

**TOWN OF NORTH ATTLEBOROUGH**

**TAX ABATEMENT AGREEMENT**

**Pursuant to M.G.L. c. 59, §59A**

This **Tax Abatement Agreement** (“Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, **20**, by and between the **Town of North Attleborough**, a municipal corporation with a principal office at 43 South Washington Street, North Attleborough, MA 02760 (“Town”), and:

**Property Owner / Eligible Person:**

Name: \_\_\_\_\_  
Entity (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
Mailing Address (if different): \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

The Town and the Property Owner shall collectively be referred to as the “Parties.”

**1. Authority**

This Agreement is executed pursuant to the authority granted to the Town under **M.G.L. c. 59, §59A** and the **Town of North Attleborough Bylaw** adopted under that provision.

**2. Property Description**

This Agreement applies solely to the following property (“the Property”):

- Address: \_\_\_\_\_
- Parcel ID: \_\_\_\_\_
- Zoning District: \_\_\_\_\_
- Registry of Deeds Book/Page: \_\_\_\_\_
- Registry Plan Reference: \_\_\_\_\_

The Property is zoned for **commercial or industrial use**, as required by statute.

**3. Environmental Condition**

The Parties acknowledge:

1. A release or threat of release of **oil or hazardous material** has occurred at or from the Property;
2. The Property is subject to investigation and/or cleanup activities under **M.G.L. c. 21E** and the **Massachusetts Contingency Plan (MCP)**;
3. The Owner is an **eligible person** as defined under M.G.L. c. 21E, §2.

DEP Release Tracking Number (RTN): \_\_\_\_\_

#### 4. Outstanding Taxes, Interest & Costs

As of \_\_\_\_\_, 20, the following amounts are outstanding on the Property:

- Base Real Estate Taxes: \$ \_\_\_\_\_
- Accrued Interest: \$ \_\_\_\_\_
- Penalties / Fees: \$ \_\_\_\_\_
- Other Costs (if any): \$ \_\_\_\_\_

**Total Outstanding Amount:** \$ \_\_\_\_\_

The Treasurer/Collector shall certify this amount on Exhibit A attached to this Agreement.

#### 5. Purpose of Agreement

The purpose of this Agreement is to support the continued environmental cleanup, mitigation, and redevelopment of the Property by establishing a defined process for repayment, abatement, or modification of outstanding municipal real estate tax obligations consistent with M.G.L. c. 59, §59A.

#### 6. Terms of Repayment / Abatement

The Parties agree to the following terms:

##### 6.1 Amount to be Paid or Abated

- Amount to be paid by Owner: \$ \_\_\_\_\_
- Amount to be abated (if any): \$ \_\_\_\_\_

##### 6.2 Interest to Accrue (if applicable)

- Interest Rate: \_\_\_\_\_ % per annum
- Interest Start Date: \_\_\_\_\_

##### 6.3 Payment Schedule

- Monthly Payment Amount: \$ \_\_\_\_\_
- First Payment Date: \_\_\_\_\_
- Final Payment Date: \_\_\_\_\_

##### 6.4 Method of Payment

Payments shall be made to the **Town of North Attleborough – Treasurer/Collector's Office** by the due dates stated above.

#### 7. Cleanup Milestones (if applicable)

The Owner agrees to meet the following cleanup milestones under the MCP:

<b>Milestone</b>	<b>Deadline</b>	<b>Documentation Required</b>
Phase II Completion	_____	LSP Report
Remedy Operation Status	_____	LSP Certification
Permanent/Temporary Solution	_____	RAO Statement
Other: _____	_____	_____

Failure to meet milestones may be grounds for default (See Section 10).

### **8. Reporting Requirements**

The Owner shall provide the Town with:

- Quarterly environmental progress reports
- DEP submittals relating to the RTN
- Updated redevelopment schedules (if applicable)
- Any material changes to ownership or site conditions

Reports shall be submitted to the **Town Manager**.

### **9. Use and Redevelopment Commitments (Optional)**

The Owner commits to the following redevelopment or reuse actions, if applicable:

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These commitments are material to the Town's approval of this Agreement.

### **10. Default**

The Owner shall be in default if:

1. Payments are missed for more than 30 days;
2. Cleanup milestones are not met;
3. Required reports are not submitted;
4. MCP compliance is not maintained;
5. False or misleading information was provided.

Upon default, the Town may:

- Terminate this Agreement;
- Reinstate all outstanding taxes, interest, and fees;
- Pursue all remedies available under law.

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**11. Amendment**

This Agreement may be amended only:

- In writing,
- Signed by both Parties,
- Notarized,
- Attested by the Town Clerk.

**12. Effective Date**

This Agreement becomes effective:

- Upon approval by the Town Council,
- Execution by the Parties,
- Notarization and attestation by the Town Clerk.

**13. Exhibits**

- **Exhibit A:** Outstanding Tax Certificate (Treasurer/Collector)
- **Exhibit B:** Environmental Documentation (RTN summary, LSP letters)
- **Exhibit C:** Redevelopment Plan (if applicable)

**SIGNATURES**

**TOWN OF NORTH ATTLEBOROUGH**

By its Town Manager:

\_\_\_\_\_

**Michael D. Borg, Town Manager**

Date: \_\_\_\_\_

**PROPERTY OWNER / ELIGIBLE PERSON**

\_\_\_\_\_

Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**NOTARIZATION**

COMMONWEALTH OF MASSACHUSETTS

County of \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 20, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, to be the person whose name is signed above, and acknowledged that he/she signed this document voluntarily for its stated purpose.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ATTESTATION BY TOWN CLERK**

I hereby attest that this Agreement has been approved by the Town Council and properly executed under the authority of M.G.L. c. 59, §59A.

**Town Clerk**

Date: \_\_\_\_\_

**DISTRIBUTION (Required by Statute)**

A fully executed, notarized, and attested copy of this Agreement shall be provided to:

- Massachusetts Department of Environmental Protection
- U.S. Environmental Protection Agency
- Town Council
- Property Owner