) *Financing*: Buyer shall have obtained financing sufficient in the reasonable judgment of both Seller and Buyer for Buyer to construct the Unit and other improvements required under the LDA;

(d) *Compliance*: Compliance by Buyer and Seller with any other requirements of Massachusetts General or Special laws relative to the disposition of real property by the Seller.

In the event that Buyer is unable to obtain Permits for reasons beyond Buyer's reasonable control or if any necessary Permit is appealed by third parties, and Buyer informs Seller of the same in writing prior to the closing date, the parties agree to extend the closing to a date no later than four (4) months from the original scheduled Closing Date.

19. Inspection Rights. Buyer and Buyer's agents shall have the right to enter the Premises, upon at least two (2) business days' prior written notice to Seller, at Buyer's own risk, for the purposes of making a visual inspection of the Premises, provided that Buyer shall have no right to conduct any subsurface or invasive inspections or investigations without the Town's prior written consent, which shall not be unreasonably withheld, in which case Buyer shall promptly restore the Premises to their condition prior to any such disturbance and repair any damage caused to the Premises and/or improvements thereon by Buyer and/or Buyer's agents, employees, representatives, consultants, contractors and/or invitees (with Buyer, the "Buyer Parties"). Seller shall have the right to accompany Buyer during any activities performed by or on behalf of Buyer on the Premises. Buyer shall release and hold Seller harmless against any claim by Buyer or any of the other Buyer Parties for any harm to them arising from said entry; defend, indemnify and hold harmless Seller from any claim, damages, liabilities, demands, and/or liabilities for injury, death and/or harm caused by or arising out of Buyer's exercise of its rights hereunder and/or entry onto the Premises, including without limitation, the use, release, discharge or threatened release of any Hazardous Waste (defined in Section 23) on the Premises. Buyer shall obtain comprehensive liability insurance in the minimum amount set forth herein to support the obligations of Buyer hereunder: General Liability: $1,000,000.00/occurrence, $2,000,000.00/aggregate; Bodily Injury Liability: $1,000,000.00/occurrence, $2,000,000.00/aggregate. Such insurance shall be issued by insurance companies licensed in Massachusetts and having a Best's rating of A or better. Prior to entering the Premises, Buyer shall provide Seller with a copy of such insurance policy in each case indicating Seller is an additional insured on the policy and showing compliance with the foregoing provisions. In the event Buyer finds Hazardous Materials on the Premises in quantities that must be reported to the Department of Environmental Protection under the provisions of G.L. c. 21E or the regulations thereunder, and informs Seller of the same in writing prior to the closing date, this Agreement shall be null and void and without recourse to the parties except for those provisions stated herein to survive the termination. Nothing herein shall in any way require Seller to remediate any contamination on the Premises or make any repairs or improvements thereto. The provisions of this Section shall survive the termination of this Agreement and the delivery of the deed.

20. Brokers. Buyer and Seller each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction, and agree to defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be

asserted against the other by any other broker in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.

21. Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price, less the permitted adjustments, paid at the Date and Time of Closing and at the Place of Closing. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land.

22. Taking. Notwithstanding anything herein to the contrary, in the event of a taking of all or part of the Premises or access thereto by eminent domain by any entity other than Buyer, Buyer may, at its sole option, terminate this Agreement without recourse, whereupon d all the rights and obligations of the parties shall cease except those that are stated herein to survive such termination.

23. Condition of Premises. Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that it has not relied upon any warranties or representations not set forth in this Agreement. Buyer represents and warrants that it or its agents have conducted a full inspection of the Premises, and based upon Buyer's investigation, Buyer is aware of the condition of the Premises and will accept the Premises "AS IS", subject to Buyer's right to terminate this Agreement under Section 19. Buyer acknowledges that Seller has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Waste") on, in, under or emitting from the Premises or for any other condition or defect on the Premises, and that Buyer agrees to defend, with counsel satisfactory to Seller, from and against, any and all liabilities, damages, loss, costs, expenses (including any and all attorneys' fees and expenses of the Seller), causes of action, suits, claims, demands or judgments of any nature whatsoever arising prior and subsequent to delivery of the deed for any injury to person or property arising from any Hazardous Waste that is on, in, under, or emitting from the Premises. The provisions of this paragraph shall survive the delivery of the deed.

24. Liability of Trustee, Shareholder, Fiduciary, etc. If Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. Extensions. Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority

granted herein to bind them. For purposes of this Agreement, facsimile and scanned signatures shall be construed as original.

26. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within six (6) months of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission. The provisions of this paragraph shall survive the closing and delivery of the deed.

27. Assignment. Buyer shall not assign this Agreement or any of its rights hereunder without prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion.

28. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. Any claims arising under this Agreement shall be brought in the courts of the Commonwealth of Massachusetts.

29. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

In Witness Whereof, the parties hereto sign this Agreement under seal as of this _____ day of _____, 2020.

BUYER:

By: _____
Name:
Title: President

By: _____
Name:
Title: Treasurer

SELLER: **Town of Hubbardston**
By its Board of Selectman

_____

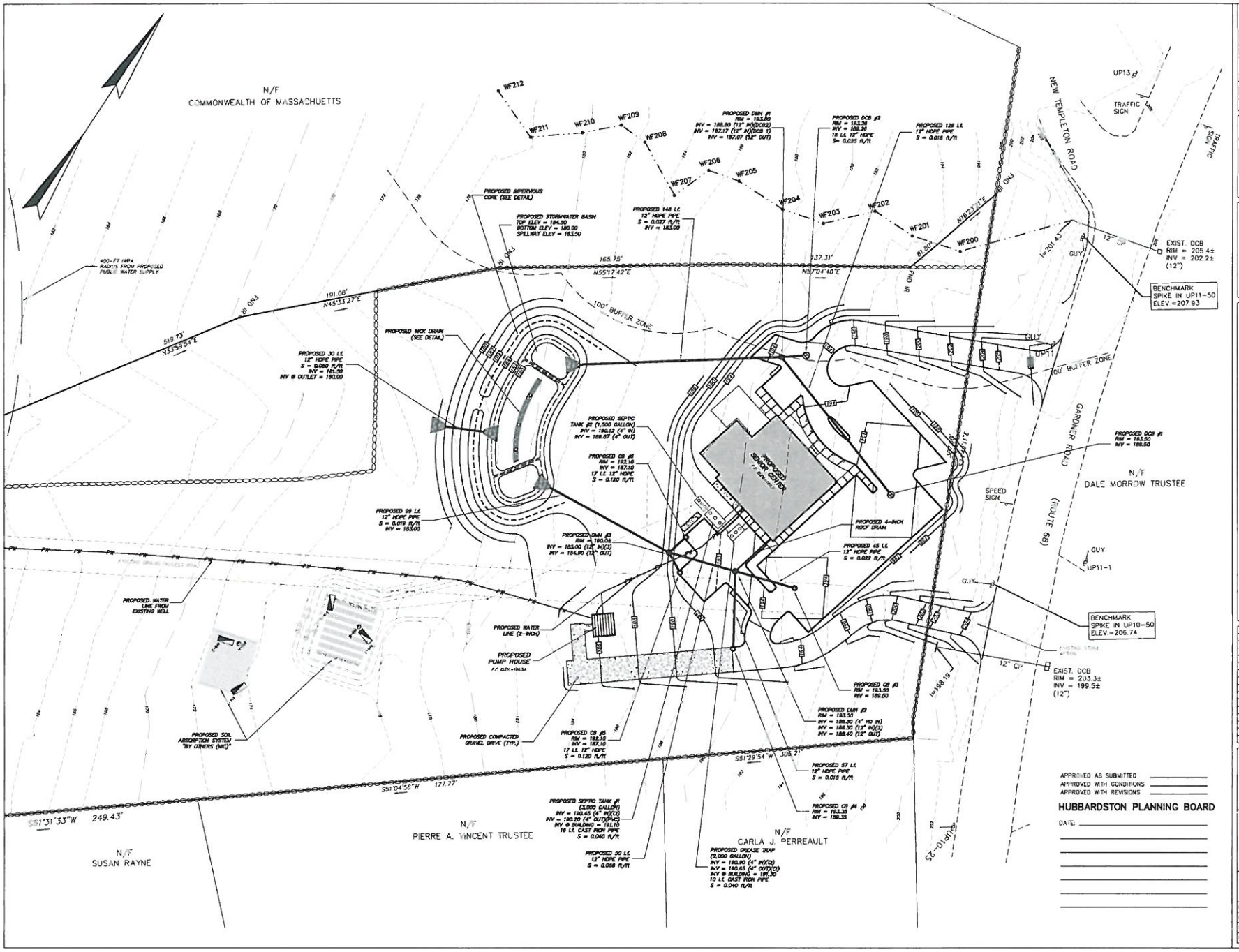
_____

_____

_____

_____

717530/HUBB/016



APPROVED AS SUBMITTED _____
APPROVED WITH CONDITIONS _____
APPROVED WITH REVISIONS _____

HUBBARDSTON PLANNING BOARD

DATE: _____

Catlin Petrovick Architects PC

51 Railroad Street Suite 130
Keene, New Hampshire, 03431
(603) 352-2255

www.c-parchitect.com

ISSUED	DATE 3/23/17
SCHEMATIC DESIGN	DATE 5/12/16
DESIGN DEVELOPMENT	DATE 6/10/16
CD'S 100%	DATE 2/16/17
BID SET	DATE 3/16/17
PERMIT SET	DATE
CONSTRUCTION SET	DATE

Consultants:

WHITMAN & BINGHAM

No.	Description	Date
1	100% Design Plans	03.23.17

Project Title: HUBBARDSTON CENTER

21 GARDNER RD
HUBBARDSTON, MA 01452

Sheet Title: UTILITY PLAN

Project Number	20150035
Drawn By:	BFM
Scale:	1" = 30'-0"
Print Date:	8/18/2017

C4

Rutland Regional Emergency Communications Center
242 Main Street
Rutland MA 01543

PROJECT STATUS REPORT

PROJECT SUMMARY

REPORT DATE	PROJECT NAME	PREPARED BY
April 20, 2020	Hubbardston – Radio Site	Mark Cady – Project Manager

STATUS SUMMARY

The Hubbardston Site will enhance the Radio System Coverage for Hubbardston and Barre. The Site will have three repeaters at the site: Police Simulcast UHF, Fire Simulcast UHF and Tac 1 UHF. The new site will be built at a town owned piece of land in the center of town. The land as been surveyed but needs to town to identify the location of the tower on the piece of property.

Rutland RECC has conducted site visits with the stake holders. The tower company has viewed the site but require a Geotechnical Survey. The Geo-Tech Study will be given to the Tower Company to design the Tower. The Tower Company will then be able to quote the job. The radio vendor has also conducted a site visit. The radio vendor is working on an equipment quote.

Rutland RECC and project management will be finishing up the planning and zoning boards. The project manager will be working with the radio frequency coordinator on a license modification. The new license will include the coverage area in the southern portion Hubbardston and Barre Response Area.

PROJECT OVERVIEW

TASK	% DONE	DUE DATE	NEXT STEP	DUE DATE
Meeting with Hubbardston	**0**	**TBD**	**Schedule Meeting**	**Zoom Meeting**
Planning and Zoning Boards	**0**	**TBD**	**Schedule Meeting**	**Guidance from Town**
Radio Vendor & Equipment	**75%**	**April 30, 2020**	**Final Quote**	**May 15, 2020**
Site Marked by Town	**100%**	**Done**	**Geo-Tech Specs**	**April 9, 2018**
Engineering Site Survey	25%	Engineering Company	Schedule (C-19)	Unknown
Geo-Technical Surveys	25%	Geo-Tech Specs	Schedule (C-19)	Unknown
Tower Company RFP	**25%**	**TBD**	**Tower Site Visit**	**TBD**
Tower Company Quote	0%	TBD	PO Issued	TBD
Frequency Licensing	20%	**25%**	**Issue PO**	**May 30, 2020**
Tower Company PO Issued	0%	TBD	Perming Issued	TDB
Radio Vendor PO Issued	0%	TBD by Tower Date	TDB by Tower	TBD
Site Work	0%	TBD by Tower Date	TBD by Tower	TBD

Rutland RECC

Communications Overview

- Rutland Tower Site
  - 2 UHF Antennas
  - 2 PTP Microwave Links

- LMR Equipment
  - 2 Simoco UHF Repeater
  - 2 PTP Microwave Links

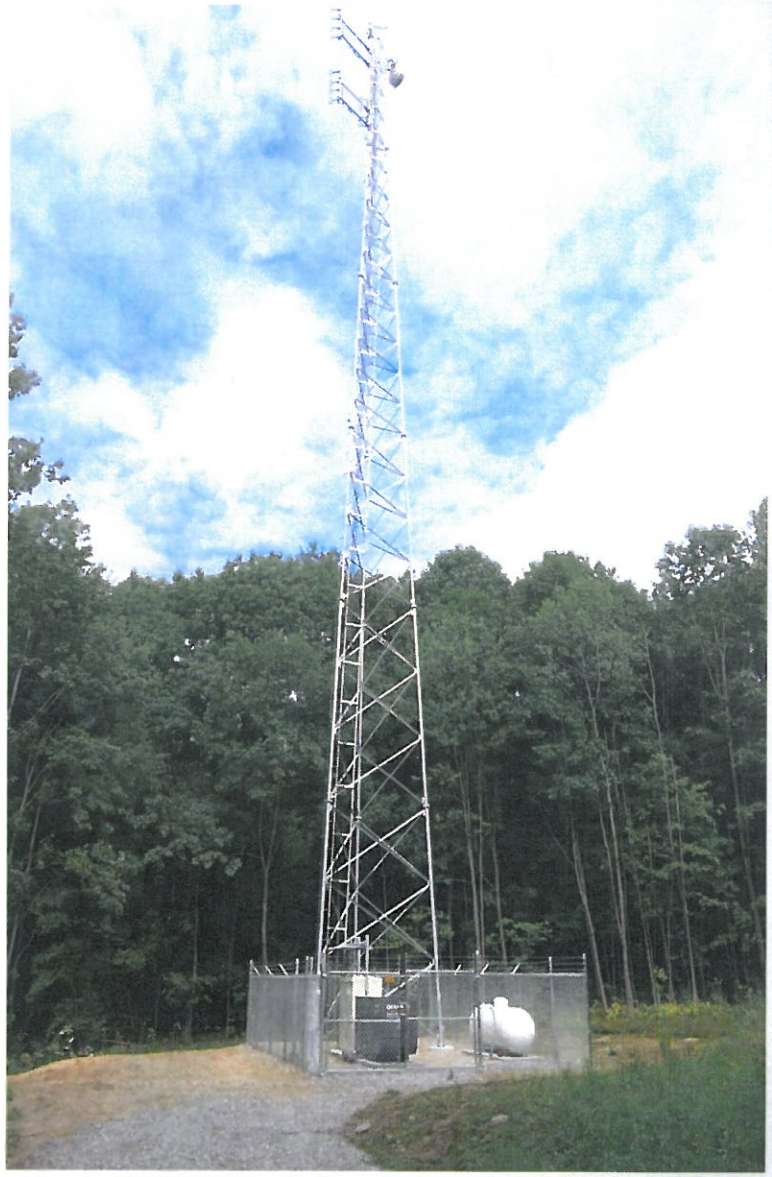
- Oakham Tower Site
  - 2 UHF Antennas
  - 1 PTP Microwave
  - 1 Low Band Antenna
- LMR Equipment
  - Outside Cabinet
  - 2 Simoco UHF Repeater
  - 1 UHF to Low Band Link

- Barre Tower Site
  - 3 UHF Antennas
  - 1 PTP Microwave
  - 2 Outside Cabinets
  - 1 Automatic Transfer Switch
  - 1 Generator

- LMR Equipment
  - 2 UHF Repeaters
  - 1 PTP Microwave Link
  - Fire Lowband Link

- Hubbardston Tower Site
  - 3 UHF Antennas
  - 1 PTP Microwave
  - 2 Inside Cabinets
  - 1 Automatic Transfer Switch
  - 1 Generator

- LMR Equipment
  - 3 UHF Repeaters
  - 1 VHF Antenna
  - 1 PTP Microwave Link



Current Channel Plan

- Fire / EMS
  - 3 UHF Repeaters
  - 3 Site Simulcast
  - Location
    - Rutland
    - Oakham
    - Barre

Future Channel Plan

- Fire / EMS
  - 4 UHF Repeaters
  - 4 Site Simulcast
  - Location
    - Rutland
    - Oakham
    - Barre
    - Hubbardston

FY 2015

Current Channel Plan

- Police
  - 3 UHF Repeaters
  - 3 Site Simulcast
  - Location
    - Rutland
    - Oakham
    - Barre

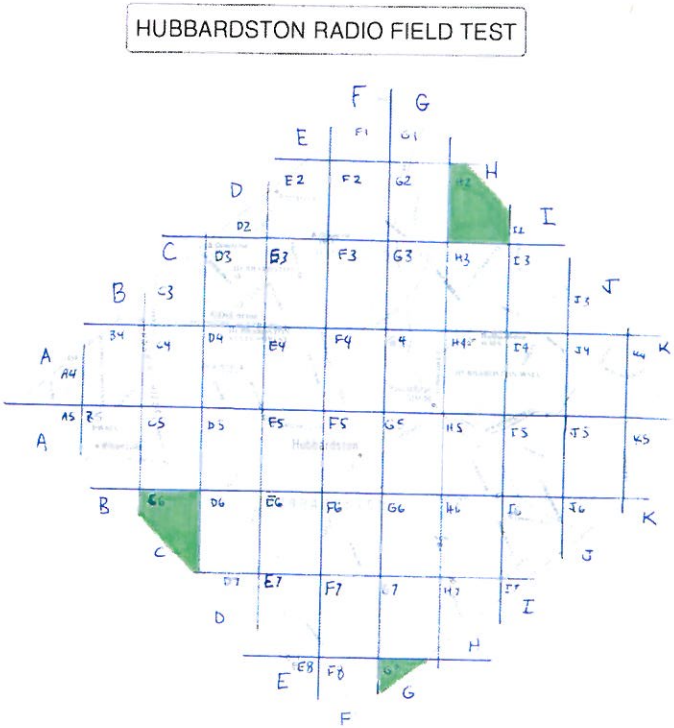
Future Channel Plan

- Police
  - 4 UHF Repeaters
  - 4 Site Simulcast
  - Location
    - Rutland
    - Oakham
    - Barre
    - Hubbardston

FY 2020

Hubbardston Radio Coverage Assessment

- Hubbardston Test
  - 55 Test Grids
  - 3 non tested grids
  - Control Dispatcher in Rutland
  - DAQ Scale 1-5



DAQ Scale –Voice Audio

- DAQ 1: Unusable. Speech present but not understandable.
- DAQ 2: Speech understandable with considerable effort. Requires frequent repetition due to noise or distortion.
- DAQ 3: Speech understandable with slight effort. Requires occasional repetition due to noise or distortion
- DAQ 3.4: Speech understandable without repetition. Some noise or distortion present
- DAQ 4: Speech easily understandable. Little noise or distortion.
- DAQ 5: Perfect. No distortion or noise discernible

Field Data

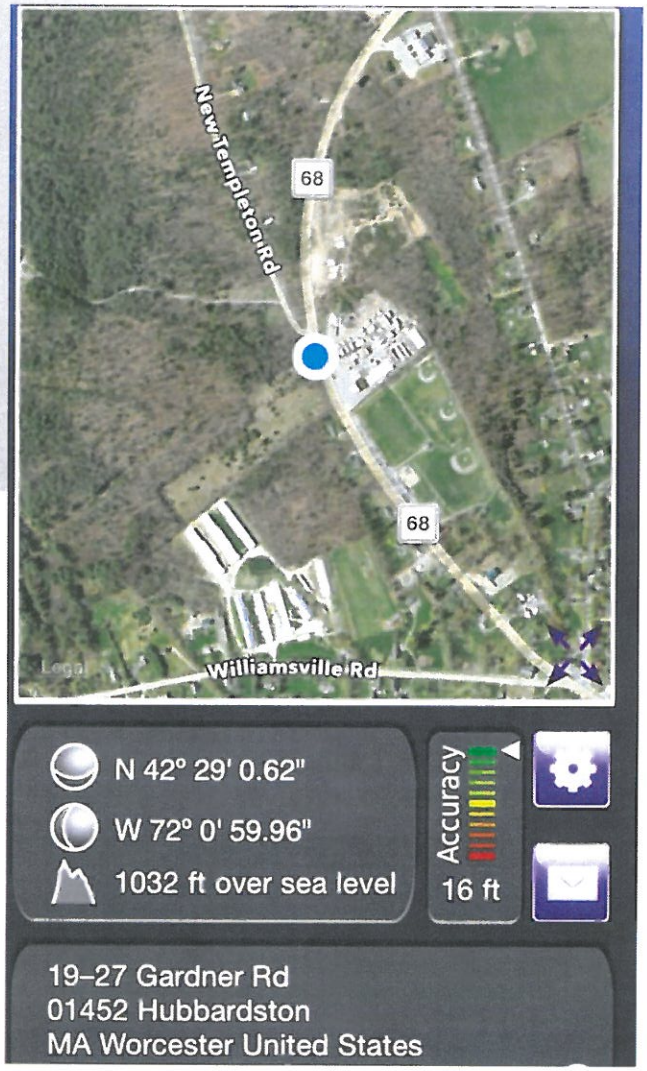
	A	B	C	D	E	F	G	H	I	J	K
ICOM						3.4	3.4				
KENWOOD						3.4	3.4				
MOTOROLA						3.4	3.4				
ICOM				3.4	3.4	4	5		4		
KENWOOD				3.4	3.4	3.4	5		4		
MOTOROLA				3.4	3.4	4	5		5		
ICOM			5	5	5	4	5	5	4	5	
KENWOOD			5	5	5	5	5	5	5	5	
MOTOROLA			5	5	5	4	5	5	5	5	
ICOM	5	4	5	5	4	5	5	5	5	4	4
KENWOOD	5	4	5	5	4	5	5	5	5	4	4
MOTOROLA	5	4	5	5	5	5	5	5	5	4	4
ICOM	5	5	5	5	5	5	4	4	5	4	4
KENWOOD	5	4	5	5	5	5	5	5	5	4	4
MOTOROLA	5	5	5	5	5	5	5	4	4	3	3.4
ICOM				5	5	5	4	4	3.4	3	
KENWOOD				5	5	5	5	5	4	3	
MOTOROLA				5	5	5	3.4	4	3.4	3	
ICOM				5	5	4	4	4	5		
KENWOOD				5	5	4	4	4	4		
MOTOROLA				5	5	5	3.4	4	4		
ICOM					5	5					
KENWOOD					5	5					
MOTOROLA					5	5					

Testing Overview

- Three portables tested at DAQ of 5 - 30 Grids - 58%
- Three portables tested at DAQ of 4- 16 Grids -31%
- Three portables tested at DAQ of 3.4- 5 Grids- 10%
- Three portables tested at DAQ of 3- 1 Grid- 1%

- Potential Public Safety Lot – Tower
  - Increased Radio Coverage for Town
  - Improved In-building Coverage in center of town
  - Improved coverage in North Area of town
  - Communications Equipment will be located shelter
  - Generator will provide back up power

Potential – Public Safety Lot



25 Gardner Road Hubbardston MA

Town Administrator
7 MAIN STREET, Unit #3
HUBBARDSTON, MASSACHUSETTS 01452
(978) 928-1400 x 201 FAX (978) 928-3392

To: Board of Selectmen

From: Ryan M. McLane
Town Administrator

Date: April 27, 2020

Subject: Town Administrator's Report

The following is the Town Administrator's report for the period ending April 24, 2020.

1. **COVID-19 Information** – We continue to wait for information from the state regarding the closure of non-essential businesses. While the state continues to hint at possible changes to the stay-at-home order, nothing can be reported at this time. Our closure date remains May 4, 2020. As most residents are now aware, all schools and non-essential childcare services have been closed through the remainder of the school year (June 30). Residents can find information about regional COVID-19 cases and cases in Hubbardston by clicking here. For more detailed information about Hubbardston's COVID-19 response, click on this page prominently located on the town's Web site (emergency red banner).

2. **Department Report** – I am currently reviewing materials received from the Collins Center as part of upgraded human resources effort. The Center will provide the Board with HR recommendations in order to inform future planning. Additionally, they will provide me with a comprehensive set of new policies in order to maintain compliance with federal, state and local law. This will form a new employee handbook. We expect this project to be completed before the end of the fiscal year.

3. **Financial Management –** I am developing FY21 budget scenarios for your review. Due to sharp cuts in revenue projections and an unchanged QRSD assessment, we are facing a more than $250k budget deficit in FY21. Scenarios will include options for drastic service cuts and/or use of one-time funds.

4. **Infrastructure Updates –** The Center School Roof Project continues to move forward. We have now agreed to both hard and soft costs for the roof repair/replacement. The project with contingencies, is now estimated at a little more than $2.9 million.

It's important to note that we received a 59 percent reimbursement rate from the MSBA, meaning the town cost, after reimbursements, will be closer to $1.3 million. I will have a comprehensive presentation and further information about a debt exclusion vote at the budget public hearing in May.

Secondly, I have an update regarding the Gardner Road Communications Tower originally proposed by Rutland Dispatch in 2015. After some delays, we are happy to report that the state agreed to expand this project, constructing a larger tower that can support not only increased dispatch coverage, but also space for leasing to cellular companies. This should result in both increased revenue for our dispatch center and expanded cell service in Hubbardston. We are hopefully that this project will be completed by the end of the summer.

Lastly, our MVP Core Team started project workshops this week, focusing on assessing Hubbardston environmental and infrastructure vulnerabilities. Next week, the core team will finish the workshop process by assessing societal vulnerabilities. The end state of the MVP process will be a long-term plan for addressing climate change driven town vulnerabilities. This will bolster our long-term capital plan, inform the current Master Plan revision and make the town eligible for action grants.

5. **Employee Recognition –** This week I would like to thank Chris Barbera for her recent efforts in the Library Department. In just her first year as a Director, Chris inherited a very unique situation – the public closure of a library still expected to provide community services. Chris has risen to the challenge, helping to coordinate virtual story time for our children, responding to resident needs and when possible and safe, continuing to provide loan services to residents. The library is a very important part of our community, the main symbol on our seal, and I truly appreciate everything Chris has done to make sure the town has its library during this time of need.

Please do not hesitate to contact me if you have any questions.

Ryan M. McLane
Town Administrator

Town of Phillipston
Policy on Disposal of Surplus Property **Adopted 9-25-17**

This policy complies with Massachusetts General Laws Chapter 30B which requires municipalities to adopt a written policy regarding the disposal of surplus property.

From time to time the Town of Phillipston finds it necessary to dispose of materials, equipment, residue inventory or other items that are no longer required. The following procedures describe the process to be followed when disposing of surplus items. The intent is to establish reasonable control over usage, surplus and obsolete material handling, sale and disposition. This policy applies to all surplus items regardless of value. It does not apply to disposal of real estate. This policy applies to all Town departments, boards and committees.

Items taken into custody by the Phillipston Police Department through statutory procedures i.e. drug, criminal and civil forfeitures pursuant to MGL Chapter 94c and 18 USC ss981-87, will be disposed according to state and federal law. Unclaimed property taken into possession by the Phillipston Police Department will be auctioned according to MGL Chapter 135, s8.

Procedures

The Department Head will submit a written recommendation to the Chief Procurement Officer (CPO) that the item(s) are surplus to department needs and may be disposed of.

The Board of Selectmen shall vote to designate the items surplus.

For surplus property valued at less than $10,000 the CPO will advertise the items for sale on the Town website, or in the local newspaper, or by online auction as s/he deems in the best interest of the Town.

For surplus property valued at $10,000 or more, the CPO shall dispose of the property in accordance with MGL Chapter 30B by sealed bids, or by public auction, including online auction.

Items that have only scrap value may be disposed of as the CPO deems appropriate.

At its discretion, the Town may either sell at less than fair market value or donate surplus property to a governmental entity or an organization which has Internal Revenue Service tax exempt status by reason of its charitable nature. For property valued at less than $1,000 the CPO may exercise his own judgment. For property valued at $1,000 or more the Selectboard must first approve the disposition.

Town of Phillipston

Surplus Property Disposition Request

Department: _____ Date of Request: _____

Item to be disposed of: _____

Reason for Request: _____

Estimated Value of Item: _____

Method of Disposition:

Under $10,000	$10,000 or more
□ Advertise Newspaper	□ Sealed Bids
□ Advertise Website	□ Public Auction
□ Seek Informal Quotes	

Description of Item:

See Attached Fixed Asset Sheet
Description is as follows:
o Make/Model/Serial #:_____

Disposition Request

_____ _____
Department Head Signature Date

Disposition Approval

_____ _____
Purchasing Agent Signature Date

Chief Procurement Officer Use ONLY

Method Used: _____ Date(s) Advertised: _____
Other Info: _____
Sold to: _____ Amount sold for: _____
Date disposed of: _____ Receipt attached: _____

Town of Hubbardston Policy on Disposal of Surplus Supplies

Valued at less than $5000[1]

I. If it is the determination of the Chief Procurement Officer that an item or group of supplies has no resale or salvage value, or is valued at less than $100, or when the item will require payment for disposal, the item or group of supplies shall first be offered to other departments for reuse. If items are still unused, they disposed of in such a manner that is at the least cost to the town; giving priority to area community groups when possible.

II. If it is the determination of the Chief Procurement Officer that an item or group of supplies has been deemed surplus and has a resale or salvage value of more than $100, but less than $5000, the following processes shall be followed for disposition of said item(s) in the order listed below:

1. Items should first be offered to other Town Departments to determine if they have any need for the surplus items(s).
2. Items not transferred to other Town departments may be offered to local non-profit groups or agencies.
3. A "silent auction" may be held after placing a minimum of a two week notice on the town web page, cable channel and posted with the town hall, **OR** the Town may seek informal quotes for the supplies after using the same notice provision.
4. Items that have not been disposed of using methods 1 – 3 may be disposed of in one of the following ways:
    a. Made available to residents on a specific date on a "first come, first- serve" basis after placing a minimum of a one week notice on the town web page and posted within the town hall.
    b. Disposal at the town transfer station recycling area as appropriate.
    c. Items may be disposed of through the Town's solid waste hauling program.

III. If it is the determination of the Chief Procurement Officer that an item or group of supplies has been deemed surplus and has a resale or salvage value of more than $5000, the disposition of said item(s) shall be done in accordance with state law.

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[1] ***Mass Requirements for surplus supplies valued at less than $5,000.*** You may dispose of a surplus supply with a resale or salvage value of less than $5,000 using any method authorized by the written procedures established by your local jurisdiction. Your local jurisdiction must adopt written procedures before disposing of surplus supplies. These written procedures might include a process for advertising surplus supplies on your local jurisdiction's website and/or in the local newspaper or seeking informal quotes for the supplies. Alternatively, your procedures might allow your local jurisdiction to hold a yard sale or a silent auction to sell the items. A set of the approved procedures should be developed and distributed to all departments.

RECEIVED
JAN – 4

COMMONWEALTH OF MASSACHUSETTS
TOWN OF HUBBARDSTON

ANNUAL TOWN MEETING **Tuesday, June 2, 2020 • 7p.m.** **CENTER SCHOOL**

STABILIZATION: $ 415,083
MUNICIPAL CAPITAL STABILIZATION: $42,537
ROAD MAINTENANCE STABILIZATION: $0
FREE CASH: $545,743

Worcester, ss. To either of the Constables of the Town of Hubbardston in the County of Worcester:
In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Hubbardston qualified to vote in elections and Town affairs to meet at the **Center School located at 8 Elm Street in said Hubbardston on Tuesday, June 2, 2019 at 7 'o'clock** in the evening, then and there to act on the following articles:

ARTICLE 1. To choose all necessary officers.

ARTICLE 2. To hear the reports of the Town Officers and Committees and act thereon.

ARTICLE 3. To see if the Town will vote to authorize the Board of Selectmen to enter into agreements with the Commonwealth of Massachusetts Department of Transportation for the construction and maintenance of public highways for the twelve-month period beginning July 1, 2020; or take any other action relative thereto.
(Submitted by the Board of Selectmen) *(Finance Committee)*

ARTICLE 4. To see if the Town will vote to accept educational grants and aid for Fiscal Year 2021, to be expended for authorized purposes by the Montachusett Regional Vocational Technical School and the Quabbin Regional School District; or take any other action relative thereto.
(Submitted by the Board of Selectmen) *(Finance Committee)*

ARTICLE 5. To see if the Town will vote to authorize the continuation of the Holden Hospital Account #220-512-5580-0000 for Fiscal Year 2021, to be used for the purposes specified in the trust fund settlement; or take any other action relative thereto:
(Submitted by the Board of Selectmen) *(Finance Committee)*

ARTICLE 6. To see if the Town will vote to fix the maximum amount that may be spent during Fiscal Year 2021 beginning on July 1, 2020 for the revolving funds established in Chapter IV of the Hubbardston General By-Laws-laws for certain departments, boards, committees, agencies or officers in accordance with Massachusetts General Laws Chapter 44, Section 53E½ or take any other action relative thereto. (NOTE: proposed changes from Fiscal Year 2019 are shown in **BOLD**)

Revolving Fund	Department, Board, Committee or Officer	FY21 Spending Limit
Con Com Fund	Conservation Committee	$3,000
Temporary Driveway Permit Fund	DPW Director	$2,500
Grave Fund	Cemetery Commission	$10,000
Hazmat Fund	Fire Chief	$3,000
Hazardous Building Demo Fund	Board of Health, Building Dept.	$20,000
Hubbardston Special Events Fund	Town Administrator	$50,000
Late Fee Dog License Fund	Town Clerk	$10,000
MART Trans. Manage. Fund	Executive Assistant	$35,000
Open Burn Pit Fund	Fire Chief	$11,000
PEG Access	Cable Advisory Committee	$25,000

Planning Board Fund	Planning Board	$20,000
Public Records	Town Clerk	$5,000
Recycling Fund	Board of Health	$5,000
Septic Fund	Board of Health	$20,000
Tax Title Collection Fund	Treasurer/Collector	$10,000
Wiring Fund	Wire Inspector	$50,000

(Submitted by the Board of Selectmen) *(Finance Committee)*

BUDGET ARTICLES

ARTICLE 7. To see if the Town will vote to raise and appropriate from taxation, transfer from available funds, or otherwise provide the following sums of money to meet the salaries and compensation of Town Employees, and Town Officers, as provided by MGL Ch. 41 §108, expense, and outlays of the Town Departments, and other sundry and miscellaneous, but regular, expenditures necessary for the operation of the Town for Fiscal Year 2021 (July 1, 2020 through June 30, 2021) as printed in the attached Appendix A, and further, to accept and expend Federal and State Funds to offset certain salaries or expenses and outlay; or take any other action relative thereto.

PURPOSE	AMOUNT
General Government	
Public Safety	
Growth Management	
Education	
Public Works and Cemeteries	
Resident Services	
Unclassified	
Total General Fund and Operating Budget	

Note: The detailed Fiscal Year 2021 Operating Budget included in Appendix A of this warrant is only a guide and non-binding as to the raise and appropriate vote of the category totals shown above and/or as a motion.
(Submitted by the Board of Selectmen) *(Finance Committee)*

ARTICLE 8. To see if the Town will vote to appropriate the sum of Twenty Thousand and no cents ($20,000.00) for the salaries, benefits, committee stipends and other operating expenses of the Hubbardston Cable Advisory Committee for fiscal year 2021, and to and to meet said appropriation, that the sum of $20,000 be transferred from the PEG Access and Cable Related Fund; or take any other action relative thereto.
(Submitted by the Board of Selectmen) *(Finance Committee)*

ARTICLE 9. To see if the Town will vote to transfer from Free Cash the sum of $6,000 (Six Thousand Dollars and 00/100 Dollars) to fund the Master Plan Implementation Chapter or other related Master Plan planning purposes; or take any action relative thereto.
(Submitted by the Board of Selectmen) *(Finance Committee)*

ARTICLE 10. To see if the Town will vote to transfer the sum of $262,800 from Free Cash to pay for the following Fiscal Year 2021 cash capital expenses, including all costs incidental and related thereto; or take any other action relative thereto.

	FY2021 Capital Spending Article Table	
	New Obligations	**Amount**
1	To fund the purchase of an asphalt hotbox for the Department of Public Works (DPW)	$45,000

2	To fund the purchase of a dump truck with plow for the DPW	$100,000
3	To fund the purchase of a leaf backpack and walk-behind blower for the DPW	$1,800
4	To assess and repair the Hubbardston Public Library foundation	$49,000
5	To fund the purchase of vehicle cameras and video storage for the Police Department	$10,000
6	To repair the Curtis Recreation Field Bandstand roof	$12,000
7	To repair and pave the Slade Building parking lot	$18,000
8	To fund the purchase of new computers and related hardware for the Town Departments	$30,000
	New Obligations Total	$262,800

(Submitted by the Board of Selectmen) *(Finance Committee)*

CPA ARTICLES

ARTICLE 11. To see if the Town will vote to appropriate or reserve from the Community Preservation annual revenues the amounts recommended by the Committee Preservation Committee for committee administrative expenses, community preservation projects and other expenses in Fiscal Year 2021, with each item to be considered a separate appropriation; or take any other action relative thereto:

Appropriations:
From FY 2020 estimated revenues for Committee Administrative Expenses (5%) $0

Reserves:
From FY 2020 estimated revenues for Historic Resources Reserve (10%) $0
From FY 2020 estimated revenues for Community Housing Reserve (10%) $0
From FY 2020 estimated revenues for Open Space Reserve (10%) $0
From FY 2020 estimated revenues for Budgeted Reserve (65%) $0

(Submitted by Community Preservation Committee) *(Finance Committee)*
(Board of Selectmen)

ARTICLE 12. To see if the Town will vote to transfer the remaining balances from prior spending authorizations approved under certain previously voted Town Meeting articles as noted below to the CPA Undesignated Reserve, as follows; or take any other action relative thereto.

Account #	Description	Amount to Return
246-183-5840-0001		
246-183-5840-0002		
246-161-5780-2012		
TOTAL:		**$6,811.50**

(Submitted by Community Preservation Committee) *(Finance Committee)*
(Board of Selectmen)

ARTICLE 13. To see if the Town will vote to appropriate $200,000 to fund the cost of repairing and replacing the Rainbow's End Playground, including all costs incidental and related thereto, and to meet said appropriation, to transfer the sum of $50,000 from the Community Preservation Act Undesignated Reserve Fund, and further to authorize the Treasurer, with the approval of the Board of Selectmen, to borrow the sum of $150,000 pursuant to G.L. c.44B, §11, G.L. c.44, §7 or any other enabling authority, and to issue bonds and notes therefor, with the understanding that although such bonds shall be general obligation bonds of the

Town, it is anticipated that the principal and interest thereon shall be paid from the Community Preservation Fund, and further that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any premium applied to the payments of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with G.L. c. 44, §20, thereby reducing by a like amount the amount authorized to be borrowed to pay such costs.; or take any action relative thereto. 2/3 Vote Required

(Submitted by Community Preservation Committee) *(Finance Committee)*
(Board of Selectmen)

GENERAL ARTICLES

ARTICLE 14. To see if the Town will vote to raise and appropriate the sum of $2,960,423 by taxation, by transfer from available funds, by borrowing or any combination thereof, to repair and replace the Hubbardston Center School Roof, and to purchase any related equipment, including all costs incidental and related thereto; and that to meet said appropriation the Treasurer, with the approval of the Selectmen, is authorized to borrow the full amount of such appropriation under General Laws Chapter 44 or any other general or special law or other enabling authority, and to issue bonds or notes of the Town therefor; and further, that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with G.L. c.44, §20, thereby reducing by a like amount the amount authorized to be borrowed to pay such costs; provided, however, that the vote taken hereunder shall be expressly contingent upon approval by the voters of a ballot question to exclude the amounts required to pay for the bond or notes issued for such projects from the provisions of Proposition 2 ½, so called.

(Submitted by the Board of Selectmen) *(Finance Committee)*

ARTICLE 15. To see if the Town will vote to petition the General Court for a special act in the form set forth below, amending Chapter 292 of the Acts of 2012 establishing a Charter for the Town of Hubbardston, by striking out, in every instance in which they appear, the words "Board of Selectmen" or "Selectmen" and inserting in place thereof the words "Select Board"; and by striking out, in every instance in which they appear, the words "Selectman" and "Selectmen" and inserting in place thereof the words "Select Board Member" or "Select Board Members"; provided, however, that the General Court may make non-substantive, ministerial revisions to ensure that gender and numerical issues in related text is revised to properly reflect such change in title in form only to the bill, unless the Board of Selectmen approve amendments to the bill before enactment by the General Court; and, further, provided that the Board of Selectmen is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this article; or to take any action relative thereto:

AN ACT PROVIDING FOR THE RENAMING OF THE BOARD OF SELECTMEN TO SELECT BOARD IN THE TOWN OF HUBBARDSTON.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Chapter 292 of the Acts of 2012, entitled "An Act Establishing a Charter for the Town of Hubbardston," is hereby amended by striking out the words "board of selectmen" or "selectmen," and inserting in place thereof the words "select board"; and by striking out, in every instance in which they appear, the words "selectman" and "selectmen" and inserting in place thereof the words "select board member" or "select board members."

SECTION 2. Section 4 of Article 1 of said act is hereby amended by striking out the words "board of selectmen" in every instance in which it occurs, and inserting in place thereof the words "select board." Section 1-4-2 of Section 4 of Article 1 shall be further amended by inserting the following

sentence: "Said select board shall have and exercise all the powers and duties vested in boards of selectmen under the General Laws or by vote the town, unless otherwise provided herein."

SECTION 3. Section 6 of Article 1 of said act is hereby amended by striking out the words "board of selectmen" in every instance in which it occurs, and inserting in place thereof the words "select board."

SECTION 4. Section 1 of Article 2 of said act is hereby amended by striking out the words "board of selectmen" in every instance in which it occurs, and inserting in place thereof the words "select board."

SECTION 5. Section 3 of Article 2 of said act is hereby amended by striking out the words "board of selectmen" in every instance in which it occurs, and inserting in place thereof the words "select board."

SECTION 6. Section 1 of Article 3 of said act is hereby amended by striking out, in every instance in which they appear, the words "board of selectmen," and inserting in place thereof the words "select board."

SECTION 7. Section 2 of Article 3 of said act is hereby amended by striking out, in every instance in which they appear, the words "board of selectmen," and inserting in place thereof the words "select board."

SECTION 8. Section 3 of Article 3 of said act is hereby amended by striking out, in every instance in which they appear, the words "board of selectmen," and inserting in place thereof the words "select board."

SECTION 9. Section 4 of Article 3 of said act is hereby amended by striking out, in every instance in which they appear, the words "board of selectmen," and inserting in place thereof the words "select board."

SECTION 10. Section 5 of Article 3 of said act is hereby amended by striking out, in every instance in which they appear, the words "board of selectmen," and inserting in place thereof the words "select board."

SECTION 11. Section 1 of Article 4 of said act is hereby amended by striking out, in every instance in which they appear, the words "board of selectmen," and inserting in place thereof the words "select board."

SECTION 12. Section 2 of Article 4 of said act is hereby amended by striking out, in every instance in which they appear, the words "board of selectmen," and inserting in place thereof the words "select board."

SECTION 13. Section 3 of Article 4 of said act is hereby amended by striking out, in every instance in which they appear, the words "board of selectmen," and inserting in place thereof the words "select board."

SECTION 14. Section 5 of Article 4 of said act is hereby amended by striking out, in every instance in which they appear, the words "board of selectmen," and inserting in place thereof the words "select board."

SECTION 15. Section 6 of Article 4 of said act is hereby amended by striking out, in every instance in which they appear, the words "board of selectmen," and inserting in place thereof the words "select board."

SECTION 16. Section 7 of Article 4 of said act is hereby amended by striking out, in every instance in which they appear, the words "board of selectmen," and inserting in place thereof the words "select board."

SECTION 17. Section 1 of Article 5 of said act is hereby amended by striking out, in every instance in which they appear, the words "board of selectmen," and inserting in place thereof the words "select board."

SECTION 18. Section 2 of Article 5 of said act is hereby amended by striking out, in every instance in which they appear, the words "board of selectmen," and inserting in place thereof the words "select board."

SECTION 19. Section 3 of Article 5 of said act is hereby amended by striking out, in every instance in which they appear, the words "board of selectmen," and inserting in place thereof the words "select board."

SECTION 20. Section 4 of Article 5 of said act is hereby amended by striking out, in every instance in which they appear, the words "board of selectmen," and inserting in place thereof the words "select board."

SECTION 21. Section 7 of Article 6 of said act is hereby amended by striking out, in every instance in which they appear, the words "board of selectmen," and inserting in place thereof the words "select board."

SECTION 22. Sections 2, 3, 7, 8 outlined thereafter in said act are hereby amended by striking out, in every instance in which they appear, the words "board of selectmen," and inserting in place thereof the words "select board.

SECTION 23. This act shall take effect upon its passage.

(Submitted by the Board of Selectmen) *(Finance Committee)*

ARTICLE 16. To see if the Town will vote to amend the General and Zoning Bylaws of the Town to rename the Board of Selectmen as the Select Board, by striking out, in every instance in which they appear, the words "Board of Selectmen" or "Selectmen" and inserting in place thereof the words "Select Board"; and by striking out, in every instance in which they appear, the word "Selectman" and "Selectmen" and inserting in place thereof the words "Select Board Member" or "Select Board Members"; and further to authorize the Town Clerk to make non-substantive, ministerial revisions to ensure that gender and numerical issues in related text is revised to properly reflect such change in title; and, further, to amend Chapter VIII of the General Bylaws in its title and by inserting the following new sections therein, with the remaining sections of said Chapter to be renumbered accordingly; or to take any action relative thereto:

CHAPTER VIII: SELECT BOARD

SECTION 1. Purpose

For the purposes of these Bylaws and otherwise, the Board of Selectmen shall be referred to as the Select Board and members of the Board shall be referred to as "Select Board Members." The Select Board shall have

all the powers and duties of a board of selectmen under the General Laws and any special laws applicable to the Town of Hubbardston, as well as such other powers and duties as are provided in these Bylaws.

SECTION 2. Members; Term Length
The Select Board shall consist of five members and shall be elected at the Annual Town Election for three years with overlapping terms.

(Submitted by the Board of Selectmen) *(Finance Committee)*

You are hereby directed to serve this warrant by posting attested copies thereof at the Place of Meeting, Hubbardston Center School, Hubbardston One Stop Shop convenience store, the Town Office and the Post Office fourteen days, at least, before the day of said meeting. Hereof, fail not, and make due return of this warrant with your doings thereon to the Town Clerk at the time and place of meeting as aforementioned.

Given under our hands this 14th day of May 2020:

BOARD OF SELECTMEN of HUBBARDSTON

_____
Daniel S. Galante

_____
Kris Pareago

_____
Jeffrey L. Williams

_____
Patrick R. Girouard

_____
Richard J. Haddad

A true copy, Attest:

_____

Laurie Reed, Town Clerk

Date of Posting:_____

Method: _____

By: _____**, Constable**

Hubbardston Department of Public Works

Travis M. Brown
DPW Director

68 Worcester Road Phone: 978-928-1408
mailing address:
7 Main Street – Unit #6 Fax: 978-928-1409
Hubbardston, MA 01452 Email: highway@hubbardstonma.us

FY 2020 Winter Storm Events

(Average Truck load of salt Delivery is 34 Ton)

(Regular treatment 250lbs per lane mile) (1/2 treatment is 125lbs per lane mile)

Nov.17 – 10:00PM Treated all roads once due to Snow squall and icy conditions from Drizzle (Approx. salt used 20 tons) (Road temp 30 degrees)

Nov.21– 6:45AM Treated the roads due to black ice with a ½ treatment (Approx. salt used 10 tons) (Road temp 30 degrees)

Nov.24 –2:30AM Dispatched called for slippery roads due to snow and freezing rain per PD (Approx. salt used 20 tons)

Nov.24 – 5:30PM Dispatched called for slippery roads due to snow and freezing rain per PD (Approx. salt used 20 tons)

Nov.25 – 4:00AM Treated the roads due to black ice with a ½ treatment (Approx. salt used 10 tons) (Road temp 28 degrees)

Dec. 1 – 1:30PM Came in to Pretreat for the 3 day storm ahead plowed ½ treatments until 12:00AM– (Approx. salt used 40 tons) (Road temp 23 degrees)

Dec. 2 – 12:00AM Continue to plow and ½ treat the roads till 12:00PM final cleanup for that storm with **12"** snow total (Approx. salt used 40 tons) (Road temp 26 degrees)

Dec.2 – 6:00PM -12:00AM Continue to plow spot treat where needed. **8"** of snow has fallen this storm so far. (Approx. salt used 20 tons) (Road temp 26 degrees)

Dec. 3 – 12:00AM-4:30PM Continue to plow and ½ treat the roads where needed till 12:00PM .Final cleanup started at 12:00PM for that storm with **13"** snow total. (Approx. salt used 40 tons) (Road temp 26 degrees) Dec.1-3 was a 51 hour storm

Dec.6 – 12:00PM – 8:00PM pretreated, plowed and treated the roads before and after the snow event of **1"** came through of greasy snow (Approx. salt used 40 tons) (Road temp 20 degrees)

Dec.11 – 12:00AM – 11:00AM treated all roads three times due to **4"** of snow and dropping temps. (Approx. salt used 60 tons) (Road temp 26 degrees)

Dec. 13 – 8:00AM Spot treated with 3-1 sand mix for water run off refreeze (Approx. 3-1 sand/salt mix used 5 tons) (Road temp 26 degrees)

Dec. 17 – 3:00AM – 12:00AM pretreated, plowed, treated and ½ treated the roads during the 21 hour snow/sleet/freezing rain event of **3"** that came through (Approx. salt used 90 tons) (Road temp 20 degrees)

Dec. 18– 5:00AM - 12:00PM continued to scrape and treat all roads once due to **½"** of snow/sleet/freezing rain conditions. (Approx. salt used 20 tons) (Road temp 16 degrees) Dec.17-18 was a 28 hour storm

(Approx. 430 Tons used to date), (20 Loads ordered to date) , (Approx. 12.5 loads used to date)

Dec. 19 - 5:45PM spot treated roads with 3-1 sand mix due to water run off refreeze from warm temps during the day (Approx. 3-1 sand/salt mix used 5 tons)

Dec. 21 -- 1:30PM treated all dirt roads with 3-1 sand mix due to icy conditions from warm temps (Approx. 3-1 sand/salt mix used 10 tons)

Dec.28 – 12.30AM treated all roads due to slippery roads do to refreeze from the rain (Approx. salt used 20 tons)

Dec.29 – 6:30PM – 12:00AM Pretreated paved roads due to sleet/freezing rain ice storm (Approx. salt used 20 tons) (Road temp 28 degrees)

Dec.30 – 12:00AM – 8:00PM continue to treat all paved roads 6 times due to sleet/freezing rain ice storm (Approx. salt used 120 tons) (Road temp 28 degrees)

Dec.30 -- 5:00AM and 2:00PM treated all dirt roads twice with 3-1 sand for icy conditions due to sleet/freezing rain ice storm(Approx. 3-1 sand/salt mix used 20 tons)

Dec.31 – 2:00AM - 12:00PM treated all roads twice due to **2"** of heavy wet snow/sleet due to the ice storm– per PD (Approx. salt used 40 tons) (Road temp 28 degrees) Dec 29-31 was a 41 ½ hour ice storm

Dec.31 – Jan.1 - 11:30PM – 3:30AM dispatch called to treat main roads for slippery conditions per PD (Approx. salt used 10 tons)

Jan.2 – 7:00AM treated all dirt roads with 3-1 sand for due to slippery conditions. (Approx. 10 tons 3-1 sand/salt mix used)

Jan. 5 -- 4:00AM Dispatch called to treat all roads due to slippery conditions from brief slushy snow squall Per PD. (Approx. salt used 20 tons)

Jan. 6 – 10:30AM treated all roads due to snow squalls (Approx. salt used 20 tons) (Road temp 24 degrees)

Jan.15 – 7:30AM treated all roads once due to flash freeze from sudden temp drop (Approx. salt used 20 tons) (Road temp 30 degrees)

Jan.16 – 3:30AM scraped and treated all roads twice due to 2" of heavy wet snow and sleet for 8.75 hours (Approx. salt used 40 tons) (Road temp 20 degrees)

Jan.17 – 5:30AM spot treated all roads due to slick spots from a snow dusting per PD (Approx. salt used 10 tons) (Road temp 16 degrees)

Jan. 18 – Treated all dirt roads with 3-1 sand mix due to icy conditions. (Approx. 10 tons 3-1 sand/salt mix used)

Jan. 18-19– 5:00PM – 6:30AM Scrape and treated all roads approximately 2 times and plowed due to 5" of snow /sleet for a 15 hour period. (Approx. salt used 40 tons) (Road temp 16 degrees)

Jan. 26- 8:00AM Dispatch called to treat all roads for icy conditions per PD. (Approx. salt used 20 tons)

(Approx. 810 Tons used to date), (30 Loads ordered to date), (Approx. 24 loads used to date), (Approx. 60 Tons of 3-1 sand /salt mix used to date)

Feb. 5 – 4:30PM Dispatch called to spot treat certain roads in town for slippery conditions (Approx. salt used 10 tons) (Road temp 20 degrees)

Feb. 6 – 3:00 AM Treated all roads twice due to ¾" of sleet/freezing rain/rain (Approx. salt used 40 tons) (Road temp 20 degrees)

Feb. 6 –Treated all roads for black ice from refreeze (Approx. salt used 20 tons) (Road temp 21 degrees)

Feb. 7 -- 12:45AM Dispatch called to treat all roads for slippery conditions due to refreeze per PD (Approx. salt used 20 tons)

Feb. 7– 6:45PM Dispatch called to treat all roads for slippery conditions due to refreeze per PD (Approx. salt used 20 tons)

Feb.8– 4:30AM Treated all roads. (Approx. salt used 20 tons)

Feb. 10 – 4:00AM Treated all roads 3 times due to 5" of snow /sleet/freezing rain and rain (Approx. salt used 20 tons) (Road temp 20 degrees)

Feb. 10 – 2:00PM Treated all dirt roads with 3-1 sand mix due to icy conditions. (Approx. 10 tons 3-1 sand/salt mix used)

Feb. 11 – 12:00AM Treated all dirt roads with 3-1 sand mix due to icy conditions due to light rain (Approx. 10 tons 3-1 sand/salt mix used)

Feb.12 – 5:15AM Spot treated all roads for water run off refreeze (Approx. salt used 10 tons) (Road temp 20 degrees)

Feb.12 – 12:00PM Treated all dirt roads with 3-1 sand mix due to icy conditions. (Approx. 10 tons 3-1 sand/salt mix used)

Feb. 13 – 2:00am-1:00pm treated all roads approximately 3 times and plowed due to 3 ½" of snow for a 11 hour period. (Approx. salt used 60 tons) (Road temp 20 degrees)

Feb. 14 – 12:00AM Dispatch called to treat all roads due to refreeze from the rain earlier (Approx. salt used 20 tons)

Feb.14 – 8:00AM Spot treated north end of town for a snow squall. (Approx. salt used 10 tons) (Road temp 22 degrees)

Feb. 18 – 11:45AM treated all roads due to snow/ rain. (Approx. salt used 20 tons) (Road temp 23 degrees)

Feb. 18 –9:15PM Treated all roads due to icy conditions (Approx. salt used 20 tons) (Road temp 21 degrees)

Feb. 19 – 7:00AM Treated all dirt roads (Approx. 10 tons 3-1 sand/salt mix used)

Feb.19 – 7:00AM Spot treated all roads due to icy spots from water run off (Approx. salt used 10 tons) (Road temp 21 degrees)

Mar. 6 – 9:30PM – Dispatch called to treat all roads due to flash freeze (Approx. salt used 20 tons)

Mar.17 – 7:00AM- Spot treated all roads due to light snow flurry (Approx. salt used 10 tons) (Road temp 25 degrees)

Mar.19 – 6:00AM- Treated all roads due to light snow (Approx. salt used 20 tons) (Road temp 25 degrees)

Mar.25-26 – 2:00PM – 6:00 AM Plowed all roads and treated the roads twice due to wet snow (Approx. salt used 40 tons)

(Approx. 1200 Tons used to date), (52 Loads ordered to date) , (Approx. 36 loads used to date)

-

Totals for this season

50 - Events

43 - Salt treatments

10 - 3-1 Sand treatments for ice

Totals for last season

70 - Events

104 - Salt treatments

8 - 3-1 Sand treatments for ice

Salt Shed is full

Approx. 800 Tons

Board of Selectmen Meeting Minutes
April 20, 2020
Virtual Meeting via Zoom

Members Present:

- Daniel Galante
- Jeff Williams
- Kris Pareago
- Richard Haddad

Members Absent:

- Pat Girouard

Staff Present:

- Ryan McLane – Town Administrator
- Bobbie Thibault – Executive Assistant

Meeting called to order at 6:30 pm by Daniel Galante. Mr. Galante Announced that the meeting was being digitally recorded.

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 order imposing strict limitation on the number of people that may gather in one place, this meeting of the Hubbardston Board of Selectmen will be conducted via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found at www.hubbardstonma.us. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the town's website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as possible after the meeting.

Open Session:

- None

Announcements:

- Cancelling the Memorial Day Parade- There are plans to do something, possibly virtual. The day will be honored, but we are not sure how yet, as there will be no Memorial Day Parade this year. We will do something to properly honor our Veterans. The American Flags will be up soon.
- Election Nomination Papers are now due May 12, 2020. Not April 21st anymore.

Presentations:

- QRSD Superintendent Update – Dr. Sheila Muir is here to give us an update on what is going on with the schools and how they are dealing with Covid-19. Dr Muir will give updates on how each department is doing. When the decision from the Governor was made to close schools on March 13th, the entire team had spent two days prior figuring out what to do. School Closings were being left up to each district. A main initial concern was families who would not have food. Breakfast and lunch are now available to all families in the district. It started slow, but has increased over the weeks. There is a pick up at Hardwick Elementary School and the Middle High School. Meals are also available for all children 18 and under. Not just those in school.
    - The education plan is to have every class and course on the google Classroom. Assignments are sent out on a weekly basis. Each class sends out about 2.5 hours of work. Teachers are holding live video sessions. Less than one hour per class, as some students have 5 classes. Sometimes, they are class meetings, sometimes

special teaching sessions. Special Education services are being worked on, as it is one of our biggest challenges. We are trying to make this easier on families. We distributed Chromebook devises to Families last week.

- The Administration has many meetings weekly to figure out plans, maintain daily functions, payroll and answer daily questions. There is fewer than 10 people in the Central Office at any time to avoid contact. All Teachers have stepped up and accepted the challenge. Some with young children were very overwhelmed in the beginning, but are adjusting well.
- There were several Field Trips that had to be cancelled including the Washington DC trip. Families should be getting refunds very soon.
- Spring Athletics is still in question, depending on school closure dates.
- The hope is to get the students back into the classrooms by the end of the year. Mainly for assessment, and for the Seniors. Thus far there has been no indication on a specific date of re-opening, or closing for the year. There is another call tomorrow morning, and hopefully there will be a decision. The Commissioner of Education does not have information much before the public. Sometimes there is a five-minute warning about the Governor having Press Conferences. Some families have already expressed that even if schools open this year, they will not be sending their children back. That means we will have to support those children at home, as well as those who would return, in the event of re-opening. Thank you, Dr. Muir for coming to our Meeting tonight, and addressing Hubbardston Resident concerns so quickly.

- FY 21-25 Road Maintenance Plan – Please see attached Presentation Documentation for details. The Board is committed to fixing roads, and the DPW strives to group Roads together to make it most cost effective. The Board agrees that Road Maintenance is the responsible thing to do, instead of always having the cost of replacing roads at a much higher cost. There is Chapter 90 money available, we need to decide if we use 100% of it, 50% of it, or none at all.
    - While Travis is here, we would like to address the Surplus list of items that we are looking to sell.

Motion to Declare Surplus items for sale: Richard Haddad; 2nd Jeff Williams. No Discussion.
Roll Call: Dan: Yes, Jeff: Yes, Richard: Yes, Kris: Yes. Vote: Unanimous

- Q3 Financial Report- Move to April 27th Meeting.

New Business:

- Covid-19 Update – There is now a link to see cases by City and Town. Hubbardston is still less than 5 cases in Town, and no deaths. Our Public Health Nurse is getting updates daily, and are following any cases.
- Board of Selectmen Warrant Articles Discussion – Items discussed already, and any ideas we might have for other Articles.
    - Changing Selectmen to Selectboard – Everyone is in agreement to put them on the Warrant.
    - Funding the Master Plan Final Chapter Article- The original amount was $14,000. It has been to negotiate that down to $11,000. The Planning Board has about half of that, so this would possible be approximately a $5,000 Warrant Article if no Grants were obtained. We will be applying for grants though.
    - Final Town Center Project Funding - That gets us to 100% authorized on the design side.
- Ragged Hill Land Disposal (Vote) – We recently put the Lots out to bid, this will be to accept or reject bids. All bids were in order, and all paperwork was given.

- Lot 3; parcel 218 had three bids: D2 Builders - $25,000; Dan Blanchard- $10,014; and Steven Sheppard - $10,000.
- Lot 4; parcel 219 had 2 bids: D2 Builders - $25,000; Dan Blanchard- $10,014.
- Lot 5; parcel 220 had 2 bids: D2 Builders - $25,000; Dan Blanchard- $10,014.

The option is to accept them all, or throw them all out or decide on each one individually. Just one lot can be accepted as well.
The first few times making these lots available there was no interest. Now, there is interest, so we need to make some decisions. The amount does not seem like enough, but it is some interest and we have spent a lot of time on this. There is minimal cost, maybe $300- $1000. Mostly time of the Board, Town Administrator, and Town Council.

Motion to sell one lot: Richard Haddad; 2nd Dan Galante. No Discussion.
Amend Motion to sell one lot 218: Richard Haddad; 2nd Dan Galante. Discussion: If we choose to accept the bid, what is the obligation of the builder who won the bid? The buyer was aware that each lot was considered individual. Roll Call: Richard: Yes, Jeff: Yes, Dan: Yes, Kris: Opposed. Vote: 3:1

Motion to not accept bids on lots 219 and 220: Jeff Williams; 2nd Richard Haddad. No Discussion. Roll Call: Jeff: Yes, Richard: Yes, Kris: Yes, Dan: Yes. Vote: Unanimous.

- DLTA Contract scope of word – Approving contract for land use Master Plan Chapter. Please see attached documentation for details.

Motion to accept DLTA Contract Scope of work: Jeff Williams; 2nd Richard Haddad. No Discussion. Roll Call: Kris: Yes, Richard: Yes, Jeff: Yes, Dan: Yes. Vote: Unanimous.

Old Business:

- FY21 Budget – Nothing new for tonight, time will tell what will be happening in the future. There will be an update at our April 27th Meeting. This is being worked on daily.
- Town Property disposal – done at the beginning of the Meeting with Travis present.

Town Administrator Report:

- This Report consists of the Covid-19 Update, a Budget Update, Department Reports, Financial Management, Infrastructure Update, and Employee Recognition. This week I would like to recognize Chief Dennis Perron for his work directing public safety during the COVID-19 outbreak. Chief Perron was quick to act when state and federal guidance was uncertain, assisting me with developing measures to help protect the community and his department. He coordinated the town's initial Personal Protective Equipment (PPE) requests, ensuring our public safety departments had enough supplies to safety provide services. His focus on community policing during the outbreak has also been invaluable, directing officers in both compliant and compassionate techniques that balance public health with community service. And finally, I would like to give the Chief my sincere thanks for assisting with last week's Porch Sing Along and providing consistent messages through town social media accounts. Well done Chief, the town benefits from your experience during times like these.

Policies to Review:

- None

Appointments / Resignations:

- None

Wage Authorization:

- Robert Brady – Cemetery worker
- Bob Crompton – DPW

Motion to accept wage authorization for Robert Brady: Jeff Williams; 2nd: Richard Haddad. No Discussion. Roll Call: Jeff: Yes, Richard: Yes, Kris: Yes, Dan: Yes. Vote: Unanimous.

Motion to accept wage authorization for Bob Crompton: Jeff Williams; 2nd: Richard Haddad. No Discussion. Roll Call: Jeff: Yes, Richard: Yes, Kris: Yes, Dan: Yes. Vote: Unanimous.

Minutes to Approve:

- March 25, 2020
- April 6, 2020
- April 10, 2020

Motion to Approve the Board of Selectmen Meeting Minutes from March 25, 2020: Jeff Williams; 2nd Richard Haddad. No Discussion. Roll Call: Jeff: Yes, Richard: Yes, Kris: Yes, Dan: Yes. Vote: Unanimous.

Motion to Approve the Board of Selectmen Meeting Minutes from April 6, 2020: Jeff Williams; 2nd Richard Haddad. No Discussion. Roll Call: Jeff: Yes, Richard: Yes, Kris: Yes, Dan: Yes. Vote: Unanimous.

Motion to Approve the Board of Selectmen Meeting Minutes from April 10, 2020: Jeff Williams; 2nd Richard Haddad. No Discussion. Roll Call: Jeff: Yes, Richard: Yes, Kris: Yes, Dan: Yes. Vote: Unanimous.

Committee Updates:

- None

Matters not reasonably anticipated by the Chair:

- Richard Haddad will not be seeking re-election this year. It has been Richard's pleasure serving the Town. The Board is sad to hear that, but thanks Richard for his time spent with the Board.

Public/Press Question & Answer:

- None

Motion to adjourn 8:58 pm: Jeff Williams; 2nd Richard Haddad. No Discussion. Roll Call: Jeff; Yes, Richard: Yes, Kris: Yes, Dan: Yes. Vote: Unanimous.

Respectfully Submitted by,

Bobbie Thibault

Approved April 27, 2020