

TOWN COUNCIL MEASURE SUBMITTAL

Date:	1/18/2023	Submitted by:	Town Manager Town Manager	Telephone #	508-699-0100
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MEASURE DESCRIPTION:

Acceptance of the Charitable Bequest from the Phillip R. Jones Trust to the Town of North Attleborough in the amount of \$127,092.05 and authorization for the Town Manager to execute the Receipt & Release Agreement associated with this request.

Signed:  12 JAN 23

PURPOSE AND JUSTIFICATION:

First: The Trust is making a charitable donation to the North Attleboro Board of Selectmen to be used for beautification and landscaping of public buildings, commons and parks. As the successor to the Board of Selectmen, the bequest should be accepted by a vote of the Town Council as follows:

VOTE: "That the Town Council accept the charitable bequest from the Phillip R. Jones Trust to the Town of North Attleboro in the amount of \$127,092.05 to be used for "beautification by permanent planting and landscaping of any public buildings, public commons or parks" in accordance with the Amendment in Entirety To The Phillip R. Jones Trust – 1993, as amended on September 14, 2010."

Second: The Trust asks the Town to execute a release to receive this bequest. In my opinion, the release may be signed by the Town Manager, as the Town's chief executive officer. However, the release is essentially a settlement of potential litigation, and under Article I, Section 1.B of the Town's General Bylaws, the Town Manager's authority to settle litigation is capped at \$2,500. Therefore, I recommend that the Town Council vote to authorize the Town Manager to execute the release on behalf of the Town as follows:

VOTE: "Further, that the Town Council authorize the Town Manager to execute the Receipt and Release Agreement associated with the Town's acceptance of the bequest from The Muriel R. Jones Trust – 1993, as amended on September 10, 2010."

SPECIAL REQUIREMENTS:

ATTACHMENTS:

Phillip R. Jones Trust Documents

REFER TO SUB-COMMITTEE:



BOSTON CONNECTICUT FLORIDA NEW JERSEY NEW YORK PROVIDENCE WASHINGTON, DC

LEIGH E. FURTADO
Attorney at Law

One Financial Plaza, Suite 2200
Providence, RI 02903
T: (401) 283-1247 F: (401) 829-4248
lfurtado@daypitney.com

December 15, 2022

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Town of North Attleborough
Attn: Michael Borg, Town Manager
43 South Washington Street
North Attleborough, MA 02760

Re: The Phillip R. Jones Trust – 1993

Dear Sir/Madam:

I hope this letter finds you well. As you will recall, we handled a distribution due to the Town of North Attleborough last year from The Muriel R. Jones Trust – 1993, established by the late Muriel R. Jones.

This letter is to inform you that the Town of North Attleborough is also named as a beneficiary of The Phillip R. Jones Trust – 1993, established by Phillip R. Jones on September 13, 1993 and amended in its entirety on September 14, 2010.

The name and address of the current trustee of the Trust is as follows:

Bradford P. Jones
c/o Day Pitney LLP
1 Financial Plaza, Suite 2200
Providence, RI 02903

Pursuant to the terms of the Trust, at the death of both Phillip R. Jones and Muriel R. Jones, twenty-five percent (25%) of the remaining assets (after the payment of debts, taxes and expenses) of the Trust is to be distributed to certain charities. Muriel R. Jones passed away on May 10, 2020 and Phillip R. Jones passed away on July 26, 2021. The Town of North Attleborough is now due a charitable distribution of One Hundred Twenty-Seven Thousand and Ninety-Two and 05/100 Dollars (\$127,092.05) under subsection 3 of section D of Article V of the Trust. Please see the attached Charitable Distribution Schedule and copy of the relevant Trust pages.

December 15, 2022

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In connection with this distribution, enclosed please find a Receipt and Release Agreement (the "Agreement") in which the Town of North Attleborough (1) approves of the Charitable Distribution Schedule and (2) releases the trustee of the Trust from liability for his actions in connection with the administration of the Trust and the distribution of \$127,092.05. Signing the enclosed Agreement will expedite the distribution as the trustee is willing to forego his right to seek court approval before making the distribution once a signed release is received.

Of course, I encourage you to share this letter and the enclosures with the attorney for the Town of North Attleborough for his or her review.

If you have any questions, please do not hesitate to contact me. Otherwise, if the Town has no objections, please have a duly authorized officer of the Town sign the two originals of the enclosed Agreement on behalf of the Town and return the executed originals to me in the envelope provided. The Trust is prepared to make the above distribution upon receipt of the executed Agreement.

Thank you in advance for your assistance.

Best regards,



Leigh E. Furtado

Enclosures

cc: Bradford P. Jones

2 Originals stored in
Edwards Angell Palmer & Dodge
safe deposit box

**AMENDMENT IN ENTIRETY TO
THE PHILLIP R. JONES TRUST - 1993**

ARTICLE I: AMENDMENT IN ENTIRETY. I, PHILLIP R. JONES, of North Attleboro, Bristol County, Massachusetts, established a Trust on September 13, 1993, known as "The Phillip R. Jones Trust - 1993." My son, BRADFORD PAUL JONES, KINNAIRD HOWLAND, of Providence, Rhode Island, and I are the current trustees. I retained the right to modify, amend or revoke the Trust in whole or in part at any time. I hereby amend the Trust in its entirety on Sept 14, 2010. Anyone dealing with the trustees may rely conclusively on the provisions of this amendment and need not examine any prior trust instrument.

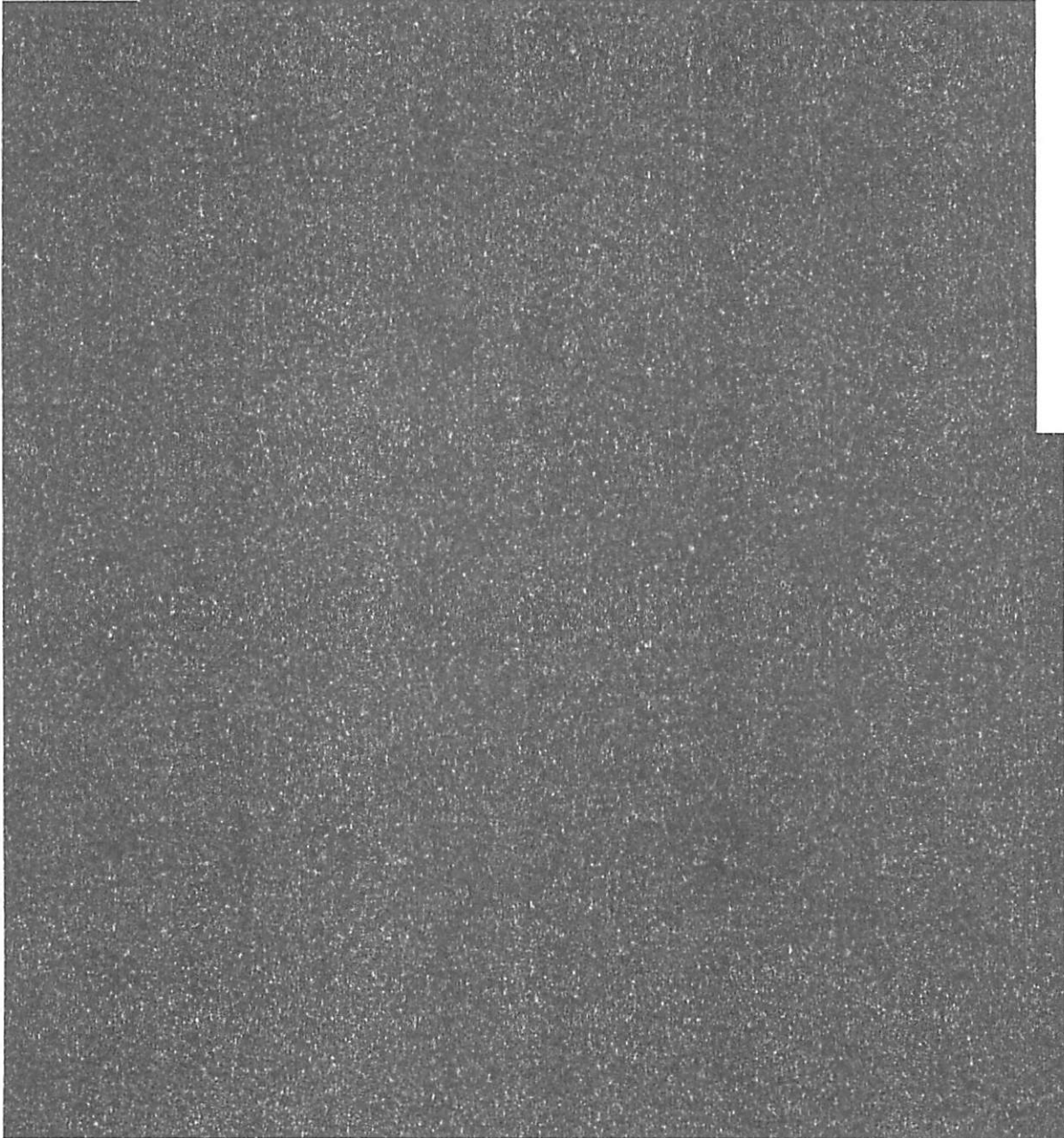
ARTICLE II: FAMILY MEMBERS. I am married to Muriel R. Jones (hereinafter "my wife" or "my spouse"). I have one child, Bradford Paul Jones (hereinafter "my son").

ARTICLE III: DURING MY LIFETIME.

A. As long as I am serving as trustee, the trustees other than myself shall not exercise any power to sell, invest or reinvest trust assets or any administrative responsibilities except in accordance with my written instructions until my son or I have delivered to those trustees a written notice that the trustees shall assume complete investment and administrative responsibility. Any person dealing with the trustees may rely upon the trustees' actions without ascertaining whether such action is pursuant to the foregoing provisions.

B. During my lifetime the trustees shall pay to me, or as I direct, so much of the net income or principal as I direct. During any time when I am disabled, the trustees shall instead pay to such one or more of myself, my wife and my son, taking into account that my primary concern is for myself and my wife, so much of the net income or principal as the trustees deem

D. CHARITABLE DISTRIBUTIONS. When both my wife and I have died, the trustees shall distribute one-fourth (1/4) of the Marital Trust (or all thereof if neither my son nor any issue of his are then living) as follows:



3. The balance of said share in equal shares to the following organizations:

(a) Friends of Mount Hope Cemetery, located in said North Attleboro, for its general uses and purposes.

(b) Grace Episcopal Church of North Attleboro, located in said North Attleboro, for its general uses and purposes, in memory of Phillip R. Jones and Muriel R. Jones.

(c) Sturdy Memorial Hospital Foundation, located in Attleboro, Massachusetts, for its general uses and purposes, in memory of Phillip R. Jones and Muriel R. Jones.

(d) Brown University in Providence, in the State of Rhode Island and Providence Plantations, for its general uses and purposes, in memory of Phillip R. Jones, Class of 1948, and Muriel R. (Broadbent) Jones, Class of 1949.

(e) The Town of North Attleborough, Massachusetts, to be used in the discretion of the Board of Selectmen of said Town for beautification by permanent planting and landscaping of any public buildings, public commons or parks.

(f) If any of the foregoing shares is not effectively disposed of under the foregoing provisions, it shall accrue to those other shares effectively disposed of in the proportions which they bear one to another and shall be distributed as part of such other shares.

E. QUALIFICATION FOR MARITAL DEDUCTION. Subject to any election by my executor, I intend the Marital Trust to qualify for the federal estate tax marital deduction. Any provisions hereof inconsistent with my intention shall be deemed to be modified to so

organization, or to the chief executive officer or the treasurer of that organization which in the good faith opinion of the trustees I intended to designate, and the receipt of such officer shall completely acquit the trustees. The trustees' decision as to all of the foregoing shall be final and binding upon all persons (whether or not in being or of full age at the time) and organizations having an interest in any of the trusts hereof.

S. To hold securities or property in a form not indicating the trust, whether in bearer, unregistered or other negotiable form, or in the name of a nominee.

T. To compromise or submit to arbitration any matters in dispute.

U. To exercise any of the foregoing powers, including powers of sale, after the termination of any trust hereunder and prior to distributing the trust property.

V. To execute all deeds, mortgages and other documents to carry out any of the powers conferred by law or this Trust.

IN WITNESS WHEREOF, I, my son and Kinnaird Howland have executed this document and one counterpart hereof.

WITNESS:

Mary Ellen Mortimer
Witness

MARY ELLEN MORTIMER
Print Name

[Signature]
Witness

Eve Domingo
Print Name

Michelle Vanasse
Witness

Michelle Vanasse
Print Name

Phillip R. Jones
Phillip R. Jones
Grantor and Trustee

Bradford Paul Jones
Bradford Paul Jones, Trustee

Kinnaird Howland
Kinnaird Howland, Trustee

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On SEPTEMBER 14, 2010, before me, the undersigned notary public, personally appeared Philip R. Jones, proved to me through satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

NOTARY PUBLIC CERTIFICATION

Angela M. Pohiva

Fifth Circuit

Doc. Description: WILL

Notary Public

Entirety to the Philip R. Jones

Trust - 1995

Colin O. Sherer, Notary Public #750909

State of Rhode Island and Providence Plantations

My Commission Expires: 9/2/2013

No. of Pages: 16

Date of Doc. 9/14/10

STATE OF HAWAII
COUNTY OF KAUAI

Angela M. Pohiva
Notary Signature

Date

On SEPTEMBER 20, 2010, before me, the undersigned notary public, personally appeared Bradford Paul Jones, proved to me through satisfactory evidence of identification, being (check whichever applies): ☒ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Angela M. Pohiva LS
Notary Public Angela M. Pohiva

My Commission Expires: OCT 01 2010

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On SEPTEMBER 14, 2010, before me, the undersigned notary public, personally appeared Kinnaird Howland, proved to me through satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Colin O. Sherer
Notary Public

Colin O. Sherer, Notary Public #750909

State of Rhode Island and Providence Plantations

My Commission Expires: 9/2/2013

CHARITABLE FINAL DISTRIBUTION SCHEDULE

Remaining Value of The Muriel R. Jones
Trust – 1993 and The Phillip R. Jones
Trust – 1993 after the payment of estate
Taxes and legal fees:

\$5,984,513.03

25% due to charities:

\$1,496,128.26

Amount already paid out:

\$ 860,668.00

Remaining amount to be paid out:

\$ 635,460.25

Amount Due to Friends of Mount Hope Cemetery:

\$127,092.05

Amount Due to Grace Episcopal Church
of North Attleboro:

\$127,092.05

Amount Due to Sturdy Memorial Hospital
Foundation:

\$127,092.05

Amount Due to Brown University:

\$127,092.05

Amount Due to the Town of North Attleboro:

\$127,092.05

RECEIPT, RELEASE AND REFUNDING AGREEMENT
CHARITABLE DISTRIBUTION

KNOW ALL MEN BY THESE PRESENTS,

That I, _____, the _____ of the Town of North Attleborough, a Massachusetts organization (hereinafter the "Town"), on behalf of the Town, hereby acknowledge receipt of One Hundred Twenty-Seven Thousand Ninety-Two and 05/100 Dollars (\$127,092.05), distributed to me, pursuant to the terms of (1) that certain Charitable Final Distribution Schedule and (2) subsection 3(c) of section D of Article V of The Phillip R. Jones Trust - 1993, established by Phillip R. Jones, late of Mansfield, Massachusetts, on September 13, 1993, as amended (hereinafter the "Trust"), attached hereto and made a part hereof, by Bradford P. Jones, trustee of the Trust (the "Trustee"), the receipt whereof is hereby acknowledged. The Town hereby (1) approves the Charitable Final Distribution Schedule and (2) does hereby release and forever discharge the Trustee, his heirs, assigns, executors and administrators from all debts, demands, actions and liabilities whatsoever, which against the Trustee the Town now has or ever had for or on account of the Charitable Distribution Schedule, the Trust and the distributions thereunder.

The above funds having been distributed prior to the completion of the administration of the Estate of Phillip R. Jones (the "Estate"), the Town hereby agrees to refund and return to the Trustee, upon written request, such part or all of said distribution as may be required to pay all taxes, debts, expenses and claims against the Estate (with interest and penalties thereon) which should by law be paid in priority to such distribution and to save the Trustee harmless and to indemnify the Trustee against all such taxes, debts, expenses and claims to the extent that said distribution would be liable if undistributed and in the hands of the Trustee.

Provided, however, that notwithstanding the language of the preceding paragraphs of this Receipt, Release and Refunding Agreement, the Town understands that this Agreement shall become effective only after the Trustee has in fact distributed such distribution to the Town.

I hereby acknowledge that in my capacity as _____ of the Town, I have the authority to execute this Receipt and Release Agreement on behalf of the Town and bind the Town as set forth herein.

WITNESS MY HAND this ____ day of _____, 2022.

In the Presence of

TOWN OF NORTH ATTLEBOROUGH

WITNESS

By: _____
Print Name _____
Title _____

WITNESS

**SIGN
HERE**

RECEIPT, RELEASE AND REFUNDING AGREEMENT
CHARITABLE DISTRIBUTION

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In the Presence of

TOWN OF NORTH ATTLEBOROUGH

WITNESS

By: _____
Print Name _____
Title _____

WITNESS