

MIDDLETON BOARD OF SELECTMEN
MEETING AGENDA
TUESDAY, MARCH 23, 2021
7:00 PM

This meeting is being recorded

Due to the state of emergency in Massachusetts due to the COVID-19 outbreak, this meeting will be held via ZOOM, an internet based meeting space. It is the intent that the virtual meeting space will be made accessible to the public; however, if this is not possible despite best efforts, the full and complete transcript of the meeting will be posted on the Town's website as soon as practicable upon the conclusion of the proceedings. To join the meeting, go to

Join Zoom Meeting

<https://us02web.zoom.us/j/87162952413?pwd=NGtzN2tLYXA2ZFROm1RrUlk1eDEzUT09>

Meeting ID: 871 6295 2413

Passcode: 316318

One tap mobile: +13017158592,,87162952413#,,, *316318# US (Washington DC)

1. 7:00 Warrant: #2120
 Minutes: Open Session: March 9, 2021
 Town Administrator updates and reports
2. 7:15 Public Comment Period
3. 7:20 Continue discussion of location and date of Annual Town Meeting and Town Election
4. 7:30 Continue review and discussion of the warrant for the 2021 Annual Town Meeting
5. 7:40 Mann & Mann, representing Kenworth SE New England, Inc. for a new Class 1 auto dealers license at 15 Sharpners Pond Road
6. 7:50 Discuss and vote to implement pay equity study and accompanying non-union classification plan
7. 8:00 New Business: Reserved for topics that the Chair did not reasonably anticipate would be discussed

Upcoming Meetings: March 25
 April 6 & 20

Joint Meeting with Finance Committee: FY22 Budget Hearing
Regular BOS meetings

The Board reserves the right to consider items on the agenda out of order. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

**MEETING MINUTES
BOARD OF SELECTMEN
Tuesday, March 9, 2021 7:00 PM
This meeting was recorded**

NOTE: Due to the state of emergency in Massachusetts due to the COVID-19 outbreak, this meeting was held via ZOOM, an internet-based meeting space.

Present: Chair Rick Kassiotis, Brian Cresta, Tim Houten, Kosta Prentakis

Absent: None

Others Attending: Town Administrator Andy Sheehan, Assistant Town Administrator/HR Director Tanya Shallop, Minutes Secretary Judi Stickney, Paul Pellicelli, Adam Stone, Taylor Galusha, Town Clerk Ilene Twiss, Town Moderator Barbara Piselli, Attorney Melissa Gnoza Ogden, Attorney Jill Mann

7:03 PM With a quorum present, Chair Rick Kassiotis called the meeting to order.

ROUTINES

- **Warrant Approval:** Town Administrator Andy Sheehan provided a brief review of Warrant #2119: Payroll: \$715,387; Bills Payable: \$796,307, noting that the Town Accountant had reviewed the warrant and requested the Board's approval. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Cresta**, the Board of Selectmen **VOTED** unanimously by roll call vote to approve the warrant as presented.

Roll Call (Called by Clerk Houten):

PRENTAKIS:	Yes
CRESTA:	Yes
KASSIOTIS:	Yes
HOUTEN:	Yes

- **Minutes:** After a brief review of available minutes, the Board took the following action:
On a **MOTION** made by **Houten**, second by **Prentakis**, the Board of Selectmen **VOTED** unanimously by roll call vote to accept the minutes of February 23rd, 2021 as written.

Roll Call (Called by Clerk Houten):

PRENTAKIS:	Yes
CRESTA:	Yes
KASSIOTIS:	Yes
HOUTEN:	Yes

- **Town Administrator's Report:** Town Administrator Andy Sheehan provided the Board with information and updates on the following:
 - **FY2022 Operating Budget Summit:** Sheehan advised the public that the Board of Selectmen and Finance Committee held the second FY2022 Operating Budget Summit on March 6th. The

primary focus was the capital budget. The meeting will be on the website for those who want to view it. There will be one additional joint meeting on March 25th at 7PM. The Zoom log-in info is available at www.middletonma.gov.

- **Earth Day:** Sheehan advised the Board that the Middleton Stream Team is postponing Earth Day activities originally scheduled for April. They have targeted a date of September 12th, to be held at 105 South Main Street, the former golf course. More information and details will be forthcoming as the date gets closer.
- **COVID Relief Act:** Sheehan advised that the COVID Relief Act has been passed by the US Senate and expected to be taken up by the House. It appears that there will be about \$8 billion dollars for Massachusetts. Some will be funneled to cities, towns, and counties. Allowable expenditures mirror the CARES Act that was passed last spring. Funds will come in two installments.
- **59 South Main Street Building Project Update:** Sheehan advised the Board that the builders have pulled building permits for the first 3-unit building, adding that they appear to be moving quickly.
- **97 North Main Street Building Project Update:** Sheehan advised the Board that the construction there slowed down over the winter. They recently resumed work on the project and there was an open house held last weekend.
- **Master Development Planning Committee:** Sheehan advised that the Master Development Planning Committee has started to meet with various stakeholder groups to present the public facilities project. They will continue to meet with stakeholders up until Town Meeting to build support for it. There are 25-30 groups they will be meeting with and Sheehan will provide updates to the Board. The Committee will meet again with the Board prior to Town Meeting.

7:17 PM Public Comment Period: There were no public comments.

7:18 PM Update and Discussion on Special Town Meeting: Town Moderator Barbara Piselli met with the Board to suggest that the Special Town Meeting, originally scheduled for January 28, 2021, and continued to February 25, 2021, be continued again to April 22nd. She is hopeful that, at that time, she would be able to continue it again to the date of the Annual Town Meeting and hold the Special Town Meeting at the same time. The Board agreed.

7:23 PM Review and Vote to Adopt a License Fee for Class 1 Auto Dealers Licenses: Town Administrator Andy Sheehan advised they have received an application for a Class 1 license. They do not currently issue any Class 1 licenses and the town needs to adopt a license fee for the Class 1 auto dealers. He suggested that the fee be set at \$200, the maximum allowed by law and the same as we charge for Class 2 licenses. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Prentakis**, the Board of Selectmen **VOTED** unanimously by roll call vote to adopt a license fee of \$200 for Class 1 auto dealers' licenses.

Roll Call (Called by Clerk Houten):

PRENTAKIS: Yes

CRESTA: Yes

KASSIOTIS: Yes

HOUTEN: Yes

7:26 PM Review and Vote on an Entertainment License for Serenitee Catering Corp, d/b/a Maggie's Farm: Attorneys Melissa Ogden and Jill Mann, representing the applicant, met with the Board of Selectmen requesting an Entertainment License for Serenitee Catering Corp., d/b/a Maggie's Farm, at 189 South Main Street, to include live music and televisions. Detailed hours are listed on the application. Attorney Jill Mann also provided information on the license application. She committed that the outdoor area would be a place to sit, with entertainment confined to the inside of the building. She said the doors to the outside would remain closed during live entertainment in order to prevent music from being heard outside. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Prentakis**, the Board of Selectmen **VOTED** unanimously by roll call vote to approve the Entertainment License for Serenitee Catering Corp., d/b/a Maggie's Farm, at 189 South Main Street.

Roll Call (Called by Clerk Houten):

PRENTAKIS:	Yes
CRESTA:	Yes
KASSIOTIS:	Yes
HOUTEN:	Yes

7:30 PM Review and Vote on Application of Serenitee Catering Corp., d/b/a Maggie's Farm, to Transfer the On Premises, Restaurant All-Alcoholic Liquor License, Common Victualler's License and Entertainment License to North Shore Cantina, INC. d/b/a Chancho's: Attorney Melissa Ogden, Mann & Mann, representing the applicant, met with the Board with a request to transfer the on premise, restaurant all alcoholic liquor license, Common Victualler's license, and entertainment license of Serenitee Catering Corp., d/b/a Maggie's Farm, at 119 South Main Street license number 00036-RS-0704, to North Shore Cantina, Inc., d/b/a Chancho's, manager Max Arvidson will be remaining the same. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Cresta**, the Board of Selectmen **VOTED** unanimously by roll call vote to Transfer the on premises, Restaurant All Alcoholic Liquor License, Common Victualler's License and Entertainment license to North Shore Cantina, INC. d/b/a Chancho's. Manager Max Arvidson will be remaining the same.

Roll Call (Called by Clerk Houten):

PRENTAKIS:	Yes
CRESTA:	Yes
KASSIOTIS:	Yes
HOUTEN:	Yes

7:35 PM Begin Review of Warrant for the 2021 Annual Town Meeting: Town Administrator Andy Sheehan provided the Board with a draft of the Annual Town Meeting Warrant and advised that Article 6 will be coming off the Warrant, and Article 32 will be updated to add another new revolving fund. A brief discussion ensued on the warrant articles. Discussion turned to where to hold the Town Meeting. Sheehan noted that the Moderator, Town Clerk, and he are trying to identify a venue large enough to hold everyone

with social distancing, as well as a large parking area. He will have dates firmed up for the next meeting and will keep the Board informed.

7:56 PM Vote to Appoint Linda Cornell to the Council on Aging: After a brief discussion, the Board took the following action:

On a **MOTION** made by **Prentakis**, second by **Houten**, the Board of Selectmen **VOTED** unanimously by roll call vote to appoint Linda Cornell to the Council on Aging, with a term through June 30, 2022.

Roll Call (Called by Clerk Houten):

PRENTAKIS:	Yes
CRESTA:	Yes
KASSIOTIS:	Yes
HOUTEN:	Yes

After the vote, Town Administrator Andy Sheehan thanked Carol Carr for her many years of service on the Council on Aging.

7:57 PM Vote to Accept the Following Gifts and Donations:

- New England BioLabs: \$5,000 to the Middleton Senior Center
- Anonymous: \$500 to the Middleton Food Pantry

On a **MOTION** made by **Cresta**, second by **Prentakis**, the Board of Selectmen **VOTED** unanimously by roll call vote to accept with thanks the donation of \$5,000 to the Middleton Senior Center from New England Bio Labs, and the anonymous donation of \$500 to the Middleton Food Pantry.

Roll Call (Called by Clerk Houten):

PRENTAKIS:	Yes
CRESTA:	Yes
KASSIOTIS:	Yes
HOUTEN:	Yes

7:57 PM Adjourn

With no further business, on a **MOTION** made by **Houten**, the Board of Selectmen's meeting of March 9, 2021 adjourned at 7:57 PM.

Upcoming Meetings:

March 23	Regular BOS meetings
March 25	Joint Meeting with Finance Committee: FY22 Budget Hearing
April 6 & 20	Regular BOS meetings

Respectfully submitted,



Judith A. Stickney, Minutes Secretary

Timothy P. Houten, BOS Clerk

Documents either distributed to the Board of Selectmen before the meeting in a packet or at the meeting:

- Agenda: March 9, 2021
- Warrants
 - Warrant #2119: Payroll: \$715,387; Bills Payable: \$796,307
- Minutes:
 - February 23, 2021
- Memo from Town Administrator to Board of Selectmen, Re: Class 1 Automobile License Fee, 3/9/21
- Application and supporting materials for Entertainment License: Serenitee Catering Corp.
- Town of Middleton Legal Notice: Public Hearing March 9, 2021 on petition of North Shore Cantina, Inc. d/b/a Chancho's
- Transfer of Liquor License Application and supporting materials: North Shore Cantina, Inc. d/b/a Chancho's
- Application and supporting materials for Entertainment License: North Shore Cantina, Inc.
- Common Victualler/General License Application and supporting materials: North Shore Cantina, Inc. d/b/a Chancho's
- ANNUAL TOWN MEETING MAY 11, 2021 TABLE OF CONTENTS: SPECIAL TOWN MEETING*
- Town of Middleton Talent Bank Application: Linda Cornell, Council on Aging
- Letter from COA Director to Board of Selectmen, Re: Middleton COA Donation / New England Bio Labs, 3/2/21
- Letter from COA Director to Board of Selectmen, Re: Anonymous Middleton Food Pantry Donation, 3/1/21
- Letter from massDOT to Town Administrator, Re: FY22 Chapter 90 Funding, 2/22/21
- Copy of Letter from Reps. Brad Jones and Sally Kerans to massDOT, Re: TIP Project #608922, 2/24/21
- Letter from Middleton Municipal Electric Light Department to Town Administrator, Re: In Lieu of Tax Payment, 3/1/21
- Town of Middleton 2021 Annual Town Meeting and Election Information and Calendar

**ANNUAL TOWN MEETING
MAY 11, 2021
TABLE OF CONTENTS**

SPECIAL TOWN MEETING*

1. Citizen Petition: Police Chief
2. Citizen Petition: Costs Associated with Acquisition or Disposal of Land

ANNUAL TOWN MEETING

Current & Prior Year Financial Articles

1. Hear Reports
2. FY21 Snow & Ice Deficit
3. FY21 Supplemental Appropriations
4. Fund collective bargaining agreements
5. Amend Article 6 of the May 13, 2014 Annual Town Meeting (CPA Funds for Rail Trail, Phase 1)
6. Pay Bills of Prior Fiscal Years
7. Amend Article 10 of the June 24, 2020 Annual Town Meeting (FY21 Capital Budget) and return funds to the Ambulance Fund
8. Amend Article 10 of the June 24, 2020 Annual Town Meeting (FY21 Capital Budget) reduce Free Cash appropriation

FY2022 Financial Articles

9. Approve FY2022 Compensation for Elected Officials
10. FY2022 Omnibus Budget
11. FY2022 Community Preservation Budget - Debt Service, CPA Projects, Expenses
12. FY2022 Community Preservation Budget - New Projects
13. Authorize FY2022 Revolving Fund Spending Limits
14. FY2022 South Essex Sewer District Enterprise Budget
15. FY2022 Water Enterprise Budget
16. Application of Bond Premium to Reduce Amount of Borrowing
17. Accept Sum from Middleton Electric Light Department (MELD)
18. FY2022 Chapter 90 Authorization
19. FY2022 Capital Budget
20. Transfers to Reserve Accounts
21. Appropriate \$20,000 to Acquire Land off Maple Street and King Street
22. Appropriate \$61,700,000 and Authorize Borrowing for Public Facilities Project at 105 South Main Street

Citizen Petitions, Bylaw Adoptions, & Real Property

23. Amend Chapter 68, Personnel Bylaw
24. Authorize Petition to General Court to Amend the Charter with Respect to Personnel Matters
25. Masconomet Regional Agreement – Amendments 9 & 10
26. Masconomet Regional Agreement – Amendment 11
27. Masconomet Regional Agreement – Amendment 12

3/4

28. Apply Gender Neutral language to bylaws
29. Adopt Groundwater Protection Overlay District in Zoning Bylaw
30. Amend Chapter 230, Water, Article I Irrigation/Outside Watering (Citizen Petition)
31. Amend Revolving Fund Bylaw Adding Cruisers for Police Detail, \$10,000
32. Adopt Sidewalk & Pedestrian Improvements Stabilization Fund
33. Authorize Five Year Contracts for Elementary School Transportation and Food Service Management
34. Adoption of General Law chapter 41, section 100B (Citizen Petition)
35. Adoption of General Law chapter 59, section 5, Clause 17F; annually increase exemption by CPI

* If Special Town Meeting originally scheduled for January 28, 2021 is held on same day as Annual Town Meeting

MANN & MANN, P.C.
COUNSELLORS AT LAW

JILL ELMSTROM MANN†*
KURT P. MANN†*
MELISSA GNOZA OGDEN†

†Admitted to practice in M
*Admitted to practice

February 26, 2021

Town of Middleton
Town Administrator, Andrew Sheehan
48 South Main Street
Middleton, MA 01949

RE: Application for Class 1 Motor Vehicle Dealer's License
Kenworth SE New England, Inc.
15 Sharpners Pond Road, Building E – NOMID Industrial Park

Dear Mr. Sheehan:

I am local legal counsel to Kenworth SE New England, Inc. (the "Kenworth"). As Kenworth's legal representative I have been asked to assist in procuring a Class 1 Motor Vehicle Dealer's License (the "License") for the heavy-duty truck dealership (the "Dealership") being proposed at 15 Sharpners Pond Road (the "Property"). Accordingly, on behalf of Kenworth, I hereby submit the enclosed Class 1 Dealer Application. In support of Kenworth's Application, I have enclosed the following documents:

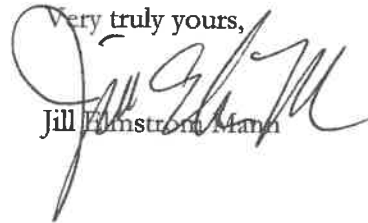
- Exhibit A Annual Report for Kenworth, identifying the officers and directors
Exhibit B A redacted copy of the Dealer's Sales and Service Agreement with the distributor, Kenworth Truck Company
Exhibit C Site Plan rendering identifying
- the Building and Property layout, Kenworth will occupy Tenant One space;
 - thirty-two (32) sales lot spaces where vehicles will be staged and located for sale and pick up
Six (6) 12' x 35 spaces; twelve (12) 12' x 25' spaces; and fourteen (14) 12' x 23' spaces;
 - eighteen (18) service spaces (12' x 35') where trade-in vehicles and other vehicles requiring service will be staged;
 - trailer stands, where trucks being serviced will store their trailers; and
 - employee and visitor parking.

191 South Main Street, Suite 104
Middleton, Massachusetts 01949
Telephone: 978-762-6238
Facsimile: 978-762-6434

Direct Email: jill@mannpc.com
kurt@mannpc.com
melissa@mannpc.com

Also enclosed is the signed and notarized authorization by NOMID Trust, the landlord and owner of the Property, authorizing Kenworth to seek all approvals required to operate the Dealership at the Property. Please place this matter on the agenda of the next regular meeting of the Board of Selectmen.

If you require any additional information please do not hesitate to call me. Thank you for your kind attention to this matter.

Very truly yours,

Jill Finstrom Mann

Encl.

Cc: Scott Fitzpatrick, Zoning Enforcement Officer
Daniel Dintino, Principal



Class I Motor Vehicle Dealer Application

Important note: If the applicant has not held a motor vehicle dealers license in the year prior to this application, the applicant must file a duplicate of this application with the Registrar of Motor Vehicles.

I, the undersigned, duly authorized by the concern herein mentioned, hereby make application to the Board of Selectmen, Local Licensing Authority for a Class 1 to buy, sell, exchange or assemble second hand Motor Vehicles or parts thereof, in accordance with the provisions of Chapter 140, Section 58 and 59 of the Massachusetts General Laws

This is an application for a ☒ New or ☐ Renewal of a current license. license number _____

Owner or Corporate Name: Kenworth SE New England Inc.

Address: 100 Commerce Drive, Buffalo, NY 14218

Phone number: 716-312-4847

Business or Entity Name: Kenworth SE New England Inc.

Business address and phone number: Unit 1, Building 15E Sharpners Pond Road, Middleton, MA 01949

Is this business operated individually, as a partnership or as a corporation? corporation

If not operated as a corporation, do you have a current Business Certificate from the Town of Middleton? NA

If not operated as a corporation are there any other co-owner(s)? Yes No

Please provide the co-owner(s) name(s) and addresses: NA

If you are a corporation, please list the name of the corporation along with the names and residential addresses of the President, Vice President, Secretary and Treasurer:

Corporate name: Kenworth SE New England Inc., see Annual Report attached hereto as Exhibit A.

President: Craig Herron

Vice President: Daniel A. Dintino, Jr.

Treasurer: Daniel A. Dintino, Jr.

Secretary: Anne Dintino
center.

Will your principal business be the sale of new motor vehicles? ☒ Yes ☐ No

Are you a recognized agent of a motor vehicle manufacturer? ☒ Yes ☐ No

Do you have a signed contract with the manufacturer as required by MGL C. 140 § 58 (b)? ☒ Yes ☐ No

If yes, which manufacturer are you an agent of: Kenworth Truck Company (a PACCAR Company), see dealer's agreement, attached hereto as Exhibit B.

Will your principal business be the buying and selling of secondhand motor vehicles? Yes ☒ No

Will your principal business be that of a motor vehicle junk dealer? Yes ☒ No

(Turn Page Over to Complete Application)

Have you ever had a license application for any class of motor vehicle dealer denied, suspended or revoked? Yes ☒ No ☐
If yes, please provide details: _____

Do you currently have or have you had any consumer protection complaints lodged against you the Massachusetts Office of Consumer Affairs? Yes ☒ No ☐
If yes, please describe: _____

Do you currently have a bond in effect as required by MGL C. 140 § 58 (c)? Yes ☒ No ☐ A Class 1 Dealer is exempt under c.140, Sec. 58(b)
What is the name, address and phone number of the repair facility that you will use?
Kenworth is proposing to establish a motor vehicle repair facility at Building E which will be operated as part of the Dealership by Kenworth

Have you included an affidavit of Proper Repair Facilities with this application? Yes ☒ No ☐ See above
Are you currently issued Dealer Plates by the Massachusetts Registry of Motor Vehicles? ☒ Yes ☐ No
If yes, please list the plate numbers: 802-A 802-C, 802-D

Please give a complete description of the building and premises to be used for the purpose of operating the business: The dealership will be located at the NOMID industrial park, which contains 55 acres of land and 7 industrial buildings (6 existing 1 proposed). Kenworth will occupy 33,636 s.f. of Building E that will be used for motor vehicle repairs and service as well as a parts center and up to 29,300 s.f. of the paved area surrounding Building E that will be used to store vehicles and equipment for sale, pickup, repairs and modifications. Building E has a total footprint of 44,770 sf and is the subject of a pending application before the Board of Appeals that requests approval for site and building modifications and for Kenworth's proposed accessory uses-motor vehicle repair and outdoor storage. Upon receipt of approvals and this license, Kenworth in conjunction with NOMID will begin construction of Building E. Do you currently possess copies of the plot plan, use and occupancy permit, building certificate and any other permits that may be required for use of the intended location? Yes ☒ No ☐ In process
See above for a description of the building and required permits. Also see the plans, attached hereto as Exhibit C
Every question must be answered with full information, and false statements herein may result in the rejection of your application or the subsequent revocation of your license if issued.

By signing below my Dealer License meets the regulations defined in 540 CMR 18.02 effective January 1, 2019.
Signed under the pains and penalties of perjury that the above statements are true:

Date

2/25/2021

Signature

DANIEL A. DINTINO VP/COO

Section below for New Licenses ONLY:

Building Inspector Section:

A signature is required by the Town of Middleton Building Inspector: _____

Notes/Restrictions: _____

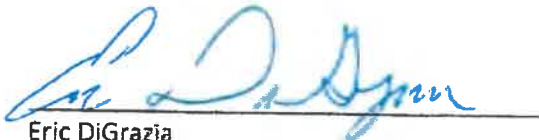
Application recommended to be approved for issuance of a Class I License for _____
Motor Vehicles Application recommended to be denied at this time _____

OWNER AUTHORIZATION

The undersigned (the "Owner"), hereby authorizes KENWORTH OF SE NEW ENGLAND LLC (the "Tenant"), to apply to the Board of Appeals, Board of Health and the Conservation Commission for the Town of Middleton as well as to any other local, state, or federal board or agency for any and all approvals and permits (the "Approvals") for authorization to modify the approved site plan for the construction and operation of Building E which is located in the NOMID Industrial Park, 15 Sharpners Pond Road (the "Property"). Such Approvals shall include an application for site plan approval and two (2) special permits authorizing outdoor storage and the operation of a motor vehicle maintenance and repair facility associated with the Tenant's heavy-duty truck and equipment dealership and any other relief as may be reasonably necessary to properly develop the Property for Tenant's business in the reasonable discretion of Tenant as approved by Owner. The Owner may rescind such authorization in the event the Agreement to lease a portion of Building E to the Tenant is no longer a valid and binding agreement between the parties.

The Owner disclaims any responsibility for the actions of, or information provided by, the Tenant relating to any requests for approval or otherwise.

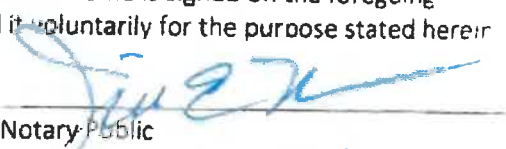
Dated: February 23, 2021



Eric DiGrazia
Trustee of the NOMID Trust

COMMONWEALTH OF MASSACHUSETTS
Essex, ss

On this 23rd day of February 2021, before me, the undersigned notary public, personally appeared Eric DiGrazia who is known to me to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily for the purpose stated herein



Notary Public

My commission expires:

1.9.2026



JILL E. MANN

Notary Public, Commonwealth of Massachusetts
My Commission Expires January 9, 2026

EXHIBIT A



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Annual Report

(General Laws, Chapter 156D, Section 16.22; 950 CMR 113.57)

Identification Number: 001085744

1. Exact name of the corporation: KENWORTH OF SE NEW ENGLAND, INC.

2. Jurisdiction of Incorporation: State: DE Country: USA

3,4. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:

Name: NATIONAL REGISTERED AGENTS, INC.
No. and Street: 155 FEDERAL STREET, SUITE 700
City or Town: BOSTON State: MA Zip: 02110 Country: USA

5. Street address of the corporation's principal office:

No. and Street: 100 COMMERCE DRIVE
City or Town: BUFFALO State: NY Zip: 14218 Country: USA

6. Provide the name and business street address of the officers and of all the directors of the corporation:
(A president, treasurer, secretary and at least one director are required.)

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	CRAIG HERRON	100 COMMERCE DR. BUFFALO, NY 14218 USA
TREASURER	DANIEL A. DINTINO JR.	100 COMMERCE DR. BUFFALO, NY 14218 USA
SECRETARY	ANNE DINTINO	100 COMMERCE DR. BUFFALO, NY 14218 USA
COO	DANIEL A. DINTINO JR.	100 COMMERCE DR. BUFFALO, NY 14218 USA
VICE PRESIDENT	DANIEL PENKSA	100 COMMERCE DR. BUFFALO, NY 14218 USA
VICE PRESIDENT	DANIEL A. DINTINO JR.	100 COMMERCE DR. BUFFALO, NY 14218 USA
DIRECTOR	ANNE DINTINO	100 COMMERCE DR. BUFFALO, NY 14218 USA
DIRECTOR	CRAIG HERRON	100 COMMERCE DR. BUFFALO, NY 14218 USA
DIRECTOR	SUSAN DINTINO	100 COMMERCE DR. BUFFALO, NY 14218 USA

7. Briefly describe the business of the corporation:

TRUCK DEALERSHIP

8. Capital stock of each class and series:

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding <i>Num of Shares</i>
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CNP	\$0.00000	3,000	\$0.00	100

9. Check here if the stock of the corporation is publicly traded: ☐

10. Report is filed for fiscal year ending: 12/31/ 2019

Signed by ANNE DINTINO , its OTHER OFFICER
on this 25 Day of February, 2020

EXHIBIT B



Kenworth Truck Company
P.O. Box 1000
Kirkland, Washington 98083-1000
(425) 828-5000

A DIVISION OF **DAF**

DEALER SALES AND SERVICE AGREEMENT

BETWEEN

KENWORTH TRUCK COMPANY

AND

KENWORTH OF SE NEW ENGLAND, INC.



A PACCAR COMPANY

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A PACCAR COMPANY

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DEALER SALES AND SERVICE AGREEMENT

This is an AGREEMENT between Kenworth Truck Company ("KENWORTH"), a division of PACCAR Inc, a Delaware corporation and the principal owners identified in Addendum D and, Kenworth of SE New England, Inc. ("DEALER"), a (corporation), (proprietorship), (partnership) (collectively referred to as "DEALER" throughout this AGREEMENT), duly incorporated in the State of Delaware, and doing business as Kenworth of Boston.

I. INTRODUCTION

A. PURPOSE AND GENERAL OBLIGATIONS. This AGREEMENT provides for the sale and servicing of KENWORTH trucks and tractors ("Vehicles"), and parts and accessories manufactured by or for KENWORTH and/or PACCAR Parts, a division of PACCAR Inc, ("Genuine Parts and Accessories") in a manner that will best serve the interests of KENWORTH, DEALER, other authorized KENWORTH dealers, and owners of Vehicles and Genuine Parts and Accessories (collectively called "PRODUCTS"). KENWORTH has selected its dealers based on their experience and commitment to provide adequate capital, equipment, personnel and facilities to sell and service PRODUCTS in a manner which promotes and maintains customer confidence and satisfaction and protects the reputation of PRODUCTS. Both KENWORTH and DEALER agree to use the highest ethical business standards in dealings with each other and with customers.

B. APPOINTMENT OF DEALER. Subject to the terms of this AGREEMENT, KENWORTH hereby grants DEALER a nonexclusive right to buy PRODUCTS identified in the attached Addendum A, to identify itself as an authorized KENWORTH dealer and to use Trademarks in the promotion, sale and servicing of PRODUCTS. KENWORTH reserves the right to revise Addendum A from time to time. DEALER has paid no fee for this AGREEMENT and no right granted by this AGREEMENT is a property right.

C. LOCATION OF DEALER FACILITY. DEALER will maintain a facility for the sale and servicing of PRODUCTS at Dealer Location(s) identified in Addendum B and in full compliance with all the requirements of Addendum B including identifying the facility with a sign.

D. TERM OF THE AGREEMENT. This AGREEMENT will become effective on **September 14, 2012** and will continue in effect for a period of **three (3) years** to expire on **September 14, 2015**, unless terminated as provided in Article VIII. This AGREEMENT may not be extended or renewed except in writing signed by the General Manager or other authorized employee of KENWORTH.



II. SALE OF PRODUCTS

A. DEALER RESPONSIBILITIES.

1. **PRODUCT Sales.** DEALER's fundamental obligation under this AGREEMENT is to stock, sell at retail and service the PRODUCTS in the area defined in Addendum C. DEALER agrees that KENWORTH may add new dealers to, relocate dealers in, or make changes to the area defined in Addendum C from time to time. DEALER expressly agrees to develop the sales volume necessary to meet DEALER's PERFORMANCE GOALS identified in Addendum C.

2. **DEALER Performance Evaluation.** KENWORTH and DEALER will meet periodically, but not less than annually, to evaluate DEALER's sales and service performance in the local market in accordance with the criteria of Addendum C and this AGREEMENT. These criteria include but are not limited to:

- a. The achievement of reasonable sales objectives as KENWORTH may establish, and as are set forth in Addendum C;
- b. Customer satisfaction with DEALER'S conduct, participation or assistance in sales transactions, as may be determined by KENWORTH through customer opinion polls, personal interviews, letters from customers or otherwise;
- c. The relationship of the registrations in the area defined in Addendum C of new KENWORTH Vehicles sold by DEALER to the total registrations in this same period of all new trucks of the same class (for this purpose, trucks of the same class will be those selected by KENWORTH for comparison which shall be generally competitive with KENWORTH Vehicles);
- d. DEALER'S performance under subparagraph c above, as compared with the performance of dealers similarly situated and with the national average for all KENWORTH dealers, and with the regional and district averages for all KENWORTH dealers in the region and district to which DEALER is assigned.
- e. The trend of DEALER'S sales performance over a period of time;



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- f. Conditions affecting the market for trucks;
 - g. DEALER'S participation in sales and promotional programs offered by KENWORTH;
 - h. DEALER'S inventory and sale of Genuine Parts and Accessories in relation to the population of KENWORTH Vehicles and similar vehicles of the same class in the area defined in Addendum C; and
 - i. DEALER's participation in, and use of, other programs, products and services offered by KENWORTH or KENWORTH affiliates.
3. Sales Operations and Product Promotion. DEALER agrees to establish and maintain a sales organization in accordance with the requirements for a minimum number of personnel and training certification defined in Addendum C. DEALER agrees to conduct all sales activities in full compliance with KENWORTH's sales directives and to maintain a high standard of ethical sales activity and advertising. Under no circumstances will DEALER solicit or make sales through sub-dealers, agents, or representatives without the prior written consent of KENWORTH. DEALER acknowledges that KENWORTH may sell direct to major customers from time to time. If such sales occur, KENWORTH may compensate DEALER in a manner and an amount to be determined by KENWORTH for the contribution of the DEALER to the sale. DEALER further agrees to the following:
- a. In order to maintain the confidence of the public in DEALER and PRODUCTS, DEALER shall use its best efforts to sell each customer PRODUCTS with specifications most appropriate to the customer's application and will not mislead or deceive its customers with respect to the specifications or performance of PRODUCTS.
 - b. DEALER shall use its best efforts to promote the sale of PRODUCTS in the area defined in Addendum C through systematic contacts with owners and users and prospective owners and users of PRODUCTS, and through such other means as may be specified from time to time by KENWORTH in its directives and suggestions.
 - c. DEALER shall at all times carry in stock an adequate inventory of unsold new KENWORTH Vehicles not ordered or held for specific customers as may be sufficient to meet the sales potential for KENWORTH Vehicles in the area defined



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in Addendum C. DEALER shall also at all times carry in stock an adequate inventory of Genuine Parts and Accessories as may be required to meet the sales potential for Genuine Parts and Accessories and the service needs of owners and users of KENWORTH Vehicles in the area defined in Addendum C.

- d. In order to further sales of new KENWORTH Vehicles, DEALER will engage in the purchase and sale of customer trade-ins of used heavy-duty vehicles as may be required to effectively compete in the area defined in Addendum C. KENWORTH may from time to time provide DEALER with lists of used heavy-duty vehicles available for sale. DEALER will use its best efforts to market such used heavy-duty vehicles.

4. Sales Reporting. To assist KENWORTH in the evaluation of current market trends, DEALER upon request will deliver a report in a form prescribed by KENWORTH promptly upon delivery of new vehicles to a customer. DEALER will also furnish other market information reasonably requested by KENWORTH from time to time.

5. Purchase Orders. When placing orders for PRODUCTS, DEALER will only use purchase order forms provided by KENWORTH. All orders are subject to acceptance by KENWORTH. No order may be canceled, except in accordance with KENWORTH's standard policy on order cancellation then in effect. KENWORTH will use its best efforts to fill any orders it has accepted, but will not be obligated to deliver to DEALER any particular number of PRODUCTS over a specific period of time.

6. Prices and Payments. KENWORTH may change prices and terms of sale from time to time. Unless otherwise agreed in writing, payments for Vehicles purchased shall be by medium of payment acceptable to KENWORTH against a wholesale line of credit established by DEALER and expressly approved by KENWORTH as provided for in Addendum D. KENWORTH will invoice DEALER for all PRODUCT purchases in accordance with KENWORTH's standard policy. In accordance with KENWORTH's credit policy, KENWORTH may place sales of Genuine Parts and Accessories on a payment in advance basis. DEALER's right to return Genuine Parts and Accessories shall be governed by the terms of KENWORTH's parts return policy then in effect.

7. Payment Default. Should DEALER fail to pay for, or should any applicable financing arrangement fail to provide credit for the payment of,



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any PRODUCTS ordered by DEALER when payment is due, KENWORTH may take any of the actions set forth in Addendum D.

8. Delivery. KENWORTH will select the distribution points, carriers and modes of transportation for delivery of PRODUCTS to DEALER. DEALER will reimburse KENWORTH for delivery, freight, and related costs as set out on KENWORTH's invoice to DEALER. Unless otherwise provided under KENWORTH's warranty procedures, DEALER will file and pursue any claims against any carrier for loss or damage during shipment. KENWORTH will not be liable for delay or failure to fill orders that have been accepted where the failure or delay is the result of any cause beyond KENWORTH's reasonable control, including domestic or foreign laws, governmental actions, war or civil disturbance, acts of God, interruptions of navigation, shipwreck, strikes or other labor troubles, delays of suppliers or carriers.

9. Warranty. DEALER agrees that the only warranties that will be applicable to each new PRODUCT will be the written limited warranty furnished by KENWORTH to the first retail purchaser of the PRODUCTS as it may be revised from time to time. DEALER is not authorized to provide any additional warranties or assume any additional obligations or liabilities on behalf of KENWORTH. DEALER agrees that at the time the customer signs an order, DEALER will explain the warranty to the customer and obtain the customer's signature acknowledging receipt thereof.

10. PRODUCT Alterations. DEALER will not alter any PRODUCT, or change or substitute any of its components as sold by KENWORTH, if it might affect the safe mechanical operation, safety or structural integrity of any PRODUCT.

B. ADVERTISING.

KENWORTH agrees to establish and maintain general advertising and promotion programs for the PRODUCTS. DEALER agrees to actively participate in cooperative advertising programs developed by KENWORTH from time to time for all DEALERS and to follow KENWORTH advertising guidelines in local advertising. DEALER also agrees to promote the purchase of PRODUCTS through DEALER's own advertising and sales promotion activities.

Neither KENWORTH nor DEALER will publish any advertising likely to mislead or deceive the public or impair the good will of KENWORTH or DEALER or the reputation of the PRODUCTS.

III. SERVICE AND PARTS



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A. DEALER RESPONSIBILITIES. DEALER agrees to establish and maintain a service and parts organization in accordance with the requirements for a minimum number of personnel with training certification defined in Addendum C. DEALER agrees to take all reasonable steps to provide service and parts for all PRODUCTS, regardless of where purchased, and whether or not under warranty, and to ensure that necessary repairs on PRODUCTS are performed in accordance with the highest professional standards and with the customer's consent.

1. Predelivery Service, Warranty Service, Campaign Inspections. DEALER will perform predelivery service on each new Vehicle, warranty service and recall campaign inspections and service in accordance with KENWORTH procedures then in effect. DEALER will procure special tools and service equipment as may be necessary to meet DEALER's obligations under this paragraph.

2. Reimbursement Rates. KENWORTH agrees to compensate DEALER for all warranty, and campaign inspection work related to recalls, in accordance with KENWORTH procedures and applicable law. Warranty service is provided for the benefit of customers and customers will not be obligated to pay any charges for warranty work, except as required by law.

3. Non-Genuine Parts or Accessories. DEALER has the right to sell, install or use parts or accessories which are not Genuine Parts and Accessories manufactured by or for KENWORTH. However, in cases where DEALER does not sell, install or use Genuine Parts and Accessories, DEALER will only use such other parts or accessories as will not adversely affect the mechanical operation or safety of the PRODUCTS being serviced or repaired, or will be equivalent in quality and design to Genuine Parts and Accessories.

If DEALER uses parts or accessories which are not Genuine Parts and Accessories or are not approved by KENWORTH or the PACCAR Parts division for use in PRODUCTS, DEALER does so at its own risk and KENWORTH will not be responsible to DEALER or to any third party for any products liability, warranty or other claim which may arise as a consequence of the installation and/or use of such parts.

B. ASSISTANCE PROVIDED BY KENWORTH.

1. Customer Lists. KENWORTH may, from time to time, furnish DEALER with a list of potential customers of PRODUCTS located in the area defined in Addendum C. This will enable DEALER to maintain regular and periodic contact with each such customer and make every reasonable effort to sell PRODUCTS. Also, if available, KENWORTH will furnish DEALER with a list of the owners of Vehicles located in areas where such



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Vehicles could reasonably be brought to the DEALER for service. This will enable DEALER to maintain regular and periodic contact with each such Vehicle owner and make every reasonable effort to see that every owner is satisfied with their Vehicle(s).

2. Sales and Service Training Assistance. KENWORTH periodically will offer general and specialized truck and parts sales, and other service and technical training programs and materials. DEALER agrees that its sales, service and/or parts personnel will participate in these programs. Completion of training programs is required to comply with training standards or recommendations set out in Addendum C.

3. Service Manuals and Materials. KENWORTH agrees to make available to DEALER copies of service manuals and bulletins, publications and technical data as KENWORTH deems necessary for the effective operation of DEALER's service and parts organization. KENWORTH will use its best efforts to make available such data and information before new PRODUCTS are introduced for sale. DEALER agrees to keep these manuals, publications and data current and available for use by its parts and service employees.

4. Field Sales and Service Personnel Assistance. KENWORTH agrees to make available field personnel who will periodically advise DEALER on sales, parts and service related subjects, including fleet sales, product quality, technical adjustment, repair, replacement and sale of PRODUCTS, customer relations, warranty administration, and service and parts merchandising, training and management.

IV. CAPITAL STANDARDS

A. NET WORKING CAPITAL. DEALER agrees to establish and maintain net working capital in accordance with Addendum D. If at anytime DEALER's net working capital falls below the minimum requirements as determined by KENWORTH financial standards for dealership capitalization, DEALER shall take all steps reasonably necessary to meet such minimum capital requirements.

B. OWNERSHIP. Addendum D also sets forth the identity of all DEALER owners and their respective ownership interests in DEALER (called "DEALER PRINCIPAL(S)") and the principal managers, who may or may not have ownership interests (called "OPERATING MANAGER(S)") of DEALER. DEALER acknowledges that this is a personal service contract. The effectiveness of DEALER is ultimately dependent upon the DEALER PRINCIPAL(S) and OPERATING MANAGER(S) who must assume full managerial authority and responsibility for DEALER business. No change in ownership or change in DEALER PRINCIPAL(S) shall be made without first consulting with and obtaining KENWORTH's prior written consent. DEALER also agrees to notify KENWORTH



of any changes in OPERATING MANAGER(S). Any change approved by KENWORTH will be contained in a new Addendum D.

V. ACCOUNTS, RECORDS AND REPORTS

A. UNIFORM ACCOUNTING SYSTEM. DEALER agrees to maintain a uniform accounting system designated by KENWORTH, and in accordance with KENWORTH policies, procedures and forms, as amended from time to time. In addition, DEALER will furnish to KENWORTH, by the twentieth of each month, in the manner set forth in the KENWORTH Accounting Manual and in a format and on forms prescribed by KENWORTH, a complete and accurate financial and operating statement covering the preceding month and DEALER's fiscal year-to-date operations. DEALER will also promptly furnish to KENWORTH a copy of any adjusted financial or operating statement prepared by or for DEALER.

B. AUDIT OF DEALER RECORDS. DEALER agrees that KENWORTH will have the right, at all reasonable times and during DEALER's regular business hours, to examine, audit and reproduce all records, accounts and other data relating to the sale and service of PRODUCTS by DEALER. KENWORTH will provide a copy of the report of the examination or audit to DEALER upon request.

C. CONFIDENTIALITY. KENWORTH agrees that it will not provide any data or documents submitted to KENWORTH pursuant to this Article V to any independent third party, unless authorized by DEALER, required by law, or otherwise pertinent to legal proceedings. DEALER agrees that KENWORTH may provide such data to affiliated entities such as PACCAR Financial Corp., provided that such entities have agreed to comply with the terms of this provision governing confidentiality. DEALER also agrees that KENWORTH may use such data or documents to generate composite data which KENWORTH believes will be useful to share with its dealers to assist them in improving operations. Such composite data will not specifically identify any dealer.

VI. TRADEMARKS, SERVICE MARKS AND TRADE NAMES

A. USE BY DEALER. KENWORTH authorizes DEALER to use the "Kenworth", "KW & Design" and "KW" trade names, trademarks and logos (hereinafter "Trademarks"). KENWORTH grants to DEALER the nonexclusive privilege of displaying or otherwise using Trademarks solely in connection with the promotion and sale of PRODUCTS from approved location(s).

DEALER agrees, however, that it will promptly discontinue the display and use of any Trademarks, and will change the manner in which any Trademarks are displayed and used when requested to do so by KENWORTH. DEALER further agrees that it will do nothing to impair the value of or contest KENWORTH's use or ownership of any trademark, design mark, service mark or trade name at any time acquired, claimed or adopted by KENWORTH. In addition, no company



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owned by or affiliated with DEALER or any DEALER PRINCIPALS may use any Trademarks or PRODUCT name without the prior written consent of KENWORTH.

B. DISCONTINUANCE OF USE. Upon termination, non-renewal or expiration of this AGREEMENT, DEALER agrees that it will immediately discontinue all use of the word "Kenworth" and the Trademarks, or similar words and cease representing itself as an authorized KENWORTH Dealer. Thereafter DEALER will not use, either directly or indirectly, any Trademarks, trademarks of affiliated companies, or any other similar trademarks in a manner likely to cause confusion or mistake or to deceive the public. In addition, DEALER will promptly remove all PRODUCT signs bearing the word "Kenworth" or the Trademarks from its facilities at DEALER's sole cost and expense.

In the event DEALER fails to comply with its obligations herein within thirty (30) days of termination, non-renewal or expiration, KENWORTH will have the right to enter upon DEALER's premises and remove, without liability, all signs bearing the word "Kenworth" or using any Trademarks. DEALER will reimburse KENWORTH for any costs and expenses incurred in connection with the enforcement of this paragraph, including reasonable attorney's fees.

VII. DEALER'S REPRESENTATION OF COMPETING LINES

KENWORTH PRODUCTS have traditionally been sold primarily through independently owned dealerships. Representing multiple lines of competing truck manufacturers may create conflicts of interest resulting in inadequate representation of KENWORTH PRODUCTS. Demands on capital, personnel and other limited resources of a dealership may become increasingly difficult to balance when they must be allocated among several competing product lines. For these reasons, DEALER agrees not to enter into a written agreement to sell and service the competitive vehicles of another truck manufacturer without providing at least sixty (60) days prior written notice to KENWORTH so that KENWORTH may evaluate and discuss with DEALER the likely effect of such an action on DEALER, KENWORTH and other KENWORTH dealers. In conducting its evaluation KENWORTH will consider and discuss with DEALER the following:

- a. Whether and to what degree the competing line competes with KENWORTH's major product lines;
- b. Whether DEALER already represents the competing line with the acceptance or approval of KENWORTH;
- c. Whether DEALER's representation of competing lines in another KENWORTH dealer's marketing area is likely to cause competitive injury to that dealer.



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- d. Whether DEALER's capital, personnel and management resources will be adequate to represent more than one line; and
- e. For non-exclusive facilities, whether the facility is adequate to support an additional line.

VIII. TERMINATION OF AGREEMENT

This section explains the circumstances under which the AGREEMENT may be terminated by either party, the procedure to be followed, and the consequences of termination. Identifying specific events which could result in termination is intended to reduce the possibility of misunderstandings between KENWORTH and DEALER.

A. TERMINATION BY DEALER. DEALER may voluntarily terminate this AGREEMENT at any time by written notice to KENWORTH. Termination will be effective thirty (30) days after KENWORTH receives such notice unless otherwise mutually agreed in writing.

B. TERMINATION FOR CAUSE.

1. Immediate Termination. KENWORTH will have the right to terminate this AGREEMENT immediately in any of the following situations:

- a. Any misrepresentation to KENWORTH by DEALER or any Owner or DEALER PRINCIPAL in applying for this AGREEMENT or for approval as Owner or DEALER PRINCIPAL of DEALER;
- b. If DEALER, or any Owner, officer, or DEALER PRINCIPAL of DEALER, is convicted of any felony or of any violation of law which in KENWORTH's sole opinion tends to adversely affect the business or interests of DEALER or KENWORTH, or to impair good will associated with the Trademarks;
- c. Submission by DEALER to KENWORTH of: (i) false claims for reimbursement, sales incentives, warranty claims, refunds, rebates or credits; (ii) false financial information, sales reports or other data required by KENWORTH; or (iii) false statements relating to predelivery or warranty service, campaign inspections, servicing, repairing, or maintenance required by KENWORTH;
- d. If DEALER is closed for a period of five (5) consecutive days, except when due to an event beyond DEALER's reasonable



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control such as acts of God, war or civil disturbance, labor strikes or other labor trouble;

- e. Failure of DEALER to obtain or maintain any license, or the suspension or revocation of any license, necessary for the conduct by DEALER of its business pursuant to this AGREEMENT; or
- f. If DEALER becomes insolvent, as defined by the Uniform Commercial Code, or files any voluntary petition under any bankruptcy law, or executes an assignment for the benefit of creditors, or any petition is filed by any third party to have DEALER declared bankrupt or to appoint a receiver or trustee, or another officer having similar power, and such filing or appointment is not vacated within thirty (30) days or there is any levy under attachment or execution or similar process which is not vacated or removed by payment or bonding within ten (10) days.
- g. Any attempted or actual sale, transfer or assignment by DEALER of this AGREEMENT, ownership interests in the DEALER, or any of the rights granted DEALER under this AGREEMENT, or any attempted or actual transfer, assignment or delegation by DEALER of any of the responsibilities assumed by it under the AGREEMENT, including but not limited to removal, withdrawal or change of Owner or DEALER PRINCIPAL, without the prior written consent of KENWORTH;

2. Termination Upon Sixty (60) Days Notice. If any of the following events has occurred and KENWORTH determines that the matter may require termination of this AGREEMENT, KENWORTH will so advise DEALER in writing. If DEALER does not correct the condition within thirty (30) days after notice is sent, KENWORTH will have the right to terminate this AGREEMENT upon an additional sixty (60) days notice, subject to DEALER's right to arbitrate under Article IX. Events which may result in such termination include:

- a. The conduct, directly or indirectly, of DEALER's operations from a facility other than a facility and location specifically approved in Addendum B, without the prior written consent of KENWORTH;
- b. Any sale or transfer, by operation of law or otherwise, of any of the location(s) approved in Addendum B or of substantially



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- all of the assets required in the conduct of DEALER's operations, without the prior written consent of KENWORTH;
- c. Any dispute, disagreement or controversy between or among Owners, DEALER PRINCIPALS, officers or managers of DEALER which, in the sole opinion of KENWORTH, adversely affects the operations, management, reputation or business interests of DEALER or KENWORTH or the reputation of KENWORTH's PRODUCTS;
 - d. Any refusal to permit KENWORTH to examine or audit DEALER's accounts and records as provided in Article V upon receipt by DEALER of written notice from KENWORTH requesting such permission or information;
 - e. Repeated failure of DEALER to furnish timely sales or financial information and related data;
 - f. Failure of DEALER to establish or maintain required net working capital or adequate wholesale credit lines;
 - g. Failure of DEALER to pay KENWORTH for any PRODUCTS in accordance with the terms and conditions of sale;
 - h. Failure of DEALER to accept an amended form of the AGREEMENT or renewal within thirty (30) days after its presentation to DEALER if the AGREEMENT is substantially the same as offered and accepted by a substantial majority of KENWORTH dealers or if any applicable law or regulation, or any new interpretation thereof indicates that a change in any of the provisions of the AGREEMENT is necessary or desirable;
 - i. Entry by DEALER into a written agreement to sell and service vehicles for another truck manufacturer at an exclusive facility identified in Addendum B;
 - j. Other than performance failures set out below in Article VIII.B.3, any other failure to comply with material provisions of the AGREEMENT and/or minimum standards set forth in Addenda to the AGREEMENT.
3. Termination For Failure of Performance on Ninety (90) Days Notice. If, upon evaluation of DEALER's performance pursuant to Addenda B and C, KENWORTH determines that DEALER has failed to perform adequately its sales responsibilities or to provide adequate facilities, KENWORTH will



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review promptly with DEALER the nature and extent of such failure(s). KENWORTH will notify DEALER in writing of DEALER's failure of performance and will grant DEALER one hundred eighty (180) days from the date of such notice to correct such failure(s). If DEALER fails or refuses to correct such failure(s) or has not made substantial progress towards remedying such failure(s) at the expiration of such period, KENWORTH may terminate this AGREEMENT upon ninety (90) days notice.

4. Termination Based on Market Withdrawal. This AGREEMENT will terminate upon the effective date of KENWORTH's ceasing to manufacture or sell PRODUCTS subject to any notice requirements under applicable federal or state laws.

5. Termination Upon Death or Incapacity. KENWORTH will have the right to terminate this AGREEMENT in the event of the death or incapacity of any Owner or DEALER PRINCIPAL identified in Addendum D, upon ninety (90) days written notice to DEALER. Notwithstanding its right to terminate under this paragraph 5, KENWORTH agrees to permit succession to majority ownership or DEALER PRINCIPAL by any person provided they are approved as an Owner or DEALER PRINCIPAL by KENWORTH in accordance with the then current policies and procedures of KENWORTH. Provided DEALER is not then in default under any of the provisions of this Article VIII, Company also will grant DEALER one hundred eighty (180) days from the date of such death or incapacity to submit a succession plan for KENWORTH's approval.

C. EFFECTIVE DATE OF TERMINATION. If any period of notice of termination required under this Article VIII is less than that required by applicable law, the period of notice required will be deemed to be the minimum period required by such law.

D. EFFECT OF TERMINATION.

1. The Right to Purchase PRODUCTS. Upon sending any notice of termination, expiration or non-renewal, KENWORTH will have no further obligation to sell and DEALER will have no right to purchase any PRODUCTS. Any decision to permit DEALER to purchase PRODUCTS thereafter will be in KENWORTH's sole discretion and will not be construed as a waiver of the termination or a renewal, extension or continuation of this AGREEMENT. Upon the expiration or prior termination of this AGREEMENT, KENWORTH will have the right to cancel any and all pending requests by DEALER to purchase PRODUCTS and any shipments scheduled for delivery to DEALER.

2. Repurchase of PRODUCTS.



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- a. **KENWORTH's Obligations.** Upon expiration, non-renewal or termination of this AGREEMENT, KENWORTH will repurchase from DEALER the following PRODUCTS which DEALER initially purchased from KENWORTH or from a source designated by KENWORTH:

(i) New, unused, unmodified and undamaged current model KENWORTH Vehicles then in DEALER's inventory. The repurchase price will be the original purchase price paid by DEALER, less all prior refunds or other allowances made by KENWORTH to DEALER with respect to the original purchase (and less standard freight charges).

(ii) New, unused and undamaged Genuine Parts and Accessories then in DEALER's inventory which are in good and saleable condition, provided that they are listed in the then current KENWORTH Dealer Parts Price List. The prices for such Genuine Parts and Accessories will be the prices last established by KENWORTH for dealers in the area in which DEALER is located (less standard re-stocking and freight charges).

(iii) Tools and equipment required by KENWORTH and then owned by DEALER especially designed for servicing KENWORTH Vehicles. The purchase prices for tools and equipment will be the price paid by DEALER less appropriate depreciation or such other price as the parties may negotiate.

KENWORTH shall have no obligation to repurchase PRODUCTS as provided herein in the event DEALER and KENWORTH agree to renew this AGREEMENT.

- b. **DEALER's Responsibilities.** DEALER's right to reimbursement under Article VIII.D.2.a is contingent upon the following:

(i) Within thirty (30) days after the date of expiration or the effective date of termination of this AGREEMENT, DEALER will request KENWORTH in writing to purchase the qualifying inventory and tools and will provide KENWORTH with a detailed and accurate list of such inventory and tools. After receiving the list, KENWORTH may, in its discretion, enter upon DEALER's premises to verify the inventory and tools as qualifying under Article VIII.D.2.a.



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(ii) DEALER agrees to execute and deliver to KENWORTH instruments satisfactory to KENWORTH conveying good and marketable title to the inventory and tools as KENWORTH may require. If such property is subject to any lien or charge of any kind, DEALER agrees to secure the discharge and satisfaction thereof prior to the repurchase of the inventory and tools.

(iii) DEALER agrees to allow KENWORTH to remove, at its own expense, all signage bearing KENWORTH Trademarks before DEALER is eligible for payment hereunder.

- c. Payment by KENWORTH. KENWORTH will make payment for all repurchased items as soon as practicable upon DEALER's compliance with the obligations set forth in Article VIII.D.2.b, above. Any amount due DEALER at termination shall be fully subject to set-off against any amounts owed KENWORTH by DEALER.

IX. VOLUNTARY ARBITRATION OF DISPUTES

In order to encourage DEALER and KENWORTH to resolve disputes in an efficient and inexpensive manner, DEALER and KENWORTH may mutually agree that any disputes, protests, controversies or claims, whether for damages, stays of action or otherwise, ("Disputes"), may be resolved by arbitration. If DEALER and KENWORTH agree to arbitrate a Dispute, it shall be subject to arbitration under the following procedures:

A. FILING CLAIM. Unless otherwise agreed, arbitration may be initiated by DEALER filing a written request therefor no later than sixty (60) days after KENWORTH and DEALER have agreed to resolve the Dispute by arbitration. DEALER's written request to arbitrate, together with the appropriate filing fee, shall be filed by DEALER with the Office of the American Arbitration Association located nearest to the DEALER, which shall then become the site of the arbitration proceedings, unless otherwise agreed between the parties. The arbitration request should state clearly and completely the nature of DEALER's claim and its basis, the amount involved, if any, and the remedies sought.

B. EXCLUSIVE REMEDY. Unless the parties specifically agree otherwise at the time they elect to arbitrate the Dispute, arbitration shall be the sole and exclusive remedy of DEALER for that Dispute, and the decision and award of the arbitrator shall be final and binding on both parties. At DEALER's request, KENWORTH will agree to mediation of the Dispute prior to binding and final arbitration.



C. PROCEDURES. The arbitration and/or mediation will be conducted in accordance with the Commercial Rules of the American Arbitration Association then in effect (hereinafter referred to as the "Commercial Rules"), except as modified by mutual agreement of the parties, and in compliance with the United States Arbitration Act (9 U.S.C. Section 1, et. seq.).

D. CHOICE OF ARBITRATOR. Unless the DEALER at its option requests three (3) arbitrators, the arbitration shall be heard by a single arbitrator mutually agreeable to the parties, who, unless the parties agree otherwise, shall be an attorney at law admitted to practice for at least ten (10) years with substantial commercial experience and selected from a panel of American Arbitration Association arbitrators. If the parties fail to reach agreement within fifteen (15) days of the DEALER's request to arbitrate, an arbitrator (or three arbitrators, if the DEALER so elects) meeting these qualifications shall be named by the American Arbitration Association from such panel in accordance with the Commercial Rules, provided that the arbitrator(s) selected shall not have previously provided legal representation in litigation between motor vehicle manufacturers and motor vehicle dealers.

E. ARBITRATOR'S AWARD. If the arbitrator finds that KENWORTH has acted in accordance with provisions of this AGREEMENT, the standards set forth in 15 U.S.C. Sections 1221-1225 (the "Dealer's Day in Court Act"), and any applicable federal, state or local law, the arbitrator shall render an award in favor of KENWORTH. If the award in favor of KENWORTH relates to termination or nonrenewal of this AGREEMENT, the termination or nonrenewal shall be expressly recognized by DEALER as having been made without breach by KENWORTH of the AGREEMENT, the Dealer's Day in Court Act, or any applicable federal, state or local law. The termination or nonrenewal shall then become effective on the date of the award. If the arbitrator renders an award in favor of DEALER relating to a Dispute involving termination, KENWORTH's notice of termination shall be void and shall not be deemed to constitute a breach of this AGREEMENT. The arbitrator shall not have the authority to award punitive damages for any Dispute or to impose remedies unavailable in a court of law. The decision and award of the arbitrator shall be conclusive as to all matters within the arbitrator's jurisdiction in all other proceedings between parties, their successors or assigns, and judgment upon the award may be entered in any Court of competent jurisdiction.

F. PAYMENT OF FEES. The parties agree to compensate the arbitrator commensurate with the professional standing of the arbitrator and in accordance with the Commercial Rules. The compensation of the arbitrator, the administrative fees and charges of the American Arbitration Association, and the other expenses of the arbitration shall be borne equally by the parties and each party shall bear its own legal fees, provided that in all cases in which the DEALER



A PACCAR COMPANY

is entitled to recovery of its legal fees under applicable state or federal law, KENWORTH shall pay such fees.

G. TIME PERIOD. Unless KENWORTH and DEALER specifically agree to the contrary, and subject to the Commercial Rules and the procedures of the American Arbitration Association, the arbitration hearing shall be concluded not more than one hundred and eighty (180) days after the date of DEALER's written request to arbitrate.

X. DEFENSE AND INDEMNIFICATION BY KENWORTH

KENWORTH will assume the defense of DEALER and agrees to indemnify and hold DEALER harmless in any legal proceeding naming DEALER as a defendant and involving any PRODUCT when the proceeding involves allegations of: breach of warranty, or a defect in manufacture or design; provided that KENWORTH has available sufficient evidence to support the conclusion that DEALER has not done or failed to do any act which would provide an independent basis for any allegations of liability against DEALER. DEALER agrees to cooperate fully in developing the facts necessary for defense of the lawsuits whether or not DEALER remains a party. The obligations of the parties set forth in this Article X shall survive the termination of this AGREEMENT.

XI. MISCELLANEOUS PROVISIONS

A. ENTIRE AGREEMENT. This AGREEMENT and Addenda constitute the entire AGREEMENT made by the parties and cancels and supersedes any and all previous agreements relating to the subject matters covered herein.

B. AMENDMENT. No amendment of any portion of this AGREEMENT will be valid or binding unless approved in writing by an authorized representative of each of the parties.

C. COLLATERAL ASSIGNMENT. DEALER may not pledge, assign, hypothecate, or grant a security interest in, this AGREEMENT or DEALER's right, title or interest therein.

D. SEVERABILITY. If any term or provision of this AGREEMENT is adjudged by any court or government agency to be invalid, void or unenforceable, such term or provision will be deemed deleted from this AGREEMENT and the remaining provisions thereof will continue in full force and effect.

E. GOVERNING LAW. This AGREEMENT will be governed and construed according to the laws of the state in which DEALER is located. To the extent a valid law of any jurisdiction requires any obligations or rights under this AGREEMENT to be exercised other than in accordance with this AGREEMENT, the rights and obligations shall be exercised in accordance with such law. All provisions of this AGREEMENT shall be construed in light of this paragraph.



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F. WAIVERS. Any failure of either party at any time to require performance by the other party of any provision herein will not be deemed to be a waiver by such party of any subsequent breach or violation of the same or any other provision.

G. NOTICES. Any notice required to be given by either party to the other under or in connection with this AGREEMENT will be in writing and delivered personally or by certified mail, return receipt requested and will be effective from the date of receipt. Addresses are as follows:

**Kenworth of Buffalo, NY, Inc. Attn: Dennis Dintino, President, 100
Commerce Drive, Buffalo, NY 14219-1040**

**Kenworth Truck Company, Attn: General Manager, 10630 NE 38th PL,
Kirkland, WA 98033**

H. NEW AND SUPERSEDING DEALER AGREEMENTS. In the event any new and superseding form of this AGREEMENT is offered by KENWORTH to all authorized KENWORTH dealers at any time prior to the expiration of the term of this AGREEMENT, and a substantial majority (no fewer than sixty-five percent (65%)) accept it, KENWORTH may, by written notice to DEALER, terminate this AGREEMENT and replace it with a new AGREEMENT in the new and superseding form for a term not less than the then unexpired term of this AGREEMENT. In that event, such termination shall be effective, without further notice, upon the earlier of: (i) execution of a new and superseding form of this AGREEMENT by DEALER; or (ii) thirty (30) days after a new AGREEMENT is offered and sent to DEALER for execution.

I. INDEPENDENT ENTITY. DEALER is not KENWORTH's agent in any respect and has not been granted any express or implied authority to incur obligations or make representations binding upon KENWORTH.

By their signatures hereto, KENWORTH and DEALER agree to abide by the terms and conditions of this AGREEMENT in good faith and for their mutual benefit.

Kenworth of SE New England, Inc.

By: 

Dennis J. Dintino

Title: President

Date: 9/14/12

Kenworth Truck Company

By: 

Gary L. Moore

Title: Vice President and
General Manager

Date: 9/17/12



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ADDENDUM A: PRODUCTS

KENWORTH OF SE NEW ENGLAND, INC.

Effective September 14, 2012, DEALER has a non-exclusive right to buy the following models of New trucks/tractors bearing the name "Kenworth": 953, C500B, C540B, K100E, T660, T700, T800, T2000, W900B, and W900L (Heavy Duty) and T300 and T400 (Medium Duty), and Genuine Parts and Accessories consisting of new parts, components and accessories manufactured by or for KENWORTH and/or the PACCAR Parts Division of PACCAR Inc, designed primarily for use on such Vehicles (the Vehicles and their Genuine Parts and Accessories are referred to in the Dealer Sales and Service Agreement collectively as "PRODUCTS").

This Addendum shall remain in full effect until superseded by a new Addendum A furnished DEALER by KENWORTH. This Addendum A cancels and supersedes any previous Addendum A.

Kenworth Truck Company

By: 

Gary L. Moore

Title: Vice President and
General Manager



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ADDENDUM B: DEALERSHIP LOCATION AND FACILITY STANDARDS

KENWORTH has entered into this Agreement in reliance upon DEALER's representation that it will establish and maintain DEALER facilities and operations only at the following location(s) identified in this Addendum:

Main Location: **K860**
1157 Turnpike Street
Stoughton, MA 02072

Exclusive: Yes
Class 8 – Kenworth
Medium Duty – Kenworth

Moreover, it is the mutual desire of DEALER and KENWORTH that DEALER's facilities reflect a premium image and distinctive appearance consistent with all other duly authorized KENWORTH dealers. DEALER agrees that the facilities will at all times be in compliance with standards set forth in this Addendum, as amended from time to time.

DEALER further agrees to the following:

1. **Operating Hours.** DEALER will maintain its DEALER operations open for business as follows:

Main Location: Stoughton, MA (K860)

New and Used Truck Sales -- **Monday through Friday, from 8:00 AM to 5:00 PM; and 8:00 AM to 12:00 PM on Saturday; closed Sunday.**

Parts and Service -- **Monday through Friday, from 7:00 AM to 6:00 PM; and 8:00 AM to 12:00 PM on Saturday; closed Sunday.**

These days and hours of operation are customary and lawful for truck dealers where DEALER is located.

2. **Signs.** Subject to applicable law, DEALER will erect and maintain at the DEALER location(s), at DEALER's expense, standard product and service signs owned by KENWORTH, as well as such other signs authorized by KENWORTH as are necessary to identify the DEALER Operations effectively and as recommended by KENWORTH. DEALER shall in no way alter or modify the signs without obtaining prior written approval from KENWORTH.



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3. Computer Systems. DEALER will acquire, install, maintain and upgrade at DEALER's sole expense, standardized electronic data processing systems, business systems, communication systems and appropriate software compatible with KENWORTH's systems. The computer terminals for the system will be installed and maintained by DEALER at location(s) identified herein. Furthermore, DEALER will use the systems in accordance with KENWORTH's instructions.
4. Evaluation of DEALER Facilities. KENWORTH will periodically evaluate DEALER's facilities in accordance with the terms of this Addendum. KENWORTH will provide DEALER with a written evaluation.

DEALER will maintain a facilities which will reflect favorably upon and preserve the goodwill of DEALER, KENWORTH and all other KENWORTH dealers and which will meet KENWORTH's current minimum facilities standards as to size, cleanliness, appearance, features, Kenworth signage and corporate identity. DEALER shall use the Kenworth name in its legal name and/or a dba in a manner or form subject to KENWORTH's prior approval. At such time as sales show the requirement for additional facilities within the geographic area used by KENWORTH to establish DEALER's sales quotas for Vehicles and Genuine Parts and Accessories, DEALER may be expected to establish outlets in additional locations with the prior written approval of KENWORTH.

It is agreed that each facility shall meet the following minimum standards:

Main Location: Stoughton, MA (K860)

- (1) At least 12 service bays adequate for servicing heavy-duty trucks.
- (2) 2,100 square feet for parts storage with adequate racking of which 1,700 square feet will be used for visual display.
- (3) Adequate tools for heavy equipment maintenance.

For facilities designated as "exclusive" in this Addendum, DEALER agrees that the facility will be dedicated to selling and servicing KENWORTH PRODUCTS and DEALER acknowledges that KENWORTH has entered into this AGREEMENT in reliance on DEALER's representation to provide and maintain an exclusive facility which will not be used by DEALER to represent competitive truck manufacturers.

For nonexclusive facilities approved by KENWORTH, DEALER recognizes that if it engages in other business activities in the facilities and/or on the DEALER location(s), the facilities necessary for the sale and servicing of PRODUCTS may be adversely affected. For these reasons, DEALER agrees that it will not substantially



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modify, relocate, change the usage of, reduce or expand the DEALER location(s) or the facilities without KENWORTH's prior approval.

All changes in the DEALER location(s) and facilities that may be agreed upon by DEALER and KENWORTH pursuant to this Addendum shall be reflected in a new Addendum B which supersedes and cancels the existing Addendum B.

Kenworth of SE New England, Inc.

By: 
Dennis J. Dintino

Title: President

Date: 9/14/12

Kenworth Truck Company

By: 
Gary L. Moore

Title: Vice President and
General Manager

Date: 9/17/12



A **PACCAR** COMPANY

ADDENDUM C: OPERATING REQUIREMENTS, PERFORMANCE GOALS AND SALES/SERVICE EVALUATION

OPERATING REQUIREMENTS. DEALER agrees to meet the following minimum operating requirements to order, sell, and service KENWORTH Vehicles.

At its main facility, **Stoughton, MA (K860)**, DEALER will:

1.

2.

3.

4.

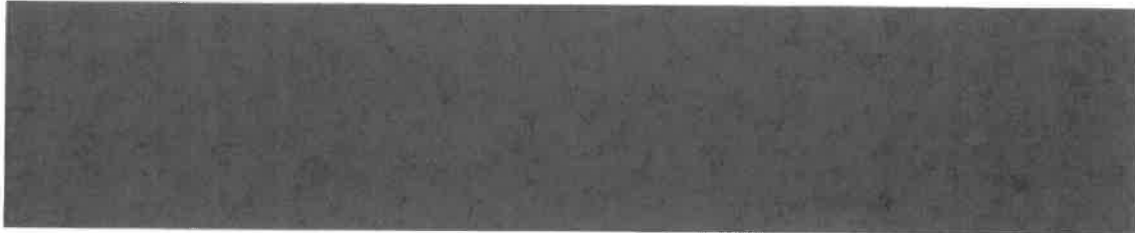
5.

PERFORMANCE GOALS, SALES AND SERVICE EVALUATIONS. KENWORTH will evaluate DEALER's sales and service performance periodically and agrees to review such evaluations with DEALER so that DEALER may take prompt action if necessary to improve its sales and service performance. KENWORTH will provide DEALER with a copy of such evaluation. KENWORTH will evaluate DEALER's performance based on criteria set forth in Article II.A.2. of the Dealer Sales and Service Agreement and this Addendum C, including but not limited to:

1. Achievement of fair and reasonable PERFORMANCE GOALS as KENWORTH may establish at its discretion;
2. The trend of DEALER's sales and service performance over a reasonable period of time;



3. The manner in which DEALER has conducted its sales and service operations, including advertising, sales promotions and customer relations



These performance goals are established in reliance on the DEALER's commitment to promote maximum sales in the non-exclusive Class 8 areas consisting of the following "counties": **Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk and Worcester in the State of Massachusetts; Bristol, Kent, Newport, Providence and Washington in the State of Rhode Island.**

For Medium Duty products, these performance goals are established in reliance on the DEALER's commitment to promote maximum sales in the non-exclusive area consisting of the **Boston, MA--NH; Brockton, MA; New Bedford, MA; Barnstable-Yarmouth, MA; Providence-Fall River-Warwick, RI-MA Metropolitan Statistical Areas (MSAs)**

To further DEALER's marketing efforts in the above areas,

A. KENWORTH consents to the facilities established at **1157 Turnpike Street, Stoughton, MA 02072 (K860)**. DEALER and KENWORTH agree that DEALER must maintain a KENWORTH-approved full service facility comparable to existing KENWORTH dealer facilities in markets of similar size and sales potential. DEALER and KENWORTH further agree that the above facility is suitable in size and design to properly sell and service Kenworth Class 8 and Medium Duty products, that it will be exclusively dedicated to representing ONLY Kenworth and that DEALER will conduct business with KENWORTH from this facility under the trade name of "**Kenworth of Boston.**"

If this facility or another KENWORTH approved facility and location which meets the criteria listed above is not maintained in this primary marketing area, it is mutually agreed by DEALER and KENWORTH that the following counties will no longer be a part of the DEALER's sales territory: **Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk and Worcester in the State of Massachusetts; Bristol, Kent, Newport, Providence and Washington in the State of Rhode Island.**

For Medium Duty products, if this facility or another KENWORTH approved facility and location which meets the criteria listed above is



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not maintained in this primary marketing area, it is mutually agreed by DEALER and KENWORTH that the following MSA(s) will no longer be a part of the DEALER's sales territory: **Boston, MA--NH; Brockton, MA; New Bedford, MA; Barnstable-Yarmouth, MA; Providence-Fall River-Warwick, RI-MA Metropolitan Statistical Areas (MSA).**

Upon providing DEALER one hundred and eighty (180) days prior written notice, KENWORTH may in its sole discretion alter the area described above at any time by written notice to DEALER and/or appoint additional dealers in the area without altering the area.

DEALER may sell outside this area and other KENWORTH dealers may sell into the area from approved locations. If KENWORTH uses this area in part or in whole to establish performance goals for another KENWORTH dealer, the performance goals established for DEALER in this AGREEMENT shall be adjusted accordingly.

KENWORTH provides DEALER periodically and at annual meetings product information and data and other confidential information ("Confidential Information") to assist DEALER in the sales and servicing of PRODUCTS. Confidential Information may be in written form, including without limitation, drawings, specifications, data, graphs and letters; in electronic form; or part of KENWORTH'S marketing or promotion plans. DEALER agrees to not disclose such Confidential Information to third parties without the written permission of KENWORTH and to use Confidential Information only for purposes and in a manner approved by KENWORTH. KENWORTH agrees to identify in advance whether information and data provided to DEALER is Confidential Information. Confidential Information shall not include information that is or becomes publicly available, including without limitation information that DEALER obtains from its customers or other sources.

In addition, DEALER agrees that the Action Plans signed and dated June 28, 2012 are hereby incorporated and made part of the agreement:

- 1) To make the following changes concurrent with the transition:
 - a) To move all real property (land and buildings) off the Balance Sheet of Kenworth of Buffalo into a separate Property Holding Company;
 - b) To convert all Long Term Intercompany Payables (approximately \$588K) to equity;
 - c) To retain all income, less distributions required to pay taxes, in both businesses (Kenworth of Buffalo and Kenworth of SE New England, Inc.) until PACCAR's Working Capital and Net Worth standards are met
- 2) For all owners of the new entity (Kenworth of SE New England, Inc) to sign new joint and several \$500,000 personal guarantees concurrent with the transition;



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- 3) For Kenworth of Buffalo to provide an unlimited corporate guarantee for the new entity (Kenworth of SE New England, Inc.) concurrent with the transition;
- 4) To open a Kenworth-exclusive (Class 5-8) full service dealership with PacLease with at least 30,000 sq. ft. of total building area on 4.0+ usable acres that meets or exceeds Kenworth's facility standards at the Excellence level (80%) in the South of Boston market (see the orange area on the attached map) no later than February 28, 2014;
- 5) To open a Kenworth-exclusive (Class 5-8) full service dealership with PacLease with at least 24,000 sq. ft. of total building area on 3.0+ usable acres that meets or exceeds Kenworth's facility standards at the Excellence level (80%) in the North of Boston market (see the purple area on the attached map) no later than August 31, 2015;
- 6) To operate a full service PacLease franchise properly staffed with adequate vehicles available for rent and lease in the Boston market no later than February 28, 2014;
- 7) To floor all new Kenworth vehicles at all Kenworth of Buffalo dealerships including all facilities in the Boston market with PACCAR Financial Corporation (PFC), and to achieve a minimum PFC heavy duty retail market share of at least 30% across the Kenworth of Buffalo network by December 31, 2012;
- 8) To maintain a PACCAR Parts Loyalty at all Kenworth of Buffalo locations of at least 60% on an ongoing basis;
- 9) To hire three or more dedicated Kenworth truck sales professionals for the Boston market by November 30, 2012;
- 10) To comply with all requirements of the PACCAR Engine Agreement for the new dealership in the Boston market within 60 days of the transition from Tri-State Kenworth.

Kenworth of SE New England, Inc.

By: 
Dennis J. Dintino

Title: President

Date: 9/14/12

Effective Date: September 14, 2012

Kenworth Truck Company

By: 
Gary L. Moore

Title: Vice President and
General Manager

Date: 9/17/12



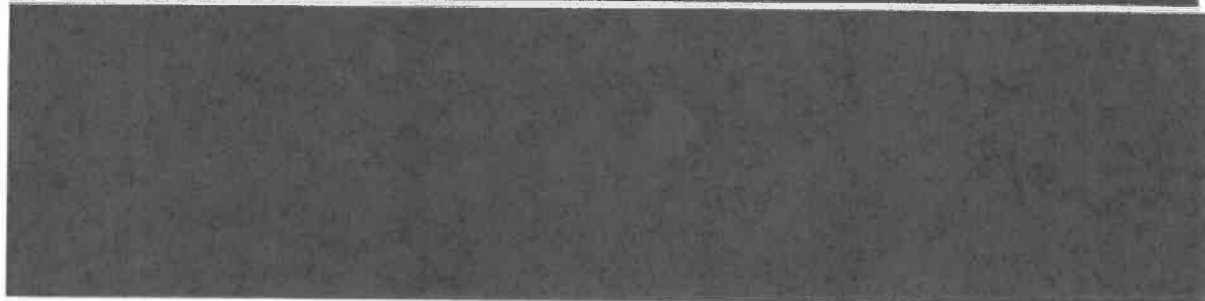
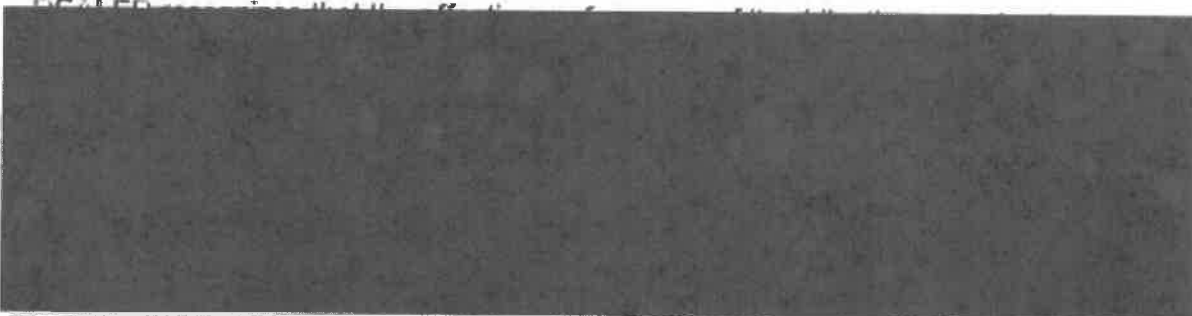
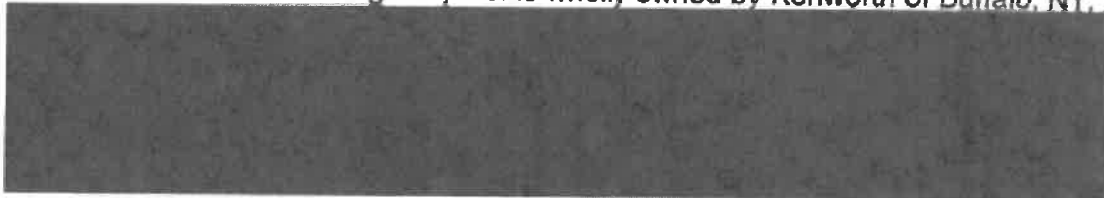
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ADDENDUM D: STATEMENT OF OWNERSHIP AND FINANCIAL AND MANAGEMENT STANDARDS

STATEMENT OF OWNERSHIP AND MANAGEMENT. This Addendum is executed effective as of **September 14, 2012** pursuant to Articles I and IV of the Agreement. KENWORTH enters into the Agreement in reliance upon personnel qualifications, representations and present financial condition of the persons identified below and upon DEALER's assurances that the following persons and only the following persons will be the owners of DEALER.

<u>NAME</u>	<u>TITLE</u>	<u>OWNERSHIP%</u>
Kenworth of Buffalo, NY, Inc.*		100%

*Kenworth of SE New England, Inc. is wholly owned by Kenworth of Buffalo, NY, Inc.

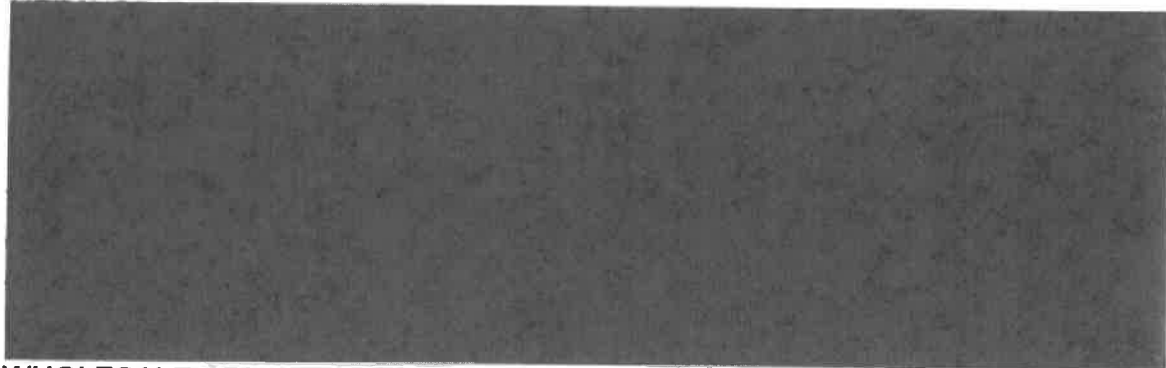




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Company), including but not limited to, Kenworth Truck Company, and PACCAR Parts Division and their respective successors, endorsees and assigns (collectively "PACCAR"). This guarantee will be maintained during the term of this Agreement and for all such obligations incurred by DEALER during that term.

PURCHASE MONEY SECURITY AGREEMENT. DEALER will execute PACCAR's standard Purchase Money Security Agreement and accompanying Financing Statements.



WHOLESALE CREDIT. DEALER recognizes that in order to operate successfully, it must maintain flooring lines of credit adequate to meet its ongoing obligations. Accordingly, DEALER agrees to obtain, maintain and increase as KENWORTH may require, adequate flooring and lines of credit from reputable financial institution(s) or other credit source expressly approved by KENWORTH.

DEFAULT IN PAYMENT. Should DEALER when payment is due fail to pay for, or fail to obtain financing to pay for, any PRODUCTS ordered by DEALER, KENWORTH may, with respect to any such PRODUCTS, take any of the following actions:

- (a) Store them at the sole risk and expense of DEALER;
- (b) Cause them to be shipped elsewhere (including returning the same to KENWORTH) at DEALER's expense, including expenses for storing, handling, and shipping; or
- (c) Sell them directly to any other KENWORTH dealer or other party, all expenses or losses occasioned thereby to be borne by DEALER.

FINANCIAL MANAGEMENT PERSONNEL ASSISTANCE. KENWORTH agrees to make available field personnel who will periodically advise DEALER on subjects relating to financial management of DEALER.

OTHER FINANCIAL STANDARDS. DEALER agrees to comply with all other KENWORTH financial standards, including changes or additions thereto, published by KENWORTH from time to time. KENWORTH agrees that DEALER will have a



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reasonable period of time to comply with changes or additions to KENWORTH financial standards.


Kenworth of SE New England, Inc.

By: 
Dennis J. Dintino

Title: President

Date: 9/14/12

Kenworth Truck Company

By: 
Gary L. Moore

Title: Vice President and
General Manager

Date: 9/12/12



ADDENDUM E: RIGHT OF FIRST REFUSAL

This Addendum is made a part of, and incorporated into, the Dealer Sales and Service Agreement between Kenworth Truck Company ("KENWORTH") and Kenworth of SE New England, Inc. ("DEALER"), dated September 14, 2012.

WHEREAS, DEALER desires to have KENWORTH provide assistance in identifying potential buyers in the event DEALER decides to sell its business, or any branch thereof (and DEALER has not otherwise entered into an agreement with KENWORTH governing succession); and

WHEREAS, KENWORTH desires to have an option to purchase and a right of first refusal in the event DEALER decides to sell its business, or any branch thereof;

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties hereinafter set forth, it is agreed as follows:

1. DEALER shall give KENWORTH notice in writing before undertaking any efforts to sell the dealership. The notice will contain a description of the assets to be sold, the proposed selling price, and other terms relevant to the sale. Upon request, KENWORTH agrees to provide assistance to DEALER in locating buyer candidates acceptable to both KENWORTH and DEALER, although DEALER shall independently negotiate any buy/sell agreement. KENWORTH also agrees to make best efforts to conditionally approve potential buyers to facilitate DEALER's negotiations. Upon conditionally approving a specific buyer, KENWORTH will waive its right of first refusal as to that buyer.
2. In the event KENWORTH refuses to approve DEALER's proposed transfer or sale of any ownership interest in the dealership, KENWORTH shall have, under Paragraph 4 herein, the right of first refusal in the event the DEALER has entered into a written buy/sell agreement or, under Paragraph 5 herein, an option to purchase the dealership assets, including any leasehold interest or realty, if the DEALER has not yet entered into such an agreement.
3. If KENWORTH intends to exercise its right of first refusal and/or option to purchase the dealership, it must so advise DEALER in writing of its decision within thirty (30) days of receiving the DEALER's written request for approval of sale or transfer to a bona fide buyer identified in DEALER's request. DEALER agrees that KENWORTH shall have the right to assign its right to exercise its option to purchase or right of first refusal to any third party it may select and KENWORTH hereby guarantees the full payment of the purchase price by such assignee.
4. If KENWORTH has refused to approve the transfer or sale of DEALER'S ownership or assets and DEALER has entered into a bona fide arms length written agreement governing such transfer or sale, KENWORTH'S right under this paragraph shall be a



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right of first refusal, permitting KENWORTH to assume the buyer's rights and obligations under such written agreement. The purchase price and other terms of sale shall be those set forth in such agreement and any related documents. KENWORTH may request and DEALER agrees to provide any and all supporting documents relating to the transfer or sale which KENWORTH may require to assess the bona fides of the agreement. Refusal to provide such documentation or to state that no such documents exist shall create the presumption that the buy/sell agreement is not a bona fide agreement.

5. If KENWORTH has refused to approve the transfer or sale of DEALER'S ownership or assets and DEALER has not entered into a bona fide arms length written agreement governing such transfer or sale, then KENWORTH shall have the option to purchase the principal tangible and intangible assets of DEALER used in the dealership operations, including real estate and/or leasehold interest, and to terminate the Dealer Sales and Service Agreement. The purchase price for the dealership shall be the fair market value of the business as negotiated by the parties.

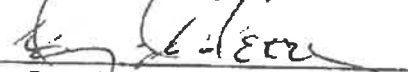
IN WITNESS WHEREOF, the parties have executed this Addendum to be effective as of **September 14, 2012**.

Kenworth of SE New England, Inc.

By: 
Dennis J. Dintino

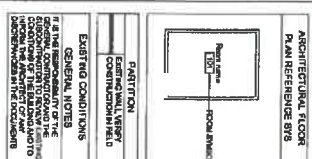
Title: President

Kenworth Truck Company

By: 
Gary L. Moore

Title: Vice President and
General Manager

EXHIBIT C



BUILDING D

① SITE PLAN
SCALE: 1" = 20'-0"

SITE.101



Town of Middleton Classification Plan

GRADE	TITLE:
1	GRADE ONE
	Assistant COA Director
2	GRADE TWO
3	GRADE THREE
	Administrative Assessor Assistant Town Clerk
4	GRADE FOUR
	Assistant Library Director Assistant Treasurer Collector
5	GRADE FIVE
	Assistant (Principal) Assessor Conservation Agent COA Director
6	GRADE SIX
	Building Commissioner Deputy DPW Superintendent Health Director Town Planner
7	GRADE SEVEN
	Library Director Treasurer/Collector
8	GRADE EIGHT
	Assistant Town Administrator DPW Superintendent

Correspondence and informational materials



BOY SCOUTS OF AMERICA®

Troop 19, Middleton MA

March 6 , 2021

Andrew Sheehan, Town Administrator
48S Main Street
Memorial Hall
Middleton, MA 01949

Dear Mr. Sheehan

The scouts, leaders and members of the Troop Committee of Scouts BSA, Troop 19 in Middleton, MA take great pleasure in announcing that having completed the requirements for, and having been examined by an Eagle Scout Board of Review, Saranya (Mira) Plante was found worthy of the rank of Eagle Scout. Her Eagle Project was to plant multiple erosion gardens along the Ipswich River here in Middleton. Each location was planted with native species that will attract birds and bees along with protecting the river bank area. Mira is the first female scout to earn the rank of Eagle from Troop 19 and we are very proud of her.

In honor of this achievement, **Mira's family has scheduled an Eagle Scout Court of Honor for Saturday, March 20, 2021, virtually at 2:00 on ZOOM. If you would like to attend (or one of the selectmen) please RSVP with your email address by MARCH 18 to Vidulaplante@gmail.com or 978-884-4087.** Your presence would be greatly appreciated.

The troop committee would appreciate a letter or certificate acknowledging this achievement. The acknowledgements will be compiled and placed in a scrapbook commemorating this special occasion and presented to her.

The troop committee would like to thank you in advance for taking time from your busy schedule to help this community recognize the achievements and service of Saranya Plante, our newest Eagle Scout.

Sincerely,

Melissa Stankus
Middleton Troop 19
Eagle Scout Coordinator

Please send citations for Saranya to Melissa Stankus, 5 Towne Road, Middleton MA 01949

