

ATTACHMENTS

ATTACHMENT 2

OTHER POST- EMPLOYMENT BENEFITS (“OPEB”) DECLARATION OF TRUST AND AGREEMENT

DECLARATION OF TRUST AND AGREEMENT made this 31st day of August 2020 between the Town of Uxbridge, acting through its Board of Selectmen, (the “Municipality”) and the duly serving members of the OPEB Fund Trustee (the “Trustee”), having be designated the Trustee by vote of the Town Meeting in Article 9 of the Fall Town Meeting held October 27, 2020, pursuant to Massachusetts General Laws, Chapter 32B, Section 20(d) as defined by subsection (c)..

W I T N E S S E T H:

WHEREAS, the Municipality provides certain Other Post-Employment Benefits (“OPEB”), other than pensions, for eligible Retired Employees (defined below) of the Municipality and their Dependents (defined below) and/or beneficiaries; and

WHEREAS, the Municipality wishes to establish an irrevocable trust to be known as the ”Town of Uxbridge OPEB Liability Trust Fund” (the “Trust”) for the purpose of funding OPEB obligations as required to be reported under G.L. c.32B and the Governmental Accounting Standards Board (“GASB”) statements in relation to OPEB; and

WHEREAS, the Trust is established by the Municipality with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code (defined below) and the regulations issued thereunder and as a trust for OPEB under G.L. c.32B, §20.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the Municipality and the Trustee hereby establish the Trust and agree as follows:

ARTICLE 1 DEFINITIONS

As used herein, the following terms shall have the following meanings:

1.1. “Act” shall mean G.L. c.32B, §20, as amended from time to time.

1.2. “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

1.3. “Dependents” shall mean a Retired Employee's spouse, a Retired Employee's unmarried children under 19 years of age and any child 19 years of age or over who is mentally or physically incapable of earning the child's own living; provided, however, that any additional premium which may be required shall be paid for the coverage of such child 19 years of age or over; provided further, that "Dependents" shall also include an unmarried child 19 years of age or over who is a full-time student in an educational or vocational institution and whose program of education has not been substantially interrupted by full-time gainful employment, excluding service in the armed forces; provided further, that any additional premium which may be required for the health insurance coverage of such student shall be paid in full by the Retired Employee. The standards for such full-time instruction and the time required to complete such a program of education shall be determined by the appropriate public authority.

1.4. “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time and any successor statute, and the regulations issued thereunder.

1.5. “GASB 74 and 75,” shall mean Governmental Accounting Standards Board, Statement No. 74 (Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans) and Statement No. 75 (Accounting and Financial Reporting Postemployment Benefits Other Than Pensions).

1.6. “General Law” shall mean a law that is permanent in nature and of general application.

1.7. “OPEB Fund” shall mean all the money and property, of every kind and character, including principal and income, held by the Trustee under the Trust.

1.8. “Other post-employment benefits” or “OPEB,” shall mean post-employment benefits other than pensions as that term is defined in GASB 74 and 75 (and/or including relative revisions or rescissions to those specific Statements, and subsequently issued GASB Statements applicable to OPEB administration, management, and reporting) including post-employment healthcare benefits, regardless of the type of plan that provides them, and all post-employment benefits provided separately from a pension plan, excluding benefits defined as termination offers and benefits.

1.9. “Retired Employees” shall mean those persons who have retired from employment with the Town and who are qualified to receive retirement benefits pursuant to G.L. c.32 or as otherwise provided by law.

1.10. “Special Law” shall mean a law addressed to a particular situation, circumstance or entity that does not establish a rule of future conduct with any substantial degree of generality, and may provide ad hoc benefits of some kind for an individual or entity or a number of them.

1.11. “Trust” shall have the meaning set forth in the preamble.

1.12. “Trust Agreement” shall mean this Declaration of Trust and Agreement.

1.13. “Trustee” means the Treasurer of the Town as custodian of the fund pursuant to G.L. c. 32B, §20.

ARTICLE 2
PURPOSE

2.1. The Trust is created for the sole purpose of holding assets to provide funding for OPEB, as determined by the Municipality, or as may be required by a collective bargaining agreement, or by any General Law or Special Law providing for such benefits, for the exclusive benefit of the Municipality's Retired Employees and their Dependents and/or beneficiaries and for defraying the reasonable administrative, legal, actuarial and other expenses of the Trust. The assets held in the Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.

2.2. It is intended that the Trust shall meet the specified criteria set forth in GASB 74 and 75 and that it qualify as an integral part of the Municipality for all purposes under Section 115 of the Code or under any comparable provision of future legislation that amends, alters, or supersedes the Code.

2.3. In fulfillment of the above-stated purpose, the Trust may engage in any lawful act or activity for which a trust may be formed under the Act and Massachusetts law, including, without limitation, holding and managing the Trust and engaging in all activities and transactions as deemed reasonably necessary, advisable, or convenient in connection with holding and managing the Trust in accordance with the conditions set forth herein.

ARTICLE 3
ESTABLISHMENT OF TRUST

3.1. In order to implement and carry out the provisions of the Act, the Municipality hereby establishes this Trust which shall be known as the "Town of Uxbridge OPEB Liability Trust Fund."

3.2. The Trust shall be irrevocable, and no Trust funds shall revert to the Municipality until all benefits owed to Retired Employees have been satisfied or released.

3.3. The principal location of the Trust shall be the office of the Treasurer of the Town of Uxbridge, located at 21 South Main Street, Uxbridge, MA 01569.

3.4. The Trustee hereby accepts the duties imposed upon her by this Trust Agreement and agree to perform said duties as a fiduciary duty in accordance with the terms and conditions of this Trust Agreement.

3.5. The Trustee shall hold legal title to all property of the Trust and neither the Municipality, nor any employee, official, or agent of the Municipality, nor any individual, shall have any right title or interest to the Trust.

3.6. The Trust shall consist of such assets as shall from time to time be paid or delivered to the Trustee by the Municipality, which together with all earnings, interest, profits, increments and accruals thereon, without distinction between principal and such income, shall constitute the Trust hereby created and established. Nothing in this Trust Agreement requires the Municipality to make contributions to the Trust to fund OPEB. Any obligation of the Municipality to pay or fund benefits shall be determined in accordance with applicable law and any agreement to provide OPEB. Any contributions made by the Municipality or by non-employer contributing entities and the earnings on those contributions are irrevocable.

ARTICLE 4 TRUST FUNDING

4.1. The OPEB Fund shall be credited with all amounts appropriated or otherwise made available by the Municipality and employees of the Municipality as a contribution to the Trust for the purposes of meeting the current and future OPEB costs payable by the Municipality, or any

other funds donated, gifted or granted specifically to the Municipality for the Trust, or to the Trust directly, without distinction.

4.2. The Trustee shall be accountable for all delivered contributions but shall have no duty to determine that the amounts received are adequate to provide the OPEB determined by the Municipality.

4.3. The Trustee shall have no duty, expressed or implied, to compel any contribution to be made by the Municipality, but shall be responsible only for the corpus received and held by the Trustee under this Trust Agreement.

4.4. The Municipality shall have no obligation to make contributions to the Trust to fund OPEB, and the size of the Trust may not be sufficient at any one time to meet the Municipality's OPEB liabilities. This Trust Agreement shall not constitute a pledge of the Municipality's full faith and credit or taxing power for the purpose of paying OPEB, and no retiree or beneficiary may compel the exercise of taxing power by the Municipality for such purposes.

4.5. The obligation of the Municipality to pay or fund OPEB obligations, if any, shall be determined by the Municipality or applicable law. Distributions of the corpus of the Trust are not debts of the Municipality within the meaning of any constitutional or statutory limitation or restriction. The Municipality's obligation to pay OPEB is not a debt of the Trust.

4.6. Earnings or interest accruing from investment of the Trust shall be credited to the Trust. Amounts in the OPEB Fund, including earnings or interest, shall be held for the exclusive purpose of, and shall be expended only for, the payment of the costs payable by the Municipality for OPEB obligations to Retired Employees and their Dependents and/or beneficiaries, and defraying the reasonable expenses of administering any plan providing OPEB as provided for in this Trust Agreement.

4.7. Amounts in the OPEB Fund shall in no event be subject to the claims of the Municipality's creditors, general or otherwise. The OPEB Fund shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of the Municipality, or of Retired Employees or their Dependents and/or beneficiaries who are entitled to OPEB.

ARTICLE 5 TRUSTEE

5.1. The Trust shall be administered by the Town Treasurer as having been duly designated the Trustee by vote of the Town in Article 9 of the Fall Town Meeting held October 27, 2020 and shall be Custodian of the OPEB Fund and shall be bonded in any additional amounts necessary to protect assets pursuant to Massachusetts General Laws, c. 32B, §20c and any subsequent amendments.

5.2. Upon retirement from or sooner termination or removal from employment with the Town of Uxbridge or from the position of Treasurer, the position of Trustee shall be deemed vacant.

5.3. In the event the position of Trustee is vacant or the Trustee is otherwise unable to serve, the Municipality shall appoint a Temporary Trustee until the position of Treasurer is filled or the Trustee is able to serve.

5.4. Each future Trustee shall accept in writing the office of Trustee and the terms and conditions of this Trust Agreement.

5.5. Upon leaving office, a Trustee shall promptly and without unreasonable delay, deliver to the Trust's principal office any and all records, documents, or other documents in its possession or under its control belonging to the Trust.

5.6. The Trustee shall be a special municipal employee for purposes of G.L. c.268A and shall be subject to the restrictions and prohibitions set forth therein.

ARTICLE 6 POWERS OF THE TRUSTEE

6.1. The Trustee shall have the general supervision of the management, investment, and re- investment of the OPEB Fund and shall have the power to control and manage the Trust and the OPEB Fund and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary or advisable to administer the Trust and the OPEB Fund or to carry out the purposes of this Trust. In addition to the powers set forth elsewhere in this Trust Agreement, the powers of the Trustee, in connection with their managing and controlling the Trust and the OPEB Fund, shall include, but shall not be limited to, the following:

6.1.1. To enter into an administrative services contract or other contracts with one or more insurance companies, nonprofit hospital, medical or dental service corporations, or with one or more health care organizations or health maintenance organizations, or with one or more third-party administrators or other entities to organize, arrange, or provide for the delivery or payment of health care coverage or services (including dental services), whereby the funds for the payment of claims of eligible persons, including appropriate service charges of the insurance carrier, third party administrator or other intermediary, shall be furnished by the Trustee from the OPEB Fund for the payment by such intermediary to the health care vendors or persons entitled to such payments in accordance with the terms and provisions of said contract.

6.1.2. To purchase contracts of insurance or reinsurance through such broker or brokers as the Trustee may choose and to pay premiums on such policies.

6.1.3. To receive, hold, manage, invest and reinvest all monies which at any time form part of the Trust, whether principal or income, provided however that there shall be no investment directly in mortgages or in collateral loans and further provided that the Trustee shall comply with the provisions of Article 7 of this Trust Agreement, applicable law and any investment policy adopted by the Trustee concerning the investment and management of the OPEB Fund.

6.1.4. To borrow or raise money for the purposes of the Trust, in such amount, and upon such terms and conditions as the Trustee shall deem advisable, subject to applicable law and statutes; and for any sum so borrowed to issue the promissory note of the Trust, and to secure the repayment thereof by creating a security interest in all or any part of the Trust or the OPEB Fund; and no person lending such money shall be obligated to see that the money loaned is applied to Trust purposes or to inquire into the validity, expedience or propriety of any such borrowing. The Trustee is not permitted to loan money from the OPEB Fund.

6.1.5. To hold cash, uninvested, for such length of time as the Trustee may determine without liability for interest thereon.

6.1.6. To employ suitable agents, advisors and counsel as the Trustee may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and counsel, and to charge the expense thereof to the Trust. The Trustee are entitled to rely upon and may act upon the opinion or advice of any attorney approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action

or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in any by-laws adopted by the Trustee.

6.1.7. To hire employees or independent contractors as the Trustee may deem necessary or advisable to render the services required and permitted for the proper operation of the Trust, and to charge the expense thereof to the OPEB Fund.

6.1.8. To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretions, rights and duties conferred or imposed upon the Trustee hereunder, by any by-laws adopted by the Trustee or by applicable law.

6.1.9. To construe and interpret this Trust Agreement and other documents related to the purposes of the Trust.

6.1.10. To maintain bank accounts for the administration of the Trust and the OPEB Fund and to authorize other appropriate persons designated by the Trustee to make payments from any appropriate account for purposes of the Trust.

6.1.11. To receive and review reports of the financial condition and of the receipts and disbursements of the Trust and the OPEB Fund.

6.1.12. To adopt by-laws, investment policies, rules, regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as deemed advisable and appropriate for the proper administration of the Trust, including participation criteria, provided the same are consistent with the terms of this Trust Agreement.

6.1.13. To purchase as a general administrative expense of the Trust so-called directors and officers liability insurance and other insurance for the benefit of the Trust

and/or the protection of the Trustee, Trust officers, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.

6.1.14. To enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration and operation of the Trust and to do all acts as s/he, in her/his discretion, may deem necessary or advisable.

6.1.15. To accept and/or receive gifts, grants, contributions or payments from any source whatsoever but such contributions or payments may not be utilized for any purpose unrelated to the provision of OPEB as herein provided or properly authorized expenses.

6.1.16. To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.

6.1.17. To compromise, settle or arbitrate any claim, debt, or obligation of or against the Trust or OPEB Fund; to enforce or abstain from enforcing any right, claim, debt or obligation, and to abandon any shares of stock, bonds, or other securities, or interests determined by it to be worthless; to prosecute, compromise and defend lawsuits, but without the obligation to do so, all at the risk and expense of the Trust;

6.1.18. To hire one or more consultants, actuaries, accountants, attorneys or other professionals to assist with the administration of the OPEB Fund and to pay such amounts that the Trustee deems to be reasonable, including, without limiting the generality of the foregoing, third party firms to provide legal, tax, accounting and audit services to the Trust.

6.1.19. To serve as custodian with respect to the Trust assets, in accordance with the Act.

6.1.20. To comply with all requirements imposed by applicable provisions of law.

6.1.21. If so authorized in accordance with G.L. c. 32A, §24 and the Act, take all steps necessary to invest the OPEB Fund in the State Retirement Benefits Trust Fund, established in G.L. c. 32A, §24.

6.1.22. To do all acts, whether or not expressly authorized herein, which the Trustee may deem necessary or proper in connection with the administration of the Trust, although the power to do such acts is not specifically set forth herein.

ARTICLE 7
APPROPRIATIONS FROM THE OPEB FUND⁴

7.1. Amounts from the OPEB Fund may be appropriated by a two-thirds vote of the Board of Selectmen to pay the Municipality's share of health insurance benefits for Retired Employees and Dependents and/or beneficiaries upon certification by the Trustee that such amounts are available in the OPEB Fund.

7.2. The Town of Uxbridge Treasurer after consulting with the Board of Selectmen shall determine the amount to be appropriated from the OPEB Fund to the annual budget for retiree health insurance and notify the Trustee of that amount at the earliest possible opportunity in the annual budget cycle.

7.3. Upon the notification described in Section 7.2, the Trustee shall take diligent steps to certify those funds as available for appropriation by the Municipality, or will be available by the time the appropriation would become effective or provide an explanation why the funds are or will not be available or should not be made available.

ARTICLE 8
LIMITATION OF TRUSTEE'S POWERS, DUTIES AND RESPONSIBILITIES

8.1. Nothing contained in the Trust Agreement, either expressly or by implication, shall be deemed to impose any powers, duties or responsibilities on the Trustee other than those set forth in this Trust Agreement.

8.2. The Trustee shall: (a) act in a fiduciary capacity;(b) discharge his/her duties for the primary purpose of enhancing the value of the OPEB Fund; (c) act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise with like character and with like aims; and (d) diversify the investments in the fund to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.

8.3. The Trustee shall have such rights, powers and duties as are provided to a named fiduciary for the investment of assets under ERISA.

8.4. The Trustee shall not be liable for the making, retention or sale of any investment or reinvestment made by the Trustee as herein provided or for any loss to or diminution of the OPEB Fund or for anything done or admitted to be done by the Trustee with respect to the Trust Agreement or the OPEB Fund except as and only to the extent that such action constitutes a violation of the law or gross negligence.

8.5. The Trustee, in his/her discretion, may purchase as an expense of the OPEB Fund such liability insurance for himself/herself or any other fiduciary selected by the Trustee as may be reasonable. The Municipality, in its discretion, also may purchase liability insurance for the Trustee, and as the Municipality may select, for any person or persons who serve in a fiduciary capacity with respect to the Trust.

8.6. The Municipality shall not assume any obligation or responsibility to any person for any act or failure to act of the Trustee, any insurance company, or any beneficiary of the OPEB Fund. The Trustee shall have no obligation or responsibility with respect to any action required by this Trust Agreement to be taken by the Municipality, any insurance company, or any other person, or for the result or the failure of any of the above to act or make any payment or contribution, or to otherwise provide any benefit contemplated by this Trust Agreement.

8.7. Neither the Trustee nor the Municipality shall be obliged to inquire into or be responsible for any action or failure to act on the part of the other. No insurance company shall be a party to this Trust Agreement, for any purpose, or be responsible for the validity of this Trust Agreement, it being intended that such insurance company shall be liable only for the obligations set forth in the policy or contract issued by it.

8.8. The Trustee shall invest and manage Trust assets as a prudent investor would, using the judgment and care under the circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, pursuant to G.L. c.203C.

ARTICLE 9 ACTIONS BY THE TRUSTEE

9.1 The Trustee may exercise any or all of the powers of the Trustee hereunder and may execute any and all instruments.

9.2 The Trustee may, by instrument executed by the Trustee, delegate to any attorney, agent or employee such other powers and duties as they deem advisable, including the power to execute, acknowledged or deliver instruments as fully as the Trustee might themselves and to sign and endorse checks for the account of the Trustee of the Trust.

ARTICLE 10
LIABILITY OF THE TRUSTEE

10.1. The Trustee shall not be personally liable for any mistake of judgment or other action made, taken or omitted by the Trustee in good faith and with the reasonable care typically exercised by trustees of similarly situated trust funds, nor for any action taken or omitted by any agent or employee selected with reasonable care, and the duties and obligations of the Trustee hereunder shall be expressly limited to those imposed upon the Trustee by this Trust Agreement.

10.2. No successor Trustee shall be held responsible for an act or failure of a predecessor Trustee.

10.3. In any civil action brought against the Trustee, acting within the scope of his official duties, the defense or settlement of which is made by legal counsel for the Municipality, the Trustee shall be indemnified from the OPEB Fund for all expenses incurred in the defense thereof and for damages to the same extent as provided for public employees in G.L. c. 258. No Trustee shall be indemnified for expenses in an action or damages awarded in such action in which there is: (a) a breach of fiduciary duty, (b) an act of willful dishonesty, or (c) an intentional violation of law by the Trustee.

ARTICLE 11
TAXES AND EXPENSES

11.1. It is intended that the Trust will be a Code Section 115 trust. As such, it is expected that there will be no income taxes owed by the Trust. To the extent that any taxes are imposed on the Trust, the Trustee shall use the assets of the OPEB Fund to pay for any taxes owed.

11.2. All reasonable costs and expenses of managing and administering the Trust and the OPEB Fund, and reimbursement for reasonable fees incurred through the use of third party vendors

or agents, shall be paid from the OPEB Fund unless the Municipality chooses to pay the expenses directly.

ARTICLE 12 ACCOUNTS

12.1. The Trustee shall keep complete and accurate accounts of all of the Trust's receipts, investments and disbursements under this Trust Agreement. Such records, as well as all other Trust records, shall be retained and made available for public inspection and or copying in accordance with the requirements of the Public Records Law, G.L. c.66, §10 and G.L. c. 4, §7, clause 26th , as amended from time to time, and their implementing regulations. The person or persons designated by the Municipality shall be entitled to inspect such records upon request at any reasonable time.

12.2. The books and records of the Trust shall be audited annually in accordance with accepted accounting practices by an independent auditor, which is an independent public accounting firm within the meaning of the American Institute of Certified Public Accountants' Code of Professional Conduct. The results of the audit shall be provided to the Municipality at the same time as it is presented to the Trustee.

12.3. The OPEB Fund shall be subject to the Commonwealth of Massachusetts Public Employee Retirement Administration Commission's triennial audit.

ARTICLE 13 ANNUAL REPORTS

13.1. The Trustee shall furnish to the Municipality annually by the end of the fiscal year, or more frequently if the Municipality so requests, a statement of account showing the condition of the OPEB Fund and all investments, sales, income, disbursements and expenses of the Trust and the OPEB Fund.

13.2. The Municipality shall comply with the requirements of G.L. c. 32B, §20A with regard to filing reports with the Commonwealth of Massachusetts Public Employee Retirement Administration Commission.

ARTICLE 14 INVESTMENT OF TRUST FUNDS

14.1. The Trustee is hereby authorized and directed to invest and reinvest the amounts in the OPEB Fund not needed for current disbursement, consistent with Section 8.8 above.

ARTICLE 15 CUSTODY OF THE TRUST FUNDS

15.1. The Trustee shall be the custodian of the OPEB Fund and shall be bonded in any additional amounts necessary to protect fund assets pursuant to the Act.

15.2. All funds in the OPEB Fund shall be accounted for and reported separately from all other funds of the Municipality.

15.3. The Trustee shall establish one or more checking accounts, which may be interest bearing or non-interest bearing accounts. Such checking account or accounts shall be funded solely from the OPEB Fund, and the Trustee may draw on such checking accounts for the payment of OPEB and for the administrative expenses of the Trust.

15.4. The Trustee, pursuant to Article 9 of the October 27, 2020 Fall Town Meeting may employ an outside custodial service to maintain custody of the Trust Funds. All funds in the OPEB Fund shall be accounted for separately from all other funds of the Town.

ARTICLE 16 TERMINATION OF TRUST

16.1. The Trust shall continue unless and until terminated pursuant to law or by an instrument in writing signed by the Trustee, provided, however, that continuance of the Trust shall not be deemed to be a contractual obligation of the Municipality.

16.2. Upon termination of the Trust, subject to the payment of or making provision for the payment of all obligations and liabilities of the Trust and the Trustee, the net assets of the Trust shall be transferred to the Municipality and held by the Town Treasurer to be used exclusively for providing OPEB to Retired Employees and their Dependents and/or beneficiaries and for no other purpose.

16.3. The powers of the Trustee shall continue until the affairs of the Trust are concluded.

ARTICLE 17 AMENDMENTS

17.1. The Trust may only be amended as set forth herein. The Municipality may amend the Trust at any time as may be necessary to comply with the requirements for tax exemption under Section 115 of the Code, to conform the Trust to the laws of the Commonwealth of Massachusetts and to meet the standards set forth in GASB statements concerning OPEB trust funds to be treated as funded through a qualifying trust or equivalent arrangement.

17.2. This Trust Agreement may be amended, but not revoked, from time to time by the Municipality, subject to the following limitations:

17.2.1. The assets of the Trust may not be used for or diverted to any other purposes prior to satisfaction of the Municipality's OPEB obligations, and reasonable expenses of administering the Trust.

17.2.2. The duties and liabilities of the Trustee cannot be changed substantially without his/her written consent.

17.3 Any amendment to this Trust Agreement shall be executed in writing.

**ARTICLE 18
MERGER**

18.1. The Municipality may provide for the merger of the Trust with one or more other trusts established by the Municipality or other government entities for similar purposes as may be provided by law.

**ARTICLE 19
SEVERABILITY OF INVALID PROVISIONS**

19.1. If any provision of this Trust Agreement is determined invalid, illegal, or unenforceable for any reason, then the provision shall be severed from the remaining provisions of the Trust Agreement and the remaining parts of the Trust Agreement shall be construed to give the maximum practical effect to the purposes stated herein, as if the invalid, illegal, or unenforceable provision was never a part.

**ARTICLE 20
MISCELLANEOUS**

20.1. This Trust Agreement shall be interpreted, construed and enforced, and the Trust hereby created shall be administered in accordance with and governed by the laws of the United States and of the Commonwealth of Massachusetts.

20.2. The titles to Articles of this Trust Agreement are placed herein for convenience of reference only, and the Trust Agreement is not to be construed by reference thereto.

20.3. No person shall be obliged to see to the application of any money paid or property delivered to the Trustee, or as to whether or not the Trustee has acted pursuant to any authorization herein required, or as to the terms of this Trust Agreement. In general, each person dealing with the Trustee may act upon any advice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and shall not be liable to any person in so doing. The certification

of the Trustee that s/he are acting in accordance with this Trust Agreement shall be conclusive in favor of any person relying thereon.

20.4. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart, which counterparts may be executed and/or transmitted electronically via facsimile, email of a portable document format (PDF), or other electronic means.

20.5. Until advised to the contrary, the Trustee may assume this Trust is entitled to exemption from taxation under Section 115 of the Internal Revenue Code of 1986 or under any comparable section or sections of future legislation that amend, supplement or supersede one or both of those sections of the Internal Revenue Code.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Trustee hereto has caused this Declaration of Trust to be executed in her or his name as of the day and year first above written.

Lisa M Troast, Treasurer Town of Uxbridge, serving as Custodian of the Town of Uxbridge OPEB Trust Fund and as Trustee pursuant to a vote of the Uxbridge Special Town Meeting October 27, 2020 (Article 9).

Date: _____

Witnessed By:

Town Manager

Steven Sette

Board of Selectmen:

Property Address: 145 Hecla Street, Uxbridge, MA (WORCESTER COUNTY)

GRANT OF EASEMENT

TOWN OF UXBRIDGE, a municipal corporation having an address of 21 South Main Street, Uxbridge, Massachusetts (hereinafter referred to as the Grantor), for consideration of One (\$1.00) Dollar, grants to MASSACHUSETTS ELECTRIC COMPANY, a Massachusetts corporation, having an address of 40 Sylvan Road, Waltham, Massachusetts 02451, and VERIZON NEW ENGLAND, INC., a New York corporation, having a local address of 125 High Street – Oliver Tower, 07 Floor, Boston, MA 02110 (hereinafter referred to as the Grantees) with quitclaim covenants, the perpetual right and easement to construct, reconstruct, repair, maintain, operate and patrol, for the transmission of high and low voltage electric current and for the transmission of intelligence and telephone use, lines to consist of, but not limited to, eight (8) poles, (which may be erected at different times) with wires and cables installed thereon, and all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances (hereinafter referred to as the "OVERHEAD SYSTEM") over, across, under and upon the Grantor’s land in Uxbridge, Worcester County, Massachusetts, to serve Grantor’s property and others.

Said "OVERHEAD SYSTEM" is to be installed on Grantor’s property, which is located on the westerly side of Hecla Street, to originate from Pole P26, which is located on the westerly side of Hecla Street, then proceed in a southwesterly by westerly by northeasterly direction over, across and upon land of the Grantor to Poles P26-1, P26-2, P26-89, P26-3, P26-4, P26-5, P26-6 and P26-61, to become established by and upon the final installation thereof by the Grantees.

Also with the further perpetual right and easement from time to time without further payment therefore to pass and repass over, across and upon said land of the Grantor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate and patrol and otherwise change said "OVERHEAD SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantees, their successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the "OVERHEAD SYSTEM" is specifically located of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may, in the opinion and judgment of the Grantees, interfere with the efficient and safe operation and maintenance of the "OVERHEAD SYSTEM".

WR26053227

Address of Grantee:
Mass. El., 40 Sylvan Road, Waltham, Massachusetts 02451
Verizon, 125 High Street – Oliver Tower, 07 Floor, Boston, MA 02110

After recording return to:
Jennifer A. Killion
National Grid
Service Company, Inc.
245 South Main Street
Hopedale, MA 01747

It is agreed that the "OVERHEAD SYSTEM" shall remain the property of the Grantees, their successors and assigns, and that the Grantees, their successors and assigns, shall pay all taxes assessed thereon. Grantor agrees that the rights and easement herein granted are for the purpose of providing service to Grantor's property and the further right to service others from said "OVERHEAD SYSTEM". The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantees, for themselves, their successors and assigns, that this Grant of Easement and the location of the Overhead System may not be changed or modified without the written consent of the Grantees, their successors and assigns, which consent may be withheld by the Grantees in their sole discretion. The rights and easement herein granted are over, across and upon a certain parcel of land being more particularly identified as Parcel ID: 25-2378 on the Town of Uxbridge Assessors Map, filed with the Town of Uxbridge Assessors Office.

And further, said "OVERHEAD SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Grantor) is approximately shown on a MECO sketch entitled: "national**grid**; Owner(s): Town of Uxbridge, Massachusetts; Address: 145 Hecla Street, Uxbridge, MA; Sketch to accompany easement for the installation of 1 SO Pole and anchor. Drawn By: Michael Fraser; Date: 3/12/2020; Work Request Number: 26053227," a reduced copy of said sketch is attached hereto as "Exhibit A" and recorded herewith, copies of which are in the possession of the Grantor and Grantees herein, but the final definitive locations of said "OVERHEAD SYSTEM" shall become established by and upon the installation and erection thereof by the Grantees.

For Grantor's title, see Notice of Disposal of Tax Lien Case dated April 16, 1945, recorded with the Worcester District Registry of Deeds in Book 2951, Page 332.

IN WITNESS WHEREOF, the TOWN OF UXBRIDGE, acting by and through its Board of Selectmen, being thereunto duly authorized have executed this easement as of this _____ day of _____, 2020.

TOWN OF UXBRIDGE, acting by
and through its Board of Selectmen

By: Brian Butler
Its: Chair

By: Jeffrey Shaw
Its: Vice Chair

By: Stephen Mandile
Its: Member

By: Susan Franz
Its: Member

By: Brian Plasko
Its: Clerk

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, _____, before me,
Day Month Year

_____ the undersigned Notary Public,
Name of Notary Public

personally appeared Brian Butler, Jeffrey Shaw, Stephen Mandile, Susan Franz and Brian Plasko,

Name(s) of Signer(s)

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

_____,
Description of Evidence of Identity

to be the persons whose names are signed on the preceding Grant of Easement, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as the Board of Selectmen of the Town of Uxbridge.

Signature of Notary Public

Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

TOWN OF UXBRIDGE

TO

MASSACHUSETTS ELECTRIC
COMPANY
AND
VERIZON NEW ENGLAND INC

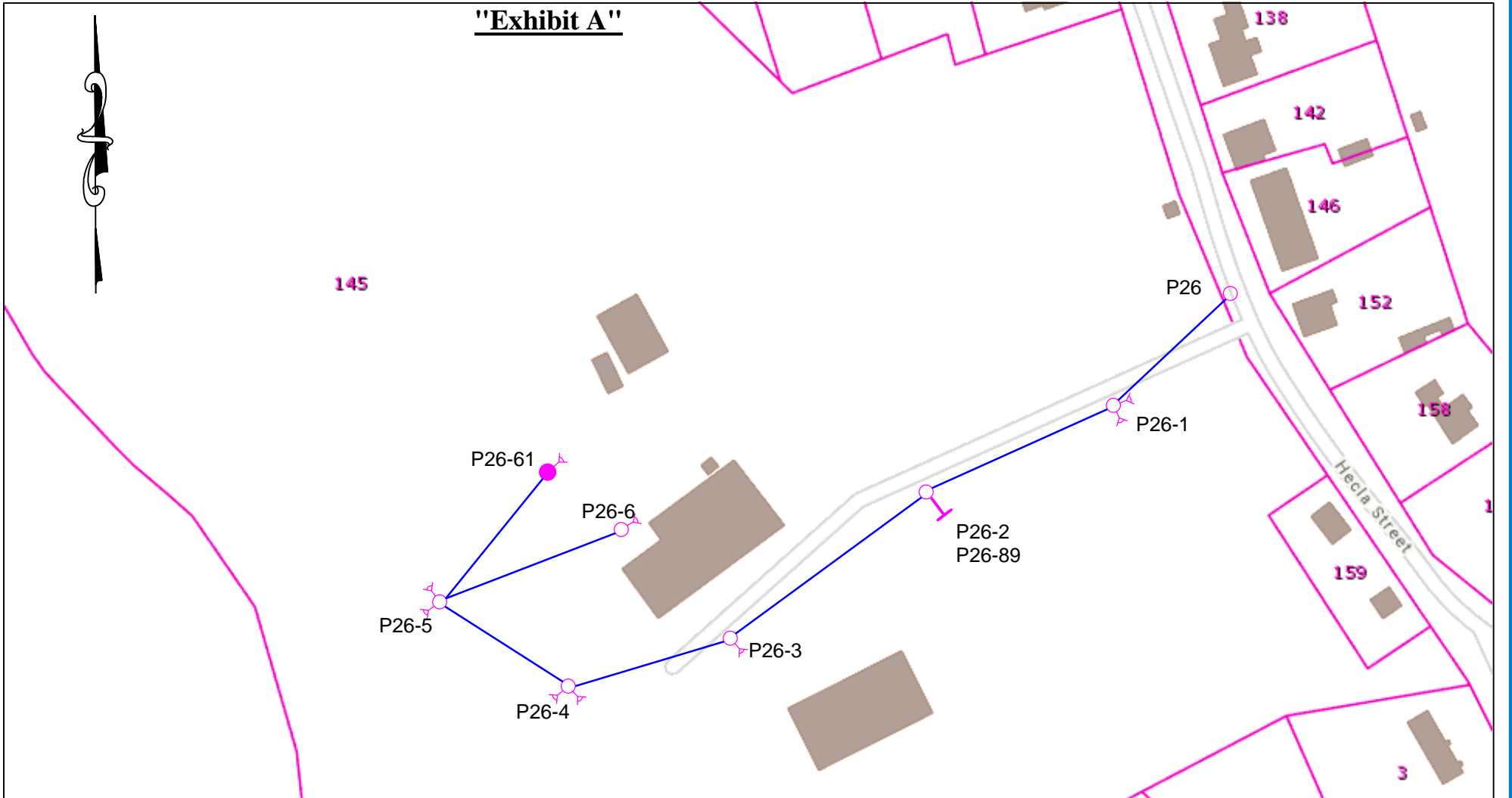
GRANT OF EASEMENT

AFTER RECORDING RETURN TO:

JENNIFER A. KILLION
NATIONAL GRID
SERVICE COMPANY, INC.
245 SOUTH MAIN STREET
HOPEDALE, MA 01747

Approved By: _____

"Exhibit A"



nationalgrid

LEGEND	Owner(s): Town of Uxbridge, Massachusetts	Address: 145 Hecla Street Uxbridge, MA
	<p>Sketch to accompany the easement for the installation of 1 SO Pole and anchor.</p>	
<ul style="list-style-type: none"> ● Proposed SO Pole ○ Existing JO Pole ⚓ Anchor/Guy ├ Pushbrace Pole 	Distances are Approximate 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.	
<p><u>Overhead Wires</u></p>	Drawn By: Michael Fraser Date: 3/12/2020 Work Request Number 26053227	

ZONING DISTRICTS								
USE	R-A	R-B	R-C	A	B	IA	IB	MTMC
SECTION C. Agricultural Uses								
Farm, truck garden, nursery, or greenhouse with less than five (5) acres	ZBA	ZBA	ZBA	Y	PB	PB	PB	N
Farm, truck garden, nursery, greenhouse or other agricultural or horticultural use.	N	N	N	Y	PB	PB	PB	N
Non-exempt agricultural use	ZBA	ZBA	N	ZBA	Y	N	N	N
SECTION D. Commercial Uses								
Adult entertainment establishment	N	N	N	N	N	PB	PB	N
Airport or landing field, commercial	N	N	N	N	N	N	N	N
Animal clinic or hospital	N	N	N	Y	PB	PB	PB	N
Bank, financial agency	N	N	N	N	Y	Y	Y	Y
Bed and breakfast establishment	ZBA	ZBA	N	N	N	N	N	N
Billboards, including any sign of more than forty (40) square feet	N	N	N	N	N	N	N	N
Boarding house	ZBA	N	N	N	N	N	N	N
Business or professional office, including medical	ZBA	N	N	N	Y	Y	Y	Y
Commercial recreation (I)	N	N	N	N	Y	Y	Y	Y
Commercial recreation (O)	N	N	N	Y	PB	PB	PB	Y
Funeral home	ZBA	ZBA	ZBA	N	PB	N	N	N
Garaging and maintaining more than three (3) automobiles of the passenger type	ZBA	N	ZBA	N	ZBA	ZBA	ZBA	N
Gasoline or filling station	N	N	N	N	ZBA	ZBA	ZBA	N
Hotel or motel located on a tract of land at least two (2) acres in area and at least one hundred-fifty (150) feet from any permanent residential building	N	N	N	Y	Y	Y	Y	Y
Laundry or laundromat; dry cleaning establishment	N	N	N	N	ZBA	ZBA	ZBA	N
Life Science and/or Life Science Technology	N	N	N	N	Y	Y	Y	Y
Marijuana establishment (R)	N	N	N	Y	N	Y	N	Y
Marijuana establishment (C/P)	N	N	N	Y	N	Y	Y	Y
Medical marijuana treatment center	N	N	N	Y	N	N	Y	N
Nursing or convalescent home; home for the aged	ZBA	ZBA	ZBA	N	N	N	N	Y

ZONING DISTRICTS								
USE	R-A	R-B	R-C	A	B	IA	IB	MTMC
SECTION D. Commercial Uses continued								
Personal service establishment	N	N	N	N	Y	Y	Y	N
Private club, nonprofit	ZBA	ZBA	N	ZBA	N	N	N	N
Private stable, nonprofit	ZBA	ZBA	ZBA	ZBA	N	N	N	N
Racetrack	N	N	N	N	N	N	N	N
Restaurant; diner	ZBA	N	N	Y	Y	Y	Y	Y
Retail stores and/or services	ZBA	N	N	N	Y	Y	Y	Y
Shopping center	N	N	N	N	Y	Y	Y	Y
SECTION E. Industrial Uses								
Blacksmith shop; farrier	N	N	N	PB	PB	PB	PB	N
Contractor's yard	N	N	N	PB	PB	PB	PB	N
Earth Removal	ZBA	ZBA	ZBA	PB	PB	PB	PB	N
Electrical generating facilities/cogeneration facilities with a capacity of three hundred-fifty (350) megawatts or less on a minimum site are of fifteen (15) acres using natural gas, renewable and ultra-low sulfur fuels, or wind.	N	N	N	N	N	PB	PB	PB
Electrical generating facility; cogeneration facility with a capacity of more than three hundred-fifty (350) megawatts.	N	N	N	N	N	N	N	N
Junkyard or automobile graveyard	N	N	N	N	N	N	N	N
Lumber	N	N	N	N	PB	PB	PB	PB
Fuel or ice establishment	N	N	N	N	PB	PB	PB	PB
Manufacture, storage, transportation or disposal of hazardous material	N	N	N	N	N	N	N	N
Manufacturing establishment	N	N	N	N	PB	PB	PB	Y
Renewable or Alternative Energy research and development facilities	N	N	N	N	N	Y	Y	Y
Renewable or Alternative Energy manufacturing facilities	N	N	N	N	PB	Y	Y	Y
Solar Photoactive ground mounted solar farm	N	PB	PB	PB	PB	PB	PB	N
Stone mason yard	N	N	N	N	N	PB	PB	N

ZONING DISTRICTS								
USE	R-A	R-B	R-C	A	B	IA	IB	MTMC
Warehouse and/or distribution	N	N	N	N	PB	Y	Y	Y
SECTION F. Other Uses								
Airport or landing field, noncommercial	N	N	N	Y	N	N	N	N
Cemetery or crematory, nonprofit (not religious)	ZBA	ZBA	ZBA	ZBA	N	N	N	N
Cemetery or crematory, religious	Y	Y	Y	Y	Y	Y	Y	Y
Penitentiary	N	N	N	N	N	N	N	N
Section G. Accessory Uses								
Home occupation	Y	Y	Y	Y	N	N	N	N
Juice bar, as an accessory use to a private club, restaurant or country club	N	N	N	ZBA	N	N	N	N
Retail trade or shop for manufacturing articles incidental to and as an accessory use to a retail business	ZBA	N	N	N	Y	Y	Y	N

Key

Y = Permitted

N = Not permitted

ZBA = Permitted by Special Permit granted by the Zoning Board of Appeals

PB = Permitted by special permit Special Permit granted by the Planning Board

BI = Permitted following approval by the Building Inspector.

R = Retail

C/P = Cultivation and Production

Additional Limitations

The use, production, manufacture, or storage of Recombinant DNA is prohibited without first obtaining a PERMIT issued by the Board of Health.

The allowance of restaurant/diner, retail stores and or services, business or professional office, including medical, and retail trade or shop for manufacturing articles incidental as an accessory use to a retail business, as may be permitted by the ZBA, is hereby limited to structures with a total finished area in excess of twenty-thousand (20,000) square feet.

APPENDIX B
TABLE OF DIMENSIONAL REQUIREMENTS

ZONING DISTRICT	MINIMUM LOT SIZE SQ. FT.	SETBACKS PRINCIPAL USE			SETBACKS DETACHED GARAGE OR ACCESSORY USE			FRONTAGE		HEIGHT	
		Front ¹ (feet)	Side (feet)	Rear (feet)	Front ² (feet)	Side (feet)	Rear (feet)	Interior Lot (feet)	Corner Lot (feet)	Maximum Height ⁴ (feet)	Maximum Number of Stories
R-A	20,000 ³	30	25	30	65	5	5	125	140	35	3.5
R-B	43,560 (1Acre)	30	25	30	65	5	5	185	200	35	3.5
R-C	43,560 (1Acre)	40	30	Lesser of 40 ft. or 25% of lot depth, if at least 30 ft.	75	10	10	200	200	35	3.5
A	87,120 (2 Acres)	40	30	Lesser of 40 ft. or 25% of lot depth if at least 30 ft.	75	10	10	300	300	35	3.5
B	15,000	30	25	30	65	5	5	125	140	60	4.5
I-A	30,000	30	30	20	30	30	20	175	200	60	4.5
I-B	30,000	30	30	20	30	30	20	175	200	60	4.5
MTMC	87,120 (2A)	40	40	40	40	40	40	300	300	60	4.5

¹ In the case of a corner lot, the frontage requirement applies to either street.

² See Footnote 1 (**above**).

³ Plus for an Apartment House, 8,000 square feet per additional unit over **one** (1) up to four (4) apartment units per lot.

⁴ Maximum height does not include roof mounted building infrastructure or apparatus such as heating and cooling units, heating and cooling ducts and pipes, air exchangers, antennae, etc.



MAURA HEALEY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
CENTRAL MASSACHUSETTS DIVISION
10 MECHANIC STREET, SUITE 301
WORCESTER, MA 01608

(508) 792-7600
(508) 795-1991 fax
www.mass.gov/ago

January 21, 2020

Kelly Cote, Town Clerk
Town of Uxbridge
21 South Main Street
Uxbridge, MA 01569

**Re: Uxbridge Special Town Meeting of October 22, 2019 -- Case # 9627
Warrant Article # 1 (Zoning)**

Dear Ms. Cote:

Article 1 - Except for that portion of the Town’s Table of Use Regulations that prohibits religious uses in the new Multi-Town Mixed Commerce zoning district (**See Disapproval # 1 of 1 on pages 1-2**), we approve Article 1, and the map pertaining to it, from the October 22, 2019, Uxbridge Special Town Meeting. We will return the approved map to you by regular mail. Our comments on Article 1 are provided below.

Article 1 amends the Town’s zoning by-laws to add a new by-law Section 400-42, “Multi-Town Mixed Commerce (MTMC).” The new Section 400-42 creates a new zoning district to allow a mix of retail, commercial, and industrial uses on parcels that share a border with similar parcels in an abutting community that collaborates with Uxbridge on economic development efforts. See Section 400-42 (A) “Purpose.” Article 1 also amends the Town’s “Table of Use Regulations” (“Table”) to provide for the uses that are allowed as of right, allowed by special permit, or prohibited in the MTMC district. We offer the following comments on the amendments to the Table.

I. Religious Uses

Article 1 proposes to amend the Table to prohibit religious uses in the new MTMC district. As indicated below in bold and underline, we disapprove and delete the portion of the Table prohibiting religious uses in the new MTMC because it conflicts with G.L. c. 40A, § 3 (**Disapproval # 1 of 1**):

	R-A	R-B	R-C	A	B	IA	IB	MTMC
Use of land or structures for religious purposes	Y	Y	Y	Y	Y	Y	Y	<u>N</u>

General Laws Chapter 40A, Section 3 provides that a Town cannot “prohibit, regulate or restrict the use of land or structures for religious purposes...,” as follows:

No zoning . . . by-law shall prohibit, regulate or restrict the use of land or structures for religious purposes or for educational purposes on land owned or leased by the commonwealth or any of its agencies, subdivisions or bodies politic or by a religious sect or denomination, or by a nonprofit educational corporation; provided, however, that such land or structures may be subject to reasonable regulations concerning the bulk and height of structures and determining yard sizes, lot area, setbacks, open space, parking and building coverage requirements

The Town’s proposal to amend the Table to prohibit religious uses in the new MTMC district violates G.L. c. 40A, § 3. For this reason, we disapprove and delete this portion of the Table, as reflected above in bold and underline above.

2. Agricultural Uses

Article 1 amends the Table to prohibit agricultural uses on land greater than five acres in the new MTMC as follow:

	R-A	R-B	R-C	A	B	IA	IB	MTMC
Use of land for the primary purpose of agriculture, horticulture, floriculture, or viticulture on a parcel that is more than five (5) acres in area	Y	Y	Y	Y	Y	Y	Y	N

General Laws Chapter 40A, Section 3, provides exemption from local zoning by-laws for certain agricultural uses and provides in relevant part as follows:

No zoning . . . by-law . . . shall . . . prohibit, unreasonably regulate, or require a special permit for the use of land for the primary purpose of commercial agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture, nor prohibit, unreasonably regulate or require a special permit for the use, expansion, reconstruction or construction of structures thereon for the primary purpose of commercial agriculture, aquaculture, silviculture, horticulture, floriculture or viticulture, including those facilities for the sale of produce, wine and dairy products.....

General Laws Chapter 128, Section 1A, defines agricultures and provides in pertinent part as follows:

“Farming” or “agriculture” shall include farming in all of its branches and the cultivation and tillage of the soil, dairying, the production, cultivation, growing and harvesting of any agricultural, aquacultural, floricultural or horticultural commodities, the growing and harvesting of forest products upon forest land, the raising of livestock including horses, the keeping of horses as a commercial enterprise, the keeping and raising of poultry, swine, cattle and other domesticated animals used for food purposes, bees, fur-bearing animals, and any forestry or lumbering operations, performed by a farmer, who is hereby defined as one engaged in agriculture or farming as herein defined, or on a farm as an incident to or

in conjunction with such farming operations, including preparations for market, delivery to storage or to market or to carriers for transportation to market.

These statutes together establish that, to the extent the use of land or structures constitutes *commercial* agriculture, the Town cannot require a special permit for, unreasonably regulate, or prohibit such activities: (1) on land zoned for agriculture; (2) on land that is greater than five acres in size; and (3) on land of 2 acres or more if the sale of products from the agricultural use generates \$1,000 per acre or more of gross sales.

Under Article 1, the Town amends the Table to prohibit the “[u]se of land for the primary purpose of agriculture . . . on a parcel that is more than five (5) acres in area” in the new MTMC district. However, the use of land or structures for *commercial* agriculture on land that is greater than five acres in size enjoys the protections accorded to agriculture under G.L. c. 40A, § 3. In such instances it would be inconsistent with state law to prohibit, unreasonably regulate or require a special permit for such use. Therefore, the Town must apply this portion of the Table in a manner consistent with the protections given to commercial agriculture under G.L. c. 40A, § 3. The Town should consult with Town Counsel with any questions on this issue.

3. Aviation Related Uses

As amended by Article 1, commercial and noncommercial airports and land fields are prohibited in the new MTMC district. *See* Table, Section D, “Commercial Uses” and Section F, “Other Uses.” The Town must apply these prohibitions on aviation related uses consistent with the authority given to MassDOT under G.L. c. 90, § 39B.

General Laws Chapter 90, Section 39B, requires MassDOT review and approval of local laws that regulate “the use and operation of aircraft.” However, local laws that regulate only the use of land and affect only private non-commercial restricted landing areas (PRLAs), do not require MassDOT approval. *See Roma v. Board of Appeals of Rockport*, 478 Mass. 580, 592 n. 9 (2018) (“Nothing in this opinion is intended to disturb either the notice and safety requirements for noncommercial private restricted landing areas mandated under G. L. c. 90, § 39B, fourth par., or the continuing authority of the division under the aeronautics code over aircraft landing areas that do not fall within the narrow definition of a noncommercial private restricted landing area.”). The Town may wish to discuss with Town Counsel the application of the *Roma* decision to the by-law’s prohibition on aviation related uses in the new MTMC as well as whether the prohibition needs approval from MassDOT before it becomes effective.¹

4. Cemeteries

As amended by Article 1, nonprofit cemeteries and crematories are prohibited in the new MTMC. *See* Table, Section F, “Other Uses.” The Town should consult closely with Town Counsel when applying this portion of the Table to any religious cemetery protected by the Dover

¹ MassDOT’s Aeronautics Division contact information is: Tracy W. Klay, Deputy General Counsel, MassDOT and MBTA, 10 Park Plaza, Room 7760, Boston, MA 02116, and at: Tracy.Klay@state.ma.us.

Amendment, G. L. c. 40A, §3, ¶ 2 and/or the federal Religious Land Use & Institutionalized Persons Act, 42 U.S.C. §§ 2000cc et seq. ("RLUIPA").

The protections of the Dover Amendment govern the application of this section of the Table to a protected religious use. The Dover Amendment was first adopted in 1950 in response to a Dover by-law that prohibited educational uses in a residential district. See The Bible Speaks v. Board of Appeals of Lenox, 8 Mass. App. Ct. 19, 27, n. 10 (1979). Under the current version of the Dover Amendment, G.L. c. 40A, § 3, ¶ 2, a town may not "prohibit, regulate or restrict the use of land or structures for religious purposes or for educational purposes...provided, however, that such land or structures may be subject to reasonable regulations concerning the bulk and height of structures and determining yard sizes, lot area, setbacks, open space, parking and building coverage requirements." G.L. c. 40A, § 3, ¶ 2. The statute thus prevents towns from adopting or implementing zoning by-laws prohibiting religious uses. However, a town may adopt reasonable regulations in the eight allowable areas (bulk and height of structures and determining yard sizes lot area, setbacks, open space, parking and building coverage requirements). "The whole of the Dover Amendment, as it presently stands, seeks to strike a balance between preventing local discrimination against (religious and educational uses) and honoring legitimate municipal concerns that typically find expression in local zoning laws." Trustees of Tufts College v. Medford, 415 Mass. 753, 757 (1993).

The reasonableness of a local zoning by-law, as applied to a proposed religious use, will depend on the facts of each case. But it is clear that, in light of the Dover Amendment, a town may not prohibit a religious use through its zoning by-law, and may not apply regulations against a religious use in a way that would nullify the protections of G.L. c. 40A, § 3. See The Bible Speaks, 8 Mass. App. Ct. at 33 (invalidating a by-law on the basis that it "would enable the board to exercise its preferences as to what kind of educational or religious denominations it will welcome, the very kind of restrictive attitude which the Dover Amendment was intended to foreclose.")

Applying the by-law to a religious cemetery may well also violate the federal Religious Land Use & Institutionalized Persons Act, 42 U.S.C. §§ 2000cc *et seq.* ("RLUIPA"), in that requiring special permit approval for such a use may "impose[] a substantial burden on the religious exercise" of a religious group without advancing a compelling governmental interest. See, e.g., Garu Nanak Sikh Society of Yuba City v. County of Sutter, 456 F.3d 978 (9th Cir. 2006) (county board of supervisors violated RLUIPA in denying religious organization's application for conditional use permit to build Sikh temple on land that was zoned agricultural). The Town should consult with Town Counsel with any questions on this issue.

Note: Pursuant to G.L. c. 40, § 32, neither general nor zoning by-laws take effect unless the Town has first satisfied the posting/publishing requirements of that statute. Once this statutory duty is fulfilled, (1) general by-laws and amendments take effect on the date these posting and publishing requirements are satisfied unless a later effective date is prescribed in the by-law, and (2) zoning by-laws and amendments are deemed to have taken effect from the date they were approved by the Town Meeting, unless a later effective date is prescribed in the by-law.

Very truly yours,

MAURA HEALEY
ATTORNEY GENERAL

Kelli E. Gunagan

By: Kelli E. Gunagan
Assistant Attorney General
Municipal Law Unit
10 Mechanic Street, Suite 301
Worcester, MA 01608
(508) 792-7600

cc: Town Counsel Jason R. Talerman

TABLE A
TABLE OF USE REGULATIONS

ZONING DISTRICTS								
USE	R-A	R-B	R-C	A	B	IA	IB	MTMC
SECTION A. Residential Uses								
Apartment house	Y	N	N	N	N	N	N	N
Conservation Design Development	N	N	N	PB	N	N	N	N
Open Space Development	PB	PB	N	N	N	N	N	N
Single family dwelling	Y	Y	Y	Y	N	N	N	N
Townhouse development	PB	N	N	N	N	N	N	N
Two-family/duplex dwelling	Y	Y	N	N	N	N	N	N
SECTION B. Exempt and Institutional Uses								
Child care facility	Y	Y	Y	Y	Y	Y	Y	Y
Educational use, non-exempt	ZBA	ZBA	ZBA	N	N	N	N	Y
Essential services	Y	Y	Y	Y	Y	Y	Y	Y
Facility for the sale of produce, wine, and dairy products, provided that during the months of June, July, August and September of every year, or during the harvest season of the primary crop, the majority of such products for sale, based on either gross sales dollars or volume, have been produced by the owner of the land containing more than five acres in area on which the facility is located.	Y	Y	Y	Y	Y	Y	Y	N
Hospital or other medical institution	ZBA	ZBA	ZBA	N	PB	PB	PB	N
Municipal facility	Y	Y	Y	Y	Y	Y	Y	N
Use of land for the primary purpose of agriculture, horticulture, floriculture, or viticulture on a parcel that is more than five (5) acres in area.	Y	Y	Y	Y	Y	Y	Y	N <u>Y</u> ←
Use of land for educational purposes on land owned or leased by the Commonwealth or any of its agencies, subdivisions, or bodies politic or by a religious sect or denomination, or by a nonprofit educational corporation	Y	Y	Y	Y	Y	Y	Y	Y
Use of land or structures for religious purposes	Y	Y	Y	Y	Y	Y	Y	N <u>Y</u> ←

ZONING DISTRICTS								
USE	R-A	R-B	R-C	A	B	IA	IB	MTMC
SECTION C. Agricultural Uses								
Farm, truck garden, nursery, or greenhouse with less than five (5) acres	ZBA	ZBA	ZBA	Y	PB	PB	PB	N
Farm, truck garden, nursery, greenhouse or other agricultural or horticultural use.	N	N	N	Y	PB	PB	PB	N
Non-exempt agricultural use	ZBA	ZBA	N	ZBA	N Y	N	N	N
SECTION D. Commercial Uses								
Adult entertainment establishment	N	N	N	N	N	PB	PB	N
Airport or landing field, commercial	N	N	N	N	N	N	N	N
Animal clinic or hospital	N	N	N	Y	PB	PB	PB	N
Bank, financial agency	N	N	N	N	Y	Y	Y	Y
Bed and breakfast establishment	ZBA	ZBA	N	N	N	N	N	N
Billboards, including any sign of more than forty (40) square feet	N	N	N	N	N	N	N	N
Boarding house	ZBA	N	N	N	N	N	N	N
Business or professional office, including medical	ZBA	N	N	N	Y	Y	Y	Y
Commercial recreation (I)	N	N	N	N	Y	Y	Y	Y
Commercial recreation (O)	N	N	N	Y	PB	PB	PB	Y
Funeral home	ZBA	ZBA	ZBA	N	PB	N	N	N
Garaging and maintaining more than three (3) automobiles of the passenger type	ZBA	N	ZBA	N	ZBA	ZBA	ZBA	N
Gasoline or filling station	N	N	N	N	PB ZBA	PB ZBA	PB ZBA	N
Hotel or motel located on a tract of land at least two (2) acres in area and at least one hundred-fifty (150) feet from any permanent residential building	N	N	N	Y	Y	Y	Y	Y
Laundry or laundromat; dry cleaning establishment	N	N	N	N	PB ZBA	PB ZBA	PB ZBA	N
Life Science and/or Life Science Technology	N	N	N	N	Y	Y	Y	Y
Marijuana establishment (R)	N	N	N	Y	N	Y	N	Y
Marijuana establishment (C/P)	N	N	N	Y	N	Y	Y	Y
Medical marijuana treatment center	N	N	N	Y	N	N	Y	N
Nursing or convalescent home; home for the aged	ZBA	ZBA	ZBA	N	N	N	N	Y



ZONING DISTRICTS								
USE	R-A	R-B	R-C	A	B	IA	IB	MTMC
SECTION D. Commercial Uses continued								
Personal service establishment	N	N	N	N	Y	Y	Y	N
Private club, nonprofit	ZBA	ZBA	N	ZBA	N	N	N	N
Private stable, nonprofit	ZBA	ZBA	ZBA	ZBA	N	N	N	N
Racetrack	N	N	N	N	N	N	N	N
Restaurant; diner	ZBA	N	N	Y	Y	Y	Y	Y
Retail stores and/or services	ZBA	N	N	N	Y	Y	Y	Y
Shopping center	N	N	N	N	Y	Y	Y	Y
SECTION E. Industrial Uses								
Blacksmith shop; farrier	N	N	N	PB	PB	PB	PB	N
Contractor's yard	N	N	N	PB	PB	PB	PB	N
Earth Removal	ZBA	ZBA	ZBA	B PB	PB	PB	PB	N
Electrical generating facilities/ <u>cogeneration facilities</u> with a capacity of three hundred-fifty (350) megawatts or less on a minimum site are of fifteen (15) acres using natural gas, renewable and ultra-low sulfur fuels, <u>or</u> wind.	N	N	N	N	N	PB	PB	PB
Electrical generating facility; <u>cogeneration facility with a capacity of more than three hundred-fifty (350) megawatts.</u>	N	N	N	N	N	N	N	N
Junkyard or automobile graveyard	N	N	N	N	N	N	N	N
Lumber	N	N	N	N	PB	PB	PB	PB
Fuel or ice establishment	N	N	N	N	PB	PB	PB	PB
Manufacture, storage, transportation or disposal of hazardous material	N	N	N	N	N	N	N	N
Manufacturing establishment	N	N	N	N	PB	PB	PB	Y
Renewable or Alternative Energy research and development facilities	N	N	N	N	N	Y	Y	Y
Renewable or Alternative Energy manufacturing facilities	N	N	N	N	PB	Y	Y	Y
Solar Photoactive ground mounted solar farm	N	PB	PB	PB	PB	PB	PB	N
Stone mason yard	N	N	N	N	N	PB	PB	N



ZONING DISTRICTS								
USE	R-A	R-B	R-C	A	B	IA	IB	MTMC
Warehouse and/or distribution	N	N	N	N	PB	Y	Y	Y
SECTION F. Other Uses								
Airport or landing field, noncommercial	N	N	N	Y	N	N	N	N
Cemetery or crematory, nonprofit (not religious)	ZBA	ZBA	ZBA	ZBA	N	N	N	N
Cemetery or crematory, religious	Y	Y	Y	Y	Y	Y	Y	Y
Penitentiary	N	N	N	N	N	N	N	N
Section G. Accessory Uses								
Home occupation	Y	Y	Y	Y	N	N	N	N
Juice bar, as an accessory use to a private club, restaurant or country club	N	N	N	ZBA	N	N	N	N
Retail trade or shop for manufacturing articles incidental to and as an accessory use to a retail business	ZBA	N	N	N	Y	Y	Y	N



Key

Y = Permitted

N = Not permitted

ZBA = Permitted by Special Permit granted by the Zoning Board of Appeals

PB = Permitted by special permit Special Permit granted by the Planning Board

BI = Permitted following approval by the Building Inspector.

R = Retail









C/P = Cultivation and Production

Additional Limitations

The use, production, manufacture, or storage of Recombinant DNA is prohibited without first obtaining a PERMIT issued by the Board of Health.

The allowance of restaurant/diner, retail stores and or services, business or professional office, including medical, and retail trade or shop for manufacturing articles incidental as an accessory use to a retail business, as may be permitted by the ZBA, is hereby limited to structures with a total finished area in excess of twenty-thousand (20,000) square feet.

APPENDIX B TABLE OF DIMENSIONAL REQUIREMENTS

ZONING DISTRICT	MINIMUM LOT SIZE SQ. FT.	SETBACKS PRINCIPAL USE			SETBACKS DETACHED GARAGE OR ACCESSORY USE			FRONTAGE		HEIGHT		
		Front ¹ (feet)	Side (feet)	Rear (feet)	Front ² (feet)	Side (feet)	Rear (feet)	Interior Lot (feet)	Corner Lot (feet)	Maximum Height (feet)	Maximum Number of Stories	
R-A	2000 ³	30	25	30	65	5	5	125	140	35	25 <u>3.5</u>	
R-B	43,560 (1Acre)	30	25	30	65	5	5	185	200	35	25 <u>3.5</u>	
R-C	43,560 (1Acre)	40	30	Lesser of 40 ft. or 25% of lot depth, if at least 30 ft.	75	10	10	200	200	35	25 <u>3.5</u>	
A	87,120 (2 Acres)	40	30	Lesser of 40 ft. or 25% of lot depth if at least 30 ft.	75	10	10	300	300	35	25 <u>3.5</u>	
B	15,000	30	25	30	65	5	5	125	140	45-60	3 4.5	
I-A	30,000	30	30	20	30	30	20	175	200	45-60	3 4.5	
I-B	30,000	30	30	20	30	30	20	175	200	45-60	3 4.5	
MTMC	87,120 (2A)	40	40	40	40	40	40	300	300	60-60	4.0 4.5	

¹ In the case of a corner lot, the frontage requirement applies to either street.

² See Footnote 1 (above).

³ Plus for an Apartment House, 8,000 square feet per additional unit over **one** (1) up to four (4) apartment units per lot.

⁴ Maximum height does not include roof mounted building infrastructure or apparatus such as heating and cooling units, heating and cooling ducts and pipes, air exchangers, antennae, etc.

ATTACHMENT 5

REVISED

§400-43 Mixed Commerce Overlay District (MCOB)

A. Purpose

The purpose of the Mixed Commerce Overlay District is to provide for a mix of retail, commercial and industrial uses in an area that is situated within the Route 146 Corridor and that is geographically suited to commerce activities. The district encourages a mix of low-intensity industrial and commercial uses as well as larger retail uses.

The intent of this section is to create a zoning overlay district in the Town of Uxbridge that will encourage the development of appropriate commercial and industrial properties.

The application of this zoning overlay district will be limited to parcels that have been identified as being within the Route 146 Commerce Corridor.

The primary purpose for the Mixed Commerce Overlay District (“MCOB”) is:

Development consisting of the development of parcels within the Route 146 Commerce Corridor that will result in a blend of various compatible uses such as large scale (“big box”) retail, institutional, commercial and industrial, including manufacturing, warehouse and distribution facilities.

B. Establishment and Delineation

The MCOB is hereby established as a zoning district, as depicted on the Town’s Zoning Map and referred to as the Route 146 Commerce Corridor.

C. Allowed uses

All uses permitted in the underlying zoning districts are permitted uses in the MCOB. In addition, the following uses are allowed within the MCOB districts:

1. Campus-style office structures or groups of structures including office buildings, laboratory and research facilities.
2. Hotels of more than 100 guest rooms.
3. Wholesaling, warehousing, and distribution facilities over 100,000 square feet
4. Higher education, technical schools or other professional training facilities.
5. Retail of a minimum 100,000 SF in size.
6. Indoor agriculture (including hydroponic) facilities over 50,000 square feet
7. Theatres and meeting facilities of more than 15,000 square feet.
8. Commercial Indoor and Outdoor Recreational facilities

9. Long-term healthcare facilities

D. Dimensional and intensity requirements

1. Minimum requirements are as follows:

- a. Lot size: 2 acres
- b. Lot width: 300 feet
- c. Lot depth: 150 feet
- d. Side yard setback: 40 feet
- e. Front yard setback: 40 feet
- f. Rear yard setback: 40 feet
- g. Maximum height: 60 feet

2. A one-hundred (100) foot natural buffer is required for development that abuts a numbered route or highway and/or a residential subdivision or individual residential parcel.

E. Application

1. Pre-application review. The applicant is strongly encouraged to request a pre-application review at a regular business meeting of the Planning Board prior to submitting a formal application. The purpose of a pre-application review is to minimize the applicant's costs of engineering and to commence discussions with the Planning Board at the earliest possible stage in the development. At the pre-application review, the applicant may outline the proposed project for development, seek preliminary feedback from the Planning Board and/or its technical experts, and set a timetable for submittal of a formal application.

No formal filings are required for the pre-application review; however, the applicant is encouraged to prepare sufficient preliminary architectural and/or engineering drawings to inform the Planning Board of the scale and overall design of the proposed project.

2. Submission requirements.

- a. A site plan shall be prepared by a registered professional engineer, architect or landscape architect at a scale of one (1) inch equals twenty (20) feet on standard twenty-four by thirty-six-inch sheets, with narrative information on eight-and-one-half by eleven-inch sheets.
- b. A site plan shall include all of the data, details and supporting

information as follows:

- (1) The name of the project, boundaries and locus maps showing the site's location in town, date, North arrow and scale of the plan.
- (2) Names and addresses of the owner of record, the developer and the seal of the engineer, architect or landscape architect.
- (3) Names and addresses of all owners of record of abutting parcels and those within three-hundred (300) feet of the property line.
- (4) All existing lot lines, easements and rights-of-way (including area in acres or square feet), abutting land uses and the location and use of structures within three-hundred (300) feet of the site.
- (5) The locations and uses of all existing and proposed buildings and structures within the development, including all dimensions of height and floor area, and showing all exterior entrances and all anticipated future additions and alterations.
- (6) The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs, fences, paths, landscaping, walls and fences. Location, type and screening details for all waste disposal containers shall also be shown.
- (7) The location, height, intensity, and bulb type (e.g. LED, fluorescent, sodium incandescent) of all external lighting fixtures. The direction of illumination and methods to eliminate glare onto adjoining properties must also be shown.
- (8) The location, height, size, materials and design of all proposed signage.
- (9) The location of all present and proposed utility systems, including: sewage or septic system; water supply system; telephone, cable and electrical systems; and storm drainage system, including existing and proposed drain lines, culverts, catch basins, headwalls, end walls, hydrants, manholes and drainage swales. The Planning Board may also request soil logs, percolation tests and storm runoff calculations for large or environmentally sensitive development.
- (10) Plans to prevent pollution of surface or ground water, erosion of soil, both during and after construction, excessive runoff, excessive raising

or lowering of the water table and flooding of other properties, as applicable.

(11) Existing and proposed topography at a two-foot contour interval.

All elevations shall refer to the nearest United States Geodetic Bench Mark. If any portion of the parcel is within the one hundred-year (1% probability) floodplain, the area will be shown and base flood elevations given.

Indicate areas within the proposed site and within fifty (50) feet of the proposed site where ground removal or filling is required and give its approximate volume in cubic yards.

(12) A landscape plan showing existing natural land features, trees, forest cover and water sources and all proposed changes to these features, including size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, floodplains and drainage retention areas.

(13) Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on site and within one-hundred (100) feet of the site.

(14) Elevation plans at a scale of 1/4 inch equals one (1) foot for all exterior facades of the proposed structure(s) and/or existing facades, plus addition(s), showing design features and indicating the type and color of materials to be used.

(15) Information on the location, size and type of parking, loading, storage, and service areas; parking calculations based on the requirements of the Planning Board, off-street parking, loading and landscaping standards.

F. Large Developments

1. For large developments, including those exceeding one hundred-thousand (100,000) square feet of combined gross floor area or requiring more than one-hundred (100) parking spaces the Planning Board may require a development impact assessment which shall include the following:
 - a. Traffic impact assessment.

(1) Purpose. The assessment will document existing traffic conditions in the vicinity of the proposed project, describe the volume and effect of projected traffic generated by the proposed project and identify measures proposed to mitigate any adverse impacts on traffic.

(2) Format and scope.

i. Existing traffic conditions; average daily and peak hour volumes, average and peak speeds, sight distance, accident data and levels of service of intersections and streets likely to be affected by the proposed development.

Generally, such data shall be presented for all streets and intersections adjacent to or within one-thousand (1,000) feet of the project boundaries.

ii. The projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels.

iii. The projected traffic flow pattern, including vehicular movements at all major intersections likely to be affected by the proposed use of the site.

iv. The impact of this traffic upon existing abutting public and private ways in relation to existing road capacities.

v. Traffic assessment data shall be no more than twelve (12) months as of the date of the application.

vi. All off-site improvements required as a condition of site plan approval must be necessitated by the proposed project.

b. Environmental impact assessment.

(1) Purpose. To describe the impacts of the proposed project with respect to on-site and off-site environmental quality.

(2) Format and scope:

i. Description and evaluation of potential quality of air, surface water and groundwater adjacent to or directly affected by the proposed

development; on-site or off-site flooding, erosion and/or sedimentation resulting from alterations to the project site, including grading changes and increases in impervious areas; on-site or off-site hazards, radiological emissions or other hazardous materials; adverse impacts on temperature and wind conditions on the site and adjacent properties; impacts on solar access of adjacent properties; and off-site noise or light impacts.

ii.. Evaluation of the adequacy of existing or proposed systems and services for water supply and disposal of liquid and solid wastes.

iii. Description of proposed measures for mitigation of any potential adverse impacts identified above.

c. Fiscal impact assessment; format and scope.

(1) Purpose. To describe the impacts of the proposed project with respect to new revenues to the Town of Uxbridge and costs to be borne by the community.

i. Projections of cost arising from increased demands on public services and infrastructure.

ii. Projections of the impacts from increased tax revenue, employment (construction and permanent), and value of the public infrastructure to be provided.

iii. Projections of the impacts of the proposed development on the values of adjoining properties.

iv. Five-year projections of increased Town revenues and costs resulting from the proposed development.

d. Community impact assessment; format and scope:

(1) Purpose. To describe the impacts of the proposed project with respect to the effect the project will have on the Town of Uxbridge community character, historic nature and community plans.

i. Evaluation of the relation of the proposed new or altered structure to the immediate area (defined as a radius of ½ mile) in terms of

character and intensity of the use (e.g., scale, materials, colors, setbacks, roof and cornice lines and other major design elements); and the location and configuration of proposed structures, parking areas and open space with respect to neighboring properties.

- ii. Identification of impacts on significant historical properties, districts or areas or archaeological resources (if any) in the vicinity of the proposed development.
- iii. Evaluation of the proposed project's consistency of compatibility with existing local and regional plans.

G. Permits, Approvals, Variances and Applications

1. A copy of all permits, approvals, variances and applications applied for and obtained for the project and property, including an application for utility connection permits.
 - (a) The Planning Board may waive any of the requirements listed above if it believes that said requirement is not necessary based upon the size and scope of the project.

H. Standards for Review

1. The Planning Board shall review the site plan and supporting materials, taking into consideration the reasonable fulfillment of the objectives listed below. Detailed design guidelines and performance standards shall be adopted to guide decisions with respect to these objectives and to help ensure consistency in the review of all applications.
 - (a) Legal: Conformance with the provisions of the bylaws of the Town, the General Laws of Massachusetts and all applicable rules and regulations of local, State and Federal agencies.
 - (b) Traffic: Convenience and safety of both vehicular and pedestrian movement within the site and in relationship to adjoining ways and properties.
 - (c) Parking: Provisions for the off-street loading and unloading of vehicles, incidental to the normal operation of the establishment; adequate parking; adequate lighting; and internal traffic control.

- (d) Town Services: Reasonable demands placed on Town services and infrastructure.
- (e) Pollution Control: Adequacy of methods for sewage and refuse disposal and the protection from pollution of both surface waters and groundwater. This includes minimizing soil erosion both during and after construction.
- (f) Nuisance: Protection of abutting properties and town amenities from any undue disturbance caused by excessive or unreasonable noise, smoke, vapors, fumes, dust, odors, glare, storm water runoff, etc.
- (g) Existing vegetation: Minimizing the area over which existing vegetation is to be removed. Where tree removal is necessary, special attention shall be given to the planting of replacement trees.
- (h) Amenities: The applicant's efforts to integrate the proposed development into the existing landscape through design features, such as vegetative buffers, roadside planting and the retention of open space and agricultural land.
- (i) Town character: The setback areas and location of parking, architectural compatibility, signage and landscaping of the development and how these features harmonize with the surrounding townscape and the natural landscape.

TABLE A
TABLE OF USE REGULATIONS

USE	ZONING DISTRICTS								
	R-A	R-B	R-C	A	B	IA	IB	MTMC	MCOD
SECTION C. Agricultural Uses									
Farm, truck garden, nursery, or greenhouse with less than five (5) acres	ZBA	ZBA	ZBA	Y	PB	PB	PB	N	PB
Farm, truck garden, nursery, greenhouse or other agricultural or horticultural use.	N	N	N	Y	PB	PB	PB	N	PB
Non-exempt agricultural use	ZBA	ZBA	N	ZBA	Y	N	N	N	N
SECTION D. Commercial Uses									
Adult entertainment establishment	N	N	N	N	N	PB	PB	N	N
Airport or landing field, commercial	N	N	N	N	N	N	N	N	N
Animal clinic or hospital	N	N	N	Y	PB	PB	PB	N	Y
Bank, financial agency	N	N	N	N	Y	Y	Y	Y	Y
Bed and breakfast establishment	ZBA	ZBA	N	N	N	N	N	N	N
Billboards, including any sign of more than forty (40) square feet	N	N	N	N	N	N	N	N	N
Boarding house	ZBA	N	N	N	N	N	N	N	N
Business or professional office, including medical	ZBA	N	N	N	Y	Y	Y	Y	Y
Commercial recreation (I)	N	N	N	N	Y	Y	Y	Y	Y
Commercial recreation (O)	N	N	N	Y	PB	PB	PB	Y	Y
Funeral home	ZBA	ZBA	ZBA	N	PB	N	N	N	Y
Garaging and maintaining more than three (3) automobiles of the passenger type	ZBA	N	ZBA	N	ZBA	ZBA	ZBA	N	ZBA
Gasoline or filling station	N	N	N	N	ZBA	ZBA	ZBA	N	ZBA
Hotel or motel located on a tract of land at least two (2) acres in area and at least one hundred-fifty (150) feet from any permanent residential building	N	N	N	Y	Y	Y	Y	Y	Y
Laundry or laundromat; dry cleaning establishment	N	N	N	N	ZBA	ZBA	ZBA	N	Y
Life Science and/or Life Science Technology	N	N	N	N	Y	Y	Y	Y	Y
Marijuana establishment (R)	N	N	N	Y	N	Y	N	Y	Y
Marijuana establishment (C/P)	N	N	N	Y	N	Y	Y	Y	Y
Medical marijuana treatment center	N	N	N	Y	N	N	Y	N	Y
Nursing or convalescent home; home for the aged	ZBA	ZBA	ZBA	N	N	N	N	Y	Y

	ZONING DISTRICTS								
USE	R-A	R-B	R-C	A	B	IA	IB	MTMC	MCOD
SECTION D. Commercial Uses continued									
Personal service establishment	N	N	N	N	Y	Y	Y	N	Y
Private club, nonprofit	ZBA	ZBA	N	ZBA	N	N	N	N	N
Private stable, nonprofit	ZBA	ZBA	ZBA	ZBA	N	N	N	N	N
Racetrack	N	N	N	N	N	N	N	N	N
Restaurant; diner	ZBA	N	N	Y	Y	Y	Y	Y	Y
Retail stores and/or services	ZBA	N	N	N	Y	Y	Y	Y	Y
Shopping center	N	N	N	N	Y	Y	Y	Y	Y
SECTION E. Industrial Uses									
Blacksmith shop; farrier	N	N	N	PB	PB	PB	PB	N	PB
Contractor's yard	N	N	N	PB	PB	PB	PB	N	PB
Earth Removal	ZBA	ZBA	ZBA	PB	PB	PB	PB	N	PB
Electrical generating facilities/cogeneration facilities with a capacity of three hundred-fifty (350) megawatts or less on a minimum site are of fifteen (15) acres using natural gas, renewable and ultra-low sulfur fuels, wind.	N	N	N	N	N	PB	PB	PB	PB
Electrical generating facility; cogeneration facility	N	N	N	N	N	N	N	N	N
Junkyard or automobile graveyard	N	N	N	N	N	N	N	N	N
Lumber	N	N	N	N	PB	PB	PB	PB	PB
Fuel or ice establishment	N	N	N	N	PB	PB	PB	PB	PB
Manufacture, storage, transportation or disposal of hazardous material	N	N	N	N	N	N	N	N	N
Manufacturing establishment	N	N	N	N	PB	PB	PB	Y	PB
Renewable or Alternative Energy research and development facilities	N	N	N	N	N	Y	Y	Y	Y
Renewable or Alternative Energy manufacturing facilities	N	N	N	N	PB	Y	Y	Y	Y
Solar Photoactive ground mounted solar farm	N	PB	PB	PB	PB	PB	PB	N	PB
Stone mason yard	N	N	N	N	N	PB	PB	N	PB
Warehouse and/or distribution	N	N	N	N	PB	Y	Y	Y	Y

USE	ZONING DISTRICTS								
	R-A	R-B	R-C	A	B	IA	IB	MTMC	MCOD
SECTION F. Other Uses									
Airport or landing field, noncommercial	N	N	N	Y	N	N	N	N	N
Cemetery or crematory, nonprofit (not religious)	ZBA	ZBA	ZBA	ZBA	N	N	N	N	N
Cemetery or crematory, religious	Y	Y	Y	Y	Y	Y	Y	Y	Y
Penitentiary	N	N	N	N	N	N	N	N	N
Section G. Accessory Uses									
Home occupation	Y	Y	Y	Y	N	N	N	N	N
Juice bar, as an accessory use to a private club, restaurant or country club	N	N	N	ZBA	N	N	N	N	Y
Retail trade or shop for manufacturing articles incidental to and as an accessory use to a retail business	ZBA	N	N	N	Y	Y	Y	N	Y

NOTE: Uses allowed as a matter of right in the MCOD are required to file application materials and undergo review as detailed in Section 400-43, and may also be required to submit to Site Plan Review.

Key

Y = Permitted

N = Not permitted

ZBA = Permitted by Special Permit granted by the Zoning Board of Appeals

PB = Permitted by special permit Special Permit granted by the Planning Board

R = Retail

C/P = Cultivation and Production

Additional Limitations

The use, production, manufacture, or storage of Recombinant DNA is prohibited without first obtaining a PERMIT issued by the Board of Health.

The allowance of restaurant/diner, retail stores and or services, business or professional office, including medical, and retail trade or shop for manufacturing articles incidental as an accessory use to a retail business, as may be permitted by the ZBA, is hereby limited to structures with a total finished area in excess of four-thousand (4,000) square feet.

TABLE B
TABLE OF DIMENSIONAL REQUIREMENTS

APPENDIX B
TABLE OF DIMENSIONAL REQUIREMENTS

ZONING DISTRICT	MINIMUM LOT SIZE SQ. FT.	SETBACKS PRINCIPAL USE			SETBACKS DETACHED GARAGE OR ACCESSORY USE			FRONTAGE		HEIGHT	
		Front ¹ (feet)	Side (feet)	Rear (feet)	Front ² (feet)	Side (feet)	Rear (feet)	Interior Lot (feet)	Corner Lot (feet)	Maximum Height (feet)	Maximum Number of Stories
R-A	2000 ³	30	25	30	65	5	5	125	140	35	3.5
R-B	43,560 (1Acre)	30	25	30	65	5	5	185	200	35	3.5
R-C	43,560 (1Acre)	40	30	Lesser of 40 ft. or 25% of lot depth, if at least 30 ft.	75	10	10	200	200	35	3.5
A	87,120 (2 Acres)	40	30	Lesser of 40 ft. or 25% of lot depth if at least 30 ft.	75	10	10	300	300	35	3.5
B	15,000	30	25	30	65	5	5	125	140	60	4.5
I-A	30,000	30	30	20	30	30	20	175	200	60	4.5
I-B	30,000	30	30	20	30	30	20	175	200	60	4.5
MTMC	87,120 (2 acres)	40	40	40	40	40	40	300	300	60	4.5
MCOD	87,120 (2 acres)	40	40	40	40	40	40	300	300	60	4.5

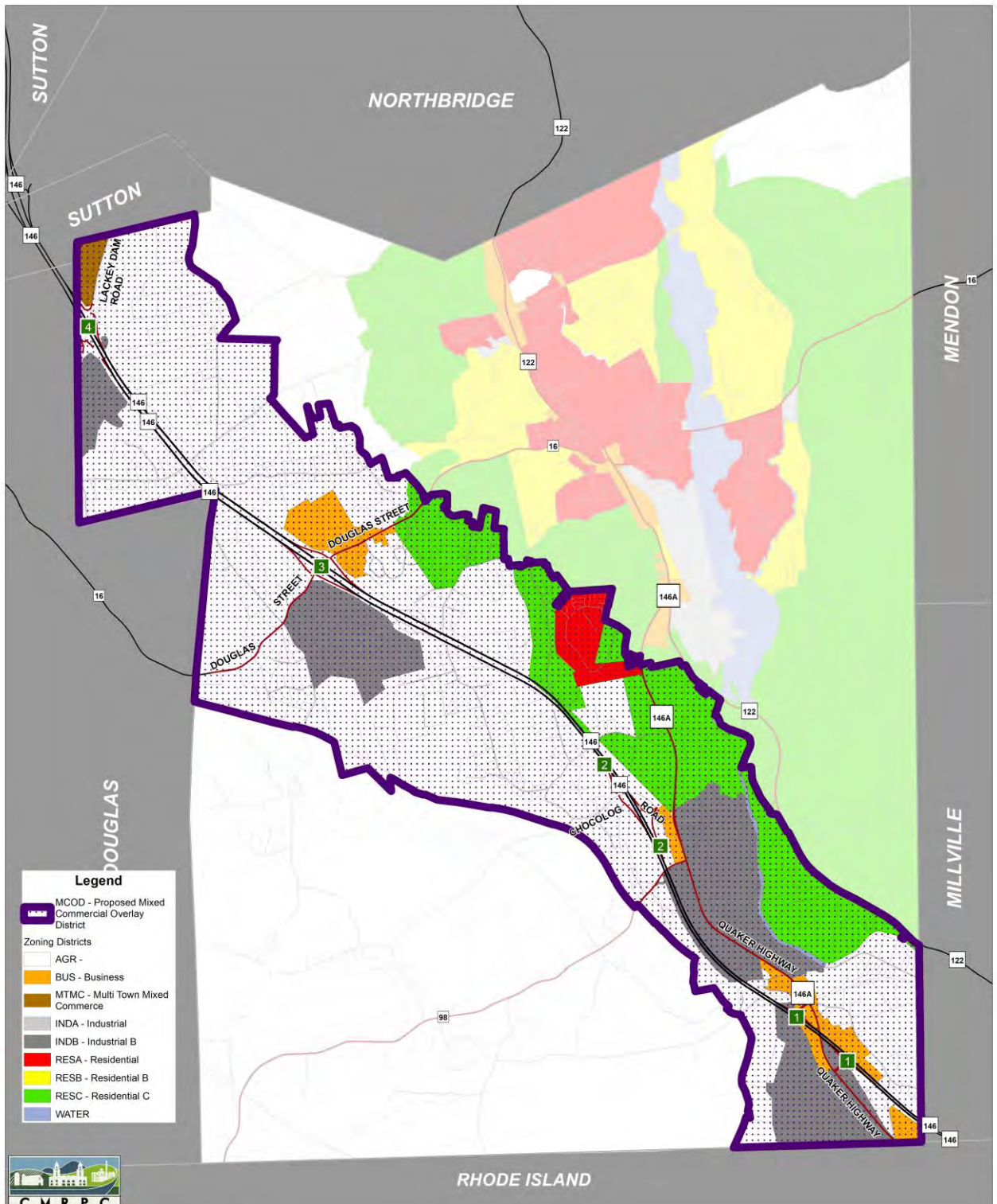
¹ In the case of a corner lot, the frontage requirement applies to either street.

² See Footnote 1 (above).

³ Plus for an Apartment House, 8,000 square feet per additional unit over **one** (1) up to four (4) apartment units per lot.

⁴ Maximum height does not include roof mounted building infrastructure or apparatus such as heating and cooling units, heating and cooling ducts and pipes, air exchangers, antennae, etc.

ZONING MAP
MIXED COMMERCE OVERLAY DISTRICT



RHODE ISLAND

ATTACHMENT 6

QUITCLAIM DEED

TTK Real Estate, LLC, a Massachusetts limited liability company with a principal office at 230 Albee Road, P.O. Box 586, Uxbridge, Worcester County, Massachusetts

for consideration of One (\$1.00) Dollar

grants to the Town of Uxbridge, a municipal corporation having a usual place of business at 21 South Main Street, Uxbridge, Massachusetts,

with quitclaim covenants

a certain parcel of land, together with the improvements thereon, situated on the northeasterly side of Richardson Street in Uxbridge, Worcester County, Massachusetts and shown as TUCKER HILL ROAD on a plan of land entitled "ROAD ACCEPTANCE PLAN OF TUCKER HILL ROAD IN UXBRIDGE, MA OWNED BY TTK REAL ESTATE, LLC" and filed with the Worcester County (Worcester District) Registry of Deeds in herewith in Plan Book _____, Plan _____, which said parcel is bounded and described as follows:

Beginning at a point on the northeasterly sideline of Richardson Street, said point being N18°14'53"W, a distance of 165.83 feet from a drill hole in a concrete bound found marking the intersection of Cotton Mill Way;

Thence N18°14'53"W a distance of 88.05 feet to a monument;

Thence with a non-tangent curve turning to the left with an arc length of 17.13 feet, with a radius of 10.00 feet, with a chord bearing of S22°19'36"E, with a chord length of 15.11 feet to a point;

Thence N63°35'41"E a distance of 203.94 feet to a point;

Thence with a curve turning to the left with an arc length of 181.37 feet, with a radius of 175.00 feet, with a chord bearing of N33°54'17"E, with a chord length of 173.36 feet to a point;

Thence N04°12'52"E a distance of 254.16 feet to a point;

Thence with a curve turning to the right with an arc length of 198.26 feet, with a radius of 225.00 feet, with a chord bearing of N29°27'29"E, with a chord length of 191.91 feet to a point;

Thence N54°42'06"E a distance of 292.81 feet to a point;

Thence with a curve turning to the right with an arc length of 327.76 feet, with a radius of 225.00 feet, with a chord bearing of S83°33'57"E, with a chord length of 299.54 feet to a point;

Thence S41°50'01"E a distance of 13.58 feet to a point;

Thence with a curve turning to the left with an arc length of 27.40 feet, with a radius of 30.00 feet, with a chord bearing of S67°59'56"E, with a chord length of 26.46 feet to a point;

Thence with a reverse curve turning to the right with an arc length of 298.10 feet, with a radius of 60.00 feet, with a chord bearing of S48°09'59"W, with a chord length of 73.33 feet to a monument to a point;

Thence with a reverse curve turning to the left with an arc length of 27.40 feet, with a radius of 30.00 feet, with a chord bearing of N15°40'07"W, with a chord length of 26.46 feet to a point;

Thence N41°50'01"W a distance of 13.58 feet to a point;

Thence with a curve turning to the left with an arc length of 254.93 feet, with a radius of 175.00 feet, with a chord bearing of N83°33'57"W, with a chord length of 232.98 feet to a point;

Thence S54°42'06"W a distance of 292.81 feet to a point;

Thence with a curve turning to the left with an arc length of 154.21 feet, with a radius of 175.00 feet, with a chord bearing of S29°27'29"W, with a chord length of 149.26 feet to a point;

Thence S04°12'52"W a distance of 254.16 feet to a point;

Thence with a curve turning to the right with an arc length of 233.19 feet, with a radius of 225.00 feet, with a chord bearing of S33°54'17"W, with a chord length of 222.89 feet to a point;

Thence S63°35'41"W a distance of 196.64 feet to a monument;

Thence with a curve turning to the left with an arc length of 42.85 feet, with a radius of 30.00 feet, with a chord bearing of S22°40'24"W, with a chord length of 39.30 feet to the point or place of beginning;

Having an area of 84,929 square feet or 1.95 acres more or less.

Line of Sight Easement

Said parcel is conveyed together with a line of sight easement situated southerly side of said Tucker Hill Road at its intersection with said Richardson Street and shown as LINE OF SITE EASEMENT 3,557 S.F. ± on said plan and bounded and described as follows:

Beginning at a drill hole in a concrete bound found at the northeasterly corner of the intersection of Richardson Street and Cotton Mill Way;

Thence N18°14'53"W a distance of 165.83 feet to a point;

Thence with a curve turning to the right with an arc length of 42.85 feet, with a radius of 30.00 feet, with a chord bearing of N22°40'24"E, with a chord length of 39.30 feet to a monument;

Thence S13°56'04"E a distance of 217.08 feet to a point;

Thence with a non-tangent curve turning to the right with an arc length of 23.56 feet, with a radius of 30.00 feet, with a chord bearing of N42°27'33"W, with a chord length of 22.96 feet to the point or place of beginning;

Having an area of 3,557 square feet or 0.08 acres, more or less.

Drainage Easement A

Said parcel is conveyed together with a drainage easement situated on the southeasterly side of said Tucker Hill Road and shown as DRAINAGE EASEMENT A 4,825 S.F. ± on said plan and bounded and described as follows:

Beginning at a point in the easterly sideline of Tucker Hill Road, said point being the northerly corner of land now or formerly of Richard W. & Cheryl Mammone;

Thence S52°04'59"E a distance of 300.31 feet to a point;

Thence S37°55'01"W a distance of 15.00 feet to a point;

Thence N52°04'59"W a distance of 248.91 feet to a point;

Thence N85°47'08"W a distance of 34.44 feet to a point on the easterly sideline of Tucker Hill Road;

Thence N04°12'52"E a distance of 41.00 feet to the place of beginning;

Having an area of 4,825 square feet or 0.11 acres more or less.

Drainage Easement B

Said parcel is conveyed together with a drainage easement situated on the southeasterly side of said Tucker Hill Road and shown as DRAINAGE EASEMENT B 20,253 S.F. ± on said plan and bounded and described as follows:

Beginning at a point in the easterly sideline of Tucker Hill Road, said point being the northerly corner of land now or formerly of Richard W. & Cheryl Mammone;

Thence N04°12'52"E a distance of 18.03 feet by the southerly sideline of Tucker Hill Road to a point;

Thence S52°04'59"E a distance of 150.29 feet to a point;

Thence N3755'01"E a distance of 105.00 feet to a point;

Thence S4702'39"E a distance of 160.64 feet to a point;

Thence S3755'01"W a distance of 105.89 feet to a point;

Thence N5204'59"W a distance of 300.31 feet by the northeasterly sideline of said Mammone to the point or place of beginning;

Having an area of 20,253 square feet or 0.46 acres more or less.

Drainage Easement C

Said parcel is conveyed together with a drainage easement situated on the southeasterly side of said Tucker Hill Road and shown as DRAINAGE EASEMENT C 8,680 S.F. \pm on said plan and bounded and described as follows:

Beginning at a point on the southwesterly sideline of land now or formerly of Jeffrey James & Jessica Park, said point being S3429'42"E a distance of 360.66 feet from the southeasterly sideline of Tucker Hill Road;

Thence S3429'42"E a distance of 238.21 feet to a point at land now or formerly of New England Power Company;

Thence S3819'01"W a distance of 41.82 feet by said New England Power Company to a point;

Thence N3444'18"W a distance of 191.25 feet to a point;

Thence N0000'00"E a distance of 71.97 feet to the point or place of beginning;

Having an area of 8,680 square feet, 0.20 acres more or less.

Drainage Easement D

Said parcel is conveyed together with a drainage easement situated on the southeasterly side of said Tucker Hill Road and shown as DRAINAGE EASEMENT D 27,161 S.F. \pm on said plan and bounded and described as follows:

Beginning at a point on the southeasterly sideline of Tucker Hill Road, said point also being the corner of land now or formerly of Jeffrey James & Jessica Park and land now or formerly of Shawn A. & Tracie Ann T. Murphy;

Thence S1856'32"E a distance of 612.36 feet to land now or formerly of the New England Power Company;

Thence S3819'01"W a distance of 37.46 feet by said New England Power Company to a point;

Thence N34°29'42"W a distance of 238.21 feet to a point;

Thence N00°00'00"E a distance of 66.75 feet to a point;

Thence N15°15'54"E a distance of 104.60 feet to a point;

Thence N18°56'32"W a distance of 249.81 feet to a point on the southerly sideline of Tucker Hill Road;

Thence with a curve turning to the right with an arc length of 15.35 feet, with a radius of 175.00 feet, with a chord bearing of N56°52'00"E, with a chord length of 15.35 feet to the point or place of beginning;

Having an area of 27,161 square feet, 0.620 acres more or less.

Drainage Easement E

Said parcel is conveyed together with a drainage easement situated on the southeasterly side of said Tucker Hill Road and shown as DRAINAGE EASEMENT E 29,137 S.F. ± on said plan and bounded and described as follows:

Beginning at a point on the southeasterly sideline of Tucker Hill Road that is also the northeasterly corner of land now or formerly of Jeffrey James & Jessica Park and the northwesterly corner of land now or formerly of Ronald and J. Emeile T. Armstrong;

Thence with a curve turning to the right with an arc length of 25.32 feet, with a radius of 175.00 feet, with a chord bearing of N63°52'22"E, with a chord length of 25.30 feet to a point;

Thence S18°56'32"E a distance of 286.82 feet to a point;

Thence S43°26'01"E a distance of 132.94 feet to a point;

Thence N88°33'45"E a distance of 15.48 feet to a point at land now or formerly of Shawn A. & Tracie Ann T. Murphy;

Thence S12°39'55"E a distance of 153.72 feet by said Murphy to a point at land now or formerly of the New England Power Company;

Thence S38°19'01"W a distance of 92.93 feet by said New England Power Company to a point at land now or formerly of Jeffrey James & Jessica Park;

Thence N18°56'32"W a distance of 612.36 feet by said Park to the point or place of beginning;

Having an area of 29,137 square feet or 0.67 acres more or less.

Drainage Easement F

Said parcel is conveyed together with a drainage easement situated on the southeasterly side of said Tucker Hill Road and shown as DRAINAGE EASEMENT F 8,367 S.F. ± on said plan and bounded and described as follows:

Beginning at a point in the westerly sideline of land now or formerly of Shawn A. and Trace Ann T. Murphy and the easterly sideline of land now or formerly of Ronald and J. Emeile T. Armstrong, said point being S01°55'24"E a distance of 172.99 feet and S1239'55"E a distance of 179.63 feet from the southeasterly sideline of Tucker Hill Road;

Thence N8833'45"E a distance of 38.70 feet to a point;

Thence S51°40'59"E a distance of 89.68 feet to land now or formerly of the New England Power Company;

Thence S38°19'01"W a distance of 121.52 feet by said New England Power Company to a point at land of said Armstrong;

Thence N1239'55"W a distance of 153.72 feet to the point or place of beginning;

Having an area of 8,367 square feet or 0.19 acres more or less.

The Town shall have the perpetual right to drain water into and onto said drainage easement areas from the roadway known as Tucker Hill Road as shown on said Plan, from time to time and for all purposes and uses incidental to the discharge of storm water, including but not limited to, the construction, installation, removal, maintenance and/or repair of the drainage facilities and all necessary appurtenances thereto and to renew, repair, alter, take up, change, relay and maintain any part thereof.

Grantor agrees not to grant any other easements, leases, or licenses to the premises which will interfere with the Town's perpetual easements on the premises without the prior written permission of the Town. Any easements, leases, or licenses granted in violation of this provision will be immediately null and void.

Being a portion of the premises conveyed to the Grantor by deed August 31, 2015 and recorded with the Worcester County (Worcester District) Registry of Deeds in Book 54245, Page 268.

Witness my hand and seal this _____ day of _____, 2020.

TTK Real Estate, LLC

By: James F. Smith, Manager

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared James F. Smith, Manager as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of TTK Real Estate, LLC.

, Notary Public
My Commission Expires:

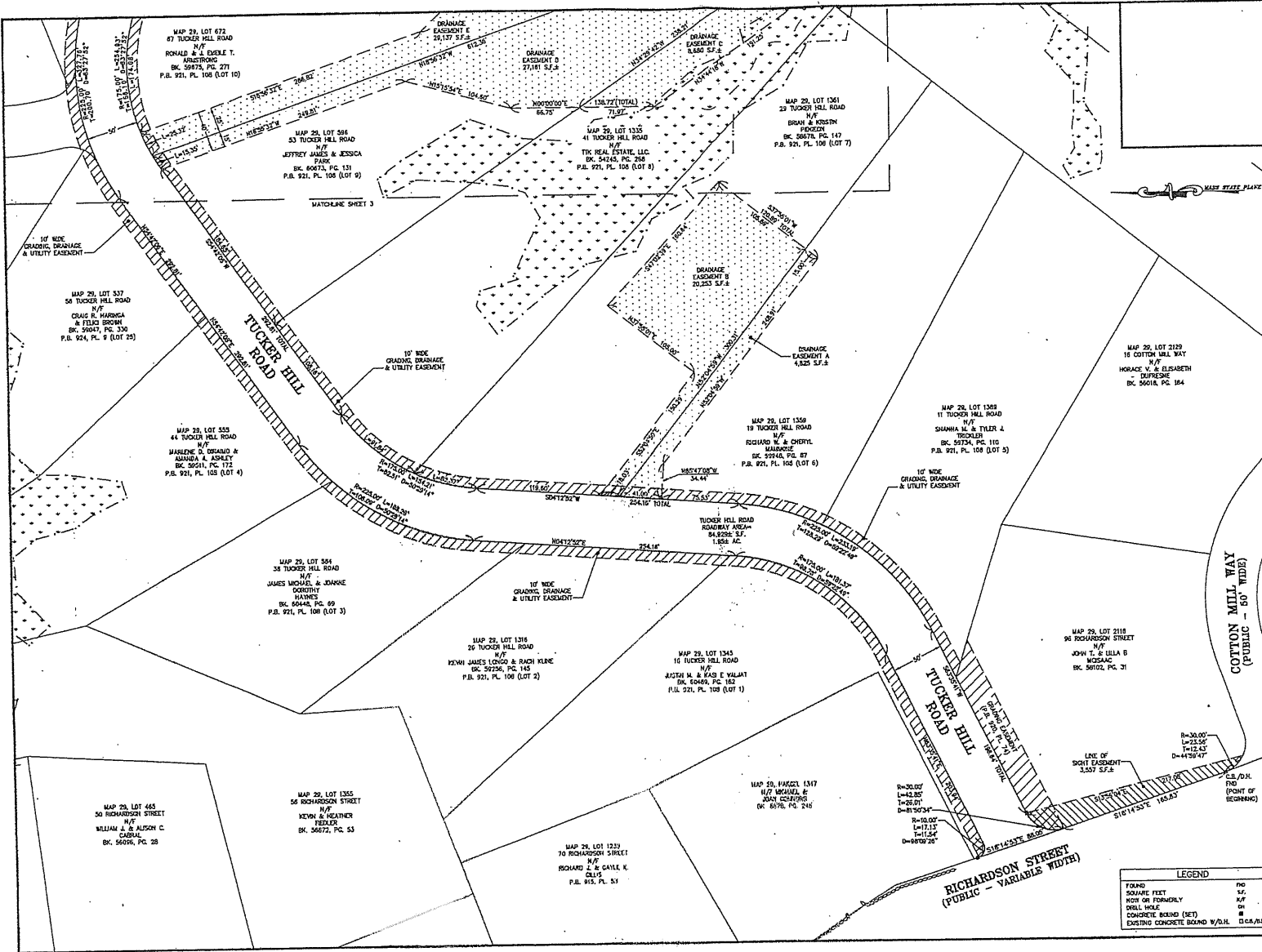
ACCEPTANCE

The Town of Uxbridge, acting by and through its Board of Selectmen, hereby accepts the foregoing deed, for the purposes stated therein.

TOWN OF UXBRIDGE

BOARD OF SELECTMEN

Chairman



ASE
 Andrews Survey & Engineering, Inc.
 Land Surveying - Civil Engineering - Site Planning
 P.O. Box 311, 164 Mendon Street
 Uxbridge, Massachusetts 01569
 Tel: 508-278-1311 Fax: 508-278-2297
 200 East Washington Street
 North Attleboro, Massachusetts 01939
 Tel: 508-216-6410 Fax: 508-216-6963

APPROVAL BY LICENSED BOARD

DATE: _____

APPROVAL BY BOARD OF SELECTMEN

DATE: _____

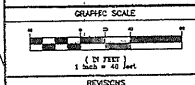
I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES SHOWING EXISTING CONDITIONS AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE PROPERTY OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR NEW WAYS ARE SHOWN.

THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS.



DATE: 11/20/19

ATTEST: _____
 TOWN CLERK SIGNATURE



NO.	DATE	DESCRIPTION
1	11/20/19	PER GRANTS ENG. REVIEW COMMENTS

CAD FILE: \\map1\2019-012-ROAD ACCEPT\4.dwg
 DRAWN BY: WCN
 CHECKED BY: BJA
 DATE: SEPTEMBER 23, 2019
 PROJECT NO.: 2019-012
 PLAN NO.: L-5955

Road Acceptance Plan
 OF
TUCKER HILL ROAD
 IN
UXBRIDGE, MA
 OWNED BY
TTK REAL ESTATE, LLC
 SHEET NO. 2 OF 3

LEGEND	
FOUND	PO
SQUARE FOOT	SF
ACR OR FORMERLY	N/F
DRILL HOLE	DI
CONCRETE BOUND (SET)	■
EXISTING CONCRETE BOUND W/D.H.	□ GR/BA

QUITCLAIM DEED

TTK Real Estate, LLC, a Massachusetts limited liability company with a principal office at 230 Albee Road, P.O. Box 586, Uxbridge, Worcester County, Massachusetts

for valuable consideration paid

grants to the Town of Uxbridge, a municipal corporation having a usual place of business at 21 South Main Street, Uxbridge, Massachusetts,

with quitclaim covenants

A certain parcel of land, together with the improvements thereon, situated on the northeasterly side of Richardson Street in Uxbridge, Worcester County, Massachusetts and shown as MASLOW'S WAY on a plan of land entitled "ROAD ACCEPTANCE PLAN OF MASLOW'S WAY IN UXBRIDGE, MA OWNED BY TTK REAL ESTATE, LLC" and filed with the Worcester County (Worcester District) Registry of Deeds in herewith in Plan Book _____, Plan _____, which said parcel is bounded and described as follows:

Beginning at a drill hole in a concrete bound on the westerly side of Maslow's Way and the northerly sideline of Tucker Hill Road;

Thence with a curve turning to the left with an arc length of 40.30', with a radius of 30.00' to a drill hole in a concrete bound;

Thence N 12° 04' 22" W a distance of 15.86' to a drill hole in a concrete bound;

Thence with a curve turning to the right with an arc length of 141.11', with a radius of 225.00', to a drill hole in a concrete bound;

Thence N 23° 51' 39" E a distance of 152.69' to a drill hole in a concrete bound;

Thence with a curve turning to the left with an arc length of 101.52', with a radius of 175.00', to a drill hole in a concrete bound;

Thence N 09° 22' 34" W a distance of 493.81' to a drill hole in a concrete bound;

Thence with a curve turning to the left with an arc length of 27.40', with a radius of 30.00', to a drill hole in a concrete bound;

Thence with a reverse curve turning to the right with an arc length of 298.10', with a radius of 60.00', to a drill hole in a concrete bound;

Thence with a reverse curve turning to the left with an arc length of 27.40', with a radius of 30.00', to a drill hole in a concrete bound;

Thence S 09° 22' 34" E a distance of 493.81' to a drill hole in a concrete bound;

Thence with a curve turning to the right with an arc length of 130.52', with a radius of 225.00', to a drill hole in a concrete bound;

Thence S 23° 51' 39" W a distance of 152.69' to a drill hole in a concrete bound;

Thence with a curve turning to the left with an arc length of 109.75', with a radius of 175.00', to a drill hole in a concrete bound;

Thence S 12° 04' 22" E a distance of 14.75' to a drill hole in a concrete bound;

Thence with a curve turning to the left with an arc length of 40.91', with a radius of 30.00', to a drill hole in a concrete bound on the westerly sideline of Tucker Hill Road;

Thence with a curve turning to the left with an arc length of 97.83' along the northerly sideline of Tucker Hill Road, with a radius of 225.00', to a drill hole in a concrete bound;

Being the point and place of beginning, having an area of 58,673 square feet, more or less.

Drainage Easement A

Said parcel is conveyed together with a drainage easement situated on the northwesterly side of said Maslow's Way and shown as EXISTING DRAINAGE EASEMENT A 43,542 S.F. ± on said plan and bounded and described as follows:

Beginning at a point on the westerly sideline of Maslow's Way, said point being 47.46' distant from a drill hole in a concrete bound along a curve to the right having a radius of 60.00';

Thence N 86° 46' 02" W a distance of 237.96' to a point;

Thence N 03° 15' 11" W a distance of 41.67' to a drill hole;

Thence N 00° 20' 17" W a distance of 107.20' to a drill hole;

Thence N 82° 05' 41" E a distance of 193.83' to a point;

Thence S 50° 46' 43" E a distance of 110.24' to a point;

Thence S 36° 29' 06" E a distance of 53.87' to a point on the sideline of Maslow's Way;

Thence with a curve to the left with an arc length of 122.75', having a radius of 60.00', to a point;

Being the point and place of beginning, having an area of 43,542 square feet, more or less.

The Town shall have the perpetual right to drain water into and onto said drainage easement area from the roadway known as Maslow's Way as shown on said Plan, from time to time and for all purposes and uses incidental to the discharge of storm water, including but not limited to, the construction, installation, removal, maintenance and/or repair of the drainage facilities and all necessary appurtenances thereto and to renew, repair, alter, take up, change, relay and maintain any part thereof.

Grantor agrees not to grant any other easements, leases, or licenses to the premises which will interfere with the Town's perpetual easements on the premises without the prior written permission of the Town. Any easements, leases, or licenses granted in violation of this provision will be immediately null and void.

Being a portion of the premises conveyed to the Grantor by deed dated August 31, 2015 and recorded with the Worcester County (Worcester District) Registry of Deeds in Book 54245, Page 268 and by deed dated February 1, 2017 and recorded with said Deeds in Book 56698, Page 241.

Witness my hand and seal this _____ day of _____, 2020.

TTK Real Estate, LLC

w

By: James F. Smith, Manager

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared James F. Smith, Manager as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of TTK Real Estate, LLC.

, Notary Public
My Commission Expires:

