

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
NORTHBRIDGE TOWN HALL
7 MAIN STREET - WHITINSVILLE, MA 01588
March 3, 2014 AT 7:00 P.M.**

REVISED

**IF THIS MEETING IS CANCELLED DUE TO INCLEMENT WEATHER, THIS AGENDA WILL BE TAKEN UP ON
TUESDAY, MARCH 4, 2014 AT 7:00 p.m.**

PLEDGE OF ALLEGIANCE

I. APPROVAL OF MINUTES

A. January 27, 2014

II. PUBLIC HEARINGS

B. 7:05 P.M. Rockdale Sports Bar, LLC/Vote to transfer All Alcohol Common Victualler license from The Pardee Group, Inc. d/b/a The Grill [John Pardee, Mgr.] to Rockdale Sports Bar, LLC [David MacNeil, Mgr.]

III. APPOINTMENTS

IV. CITIZENS' COMMENTS/INPUT

V. DECISIONS

C. Rockdale Sports Bar, LLC, 2043 Providence Road, Northbridge [David MacNeil]/1) Application to transfer the Common Victualler's License from The Pardee Group, Inc. d/b/a The Grill [John Pardee, Mgr.] to Rockdale Sports Bar, LLC [David MacNeil, Mgr.] 2) Rockdale Sports Bar, LLC, 2043 Providence Road, Northbridge [David MacNeil]/Application to transfer the Sunday Entertainment License from The Pardee Group, Inc. d/b/a The Grill [John Pardee, Mgr.] to Rockdale Sports Bar, LLC [David MacNeil, Mgr.] 3) Rockdale Sports Bar, LLC, 2043 Providence Road, Northbridge [David MacNeil]/Application to transfer the Entertainment License from The Pardee Group, Inc. d/b/a The Grill [John Pardee, Mgr.] to Rockdale Sports Bar, LLC [David MacNeil, Mgr.]

D. 1) School Department [Nancy Spitulnik, Supt.]/Vote to authorize the Superintendent of Schools to submit a Statement of Interest to the Mass. School Building Authority for W. Edward Balmer School [Please read statement] 2) School Department [Nancy Spitulnik, Supt.]/Vote to authorize the Superintendent of Schools to submit a Statement of Interest to the Mass. School Building Authority for Northbridge Elementary School [Please read statement] 3) School Department [Nancy Spitulnik, Supt.]/Vote to authorize the Superintendent of Schools to submit a Statement of Interest to the Mass. School Building Authority for Northbridge Middle School [Please read statement] E. Spring Annual Town Meeting [May 6, 2014]/Vote to place articles on warrant

VI. DISCUSSIONS

F. FY 15 School Budget Overview/Present: Finance Committee and School Department

G. Irene Congdon, DEP /Review RFP for Solid Waste Contract

H. Departmental Updates [July through December]/Present: James Sheehan, Building Inspector, Doreen Cedrone, Town Clerk and Jennifer Woodward, Library Director.

I. Registered Marijuana Dispensary – (draft) Zoning Bylaw provision

VII. TOWN MANAGER'S REPORT

J. 1) Bid Conference for Sutton Street Project

2) Open Space & Recreation Plan Update Committee/Public Workshop @ 6PM, Tuesday, April 08, 2014 at the Town Hall 3) Installation of caution signs for potholes 4) Tax Title Property Auction

VIII. SELECTMEN'S CONCERNS

IX. ITEMS FOR FUTURE AGENDA

X. CORRESPONDENCE

XI. EXECUTIVE SESSION

K. Under M.G.L. Chapter 30A, S21 #3 – To discuss strategy with respect to collective bargaining

THIS AGENDA IS SUBJECT TO CHANGE

**Board of Selectmen's Meeting
January 27, 2014**

A meeting of the Board of Selectmen was called to order by Chairman Nolan at 7:00 PM, Northbridge Town Hall, 7 Main Street, Whitinsville, MA. **Present:** Messrs. Athanas, Marzec, Ampagoomian and Melia. **Also Present:** Theodore D. Kozak, Town Manager.

The Pledge of Allegiance was recited by those present.

Chairman Nolan announced that Selectman Athanas is running late but will be in attendance shortly.

Presentation of Certificate of Appreciation to Dr. Merle F. MacNeil in honor of his retirement. Chairman Nolan presented Dr. Merle F. MacNeil with a certification of appreciation in honor of his retirement. He then mentioned that Dr. MacNeil has been a dedicated physician in Town for over 42 years. Dr. MacNeil thanked the Board of Selectmen, Town Manager and the Townspeople for taking the time to think of him and stated that it has been a pleasure working in the town. The Board of Selectmen thanked Dr. MacNeil and wished him well in his retirement.

Presentation of Certificate to Linda Skillen in honor of her retirement.

Town Manager Kozak presented Linda Skillen, Administrative Assistant to the Chief of Police, with a certificate in honor of her retirement from the Town of Northbridge after having served the Town for 30 years. Town Manager Kozak expressed his sadness and extended his appreciation for all the hard work and dedication that Mrs. Skillen provided to the Town of Northbridge and wished her well in her retirement. The Board of Selectmen thanked Mrs. Skillen for her years of dedication to the Town and then they all congratulated her and wished her well in her retirement.

Approval of Minutes. December 16, 2013 – A motion/Mr. Ampagoomian, seconded/Mr. Melia to approve the December 16, 2013 Meeting minutes as presented with the readings omitted. Vote yes/Messrs. Melia, Ampagoomian, Marzec and Nolan. **January 6, 2014** – A motion/Mr. Ampagoomian, seconded/Mr. Melia to approve the January 6, 2014 Meeting minutes as presented with the readings omitted. Vote yes/Messrs. Ampagoomian, Nolan, and Melia. Abstain/Mr. Marzec. **January 6, 2014 [Executive Session]** - A motion/Mr. Ampagoomian, seconded/Mr. Melia to approve but not release the January 6, 2014 Executive Session minutes as presented with the readings omitted. Vote yes/Messrs. Ampagoomian, Nolan, and Melia. Abstain/Mr. Marzec. **January 14, 2014 [Special Town Meeting]** – A motion/Mr. Ampagoomian, seconded/Mr. Melia to approve the January 14, 2014 Special Town Meeting minutes as presented with the readings omitted. Vote yes/Messrs. Ampagoomian, Marzec and Melia. Abstain/Mr. Nolan.

Public Hearings. None.

Appointments/By the Town Manager. **Shawn Matte, Administrative Assistant to the Chief of Police.** **Present: Shawn Matte, Walter Warchol, Chief of Police.** Town Manager Kozak mentioned that he recommends the appointment of Mrs. Matte and announced that she has some big shoes to fill as Linda Skillen's replacement and wishes her well. Chief Warchol mentioned that after interviewing several applicants Shawn was the most qualified candidate and has been an employee of the town for over 20 years. He noted that she will be an excellent fit and looks forward to working with her. The Board congratulated Mrs. Matte and welcomed her aboard. A motion/Mr. Ampagoomian, seconded/Mr. Marzec to affirm the Town Manager's appointment of Shawn Matte as the Administrative Assistant to the Chief of Police. Vote yes/Messrs. Marzec, Melia, Ampagoomian and Nolan.

Selectman Athanas arrived at 7:15 P.M.

Anna Struna, DPW Secretary/Clerk and James Shuris, DPW Director. Present: Anna Struna and James Shuris, DPW Director. Town Manager Kozak mentioned that he recommends the appointment of Ms. Anna Struna. Mr. Shuris announced that after interviewing several applicants Anna was by far the most qualified candidate and will be an asset to his department. The Board congratulated Ms. Struna and welcomed her aboard. A motion/Mr. Marzec, seconded/Mr. Melia to affirm the Town Manager's appointment of Anna Struna as the DPW Secretary/Clerk. Vote yes/Unanimous.

Citizens' Comments/Input. None.

Riverdale Cemetery Deed/Lot No. 27 [Laurine Raymond-Jordan] - A motion/Mr. Melia, seconded/Mr. Ampagoomian to sign the Riverdale Cemetery Deed for Lot #27 – Laurine Raymond-Jordan. Vote yes/Unanimous.

Spring Annual Town Meeting [May 6, 2014] /Vote to close warrant on Friday, March 7, 2014 @ Noon. A motion/Mr. Marzec, seconded/Mr. Melia to close the Spring Annual Town Meeting warrant on Friday, March 7, 2014 @ Noon. Vote yes/Unanimous.

Annual Town Election Warrant [May 20, 2014]. Vote to give notice to the Town Clerk to place vacancies from elected boards on the Town Election Warrant. A motion/Mr. Ampagoomian, seconded/Mr. Melia to notify the Town Clerk of the following vacancies and to place said vacancies on the May 20, 2014 Town Election Ballot: School Committee: One 2-year term, School Committee: One 1-year term, Trustees of Soldiers' Memorials – Non-Veteran: One 2-year term, Redevelopment Authority: One 1-year term, Redevelopment Authority: One 2-year term, Redevelopment Authority: One 3-year term, Redevelopment Authority: One 4-year term. Vote yes/Unanimous.

Armenian Apostolic Church/1) Request permission to hang a banner over Church Street from April 13, 2014 to April 27, 2014 in honor of "Martyrs' Day". A motion/Mr. Melia, seconded/Mr. Athanas to grant permission to the Armenian Church to hang a banner over Church Street from April 13th through April 27th in honor of "Martyrs' Day". Vote yes/Unanimous. **2) Request permission to hang a banner over Church Street from August 3, 2014 to August 17, 2014 to advertise their Annual Picnic to be held on Sunday, August 17, 2014.** A motion/Mr. Melia, seconded/Mr. Athanas to grant permission to the Armenian Apostolic Church to hang a banner over Church Street from August 3rd to August 17th to advertise their Annual Picnic to be held on Sunday, August 17, 2014. Vote yes/Unanimous.

Linda Usher/Request permission to hold the 26th Annual "Whitin Five Mile Road Race" on Thursday, November 27, 2014 (Thanksgiving Day) at 8:10 A.M. . A motion/Mr. Marzec, seconded/Mr. Melia to grant permission to Linda Usher to hold the 26th Annual "Whitin Five Mile Road Race" on Thursday, November 27, 2014 at 8:10 A.M., subject to the safety requirements of the Police Department. Vote yes/Unanimous.

Northbridge Education Foundation [Robert Knapik] 1) Request permission to hold their 3rd annual 5K Road Race & Walk, Saturday, March 29, 2014 @ 9:00 A.M. 2) Request permission to hang a banner across Church Street from March 9, 2014 to March 23, 2014 to advertise their race. **Present: Robert Knapik.** 1) A motion/Mr. Melia, seconded/Mr. Marzec to grant permission to the Northbridge Education Foundation to hold their 3rd annual 5K Road Race & Walk, Saturday, March 29, 2014 @ 9:00 A.M., subject to the safety requirements of the Police Department. Vote yes/Unanimous. 2) A motion/Mr. Melia, seconded/Mr. Marzec to grant permission to the Northbridge Education Foundation to hang a banner across Church Street from March 9, 2014 to March 23, 2014 to advertise their race. Vote yes/Unanimous.

Safety Committee Minutes [January 15, 2014]/Vote to accept recommendations. A motion/Mr. Athanas, seconded/Mr. Ampagoomian to accept the recommendations of the Safety Committee as outlined in the minutes of January 15, 2014. Vote yes/Messrs. Ampagoomian, Nolan, Marzec and Athanas. Abstain/Mr. Melia.

FEMA Flood Plain Mapping/Present: Mark Anderson, Heritage Design Group. Mark Anderson of Heritage Design Group announced that he asked the Board of Selectmen a couple years ago to support his plan to request a revision in the Mumford River's flood plain. That being said, after doing an extensive amount of studies of the river and their characteristics, FEMA has finally agreed with their calculations that the flood plain/zone needs to be lowered by two feet. Mr. Anderson mentioned that with the drop in elevation, property owners along the river would save a significant amount of money in flood insurance, and, in addition, reducing the flood plain area would free up seven to ten acres of industrial-zoned property which would be open for development. Mr. Anderson explained that now with everything being established from a technical standpoint, he is looking for the support of the Board of Selectmen to acknowledge that they agree to move forward with the flood study. Mr. Anderson also mentioned that it would also open up some commercial development from the other side of the Mumford River - Douglas Road. Town Manager Kozak mentioned that this item will be placed on the next Board of Selectmen's agenda [February 10, 2014].

Sewer Charges/Present: Mark Anderson, Heritage Design Group. Mr. Anderson mentioned that he is representing V. E. Properties, which property is owned by Vincent Osterman. That being said, he explained that Mr. Osterman and his family are developing a commercial business park off of Church Street extension. The first phase was to develop a new maintenance building which is up and operational right now. He mentioned that the next phase is going to be totally private developed, private roadway system and will never go to the Town. All of the infrastructure will be owned, operated and maintained by V.E. Properties. He then announced that Milford Regional Hospital is one of their largest tenants and they are putting up a new medical facility to replace the one on Granite Street. He then noted that when it came time to get their sewer connection permit, the way the regulations are written in Northbridge, is that the assessment charge is based on each individual unit. That being said, the medical facility will have about 98 fixtures in that particular building and after totaling the fixtures by unit it came up to around \$44,620, and that's just for the right to apply for a permit. After conducting some research, Mr. Anderson found that the Milford Regional Medical Center facility on Granite Street is slightly smaller, and they use about 700 to 800 gallons of water a day that average out to about two, four bedroom houses. That being said, the sewer connection fee charge would be about \$15,000.00. He also mentioned that he went to view the Tri-River Family Health Center in Uxbridge and stated that it is about the same size facility as the one that is being built on the Osterman property and then noted that their facility uses 700 to 800 gallons a day. Mr. Anderson mentioned that the sewer connection fee is too high and is asking the Board of Selectmen to review the charge. Town Manager Kozak mentioned that after working with Richard Sasseville, former DPW Director and CDM Corp, the fees were established about fifteen years ago to help recoup some of the costs for new buildings. Town Manager Kozak mentioned that the town has received the application for an abatement and then noted that it will probably be denied by Mark Kuras, Sewer Superintendent or James Shuris, DPW Director based on the town's current regulations. He also explained that after it's been denied it can come before the Board of Selectmen for them to review and make a decision. Selectman Melia asked Mr. Anderson what he considers a fair price and asked him to compare what other town's charge. Town Manager Kozak mentioned that you can't compare sewer charges with other towns because each town has different sewer structures. The Board of Selectmen will revisit this item at their next Board of Selectmen's meeting [February 10, 2014].

Building, Planning & Construction Committee Update/Present: Thomas Pilibosian, Chairman of the Building, Planning and Construction Committee and James Shuris, DPW Director.

Mr. Pilibosian mentioned that at their last meeting Mr. Shuris stated that he is putting together a proposal of what can be done on Fletcher Street. Mr. Shuris said that he is looking at a scaled down version of the facility at the existing site, 11 Fletcher Street. He then noted that they are looking to utilize the existing brick building and the possibility of putting a second floor on the facility for the administration. Mr. Shuris then stated they want to work outside the flood plain because they don't want to change the topography of the site. That being said, they will work with the Conservation Commission and Zoning Board to make sure nothing changes. He also mentioned that his department uses the Fire Station for seasonal storage on different pieces of equipment and is looking to continue storing their seasonal equipment there since they don't have the space at the Highway Department. Mr. Shuris explained that they are looking to make the facility/facilities as small as possible so that they can stay on the same site. Town Manager Kozak explained that the Building, Planning and Construction Committee is just looking to see if the Board of Selectmen would support the scaled down version of renovating the existing highway site. Selectman Athanas suggested that James Shuris, DPW Director and the Building, Planning and Construction Committee take their time and figure out all the logistics before presenting their proposal/plan for a new facility. He would rather have all the details and concept of the facility beforehand so there won't be any uncertainty when the proposal is presented to the Board and public.

Departmental Updates/Present: Walter Warchol, Police Chief, Gary Nestor, Fire Chief, James Shuris, DPW Director, and R. Gary Bechtholdt, Town Planner. Town Manager Kozak mentioned that the Police Department and Planning Board are unable to present their updates this evening and noted that they will be rescheduled to a later date. Town Manager Kozak then mentioned that the Fire Chief and DPW Director were present to provide updates on their accomplishments, budget projections and their future needs. With that being said, both Department Heads provided their departmental updates covering the period of July 1, 2013 through December 31, 2013. A copy of the department head's quarterly report can be found in the minute's book in the Town Manager's Office.

Findings on Adhoc Fields Committee/Present: James Marzec. Selectman Marzec provided an update on the town's playgrounds and athletic facilities. He mentioned the committee researched the conditions of the following fields: Linwood ball fields, Vail ball fields, Rockdale Foundation & American Legion Ball Fields, Riverdale Playground, Plummer's Playground and Lasell Field and then noted that the top five priorities for these facilities are: irrigation, field reconstruction, maintenance, vandalism and parking. He explained that irrigation is one of the most necessary elements for maintaining a good structure of grass for all of the baseball diamonds, soccer fields and football fields. That being said, the following fields have irrigation and/or water lines: 1) Lasell Field & the fields behind the new High School (full), 2) Rockdale Foundation & American Legion Fields (water line & sprinkler system on Little League Baseball Diamond only), and 3) Vail Field (2 water lines), Linwood Ball Fields, Riverdale & Plummer's Park Playgrounds (nothing). Selectman Marzec then mentioned that field reconstruction is the next priority which includes: aeration, over seeding, loaming, fertilization and insecticide applications. The 3rd priority is maintenance which is lacking on all of the fields in town. Selectman Marzec mentioned that the DPW mows the grasses on all of the town fields and the school maintenance department mows the grasses at Lasell Field and the Athletic fields behind the new high school. That being said, the Adhoc Fields Committee agrees that a full-time maintenance and parks department was necessary in order to maintain these facilities and/or to reconstruct them as necessary. A full-time parks department under the leadership of the DPW and under the leadership of an experienced baseball and turf individual could help maintain these facilities and over time could save the town thousands of dollars from entire reconstructions of the ball fields. Selectman Marzec stated that overall the fields will require a lot of money to fix. He then mentioned that Kathy Robinson from the Worcester Regional Planning Office informed his committee that there might be some historical repair grant money [Vail Field bleachers] and that his committee can apply for it. That said, he mentioned that once the fields are suitable, the town

needs to continue to maintain and repair them properly for the present and future of the community. Selectman Marzec mentioned that he understands that this year will be difficult when it comes to finances but his committee was in charge of putting together a plan on the conditions of the town's playgrounds and athletic fields.

Town Manager's Report. 1) Mass. Municipal Association Annual Meeting & Trade Show:

Attended the Annual Trade Show meeting in Boston including various workshops and other functions. He mentioned that there were a number of guest speakers and noted that the Governor didn't present his budget at the meeting but did send the budget via the internet (just prior to the Mass. Municipal Assoc. Meeting). Town Manager Kozak noted that he was disappointed with the numbers because local aid and education was level funded. He then asked the Board of Selectmen if they wanted to invite Representative George Peterson, Senator Michael Moore, Senator Richard Moore and Congressman James McGovern in to discuss the budgets at a future Selectmen's Meeting. 2) **Tax Title Property**

Auction: Announced that tax title properties are being auctioned by the Treasurer/Collector's office on the proposed date - Friday, March 14, 2014 at Noontime. Properties being auctioned: 1) 2094 Quaker Street, Northbridge, 2) 84 Border Street, Whitinsville, and 3) C Street, Whitinsville. 3) **Real Estate Tax**

Due Date: Announced that Real Estate Taxes are due on February 1, 2014, but because it's a Saturday, property taxes will not be due until Monday, February 3, 2014. 4) **Ross Rajotte Bridge Update:** James Shuris, DPW Director, contacted the state about the ongoing work on the Ross Rajotte Bridge and was told that the work should be completed this April. 5) **Northbridge Memorial Town Hall – Mass.**

Historical Commission Preservation Award: Mentioned that the Town has applied for this year's 2014 Mass. Historical Preservation Award for the Northbridge Town Hall and is looking for the Board's support. 6) **Worcester Regional Transit Authority Bus Service Schedule:** Announced that he received

notice that the proposed change to Route B is being postponed indefinitely and that the original schedule will remain in effect until further notice. A notice regarding the bus schedule was placed on the town's website should anyone need the schedule or route information. 7) Announced that the Chairman of the Finance Committee would like to invite the Board of Selectmen and public to their meeting with the School Committee, tomorrow night @ 6:00 P.M. in the Board of Selectmen's Meeting Room.

Selectmen's Concerns. Selectman Ampagoomian 1) Asked Town Manager Kozak to look into the rededication of the Ross Rajotte Bridge. **2)** Asked if there are any ridership numbers from the Worcester Regional Transit Authority on the bus service. **3)** Announced the next Worcester County Selectmen's Meeting is being held on April 17, 2014, @ 6 P.M. in the Town of Millbury at the Asa Waters Mansion. **Selectman Marzec 1)** Asked if the town could build any permanent structures for the people who are waiting for the bus service. **2)** Mentioned that he received several phone calls on why the real estate's taxes went up. **3)** Mentioned that business owners are concerned about the business climate and suggested having some business owner's come in and provide ideas for the town. **4)** Announced that he is currently on the School Superintendent Search Committee and they are moving ahead with the interview process. **Chairman Nolan**/Mentioned that he attended the Mass. Municipal Association Conference and attended a seminar on "technology". He mentioned there was an open source app that was called "fixed my road" and this would be a way for people to report a pothole or problem in there town. He suggested that the town look into this app as it is supposed to be free.

A motion/Mr. Ampagoomian, seconded/Mr. Melia to adjourn the meeting. Vote yes/Unanimous.

Meeting Adjourned: 7:43 P.M.

Respectfully submitted,

James Athanas, Clerk

/dmg

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING – OPEN SESSION

January 27, 2014

Copy of Dr. Merle F. MacNeil's Certificate of Appreciation in honor of his retirement.

Copy of Linda Skillen's Certificate in honor of her retirement.

I. APPROVAL OF MINUTES

A. 1) Copy of December 16, 2013 minutes. **2)** Copy of January 6, 2014 minutes. **3)** Copy of January 6, 2014 Executive Session minutes. [Removed from backup documentation as they have not been released by Board of Selectmen]. **4)** Copy of January 14, 2014 Special Town Meeting minutes.

II. PUBLIC HEARING

III. APPOINTMENTS/By the Board of Selectmen

B. 1. a) Copy of memo from Walter Warchol, Chief of Police asking for Shawn Matte to be appointed as the new Administrative Assistant to the Chief of Police. **1. b)** Copy of Shawn Matte's resume. **2)** Copy of Anna Struna's appointment letter.

IV. CITIZENS' COMMENTS/INPUT

V. DECISIONS

C. Copy of Riverdale Cemetery Deed/Lot No. 27 for Laurine Raymond-Jordan.

D. No documentation.

E. Copy of memo dated January 22, 2014 from Doreen Cedrone, Town Clerk, regarding vacancies in Town Offices.

F. Copy of email from Peter Bedigian regarding 2014 Banner Requests for the Armenian Church.

G. 1) Copy of email from Linda Usher regarding the 26th annual Thanksgiving Whittin Five Road Race. **2)** Copy of response from Walter Warchol, Police Chief. **3)** Copy of response from James Shuris, DPW Director.

H. 1) Copy of email from Rob Knapik regarding Northbridge Education Foundation 5K Road Race and Walk. **2)** Copy of letter requesting permission for the NEF 5K Road Race and Walk/Map and requesting permission to hang a banner across Church Street. **3)** Copy of response from Walter Warchol, Police Chief. **4)** Copy of response from James Shuris, DPW Director.

I. Copy of Safety Committee Minutes [January 15, 2014].

VI. DISCUSSIONS

J. No documentation.

K. No documentation.

L. No documentation.

M. Departmental Updates **1)** Copy of Quarterly Report's from Fire Department, Department of Public Works and Community Planning & Development.

N. Copy of Ad Hoc Fields Committee Update

VII. TOWN MANAGER'S REPORT

O. 1) Mass. Municipal Association Annual Meeting & Trade Show – **No documentation.**

2) Tax Title Property Auction – **Copy of letter dated January 21, 2014 from Sullivan & Sullivan Auctioneers, LLC.**

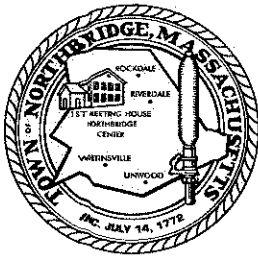
- 3) Real Estate Tax Due Date – **No documentation.**
- 4) Ross Rajotte Bridge Update – **No documentation.**
- 5) Northbridge Memorial Town Hall – Mass. Historical Commission Preservation Award – **Copy of letter to Brona Simon at the Mass. Historical Commission.**
- 6) Worcester Regional Transit Authority Bus Service Schedule – **No documentation.**

VIII. SELECTMEN’S CONCERNS - No documentation.

IX. ITEMS FOR FUTURE AGENDA- No documentation.

X. CORRESPONDENCE- No documentation.

XI. EXECUTIVE SESSION – No documentation.



**TOWN OF NORTHBRIDGE
OFFICE OF THE TOWN MANAGER
NORTHBRIDGE TOWN HALL
7 MAIN STREET
WHITINSVILLE, MASSACHUSETTS 01588
Phone- (508) 234-2095 Fax- (508) 234-7640
www.northbridgemass.org**

February 12, 2014

Via EMAIL: legalnotices@telegram.com

Dear Legal Department:

Please place the following Legal Notice in the **Saturday, February 15, 2014**, edition of the Worcester Telegram & Gazette.

**TOWN OF NORTHBRIDGE
PUBLIC HEARING NOTICE**

Notice is hereby given under Chapter 138, Section 15A of the M.G.L.'s, that the Northbridge Board of Selectmen will hold a public hearing on **Monday, March 3, 2014, at 7:05PM** in the Selectmen's Meeting Room, Northbridge Town Hall, 7 Main Street, Whitinsville, MA, concerning the application to transfer the liquor license of The Pardee Group, Inc. d/b/a The Grill [John Pardee, Manager], located at 2043 Providence Road, Northbridge, MA 01534 to Rockdale Sports Bar, LLC [Daniel MacNeil, Manager]. The description of the premises is as follows: 1.5 story building with 2 entrances/exits off of parking lot; 1 entrance/exit off side of building; first floor has 2 restrooms; taproom; bar area consisting of approx. 628 sq.ft.; a game area consisting of approx. 273 sq.ft.; basement has a storage area of approx. 273 sq.ft.; and a walk-in cooler approx. 6' x 6'. Approx. 1,100 total square feet.

Daniel J. Nolan, Chairman
Northbridge Board of Selectmen
February 15, 2014

Please send bill to:

Northbridge Town Hall
Town Manager's Office
7 Main Street
Whitinsville, MA 01588

Sincerely,

Sharon L. Susienka

Sharon L. Susienka
Exec. Asst. to the Town Manager

c: Attorney Gerald E. Shugrue
Daniel MacNeil
John Pardee

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Northbridge

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual) Rockdale Sports Bar, LLC

B. Business Name (if different) :

C. Manager of Record: David C. MacNeil

D. ABCC License Number (for existing licenses only) :

E. Address of Licensed Premises: 2043 Providence Road

City/Town: Northbridge

State: MA

Zip: 01534

F. Business Phone: (774) 245-0410

G. Cell Phone: (772) 245-0410

H. Email: dmacneil1225@charter.net

I. Website: www.rockdalesportsbar.com

J. Mailing address (If different from E.): 2068 Quaker Street

City/Town: Northbridge

State: MA

Zip: 01534

2. TRANSACTION:

- ☐ New License ☐ New Officer/Director ☐ Transfer of Stock ☐ Issuance of Stock ☐ Pledge of Stock
☒ Transfer of License ☐ New Stockholder ☐ Management/Operating Agreement ☒ Pledge of License

The following transactions must be processed as new licenses:

- ☐ Seasonal to Annual ☐ (6) Day to (7)-Day License ☐ Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

- ☒ \$12 Restaurant ☐ \$12 Hotel ☐ \$12 Club ☐ \$12 Veterans Club
☐ \$12 General On-Premises ☐ \$12 Tavern (No Sundays) ☐ \$15 Package Store

4. LICENSE CATEGORY:

- ☒ All Alcoholic Beverages ☐ Wine & Malt Beverages Only ☐ Wine or Malt Only
☐ Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- ☒ Annual ☐ Seasonal

6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME:

ADDRESS:

CITY/TOWN: STATE: ZIP CODE:

CONTACT PHONE NUMBER: FAX NUMBER:

EMAIL:

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises to be licensed. Please note that this must be identical to the description on the Form 43.

1.5 story building with 2 entrances/exits off of parking lot; 1 entrance/exit off side of building; first floor has 2 restrooms; taproom; bar area consisting of approx. 628 sq. ft.; a game area consisting of approx. 273 sq. ft.; basement has a storage area of approx. 273 sq. ft.; and a walk-in cooler approx. 6' x 6'.

Total Square Footage: Number of Entrances: Number of Exits:

Occupancy Number: Seating Capacity:

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

8. OCCUPANCY OF PREMISES:

By what right does the applicant have possession and/or legal occupancy of the premises?

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): Other:

Name: Phone:

Address: City/Town: State: Zip:

Initial Lease Term: Beginning Date Ending Date

Renewal Term: Options/Extensions at: Years Each

Rent: Per Year Rent: Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?
Yes ☐ No ☒

IMPORTANT ATTACHMENTS(4):

1. If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest with the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application.
2. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.
3. If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

9. LICENSE STRUCTURE:

The Applicant is a(n):

LLC

Other :

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization:

01/06/2014

State of Incorporation/Organization: MA

Is the Corporation publicly traded? Yes ☐ No ☒**10. INTERESTS IN THIS LICENSE:**

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license (e.g. landlord with a percentage rent based on alcohol sales).

IMPORTANT ATTACHMENTS (5):A. All individuals or entities listed below are required to complete a Personal Information Form.B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form.

| Name | All Titles and Positions | Specific # of Stock or % Owned | Other Beneficial Interest |
|------------------|--------------------------|--------------------------------|---------------------------|
| David C. MacNeil | Manager | 100% | |

*If additional space is needed, please use last page.

11. EXISTING INTEREST IN OTHER LICENSES:

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list said interest below:

| Name | License Type | Licensee Name & Address |
|------|---------------|-------------------------|
| | Please Select | |
| | Please Select | |
| | Please Select | |
| | Please Select | |
| | Please Select | |
| | Please Select | |
| | Please Select | |

*If additional space is needed, please use last page.

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list said interest below:

| Name | Licensee Name & Address | Date | Reason Terminated |
|------|-------------------------|------|-------------------|
| | | | Please Select |
| | | | Please Select |
| | | | Please Select |

13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list said interest below:

| Date | License | Reason of Suspension, Revocation or Cancellation |
|------|---------|--|
| | | |
| | | |
| | | |

14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :**A.) For Individual(s):**

1. Are you a U.S. Citizen? Yes ☐ No ☐
2. Are you a Massachusetts Residents? Yes ☐ No ☐

B.) For Corporation(s) and LLC(s) :

1. Are all Directors/LLC Managers U.S. Citizens? Yes ☐ No ☐
2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes ☐ No ☐
3. Is the License Manager or Principal Representative a U.S. Citizen?

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes ☐ No ☐

15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:**A.) For Individual(s):**

1. Are you a U.S. Citizen? Yes ☒ No ☐

B.) For Corporation(s) and LLC(s) :

1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes ☐ No ☒
2. Is the License Manager or Principal Representative a U.S. Citizen? Yes ☒ No ☐

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes ☒ No ☐

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:

B. Purchase Price for Business Assets:

C. Costs of Renovations/Construction:

D. Initial Start-Up Costs:

E. Purchase Price for Inventory:

F. Other: (Specify)

G: TOTAL COST

H. TOTAL CASH

I. TOTAL AMOUNT FINANCED

IMPORTANT ATTACHMENTS (6): Submit any and all records, documents and affidavits including loan agreements that explain the source(s) of money for this transaction. Sources of cash must include a minimum of three (3) months of bank statements.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):

personal savings account

*If additional space is needed, please use last page.

18. LIST EACH LENDER AND LOAN AMOUNT(S) FROM WHICH "TOTAL AMOUNT FINANCED" NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:

A.

| Name | Dollar Amount | Type of Financing |
|------|---------------|-------------------|
| n/a | | |
| | | |
| | | |

*If additional space is needed, please use last page.

B. Does any individual or entity listed in §19 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes ☐ No ☒

If yes, please describe:

19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)

A.) Is the applicant seeking approval to pledge the license? ☒ Yes ☐ No

1. If yes, to whom:

2. Amount of Loan: 3. Interest Rate: 4. Length of Note:

5. Terms of Loan :

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock? ☐ Yes ☒ No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory? ☐ Yes ☒ No

If yes, to whom:

IMPORTANT ATTACHMENTS (7): If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

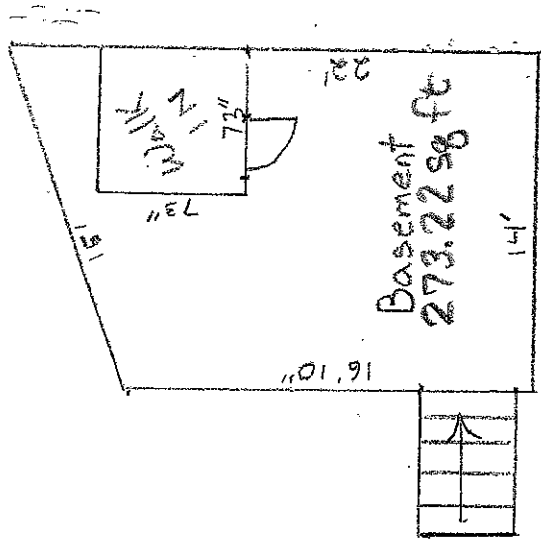
20. CONSTRUCTION OF PREMISES:

Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises: ☐ Yes ☒ No

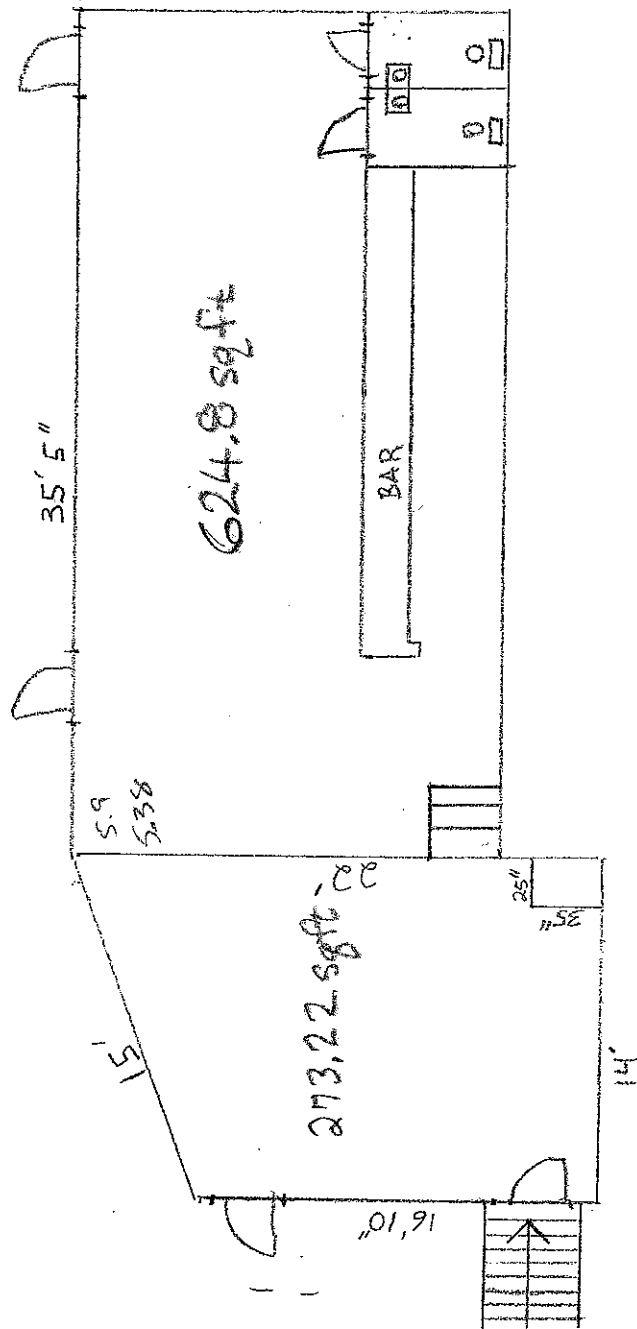
21. ANTICIPATED OPENING DATE:

IF ALL OF THE INFORMATION AND
ATTACHMENTS ARE NOT COMPLETE
THE APPLICATION WILL BE
RETURNED

The Grill 2043 Providence Rd Floor Plan



BAR AREA - 898.02 sq ft
STORAGE AREA - 273.22 sq ft



Additional Space

Please note which question you are using this space for.

#10

April, 2000 - March, 2004 - Tokyo Electron Limited
Grove Street
Austin, TX

Position:
Field Service Engineer

#

March, 2004 - May, 2005 - BeaconMedaes

Charlotte, NC

#

Position:
Field Service Engineer

May, 2005 - April, 2008 - Snap-On Tool
2068 Quaker Street
Northbridge, MA
(774) 245-0410

Position:
Franchise Owner Operator Mobile Company Store Manager

April, 2008 - July, 2010 - StaffU Smart
60 Man Mar Drive
Plainville, MA
(508) 809-6506

Position:
Sales Manager

July, 2010 - present - Savvy Staffing
60 Man Mar Drive
Plainville, MA
(508) 809-6506

Position:
Division Manager

| | | |
|----------|----------------|------------|
| #8 Rent: | Month 1 | Free |
| | Month 2 to 4 | \$1,250.00 |
| | Month 5 to 12 | \$1,500.00 |
| | Month 13 to 24 | \$2,000.00 |



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

MANAGER APPLICATION

All proposed managers are required to complete a Personal Information Form,
and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Business Name (dba):
Address:
City/Town: State: Zip Code:
ABCC License Number: Phone Number of Premise:
(If existing licensee)

2. MANAGER INFORMATION:

A. Name: B. Cell Phone Number:
C. List the number of hours per week you will spend on the licensed premises:

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes ☒ No ☐ B. Date of Naturalization: C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest
in a license to sell alcoholic beverages? Yes ☐ No ☒

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that
has been suspended, revoked or cancelled? Yes ☐ No ☒

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes ☐ No ☒

If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

See attached.

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature

Date



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

| | | | | |
|----------------------------|----------------------|------------------------|--|----------------|
| A. Legal Name of Licensee | David C. MacNeil | B. Business Name (dba) | Rockdale Sports Bar, LLC | |
| C. Address | 2043 Providence Road | | D. ABCC License Number (If existing licensee) | |
| E. City/Town | Northbridge | State | MA | Zip Code 01534 |
| F. Phone Number of Premise | (774) 245-0410 | G. EIN of License | 464405894 | |

2. PERSONAL INFORMATION:

| | | | | |
|---------------------------|--------------------|----------------------|----------------|----------------|
| A. Individual Name | David C. MacNeil | B. Home Phone Number | (774) 245-0410 | |
| C. Address | 2068 Quaker Street | | | |
| D. City/Town | Northbridge | State | MA | Zip Code 01534 |
| E. Social Security Number | | F. Date of Birth | 12/12/1965 | |
| G. Place of Employment | | | | |

3. BACKGROUND INFORMATION:

Have you ever been convicted of a state, federal or military crime? Yes ☐ No ☒

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

100%

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.

*If additional space is needed, please use the last page

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature

Date

1/14/14

Title

Manager

(If Corporation/LLC Representative)

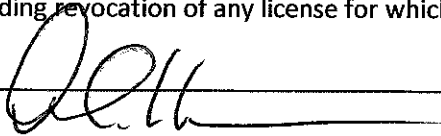
APPLICANT'S STATEMENT

I, David C. MacNeil the ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP member
of Rockdale Sports Bar, LLC, hereby submit this application for general on premises (hereinafter the
"Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and
together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the
Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief.
I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the
Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying
documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the
ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the
information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in
disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the
Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing
Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including,
but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or
consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the
Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and
representations made in the Application may result in sanctions, including the revocation of any license for which the
Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or
sanctions including revocation of any license for which this Application is submitted.

Signature:



Date:

1/14/14

Title:

Manager

VOTE OF
Rockdale Sports Bar, LLC

I, David C. MacNeil, Manager of Rockdale Sports Bar, LLC, do hereby certify that I am the duly elected Manager of Rockdale Sports Bar, LLC, and that the following is a true and correct copy of a resolution passed at a special meeting of the Board of Directors held on January 2, 2014 and that said resolution is still in full force and effect:

It was unanimously Voted that:

David C. MacNeil, is appointed Manager of Rockdale Sports Bar, LLC and is also authorized to apply for a transfer of an all alcoholic beverages license from the Pardee Group, Inc., into Rockdale Sports Bar, LLC and is authorized to execute any and all documents in connection therewith.

WITNESS my hand and seal this

day of

1/27, 2014


David C. MacNeil, Manager

**BOARD OF SELECTMEN
LICENSE ROUTING SLIP**

Business: Rockdale Sports Bar

Applicant: David MacNeil

Address: 2043 Providence Road, Northbridge, MA 01534

License Type: All Alcohol Common Victualler's License

DEPARTMENT: _____ **COMMENTS:** _____ **SIGNATURE:** _____

PLANNING:

N/A

R. J. Gosselin
02.06.14

POLICE:

FIRE:

BUILDING/ZONING:

CONSERVATION:

HEALTH:

Water

Trash

Other

ASSESSORS:

TREASURER/COLLECTOR:

Excise

Personal property

Real estate

Water / Sewer

Other

Please sign off and return the slip to the Town Manager's Office or offer comments via email to dgosselin@northbridgema.org or ssusienka@northbridgema.org. Thanks!!

Donna Gosselin

From: Walter Warchol <wwarchol@northbridgemass.org>
Sent: Thursday, February 06, 2014 11:51 AM
To: dgosselin@northbridgemass.org
Subject: RE: Rockdale Sports Bar (The Grill)

No problem; as long as they comply with all Town of Northbridge rules and regulations concerning alcohol establishments.

Chief

From: Donna Gosselin [mailto:dgosselin@northbridgemass.org]
Sent: Thursday, February 06, 2014 11:01 AM
To: gbechtholdt@northbridgemass.org; gnestor@northbridgemass.org; wwarchol@northbridgemass.org; jsheehan@northbridgemass.org; bouillette@northbridgemass.org; bkinney@northbridgemass.org; jgniadek@northbridgemass.org; rfitzgerald@northbridgemass.org; kyargeau@northbridgemass.org; jharris@northbridgemass.org
Subject: Rockdale Sports Bar (The Grill)

Good morning All – Please review the attached License Routing Slip and let me know your comments.

**BOARD OF SELECTMEN
LICENSE ROUTING SLIP**

Business: *Rockdale Sports Bar*

Applicant: David MacNeil

Address: 2043 Providence Road, Northbridge, MA 01534

License Type: All Alcohol Common Victualler's License

DEPARTMENT: _____ **COMMENTS:** _____ **SIGNATURE:** _____
PLANNING: _____

POLICE: _____

FIRE: The fire department has no concerns at this time – 2/07/14

Gary A. Nestor – Fire Chief *gan*

BUILDING/ZONING: _____

CONSERVATION: _____

HEALTH:

Water

Trash

Other

ASSESSORS: _____

TREASURER/COLLECTOR:

Excise

Personal property

Real estate

Water / Sewer

Other

Please sign off and return the slip to the Town Manager's Office or offer comments via email to dgosselin@northbridgema.org or ssusienka@northbridgema.org. Thanks!!

| |
|--|
| BOARD OF SELECTMEN LICENSE ROUTING SLIP |
|--|

Business: Rockdale Sports Bar

Applicant: David MacNeil

Address: 2043 Providence Road, Northbridge, MA 01534

License Type: All Alcohol Common Victualler's License

DEPARTMENT: _____ **COMMENTS:** _____ **SIGNATURE:** _____
PLANNING:

POLICE:

FIRE:

BUILDING/ZONING: Existing Bar 2-6-2014



CONSERVATION:

HEALTH:

Water

Trash

Other

ASSESSORS:

TREASURER/COLLECTOR:

Excise

Personal property

Real estate

Water / Sewer

Other

Please sign off and return the slip to the Town Manager's Office or offer comments via email to dgosselin@northbridgema.org or ssusienka@northbridgema.org. Thanks!!

**BOARD OF SELECTMEN
LICENSE ROUTING SLIP**

Business: Rockdale Sports Bar

Applicant: David MacNeil

Address: 2043 Providence Road, Northbridge, MA 01534

License Type: All Alcohol Common Victualler's License

DEPARTMENT: _____ **COMMENTS:** _____ **SIGNATURE:** _____
PLANNING:

POLICE:

FIRE:

BUILDING/ZONING:

CONSERVATION:

N/A

Barbara A. Kinney

HEALTH:

Water

Trash

Other

ASSESSORS:

TREASURER/COLLECTOR:

Excise

Personal property

Real estate

Water / Sewer

Other

Please sign off and return the slip to the Town Manager's Office or offer comments via email to dgosselin@northbridgemass.org or ssusienka@northbridgemass.org. Thanks!!

| |
|--|
| BOARD OF SELECTMEN LICENSE ROUTING SLIP |
|--|

Business: Rockdale Sports Bar

Applicant: David MacNeil

Address: 2043 Providence Road, Northbridge, MA 01534

License Type: All Alcohol Common Victualler's License

DEPARTMENT: _____ **COMMENTS:** _____ **SIGNATURE:** _____
PLANNING:

POLICE:

FIRE:

BUILDING/ZONING:

CONSERVATION:

HEALTH:

Applicant has filed the required Plan Review Application with the Board of Health which is currently under review by the Health Inspector. Other than the requirement to install a hand-wash sink - we do not anticipate any issues with this change in ownership. Food service remains limited to the preparation of pre-packaged foods only.

Jeanne M. Gniadek
BOH Administrator
2/24/14

ASSESSORS:

TREASURER/COLLECTOR:

| | |
|-------------------|---------------|
| Excise | Water / Sewer |
| Personal property | Other |
| Real estate | |

Please sign off and return the slip to the Town Manager's Office or offer comments via email to dgosselin@northbridgema.org or ssusienka@northbridgema.org. Thanks!!

| |
|--|
| BOARD OF SELECTMEN LICENSE ROUTING SLIP |
|--|

Business: *Rockdale Sports Bar*

Applicant: David MacNeil

Address: 2043 Providence Road, Northbridge, MA 01534

License Type: All Alcohol Common Victualler's License

DEPARTMENT: _____ **COMMENTS:** _____ **SIGNATURE:** _____
PLANNING:

POLICE:

FIRE:

BUILDING/ZONING:

CONSERVATION:

HEALTH:

Water

Trash

Other

ASSESSORS: No Issues. Bob Fitzgerald 02-06-14

TREASURER/COLLECTOR:

Excise

Personal property

Real estate

Water / Sewer

Other

*Please sign off and return the slip to the Town Manager's Office or offer
comments via email to dgosselin@northbridgemass.org or
ssusienka@northbridgemass.org. Thanks!!*

**BOARD OF SELECTMEN
LICENSE ROUTING SLIP**

Business: Rockdale Sports Bar

Applicant: David MacNeil

Address: 2043 Providence Road, Northbridge, MA 01534

License Type: All Alcohol Common Victualler's License

DEPARTMENT: _____ **COMMENTS:** _____ **SIGNATURE:** _____
PLANNING:

POLICE:

FIRE:

BUILDING/ZONING:

CONSERVATION:

HEALTH:

Water

Trash

Other

ASSESSORS:

Kimberly Arfangeau

TREASURER/COLLECTOR:

Excise ☐

Personal property ☐

Real estate 451.60

Water / Sewer ☐

Other

Please sign off and return the slip to the Town Manager's Office or offer comments via email to dgosselin@northbridgemass.org or ssusienka@northbridgemass.org. Thanks!!

| |
|--|
| BOARD OF SELECTMEN LICENSE ROUTING SLIP |
|--|

Business: Rockdale Sports Bar**Applicant:** David MacNeil**Address:** 2043 Providence Road, Northbridge, MA 01534**License Type:** All Alcohol Common Victualler's License

| | | |
|--------------------|------------------|-------------------|
| DEPARTMENT: | COMMENTS: | SIGNATURE: |
| PLANNING: | | |

POLICE:

FIRE:

BUILDING/ZONING:

CONSERVATION:

HEALTH:

Water

Trash

Other

ASSESSORS:

TREASURER/COLLECTOR:

Excise

Personal property

Real estate

Water / Sewer

Other

Please sign off and return the slip to the Town Manager's Office or offer comments via email to dgosselin@northbridgema.org or ssusienka@northbridgema.org. Thanks!!

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF NORTHBRIDGE

APPLICATION FOR COMMON VICTUALLER LICENSE

TO THE LICENSING AUTHORITIES:

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto
(FULL NAME OF PERSON, FIRM OR CORPORATION MAKING APPLICATION):

Rockdale Sports Bar, LLC

STATE CLEARLY PURPOSE FOR WHICH LICENSE IS REQUESTED: [Common Victualler]


TO: Town of Northbridge, Selectmen's Office
7 Main Street
Whitinsville, MA 01588

GIVE LOCATION BY STREET AND NUMBER:

AT: 2043 Providence Road
Northbridge, MA 01534

in said **Town of Northbridge** in accordance with the rules and regulations made under authority of said Statutes.

and regulations made under authority of said



(Signature of Applicant)

(Signature of Applicant)

Print Name: David C. MacNeil

Address: 2068 Quaker Street

City: Northbridge

State, Zip: MA 01534

Received: 2/12/14 10:06 AM
(Date) (Time)

(Date)

(Time)

Date License Granted

**BOARD OF SELECTMEN
LICENSE ROUTING SLIP**

Business: Rockdale Sports Bar

Applicant: David MacNeil

Address: 2043 Providence Road, Northbridge, MA 01534

License Type: Common Victualler's, Entertainment, & Sunday
Entertainment License

DEPARTMENT:

COMMENTS:

SIGNATURE:

PLANNING:

N/A

R. J. Gosselin

02.14.2014

POLICE:

FIRE:

BUILDING/ZONING:

CONSERVATION:

HEALTH:

Water

Trash

Other

ASSESSORS:

TREASURER/COLLECTOR:

Excise

Personal property

Real estate

Water / Sewer

Other

Please sign off and return the slip to the Town Manager's Office or offer
comments via email to dgosselin@northbridgema.org or
ssusienka@northbridgema.org. Thanks!!

Donna Gosselin

From: Walter Warchol <wwarchol@northbridgemass.org>
Sent: Friday, February 14, 2014 1:45 PM
To: dgosselin@northbridgemass.org
Subject: RE: LICENSE ROUTING SLIP

Donna:

No issues; as long as the new owners agree to abide by the Town of Northbridge's Rules and Regulations governing alcohol establishments.

Chief

From: Donna Gosselin [mailto:dgosselin@northbridgemass.org]
Sent: Thursday, February 13, 2014 10:40 AM
To: gbechtholdt@northbridgemass.org; gnestor@northbridgemass.org; bkinney@northbridgemass.org; bouillette@northbridgemass.org; jgniadek@northbridgemass.org; jsheehan@northbridgemass.org; wwarchol@northbridgemass.org; kyargeau@northbridgemass.org; jharris@northbridgemass.org; rfitzgerald@northbridgemass.org; jceconni@northbridgemass.org
Subject: LICENSE ROUTING SLIP

Good morning Everyone – Please find attached a license routing slip for Rockdale Sports Bar, LLC. Formerly known as The Grill. (transfer of licenses from The Pardee Group d/b/a The Grill to Rockdale Sports Bar, LLC)

If you have any questions please feel free to contact me. Thanks

**BOARD OF SELECTMEN
LICENSE ROUTING SLIP**

Business: Rockdale Sports Bar

Applicant: David MacNeil

Address: 2043 Providence Road, Northbridge, MA 01534

License Type: Common Victualler's, Entertainment, & Sunday
Entertainment License

DEPARTMENT:

COMMENTS:

SIGNATURE:

PLANNING:

POLICE:

FIRE: No concerns at this time. 2/19/14

gan

BUILDING/ZONING:

CONSERVATION:

HEALTH:

Water

Trash

Other

ASSESSORS:

TREASURER/COLLECTOR:

Excise

Personal property

Real estate

Water / Sewer

Other

*Please sign off and return the slip to the Town Manager's Office or offer
comments via email to dgosselin@northbridgemass.org or
ssusienka@northbridgemass.org. Thanks!!*

**BOARD OF SELECTMEN
LICENSE ROUTING SLIP**

Business: *Rockdale Sports Bar*

Applicant: David MacNeil

Address: 2043 Providence Road, Northbridge, MA 01534

License Type: Common Victualler's, Entertainment, & Sunday
Entertainment License

DEPARTMENT: _____ **COMMENTS:** _____ **SIGNATURE:** _____
PLANNING:

POLICE:

FIRE:

BUILDING/ZONING: 2-19-2014

Approved



CONSERVATION:

HEALTH:

Water

Trash

Other

ASSESSORS:

TREASURER/COLLECTOR:

Excise

Personal property

Real estate

Water / Sewer

Other

*Please sign off and return the slip to the Town Manager's Office or offer
comments via email to dgosselin@northbridgema.org or
ssusienka@northbridgema.org. Thanks!!*

**BOARD OF SELECTMEN
LICENSE ROUTING SLIP**

Business: *Rockdale Sports Bar*

Applicant: David MacNeil

Address: 2043 Providence Road, Northbridge, MA 01534

License Type: Common Victualler's, Entertainment, & Sunday
Entertainment License

DEPARTMENT: _____ **COMMENTS:** _____ **SIGNATURE:** _____
PLANNING:

POLICE:

FIRE:

BUILDING/ZONING:

CONSERVATION:

N/A

2/13/14
Barbara A. Kinye

HEALTH:

Water

Trash

Other

ASSESSORS:

TREASURER/COLLECTOR:

Excise

Personal property

Real estate

Water / Sewer

Other

*Please sign off and return the slip to the Town Manager's Office or offer
comments via email to dgosselin@northbridgemass.org or
ssusienka@northbridgemass.org. Thanks!!*

| |
|--|
| BOARD OF SELECTMEN LICENSE ROUTING SLIP |
|--|

Business: Rockdale Sports Bar

Applicant: David MacNeil

Address: 2043 Providence Road, Northbridge, MA 01534

License Type: Common Victualler's, Entertainment, & Sunday
Entertainment License

DEPARTMENT: _____ **COMMENTS:** _____ **SIGNATURE:** _____
PLANNING: _____

POLICE: _____

FIRE: _____

BUILDING/ZONING: _____

CONSERVATION: _____

HEALTH: _____

Applicant has filed the required Plan Review Application with the Board of Health which is currently under review by the Health Inspector. Other than the requirement to install a hand-wash sink - we do not anticipate any issues with this change in ownership. Food service remains limited to the preparation of pre-packaged foods only.

Jeanne M. Gniadek
BOH Administrator
2/24/14

ASSESSORS: _____

TREASURER/COLLECTOR: _____

| | |
|-------------------|---------------|
| Excise | Water / Sewer |
| Personal property | Other |
| Real estate | |

Please sign off and return the slip to the Town Manager's Office or offer comments via email to dgosselin@northbridgema.org or ssusienka@northbridgema.org. Thanks!!

**BOARD OF SELECTMEN
LICENSE ROUTING SLIP**

Business: *Rockdale Sports Bar*

Applicant: David MacNeil

Address: 2043 Providence Road, Northbridge, MA 01534

License Type: Common Victualler's, Entertainment, & Sunday
Entertainment License

DEPARTMENT: _____ **COMMENTS:** _____ **SIGNATURE:** _____
PLANNING: _____

POLICE: _____

FIRE: _____

BUILDING/ZONING: _____

CONSERVATION: _____

HEALTH:

Water

Trash

Other

ASSESSORS:

No Issues. Robert Fitzgerald 02-13-14

TREASURER/COLLECTOR:

Excise

Water / Sewer

Personal property

Other

Real estate

*Please sign off and return the slip to the Town Manager's Office or offer
comments via email to dgosselin@northbridgema.org or
ssusienka@northbridgema.org. Thanks!!*

**BOARD OF SELECTMEN
LICENSE ROUTING SLIP**

Business: Rockdale Sports Bar

Applicant: David MacNeil

Address: 2043 Providence Road, Northbridge, MA 01534

License Type: Common Victualler's, Entertainment, & Sunday
Entertainment License

DEPARTMENT:

COMMENTS:

SIGNATURE:

PLANNING:

POLICE:

FIRE:

BUILDING/ZONING:

CONSERVATION:

HEALTH:

Water

Trash

Other

ASSESSORS:

Kimberly A. Yargue
TREASURER/COLLECTOR:

Excise ☐

Personal property ☐

Real estate *453.68 - 3rd gr
overdue*

Water / Sewer ☐

Other

Please sign off and return the slip to the Town Manager's Office or offer
comments via email to dgosselin@northbridgemass.org or
ssusienka@northbridgemass.org. Thanks!!

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF NORTHBRIDGE

APPLICATION FOR SUNDAY ENTERTAINMENT LICENSE

TO THE LICENSING AUTHORITIES:

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto
(FULL NAME OF PERSON, FIRM OR CORPORATION MAKING APPLICATION):

Rockdale Sports Bar, LLC

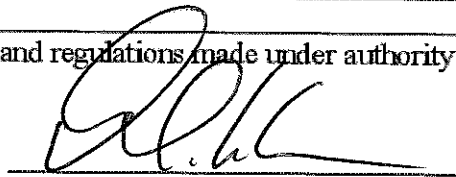
STATE CLEARLY PURPOSE FOR WHICH LICENSE IS REQUESTED: [Sunday Entertainment]

TO: live music and dj

GIVE LOCATION BY STREET AND NUMBER:

AT: 2043 Providence Road
Northbridge, MA 01534

in said Town of Northbridge in accordance with the rules and regulations made under authority of said Statutes.


(Signature of Applicant)

Print Name: David C. MacNeil

Address: 2068 Quaker Street

City: Northbridge

State, Zip: MA 01534

Received: 2/12/14 10:06 AM
(Date) (Time)

Daily _____
Annual X

Prior to 1:00 PM _____ (\$5)
Prior to 1:00 PM _____ (\$100)

After 1:00 PM _____ (\$2)
After 1:00 PM X (\$50)

Date License Granted

C.3.

Phone: (774) 245-0410

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF NORTHBRIDGE

APPLICATION FOR ENTERTAINMENT LICENSE

TO THE LICENSING AUTHORITIES:

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto
(FULL NAME OF PERSON, FIRM OR CORPORATION MAKING APPLICATION):

Rockdale Sports Bar, LLC

STATE CLEARLY PURPOSE FOR WHICH LICENSE IS REQUESTED:

ENTERTAINMENT LICENSE*

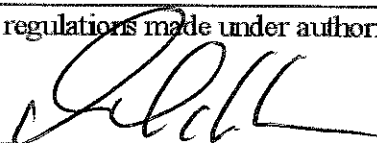
TO: Obtain an Entertainment License for:

INDOOR OUTDOOR X BOTH

GIVE LOCATION BY STREET AND NUMBER:

AT: 2043 Providence Road
Northbridge, MA 01534

in said Town of Northbridge in accordance with the rules and regulations made under authority of said Statutes.



(Signature of Applicant)

Print Name: David C. MacNeil

Address: 2068 Quaker Street

City: Northbridge

State, Zip: MA 01534

Received: 2/12/14 10:06 AM
(Date) (Time)

Date License Granted

*The application for such license shall be in writing and shall state the type of concert, dance, exhibition, cabaret or public show sought to be licensed and shall state whether such public show will include: (a) dancing by patrons, (b) dancing by entertainers or performers, (c) recorded or live music, (d) the use of an amplification system, (e) a theatrical exhibition, play, or moving picture show, (f) a floor show of any description, (g) a light show of any description, or (h) any other dynamic audio or visual show, whether live or recorded.

Statement of Interest

Having convened in an open meeting on March 3, 2014, the **Board of Selectmen** of Northbridge, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated January 16, 2014 for **W. Edward Balmer School** located at 21 Crescent Street, Whitinsville, which describes and explains the following deficiencies and the priority categories for which an application may be submitted to the Massachusetts School Building Authority in the future:

#5 replacement, renovation, or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related cost in a school facility,

#7 replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements,

and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits Northbridge to filing an application for funding with the Massachusetts School Building Authority.

Statement of Interest

Having convened in an open meeting on March 3, 2014, the **Board of Selectmen** of Northbridge, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated January 16, 2014 for **Northbridge Elementary School** located at 30 Cross Street, Whitinsville, which describes and explains the following deficiencies and the priority category for which an application may be submitted to the Massachusetts School Building Authority in the future:

#5 replacement, renovation, or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related cost in a school facility,

and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits Northbridge to filing an application for funding with the Massachusetts School Building Authority.

Statement of Interest

Having convened in an open meeting on March 3, 2014, the **Board of Selectmen** of Northbridge, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated January 16, 2014 for **Northbridge Middle School** located at 171 Linwood Avenue, Whitinsville, which describes and explains the following deficiencies and the priority category for which an application may be submitted to the Massachusetts School Building Authority in the future:

#5 replacement, renovation, or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related cost in a school facility,

and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits Northbridge to filing an application for funding with the Massachusetts School Building Authority.

DRAFT**PLEASE VOTE TO PLACE THE FOLLOWING ARTICLES ON THE
SPRING ANNUAL TOWN MEETING WARRANT:****ARTICLE : (Board of Selectmen)**

To see if the Town will vote to raise and appropriate and/or transfer from the unexpended appropriated funds of one of the departments of the Town the following sums of money and authorize the payment of prior year bills:

or take any other action relative thereto.

ARTICLE : (Board of Selectmen)

To see if the Town will vote to amend the votes taken under Article 3 of the 2013 Spring Session of the Annual Town Meeting (May 7, 2013), and under Article 2 of the 2013 Fall Session of the Annual Town Meeting (October 22, 2013), appropriations and transfers under the Omnibus Budget Article; or take any other action relative thereto.

ARTICLE : (Board of Selectmen)

To see if the Town will vote to raise and appropriate and/or transfer from the Retained Earnings Account of the Sewer Enterprise Fund a sum of money to operate the Sewer Enterprise Operation of the Department of Public Works for FY 2015; or take any other action relative thereto.

ARTICLE : (Board of Selectmen)

To see if the Town will vote to raise and appropriate and/or transfer from the Retained Earnings Account of the Water Enterprise Fund a sum of money to operate the Water Enterprise Operation of the Department of Public Works for FY 2015; or take any other action relative thereto.

ARTICLE : (Board of Selectmen)

To see if the Town will vote to appropriate a sum of money and such additional funds as may become available from the Commonwealth's Department of Transportation, Chapter 90 Bond Issue proceeds, to be used by the Department of Public Works for the repair and maintenance of Town roads in conformance with MGL and further to see if the Town will vote to meet said appropriation by borrowing and to authorize the Treasurer/Collector, with approval of the Board of Selectmen, to issue bonds or notes of the Town therefor in anticipation of the receipt of said State Aid; or take any other action relative thereto.

ARTICLE : (Board of Selectmen)

To see if the Town will vote to authorize the Treasurer/Collector to enter into a compensating balance agreement or agreements for FY 2015, pursuant to Chapter 44, Section 53F of the M.G.L.; or take any other action relative thereto.

ARTICLE : (Board of Selectmen)

To see if the Town will vote to transfer a sum of money from the Town Building Maintenance Fund for maintenance of town buildings; or take any other action relative thereto.

ARTICLE : (Board of Selectmen)

To see if the Town will vote to appropriate a sum of money for the purpose of financing the purchase of an Asphalt Hot-Box and Accessories for use by the Highway Division of the Department of Public Works; or take any other action relative thereto.

ARTICLE : (Board of Selectmen)

To see if the Town will vote to raise and appropriate, and/or borrow \$3,750,000.00 (THREE MILLION SEVEN HUNDRED AND FIFTY THOUSAND AND 00/100 DOLLARS) for the purpose of a Road & Sidewalk Repair, Maintenance, Preservation and Re-Construction Program, to be spent under the direction of the Department of Public Works; and to determine whether such appropriation shall be subject to a debt exclusion or a capital outlay expenditure exclusion under Proposition 2-1/2, so-called; or take any other action relative thereto. These funds will be distributed over a consecutive five (5) year period; or take any other action relative thereto.

ARTICLE : (Board of Selectmen)

To see if the Town will vote to appropriate from the Retained Earnings Account of the Sewer Enterprise Fund, the sum of \$250,000.00 (TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS) to be expended under the direction of the Director of Public Works, for the purpose of financing work recommended by the Northbridge Comprehensive Wastewater Management Plan which was prepared as outlined in the Massachusetts Department of Environmental Protection's "Guide to Comprehensive Wastewater Management Planning" for maintenance, repair and expansion of the Town's sanitary sewer system and wastewater treatment, said work to include commencement of a sewer system evaluation study (SSES) program with system flow isolation studies, CCTV inspections, manhole inspections, smoke testing, and other evaluation means with GIS updates as needed, and additional sewer modeling as required plus additional work to assist in the evaluation of alternatives for the Northbridge Wastewater Treatment Plant to meet new EPA issued permit limits for discharge of nitrogen to the effluent receiving water; or take any other action relative thereto.

ARTICLE : (Board of Selectmen)

To see if the Town will vote to appropriate the sum of \$250,000.00 (TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS) to be expended under the direction of the Director of Public Works, for the purpose of design, construction and engineering services during construction of improvements to existing sludge gravity thickeners at the Northbridge Wastewater Treatment Plant including replacement of the complete internal mechanism feed wells, tubes, arms, bridges, drives and motors plus any associated electrical and instrumentation and control work, including without limitation all costs thereof as defined in Section 1 of Chapter 29C of the General Laws, that to meet this appropriation the Treasurer, with the approval of the Board of Selectmen, be authorized to borrow said sum of money and issue bonds or notes therefor under Chapter 44 of the General Laws and/or chapter 29C of the General Laws or any other enabling authority, that the Treasurer, with the Water Pollution Abatement Trust established pursuant to Chapter 29C and in connection therewith to enter into a loan agreement and/or security agreement with the Trust and otherwise to contract with the Trust and Department of Environmental Protection with respect to such loan and for any federal or state aid available for the project or for the financing thereof, that the Board of Selectmen be authorized to enter into a project regulatory agreement with the Department of Environmental Protection, to expend all funds available for the project and to take any other action necessary to carry out the project; or take any other action relative thereto.

ARTICLE: (Board of Selectmen)

To see if the Town will vote to release any rights to remove gravel from property located on Lasell Road, Map _____, Parcel _____; or take any other action relative thereto.

[illegible]

| Street or Sub Division | Miles or Sq. Yds | System(s) | FY 2014-2015 | Breakdown |
|--|-------------------------|--|----------------|--|
| Hill St Memorial Square to Grafton Town line | 83,333 Sq Yds 4.7 mi | Full depth pavement recia- mation with CaCL2 stabilization and two 2" lifts of Hot Mix Asphalt | \$1,694,859.00 | Full depth reclamation of existing pavement and base followed by the injection of calcium chloride into the base for stabilization. This will be followed by fine grading and compacting, and the installation of 4" of hot mix asphalt. <u>Price includes grinding, grading, base stabilization, paving, and police details for 10 days. Structure adjustment and driveway aprons are NOT included.</u> |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL MILEAGE | 4.7 | TOTAL | \$1,694,859.00 | |

| Street or Sub Division | Miles or Sq. Yds | System(s) | FY 2015-2016 | Breakdown |
|---|--------------------------|--|---------------------|--|
| Douglas Road | 13,111 sq yds 1.1 mi | Full depth pavement reclamation with CaCL2 stabilization and two 2" lifts of Hot Mix Asphalt | \$283,014.00 | Full depth reclamation of existing pavement and base followed by the injection of calcium chloride into the base for stabilization. This will be followed by fine grading and compacting, and the installation of 4" of hot mix asphalt. <u>Price includes grinding, grading, calcium, paving, and police details for 5 days.</u> <u>Structure adjustment, line striping, and driveway aprons are NOT included.</u> |
| Fletcher St | 12,000 sq yds 1.02 mi | Full depth pavement reclamation with CaCL2 stabilization and two 2" lifts of Hot Mix Asphalt | \$264,680.00 | <u>Structure adjustment, line striping, and driveway aprons are NOT included</u> |
| Benson Rd, Fowler Rd, Highland (Church to Cooper), Sprague St | 58772 Sq Yds 4.6 mi | Shim & Level, 10% A.R. chip seal | \$675,878.00 | Correct any Drainage issues, shim and level the edges of the road w/ HMA. Follow with 10% A/R chipseal. |
| | | | | |
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| | | | | |
| Total | | | \$1,223,572.00 | |

| Miles or Sq. Yds | | | | | | System(s) | | FY 2016-2017 | Breakdown | |
|---|--|--|--|---|--|----------------------------------|--|---|-----------|--|
| Street or Sub Division | | | | | | | | | | |
| Walker St, Dover Dr, Tracy Dr, Kerry Ln, Michael Ln, Acorn Rd Mason Rd, Swift Rd, | | 44,190 sq yds 2.37 mi | | Infra Red spot patching Crack Sealing, Double Coat of Highly Mod. Micro Surfacing | | \$302,863.00 | | Infra Red patching to address isolated areas of pavement failure, crack sealing to protect against water intrusion to the base, and Micro Surfacing for a flexible wear- surface | | |
| | | | | | | | | | | |
| Linwood Ave Main St from North Main to Memorial Sq. | | 20,555 sq yds 1.04 mi 18488 Sq Yds 1.1 mi | | Hot In Place asphalt recycling followed by two lifts of HiMod MicroSurfacing Mill and repave 2 " | | \$211,833.00 \$271,950.00 | | Hot In Place recycling of existing pavement, followed by a 2 lift appli- cation of highly modified micro for a wearing surface. Milling off of top 2" of pavement, replacing with 2" new HMA | | |
| | | | | | | | | | | |
| Pine St, Spring St,Prospect St, Cross St, Cottage St | | 11834 Sq Yds 1.01 mi | | Shim and level existing pavement, crackseal, followed by 2 lifts of HiMod Micro | | \$159,521.00 | | Shim and level the edges of the road w/ HMA, crack seal remaining pavement, apply 2 lifts of HiMod micro. | | |
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| | | | | | | | | | | |
| TOTAL | | | | | | \$946,167.00 | | | | |

| Street or Sub Division | Miles or Sq. Yds | System(s) | FY 2017-2018 | Breakdown |
|---|-----------------------------|--|---------------------|------------------|
| Church St and Church St Ext Ovian Square to Mendon Rd. | 38,111 Sq Yds 1.85 mi | Mill and repave 2 " | \$548,473.00 | |
| Kelly Road | 9666 Sq Yds .82 mi | Full Depth Reclamation, base stabilization, 2.5" HMA | \$166,738.00 | |
| Cooper Rd | 12444 Sq Yds 1.06 mi | Full Depth Reclamation, base stabilization, 2.5" HMA | \$214,649.00 | |
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| | | | | |
| TOTAL MILES | 3.73 | TOTAL | \$929,860.00 | |

| | Miles or Sq. Yds | System(s) | FY 2018-2019 | Breakdown |
|--|-------------------------|---|--------------|-----------|
| Street or Sub Division | | | | |
| Alana Dr, Daniel Lane, Jessica Way, Rose Ave, June St, Kristin Ct, Lea Ave, Brenda Dr Nicole Ave | 33708 Sq Yds 2.29 mi | Cracksealing, Infra red spot patching, HiMod Microsurfacing | \$263,000.00 | |
| Old Quaker St | 36138 Sq Yds 2.2 mi | Full Depth Reclamation w/ CaCL2. followed by 3" HMA | \$543,026.00 | |
| Goldthwait Rd, N Main St | 15338 Sq Yds 2.9 mi | Initial Crack Sealing Treatment | \$19,939.00 | |
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| | | | | |
| TOTAL | | | \$825,965.00 | |

Town of Northbridge

DRAFT

REQUEST FOR PROPOSALS

MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION AND PROCESSING

March 1, 2014

The Town of Northbridge (Town), acting by and through their Boards of Selectmen/ Boards of Health, will accept proposals from qualified parties for providing the following town-wide services: weekly curbside solid waste collection; weekly curbside single-stream recyclables collection and processing. The program will include 64 gallon cart curbside solid waste (refuse) collection; 64 gallon cart curbside single-stream recycling collection and processing; and collection of solid waste and recyclables from 1 to 3 family units and municipal buildings which are in the program until they opt out of the program.

The proposals will be received at the Northbridge Town Hall by the Town Manager at 7 Main Street Whitinsville, MA 01588 until **Friday, April 18, 2014, 10:00 am** ; a sealed proposal must be submitted on or before that date and time. All proposals will be considered confidential until the contract has been awarded.

Per Massachusetts General Laws, Chapter 30B, Section 1(b) (30), a contract for the transportation, receipt, processing or disposal of solid waste materials, is exempt from the public bid laws for the Commonwealth of Massachusetts. As such, the Town of Northbridge, at its own discretion, will select the Contractor that they believe serves the best interest of the Town and offers the best package for the acceptance and disposal of solid waste service.

PROCEDURE FOR SUBMISSION OF PROPOSAL

Qualified persons or businesses can obtain a complete RFP package after March 21, 2014 at the Northbridge Town Hall, 7 Main Street Whitinsville MA 01588. The Town desires the lowest cost consistent with good performance and service and compliance with federal, state and local laws, rules and regulations.

A contractor who desires to submit a proposal shall thoroughly review and be familiar with the proposed contract terms before submitting a proposal. While the Town has made every effort to ensure that the information presented in this RFP is accurate, contractors are warned that they rely on this information at

their risk and are urged to verify any and all information which they believe is crucial to their proposal. This RFP requests completion and submittal of Technical Proposals and Cost Proposals as described within this RFP package. All proposals submitted in response to this RFP shall conform to the information, requirements, procedures and instructions provided.

All proposal documents shall be incorporated into any contract that is awarded as a result of this RFP. The Contract to be entered into in response to the proposal shall be for a period of Three (3) years, beginning July 1, 2014.

Specifications may be obtained after March 21, 2014 at the Northbridge Town Hall.

A **MANDATORY pre-proposal conference** is scheduled for Friday, March 28, 2014 at 11:00 a.m. at the Northbridge Town Hall, 7 Main Street Whitinsville, MA 01588. All vendors interested in presenting a proposal **MUST ATTEND** the pre-proposal conference. ***Proposals from vendors who were not represented at the pre-proposal conference will not be considered.***

Three copies of each proposal must be submitted. Proposals will be received at 7 Main Street Whitinsville, MA 01588 until 10:00 a.m. on **April 18, 2014**. All proposals will be considered confidential until the contract has been awarded. These proposals are not governed under Massachusetts General Laws Chapter 30B, and as such the Town reserves the right to negotiate terms after the proposals have been received.

Proposals shall be submitted in two separate sealed envelopes, one clearly marked on the outside with the following: "Proposal for Curbside Collection Contract – **Technical Proposal**" and the other marked with the following: "Proposal for Curbside Collection Contract – **Price Proposal**." The Town reserves the right to waive any informality and to reject any or all proposals if deemed not to be in the best interest of the Town.

Technical Proposals shall include the following:

1. Evidence of ability to obtain Performance Bond;
2. Description of existing business and contractor experience;
3. Organization chart;
4. Audited financial statements for the two previous years;
5. Name and resume of contract manager;
6. References from other municipalities;
7. List of vehicles and equipment;
8. Non-Collusion Statement;
9. Evidence of insurance.
10. Tax Compliance Statement; and
11. Certificate of Authority

Each proposal must be signed as follows: (1) if the contractor is an individual, by him personally; (2) if the contractor is a partnership, by the name of the partnership, followed by the signature of each partner; (3) if the contractor operates under the Fictitious Names Act, by the name of the fictitious identity, followed by the signature of the owner; or (4) if the contractor is a corporation, by an authorized officer, whose signature shall be attested by the Secretary of the Corporation and the Corporation Seal affixed.

Legal Advertisement to appear in:
Town Hall and Worcester Telegram & Gazette

Proposals are to be made for two types of collections:

Option #1 Weekly collection and transportation of solid waste from households using a 64 gallon cart, and weekly collection, transportation, and processing of single-stream recyclables from eligible households using a 64 gallon single stream cart.

And

Every other week collection and transportation of solid waste from households using a 64 gallon cart, and weekly collection, transportation, and processing of single-stream recyclables from eligible households using a 64 gallon single stream cart

Option #2 Alternate collection proposals will be considered.

Such as every other week collection, transportation, and processing of single-stream recyclables from eligible households using a 96 gallon single stream cart. Or Process of recyclables separated.

Additional Services:

Collection, transportation and disposal of solid waste and recyclables from Municipal Buildings

Price list for bulky items to be collected at the curb

Educational program

SELECTION PROCESS

All proposals shall be opened and recorded after 10 a.m. Friday, **April 18, 2014** by the, Northbridge Town Manager in the presence of not less than one (1) witness.

The Town, at their sole discretion, shall have the option of selecting more than one contractor to execute portions or the entirety of services of the Municipal Solid Waste Program. The Town has the right to reject any or all proposals if it shall be deemed to be in the best interest of the Town to do so.

All proposals shall be evaluated by a representative from the Northbridge Board of Selectmen, Board of Health and other town employees based on the minimum evaluation criteria described below. The Town shall assign a rating to each proposal and recommend to the Board of Selectmen/ Board of Health those vendors that meet the requirements of this RFP, have received the highest rating for each proposal and have presented the best value to the Town.

The Town may select and award the contract to one or more vendors who have submitted the most advantageous proposal(s).

MINIMUM EVALUATION CRITERIA

Completeness

Submission of a complete proposal in response to this RFP; all requested information, certifications and other materials are submitted in accordance with all requirements, specifications, and procedures in this RFP.

Operational Experience

All vendors shall be required to have recent experience of not less than two (2) years of curbside collection of municipal solid waste, or recent experience of not less than two (2) years in collection of solid waste, or experience of not less than three (3) years of satisfactorily providing municipal curbside services.

Quality Assurance

Customer satisfaction is our priority. Vendor must demonstrate that systems and procedures are in place or in development for implementation to assure delivery of services that consistently meets or exceeds the minimum standards as provided in this RFP and the contract. The vendor shall actively join the Town in a commitment to never-ending quality improvement (e.g., activities such as process development, customer outreach periodic reports, analysis and review).

INTERPRETATIONS AND ADDENDA

If any potential contractor is in doubt as to the true meaning of any part of this RFP package, he/she may submit to the Town Manager, a written request for an interpretation. Inquiries may be mailed to the Northbridge Town Manager, 7 Main Street Whitinsville, MA 01588. No oral requests will be honored. Any request must be received by 4:00 p.m. on Friday, **April 11, 2014**. The potential Contractor submitting the request shall be solely responsible for its prompt and actual delivery.

All addenda shall be issued no later than 4:00 p.m. Wednesday, **April 16, 2014**. Failure of any contractor to receive any such addendum or interpretation shall not relieve such contractor from any obligation under its proposal as submitted. All addenda issued shall become a part of the contract documents.

**Town of Northbridge, Massachusetts
Board of Selectmen/ Board of Health**

**Request for Proposals
Proposed Contract Terms
for**

Curbside Collection of Refuse and Recyclables

Issued March 1, 2014

PROPOSALS DUE:

Friday, April 18, 2014, 10:00 am
Late Proposals Will Be Rejected

DELIVER COMPLETED SUBMISSIONS TO:

Town of Northbridge
Town Manager
Attn: Theodore D. Kozak
7 Main Street, Whitinsville, MA 01588
Phone: 508-234-2095
e-mail: Tkozak@northbirdgemass.org

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Article 1 - Overview

1-A Description of Contract

The Contractor shall provide the Town with municipal solid waste collection and disposal, as well as recyclable materials collection and processing services. The term will be for a three-year period commencing July 1, 2014 and ending June 30, 2017.

If at any time the Town fails to appropriate sufficient funds for performance of the Town's obligations under the contract, the obligations of the parties under the contract shall terminate as to any period of time for which sufficient funds have not been appropriated.

1-B Community Profile

The Town of Northbridge has a population of approximately 15,700 people. Approximately 4400 family households (single through three-family dwellings) are eligible for the proposed municipal curbside services. Because residents have heretofore subscribed privately for solid waste collection services, historical tonnage amounts of solid waste and recyclables collected are limited. It is estimated that the town disposed of 4,200 tons of trash. There are 81 miles of public roads in the Town, which occupies an area of 17.96 square miles.

1-C Description of Solid Waste Collection Program

The Contractor shall provide the following services to household in the Town: 64 gallon cart curbside solid waste (refuse) collection; 64 gallon cart curbside single stream recycling collection and processing; and collection of solid waste and recyclables from municipal buildings.

All eligible households will be in the collection and disposal services provided by the Town, or they may opt out and contract privately with an independent hauler for these services. The Town shall provide the Contractor with an estimated number of households that will use this service. This estimate is to be used as a guideline and does not provide guaranteed information. In addition, beginning July 1, 2014, all solid waste hauling companies permitted to operate (serving residential customers) in the Town will be required to provide for the separate collection of recyclables and other materials banned for disposal under Commonwealth of Massachusetts regulations 310 CMR 19.017 (state waste bans). This will level the playing field between the Town -contracted vendor and all independent haulers operating in the Town (see Appendix D). (Mandatory Recycling)

Eligible households will pay a flat fee to the Contractor for the first part of this contract. Then the billing to the eligible households will be done by the Town. Eligible households will be able to decrease service by going Every other week trash pickup, or adding service by paying more for an extra trash and/or recycling cart.

The work under this contract generally consists of curbside collection of solid waste and recyclables from private residences. The Contractor may also collect solid waste and recyclable materials from municipal and school facilities. If participants need a dumpster they will pay the contractor directly. After collections, the Contractor shall transport the waste and recyclables to state approved facilities.

Appendix A includes information from the Town ' Assessors on the number of dwellings in the Town that will have the option to participate in the town-wide program. Facts stated in the report are accurate to the best knowledge of the Town. The Contractor is responsible for establishing to its own satisfaction the conditions of the work that is the subject of this Contract.

1-D Definitions

BOARD OF HEALTH (BOH) – The Boards of Health (BOH) oversee the solid waste program.

Where this Contract delegates authority to the “BOH”, the Board of Health for each individual Town shall be responsible for exercising its authority in that particular Town. Where this Contract requires the Contractor to report to or obtain approval from the BOH, the Contractor shall report to or obtain approval from the BOH for activities in that Town.

BOARD OF SELECTMEN (BOS) - The Town BOS has oversight over the signing of the contract.

CONTRACTOR - The Company or Corporation receiving the Contract for MUNICIPAL SOLID WASTE AND RECYCLABLES COLLECTION with the Town of Northbridge.

DISPOSAL FACILITY – The one the Contractor chooses that is licensed and that is subject for approval by Northbridge BOH.

HOLIDAY - The term "holiday" when used in connection with days of collection, shall include Sundays in addition to the holidays listed in Appendix C of this Contract. One-day delays due to holidays will be made up on the same week.

HOUSEHOLD - The single residential unit within a single or multi-family complex (3 units or less). These households will be automatically signed up and will need to opt out of the program if they wish not to participate. Condos are not included at this time.

INCLEMENT WEATHER DELAY - Shall be determined jointly by the Town and the contractor and the holiday schedule will be implemented. Advertising will be done by the contractor, time permitting.

MULTI-FAMILY COMPLEXES - Structures or complexes with more than three household units are considered businesses and not participating in this program at this time.

MUNICIPAL COLLECTION PROGRAM - Program that collects solid waste and recyclable materials from residents, municipal buildings and schools.

MUNICIPAL/ SCHOOL FACILITIES - The municipal offices and public schools listed in Appendix B.

MUNICIPAL SOLID WASTE - Useless, unwanted or discarded solid or liquid material, as per 310 CMR 19.006. The term "liquid" refers to the incidental liquids eligible households discard in their trash receptacles.

PROCESSING FACILITY - The facility where the recyclable material described in this Contract shall be taken by the Contractor for processing and marketing.

RECYCLABLE MATERIAL - Material that has the potential to be recycled and which is not commingled with non-recyclable solid waste or contaminated by significant amounts of toxic substances as per 310 CMR 19.006.

REFUSE/RUBBISH - Municipal Solid Waste, not including recyclable material.

RESIDENTIAL- All addresses that participate in the municipal curbside collection.

ELIGIBLE HOUSEHOLDS - One, two and three family homes. It does not include attached structures with more than three dwelling units or condos.

TOWN - The Town of Northbridge

Article – 2 Contract Terms

2-A Recycling and Solid Waste Collection

Solid Waste Collection - The Contractor shall provide for the collection of municipal solid waste from all participating eligible households, and municipal buildings described herein, in compliance with all applicable laws and regulations.

Recyclable Materials Collection - The Contractor shall provide for the collection of recyclable materials from all participating eligible households, and municipal buildings described herein, in compliance with all applicable laws and regulations.

Residential:

The Contractor shall provide **weekly** collection of solid waste in a 64 Gallon cart and **weekly** collection of recyclable materials from all participating residential eligible households as described in this Contract in a 64 gallon cart for single stream recycling. Eligible households may choose to have **every other week trash service** for a reduced price. Regular collection of solid waste shall be conducted Monday through Thursday. Recyclable materials shall be collected single stream. **The flat fee for fixed collection costs shall be on a per-household, per-year basis as specified on the attached Cost Form.**

Municipal Facilities:

The Contractor shall provide a 64 gallon cart for weekly collection of solid waste and a 64 gallon cart for weekly recyclable materials from Municipal Facilities as listed in Appendix B.

At any time and from time to time during the term of this Contract, the Town may, at its sole discretion, request a different size container, or add or delete pickups from containers located at municipal and school facilities, and may delete entirely pickup from any or all locations listed in Appendix B.

2-B Solid Waste Disposal

The Contractor can transport and dispose of the solid waste to the licensed disposal facility of their choosing.

The Contractor will not pick up objects containing mercury and other hazardous heavy metals, such as batteries and fluorescent bulbs. Residents may drop off these items at the Blackstone Valley Regional Recycling Center during regular open hours.

2-C Holidays

The Contractor shall not make collections on any Holiday, as defined herein. When a regular collection service date falls on a Holiday, the collection will be made up that week.

Article 3 - General Information

3-A Start Date

The Contractor shall commence work under the terms of this Contract on or about July 1, 2014. If delays are caused by acts of God, acts of government or state, strikes, extra work or other contingencies clearly beyond the control or responsibility of the Contractor, the Contractor shall be entitled to so much additional time wherein to perform and complete this Contract on his part as the BOS shall certify in writing to be just.

3-B Flat fee Collection System

In order for eligible households to receive municipal collection services they must pay a flat fee to the Contractor. The Contractor shall collect solid waste and recyclable materials only from those households that have paid. Residents shall be eligible households unless they opt out of the program. The participants will have same color carts or stickers to identify them.

Deleted:

The Town will meet with the Contractor to pick the date on when the collection of the flat fee will be done by the town.

3-C Every other week Service (EOW Trash)

To entice residents to recycle more and reduce their trash a 64 gallon cart service every other week will be available. The lid of the cart will be a different color. Overflow stickers will be available through the BOS.

3-D Subscriber Information

The Town will provide the Contractor, on or about June 16, 2014, information as to the percentage of Eligible households, which will set the price of the contract for the year. The price of the contract will be adjusted quarterly in the first year, in accordance with Section 5-A below, and will be adjusted yearly after the first year, based upon the number of billable eligible households.

At the beginning of each week, through the duration of the Contract, the Town will fax/email to the Contractor the addresses of any new and discontinued Eligible households. A complete list of eligible households is available at any time upon request.

3-E Collection Routes

The Contractor shall submit maps of the collection routes to the BOH by June 20, 2014 for approval. The maps submitted shall include, or shall be accompanied by a written statement describing, for each daily collection route: the route number, the day of the week serviced, the start point and end point, the route boundaries, and the number of dwelling units serviced on each daily truck route.

There shall be no changes in the collection route or schedule after the start of this contract. All changes in or deviation from routes and schedules made by the Contractor must be discussed, approved by the BOH. Ideally, the maps should be provided in electronic format as well, for inclusion on the Town's web sites.

Throughout the life of the contract, the contractor is expected to service eligible households in more or less the same order weekly. It is the Contractor's responsibility to return for any missed pickups if materials were missed due to change in time of collection that was not approved by the BOH.

Failure of the Contractor to maintain said collection schedule will be considered breach of this Contract and grounds for immediate termination of the Contract.

3-F Communication with Eligible households

The Town and Contractor shall plan and coordinate a public education and information program to inform citizens of the curbside program. The Contractor may distribute its own promotional materials subject to BOH approval. The Contractor shall participate in the Town-directed promotion and education efforts as outlined below:

- a. The Contractor shall serve as primary contact and shall provide phone number for residents enrolled in program to address questions and complaints.
- b. The Contractor shall provide and distribute written materials announcing the start-up of Contractor's service. These materials will be in the form of a mailer, flyers, or other format approved by the BOH, to be placed at the premises of each eligible households. The Contractor

shall deliver the materials to all eligible households in Contractor's Service Area no later than fourteen (14) days prior to the commencement of service.

- c. **Minimum once a year distribution of notice of service availability to each eligible targeted household.** This is in addition to startup information. Coordinate with BOH for distribution of written promotional and instructional materials directly to Eligible households.

During the life of the Contract, should there be changes in the route, schedule, or collection of materials, made at the request of the Contractor, the Contractor shall distribute written information to all eligible households indicating the changes at the Contractor's sole expense. The BOH must approve all communication material.

3-G Preparation of Materials

Solid Waste

All residential eligible households are required to place solid waste trash bags in the 64 gallon carts. Any bag containing weekly household solid waste that can not be handled by one person or that weighs over forty (40) pounds will not be picked up.

The Contractor shall not collect solid waste from addresses that have not subscribed to the Town program.

The Contractor shall not commingle recyclable materials intended for recycling with the solid waste.

The Contractor shall not commingle leaves and yard waste with solid waste collected under the contract.

The Contractor shall enforce the Commonwealth of Massachusetts, Department of Environmental Protection (MA DEP) waste ban regulations 310 CMR 19.017 for the Eligible households covered by this contract.

Recyclable Materials

Eligible households shall separate recyclable materials from refuse at the point of generation. Recyclable materials shall be collected single stream. Recyclable materials to be collected shall include, at a minimum:

Commingled (Rinsed)

Glass: clear, brown and green bottles and jars
Aluminum: cans, foil and trays
Metal: steel, tin, and empty aerosol cans, and lids
Plastic Containers: all numbered plastic except #6 (Styrofoam)

Mixed Paper

Newspapers and advertisement inserts, magazines, periodicals, catalogs, junk mail (with and without plastic windows and labels), white and colored office paper, shredded paper, telephone books, paperback books, brown paper bags, boxboard, corrugated cardboard, etc.

All Eligible households are required to place commingled recyclable materials in the 64 gallon cart containers.

The Contractor shall not collect recyclable materials from addresses that have not subscribed to the Town program.

The Contractor shall not collect White Goods (appliances), CRTs (electronics, TV's, fluorescent bulbs) and Bulky Waste (furniture and large items.) with the weekly trash pick up.

3- H Carts

The carts will be the Contractor's. The Contractor will be responsible for the cost of purchase, assembly, delivery, and maintenance of the carts. The carts remain the property of the contractor at the end of the three-year contract

When eligible households enter the program they shall receive a trash 64 gallon cart and a 64 gallon cart for recyclables. When a subscriber leaves the program their 2 carts need to be removed. That delivery and removal will be done by the contractor on a monthly basis and/or agreed on schedule with the BOH.

3-I Municipal and School Facilities

The contractor will service the containers as agreed upon. The locations of the municipal offices and school trash and recycling dumpsters are listed in Appendix B.

3-J Inclement Weather

Ordinary snow and rain shall not be cause for omissions of the collection of solid waste and/or recyclable materials in accordance with the provisions of this Contract. Collections may be omitted only under the most extreme, adverse weather conditions such as blanketing snowstorms, hurricanes and the like (see Article 8-E, Force Majeure), and then only with prior approval of the BOH. One-day delays will be made up during the week.

3-K Collection Vehicles

The Contractor shall be responsible for the provision, maintenance and repair of all vehicles and equipment necessary to safely, adequately, efficiently and effectively perform the obligations of this contract. The Contractor shall equip, operate and maintain all vehicles and equipment in a manner to prevent any uncontrolled or unintentional release of any contents, including but not limited to blowing or spillage (e.g., tight fitting covers, gaskets, doors for the prevention of leakage or any other unintentional release).

Upon execution of this contract and every year thereafter, and upon the addition or deletion of any vehicle and/or equipment, the Contractor shall provide the BOH with a complete list of all equipment to be utilized by the Contractor to provide the services included in this contract. The list shall document, at a minimum:

- Vehicle identification number
- Registration number
- Model year
- Make
- Model
- Years in service
- Primary or backup
- Payload capacity
- Date of purchase or initial lease

All collection vehicles shall be adequately insured in accordance with the requirements detailed in Section 7 herein, and the Town of Northbridge shall be named as an additional insured for such policies.

Each vehicle and piece of equipment shall be compatible for safe and efficient unloading at the receiving facility. The BOH or designee shall have the right to inspect vehicles and equipment used in the performance of this contract.

The Contractor shall have documented and reasonable standby equipment available. All back up vehicles and equipment used in the collection and transportation of refuse and recyclables under this contract shall be functionally equivalent, compatible with and maintained and insured as the existing primary equipment. Collection trucks shall, at all times, be equipped with a means of communication to the Contractor's Supervisor, and the Supervisor shall have a telephone that can be in direct contact with the BOH designated contact person.

All vehicles used in the collection and transportation of solid waste or recyclable materials shall be of sufficient size and capacity to operate efficiently. A sufficient number of vehicles will be supplied by the Contractor to collect the solid waste and recyclable materials in accordance with the terms of this Contract and such sufficiency shall be determined by the BOH. The Contractor shall operate and maintain collection vehicles and equipment in a safe and clean condition and in good repair at all times, without rust or visible damage. All parts and systems of all collection vehicles and equipment shall operate safely and within specifications of the manufacturer, and be maintained in a condition satisfactory to provide safe operation and a positive public image as determined by the BOH.

The Contractor is responsible for insuring that audible back-up alarms, as required by state law, are functioning properly at all times. The driver of the collection truck shall travel all roads and streets in accordance with all traffic regulations, unless such roads are declared by the Town to be impassable.

The Contractor shall clearly display on both sides of each vehicle a sign with lettering at least six inches high that reads: *Serving The Town of Northbridge*, as well as the vehicle number (lettered at least six inches high) so that the lettering is easily visible to the public. A public service phone number shall also be provided with lettering as described above. In addition, recycling collection trucks shall have a logo as shown below, appropriately sized (at least 2 feet by 3 feet) so that the logo can be readily observed.



Under no circumstances shall collections from private accounts be mingled with collections from accounts under this contract. One means of providing adequate assurance of compliance with this requirement would be to preclude vehicles marked as *Serving The Town of Northbridge*, as described above, from servicing private accounts.

3-L Care of Citizens' and Municipal Property

The Contractor shall use its best efforts to see that its personnel handle waste containers with care so that the containers are not damaged. Empty containers shall be left right side up, in a standing position and in the approximate place where found. The Contractor shall use care in returning empty collection containers to the curbside or off the edge of the traveled road. Containers shall not be placed back in driveways, in front of mailboxes or on paved portions of roadways. Covers on waste containers shall be replaced. Under no circumstances are waste containers or their covers to be thrown or allowed to roll out into the street.

If, in the Town's judgment, waste containers are damaged or destroyed by the Contractor's personnel, the Contractor shall at its expense promptly replace the damaged or destroyed waste containers with a similar barrel/receptacle.

The Contractor shall use its best efforts to see that its personnel handle the recycling containers with care so that the containers are not damaged. Empty recycling containers shall be left right side up in the approximate place where found. Under no circumstances are containers to be left in the street, gutter or on the sidewalk or in any other manner that may impede travel.

If, in the Town's judgment, recycling containers are damaged or destroyed by the Contractor's personnel, the Contractor shall at its own expense promptly replace the damaged or destroyed recycling container with another approved recycling container.

The Contractor will take adequate precautions to protect all residential and municipal property from any damage and will be responsible for any such damage caused as a result of this service. Any damage done to property by the Contractor's personnel during collection and hauling shall be promptly repaired or paid for by the Contractor, or may be repaired by the Town and the cost thereof deducted from any payment due the Contractor under the terms of this Contract.

3-M Daily Contact/Contractor Supervision

The Contractor shall maintain a local customer service telephone number with an attendant to answer telephone calls throughout the day between the hours of 7:00 a.m. and 5:00 p.m. on scheduled service days. This attendant shall receive calls from Eligible households or the Town in a courteous manner and shall resolve all complaints in an expeditious manner.

The Contractor shall maintain, on each day of collection, an authorized "Supervisor." The Contractor shall also designate in writing to the Town a "Managing Agent" upon whom all notices may be served by the Town. Service of such notice upon the Managing Agent shall always constitute service upon the Contractor. The Managing Agent shall oversee the collection, transport and, where applicable, disposal and processing of solid waste and/or recyclable materials from the Town.

3-N Meeting Between Contractor and Town

The Contractor or managing agent shall be available to meet with the Town as needed to review Contract performance and customer complaints and resolutions, including a list of all notices left. Quarterly meetings will be held at the Municipal Office Building for the drivers and supervisor to discuss with the Town how the collection is going.

3-O Inspection and Reports

The collection Contractor shall be required to keep accurate weights of collected materials. The Contractor shall submit to the BOH, on a monthly basis, accurate weight slips showing the quantity (in tons) of materials collected.

The Town shall have the right at any time upon reasonable notice to inspect the equipment and premises of the Contractor, including the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Whenever requested, the Contractor shall promptly furnish the BOH full and complete written reports of operations under this Contract in such detail and with such information as the BOH may reasonably request.

3-P End of Route Reporting

The Contractor shall provide to the BOH Contact person a status report at the end of each week denoting service requests and complaints.

All service requests for pickup reported to the Contractor before the relevant collection vehicle has left Town shall be responded to on the same day, unless otherwise mutually agreed by the BOH and the Contractor.

3-Q Annual Audit

The Town will on occasion be checking to make sure that the Contractor is only collecting from eligible households.

3-R New Subscriptions and Subscription Renewal

New eligible households may join the program at any time. Carts shall be delivered to new eligible households during the week following the Contractor's receipt of the updated subscriber list described in Section 3-D above. Service to new eligible households shall commence the week following delivery of the carts. Eligible households shall sign up to participate for the duration of the current year of the Contract.

Each year participants in the municipal collection program may renew their subscriptions for a period of one year.

At the end of each year, the BOH will provide the Contractor with a list of addresses, alphabetical by route that did not re-subscribe. The drivers shall discontinue collection at these addresses and leave town supplied notices explaining reason for discontinuation of services, as well as take carts away from the site.

3-S Complying with Directions

The Contractor shall comply with any and all directions that may from time to time be given by the BOH regarding changes in routing, order of collections, type and care of vehicles and equipment and such matters as the BOH may deem advisable for the improvement of the solid waste or recyclable materials collection.

3-T Complaints and Individual Collections

The Contractor shall make any collections in individual cases arising out of complaints or as described below, and shall comply with all orders and instructions of the BOH regarding collection routes, order of collections within a route, type and condition of vehicles and equipment, and other like matters which the BOH deems advisable for the improvement of the service rendered to the Town. The Contractor shall assure that collections are made in accordance with the provisions of the Contract. The Contractor shall also check complaints and make immediate collection as required. The Contractor shall be responsible for missed or courtesy pickups up to 25 per week as directed by the BOH.

The Contractor shall be responsible for coordination of enforcement procedures between the BOH and eligible households regarding materials to be recycled, appropriate setout units, participation requirements, etc.

3-U Materials from Other Sources

The Town-contracted solid waste hauler shall not mix refuse or recyclable material from any other source with refuse or recyclable material collected on behalf of the Town pursuant to this contract. **Violation of this regulation shall be considered breach of contract and subject to termination of contract or fines.**

3-V Contaminated Materials

It is the Contractor's responsibility to ensure that recyclable materials collected at curbside are not contaminated. The Town may reject contaminated loads and the collection Contractor shall be responsible for all costs associated with proper disposal.

3-W Hazardous Materials

Hazardous materials such as the following shall NOT be collected under this Contract:

- a. Gasoline and waste oil
- b. Liquid oil-based paints, turpentine, paint thinners and shellac
- c. Pesticides
- d. Auto batteries
- e. Explosives
- f. Propane tanks and gas cylinders
- g. PCBs and radioactive waste containers
- h. Other materials designated hazardous by DEP or EPA
- i. Medical wastes such as used syringes, needles, bandages

3-X Employees

The Contractor shall supply the BOH the employee background list before collection starts, and when new employees are added to the Town routes.

The Contractor shall immediately discharge or transfer to duties outside the Town any incompetent or discourteous employee when ordered to do so by the BOH. The Contractor shall not again employ or work within the Town any employee dismissed or transferred under the foregoing provisions without the consent of the BOH.

The Contractor shall prepare route maps and train collection employees before initiating collection in the Town and before the Contractor permits an employee to begin work in the Town.

All employees of the Contractor who shall be providing service to residential customers as well as those providing service to school and municipal properties shall be subject to a criminal records background check by the BOH or its designee. Employee names must be provided at least 30 days in advance of commencing such work. Under no circumstances shall an employee who has not been approved by the BOH or its designee provide such work in the Town.

3-Y New Employees

The contractor agrees to make its best effort to train new employees for a period of at least two weeks prior to their assuming full responsibility for their routes. New employees are precluded from providing service to residential customers as well as school and municipal properties until they have received approval from the BOH or its designee, which approval shall be subject to a criminal records background check.

Article 4 - Collection

4-A Collection Points

Collections from Eligible households shall be made at curbside, within five feet of the edge of pavement.

Municipal facility collections shall be made at designated pickup points.

4-B Collection Frequency

Solid Waste

The Contractor shall collect from all residential eligible households once every week or every other week . The Contractor shall collect Municipal Facilities as per Appendix B.

Recyclable Materials

The Contractor shall collect from all residential eligible households every week. The Contractor shall collect Municipal Facilities as per Appendix B.

4-C Collection Schedule

The Contractor shall schedule the curbside collection of recyclable materials to coincide with the regular curbside collection of solid waste such that eligible households will have both collections on the same day of the week.

4-D Collection Times

No collection from Residential Eligible households shall be made before 7:00 a.m. or after 6:00 p.m. without prior approval from the BOH.

4-E Missed Pickups

The Contractor shall be required to return for all missed pickups requested by the BOH. The collection vehicle shall return to the address of the Subscriber on the same day as day of notice, unless the vehicle has already left Town, in which case they will return on the following collection day.

Failure to collect waste as directed by the BOH may result in the imposition of liquidated damages as provided in the Contract.

4-F Rejection Stickers

The Contractor shall supply rejection-collection notices designed to the BOH's specifications. Notices must be approved before printing. All drivers are to be provided with an adequate supply of the notices and required to leave non-collection notices whenever materials are intentionally not collected. The State waste bans are to be strictly enforced by the contractor.

4-G Improperly Prepared Materials

When the Contractor's crews encounter improperly placed or prepared recyclable material or refuse that exceeds quantity limits, they shall follow the procedure below:

- a. For each occurrence at an address within any twelve-month period the collector shall complete a BOH-approved rejection notice explaining the problems and leave it, along with improperly prepared materials, at the residence of the Subscriber.
- b. The collector shall keep a daily log indicating the addresses where rejection notices have been left. This log shall be available to the BOH upon request.

4-H Untagged Materials

The Contractor shall not collect for solid waste disposal: bulky items, cardboard, yard waste, white goods, recyclable materials or CRTs. The Contractor shall leave a rejection notice, approved by the BOH and provided by the Contractor, explaining why materials were not collected.

4-I Construction and Demolition Debris

The Contractor shall not accept construction and demolition debris.

4-J Leaves and Yard Waste

The Contractor shall not collect and commingle with Solid Waste any leaves or other yard waste, or Christmas trees.

4-K Mixing Recyclable Materials with Solid Waste

Recyclable materials in containers clearly identified for recyclable materials collection shall not be commingled with Solid Waste (refuse) under any circumstance.

4-L Cleanup on Route/ Spillage of Waste or Recyclable Materials

If at any time materials are spilled into a street, sidewalk, lawn, tree, or private property by the Contractor, or the contents of a truck carrying the same are spilled/dumped into a street, sidewalk or property, the Contractor shall clean up the spilled/dumped matter immediately before proceeding to the next place of collection, or make arrangements for the spillage to be cleaned up immediately. Each truck shall carry at all times a broom, shovel, and hazardous materials spill kit.

4-M Hazardous Waste Spills

The Contractor must immediately report any spill of automotive fluids or other hazardous waste to the Northbridge Fire Department at (911). The Contractor must also report spills to the MA DEP in accordance with state regulations.

4-N Accidents and Breakdowns

The Contractor shall notify the BOH within fifteen minutes of any accident or breakdown that will delay normal collection. The Contractor shall notify the Police within fifteen minutes of any accident involving injury or damage to private or public property.

4-O Blocked Streets

If any street, avenue, road, lane, etc. is blocked or inaccessible for any cause, the Contractor shall remove and carry the Solid Waste (refuse) and recyclable materials to the collection vehicle, unless otherwise directed by the BOH.

Article 5 - Payments to Contractor and the Contract Sum

5-A Compensation to be Paid to Contractor

The Contractor will receive payments from Residents that are participating in the municipal collection program. When the Town takes over the billing the following will occur:

The Town will pay and the Contractor will accept in full consideration for the performance of the Contractor's obligations the amounts set forth in the Contract. **Payments by the Town to the Contractor under the Contract shall be made monthly and shall be invoiced by the Contractor to the BOH in arrears, but no later than ten (10) business days after the last day of each calendar month. The Town will make all payments due to the Contractor under the terms of this Contract within forty-five (45) days of receiving a complete and accurate invoice from the Contractor.**

The Contractor shall be obligated to collect materials only from Eligible households as defined in the Contract.

The sum to be paid to the Contractor for the collection of solid waste and recyclable materials from residential eligible households shall be based on the number of "billable eligible households " multiplied by the monthly per subscriber collection cost.

"Billable eligible households " is the number of residential eligible households initially agreed upon at the start of this contract, and subsequently adjusted using the following criteria:

During the first year of the contract, the number of billable eligible households shall be updated quarterly by the BOH as the program is being established. In subsequent years, the number of billable eligible households shall be adjusted only at the start of a new contract year and only when the total number of residential eligible households has increased or decreased by over 5%, initially from the start of the contract, and after that from the previous subscriber adjustment.

5-B Disputed Payments

In the event of any dispute as to any portion of any monthly or other bill, the BOH shall give written notice of the disputed portion to the Contractor. Such notice shall identify the disputed portion of the bill, state the amount in dispute and set forth the grounds on which such dispute is based. No Town Event of Default shall result from a failure to pay or late payment during any dispute. The Contractor shall give consideration to such dispute and shall advise the Town with regard to its position relative thereto within twenty (20) days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount shall be added to or subtracted from the statement next submitted to the Town after such determination.

During the impending dispute, both the Town and the Contractor shall continue performing their respective obligations under the Contract.

5-C Option to Review Contract

The parties agree to review the contract after 30 months to evaluate any substantial changes in the method of collection, processing or disposal of solid waste or recyclables that may have occurred. Should any potential changes occur that would impact the cost of performance under this contract, the parties agree to enter good faith negotiations to reflect said changes.

5-D Option to Extend Contract

The Town may choose to renegotiate to extend the term or conditions of this contract, subject to Town Meeting approval for any appropriation necessary as a result of a change in the contract price.

5-E Fuel Cost Adjustments

The Base Price of Fuel, as of the date of this contract is _____ per gallon. (to be determined by BOH by the date of signing the contract.

If the price of fuel increases annually by more than \$0.199 per gallon from the "Base Price of Fuel," the Contractor may submit a written fuel cost adjustment request to the BOH by May 1 of each year to obtain an adjustment to the contract price for the following year. Any increase or decrease in the price of fuel will be determined based on the average price of fuel for the two (2) preceding months according to the Boston Tank Price published in the *Journal of Commerce Oil Price Daily*. A copy of the Boston Tank Price averages for the two (2) preceding months shall be submitted with the request. The Contractor shall also maintain monthly records, including fuel receipts, of miles traveled and fuel used. Such records for the previous year shall be submitted along with the price adjustment request. Upon receipt of such a request, the Town may adjust the contract price in accordance with the following formula:

Number of Miles Traveled Per Year/Fuel Consumption Rate x (Average Price Per Gallon for Preceding Two Months – Base Price of Fuel) = Fuel Price Adjustment

5-F Liquidated Damages

In addition to all of its other rights and remedies under the Contract, at law or in equity, the Town shall be entitled to assess liquidated damages against the Contractor for its failure to perform the specified obligations described in Appendix F for collection and transportation of the town's waste prior to the occurrence of a Contractor Event of Default hereunder. The Contractor acknowledges and agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages which will be sustained by the Town in the event the Contractor defaults on any of the following specified obligations.

The Town shall have the right to withhold the amount of liquidated damages assessed by it from any payment owed to the Contractor as a credit or set-off of such amount.

Any consent or permission by the Town to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by the Town of the breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise operate to permit the same or similar acts or omissions except as to the specific instance. The failure of the Town to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Contract shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The failure of the Town to assess liquidated damages shall not be deemed to have been a waiver by the Town of any such violation or of any of the Town's remedies on account thereof, including its right of termination of this Contract for such default.

See Appendix F for a complete list of liquidated damages.

Article 6 - Insurance

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect the work covered by this Contract, and the Town and their employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operation under this Contract. The Contractor covenants and agrees to hold the Town and their employees, agents and officials harmless from and against any and all loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

Except as otherwise stated, the amounts of such insurance shall be not less than:

(A) For liability for bodily injury, including accidental death:

\$1,000,000 for any one person and
\$1,000,000 on account of one occurrence and
\$3,000,000 aggregate limit

(B) For liability for property damage:

\$1,000,000 on account of anyone occurrence and
\$3,000,000 aggregate limit
Extraterritorial clause shall be included.

(C) In addition to these coverage, the selected vendor shall carry umbrella coverage in the amount of \$2,000,000 per occurrence and \$2,000,000 Aggregate Limit

1. WORKMEN'S COMPENSATION INSURANCE:
As required by the General Laws of the Commonwealth of Massachusetts.
2. BODILY INJURY PREMISE-OPERATION, CONTRACTOR'S PROTECTIVE AND COMPLETED OPERATIONS PUBLIC LIABILITY INSURANCE:
-In the amounts required in (A) above.
3. PROPERTY DAMAGE PREMISES-OPERATIONS, CONTRACTOR'S PROTECTIVE AND COMPLETED OPERATIONS PUBLIC LIABILITY INSURANCE:
-In the amounts required in (B) above.
4. BODILY INJURY LIABILITY INSURANCE COVERING THE OPERATION OF ALL MOTOR VEHICLES OWNED BY THE CONTRACTOR AND VEHICLES NOT OWNED BY THE CONTRACTOR, WHILE SUCH VEHICLES ARE BEING OPERATED IN CONNECTION WITH THE PROSECUTION OF THE WORK UNDER THIS CONTRACT:
-In the amounts required in (A) above.

5. PROPERTY DAMAGE LIABILITY INSURANCE COVERING THE OPERATION OF ALL MOTOR VEHICLES OWNED BY THE CONTRACTOR AND VEHICLES NOT OWNED BY THE CONTRACTOR WHILE SUCH VEHICLES ARE BEING OPERATED IN CONNECTION WITH PROSECUTION OF THE WORK UNDER THIS CONTRACT:
-In the amounts required in (B) above.
6. CONTRACTUAL LIABILITY INSURANCE COVERING THE LIABILITY ASSUMED BY THE CONTRACTOR:
-In the amounts required under (A) and (B) above.
7. OWNER'S PROTECTIVE INSURANCE SECURED BY THE CONTRACTOR IN BEHALF OF THE TOWN WHICH WILL DIRECTLY PROTECT THE TOWN AND/OR ITS EMPLOYEES, AGENTS AND OFFICERS FROM LIABILITY FOR BODILY INJURIES, INCLUDING ACCIDENT DEATH:
-In the amounts required in (A) above and
FOR PROPERTY DAMAGE:
-In the amounts required in (B) above.
8. FOR POLLUTION COVERAGE:
- In the amounts required in (B) above.

All policies shall be so written that the Town will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town or their officers for any injury to any of the Contractor's officers or employees or for damage to its trucks or equipment arising out of work contemplated by this Contract. The certificate of insurance shall be delivered to the Town at least fifty (50) days prior to July 1 of each year that this Contract is in force and effect. Failure to provide insurance requirements shall be cause to terminate this Contract.

The Town shall be named as additional insureds for General Liability, Pollution Liability, Automobile Liability and Umbrella coverages.

All insurance required by this contract shall be obtained from insurance companies that are duly licensed or authorized in the Commonwealth of Massachusetts to issue insurance policies for the limits and coverage's so required.

Article 7 - Other Conditions

7-A Not to Assign or Subcontract

The Contractor shall give his personal attention constantly to the faithful performance of the work, shall keep the same under his personal control and shall not assign, by power of attorney or otherwise, nor subcontract the work or any part thereof, without the previous written consent of the BOH, and shall not, either legally or equitably, assign any of the moneys payable under this Contract, or his claim thereto, unless, by and with the like consent of the BOH.

7-B Performance and Payment Bond

The contractor shall furnish for the term of this Contract a bond in a form and with a surety company approved by the Town and authorized to do business in the Commonwealth of Massachusetts, conditioned upon the Contractor fully performing all its obligations under this Contract, and making full payment for all labor performed or furnished in the work. The penal sum of the bond shall be six (6) months of the total amount of this Contract sum for the particular year as set forth in the terms of the Contract. The bond shall be delivered to the Town at least thirty (30) days prior to the start of the contract and at least thirty (30) days prior to July 1 of

each subsequent year that this Contract is in force and effect. Failure to fulfill performance and payment bond requirements shall be cause to terminate this Contract.

7-C Changes in the Contract

The Contractor shall do the work in the manner set forth in this Contract, except that the BOH, by order in writing given to the Contractor, may make any reasonable order respecting a change (increase or removal) of any part of the work or the furnishing of extra trucks or labor relating thereto, and the Contractor shall conform to such orders within a reasonable time.

If requested by the BOH, the Contractor will amend this Contract to include up to five (5) additional days so that this Contract expires on the last day of the week.

7-D Contract Compliance

It is understood and agreed that because the public health and convenience of the Town are involved in the performance of this Contract, performance reasonably satisfactory to the Town includes meticulous attention to every detail in this Contract and Specifications and that a high standard of work is justified.

7-E Force Majeure

"Force Majeure" means any event or condition having a material adverse effect upon the Contractor's or the Town's ability to perform pursuant to this Contract if such event or condition is beyond the reasonable control and not the result of willful or negligent action or lack of reasonable diligence of the parties relying thereon as justification for not performing any obligation or complying with any condition required of such party under this Contract. "Force Majeure" events or conditions may include but are not restricted to events of the following kinds: an act of God, an act of war, insurrection, riot or civil disturbance, fire, explosion, flood, epidemics, unusually severe and extraordinary weather conditions, acts of government or regulatory authorities, and strikes or lockouts which affect, impact or impede the Contractor's or the Town's operations.

In the event of a Force Majeure, the nonperforming party shall not be deemed to have violated its obligations under this Contract and the time for performance of any obligation shall be extended by a period of time reasonably necessary to overcome the adverse effects of the Force Majeure event or condition. This provision shall not relieve the nonperforming party from using all reasonable efforts to overcome or remove such Force Majeure event as soon as legally possible, or from providing prompt notice to the other party of the Force Majeure event or condition. Such notice shall disclose the nature of the Force Majeure event or condition and the estimated length of delay.

In the event of nonperformance of the Contractor due to labor disputes for a period of more than five (5) working days, the Town shall have the right to temporarily procure services of other contractors until such time as the labor dispute is resolved and the Contractor resumes the regular schedule.

7-F Events of Default/Termination of Contract

Events of and Remedies for Default

1. Contractor Events of Default

- a. Failure of the Contractor to perform any of its obligations, covenants or agreements under this Contract and the continuance of such failure for fifteen (15) days after written notice thereof from the Town to the Contractor; provided, however, that if such default is not susceptible to cure within such fifteen (15) days and if the Contractor commences diligently to cure such default promptly after receipt of notice thereof from the Town, such period of fifteen (15) days shall be extended to a period of time necessary to cure such default with all due diligence, but in no event shall such period exceed a total of one hundred eighty (180) days.
- b. The Contractor becomes insolvent, however such insolvency may be evidenced; or makes an assignment for the benefit of creditors; or is adjudicated a bankrupt; or admits in writing its inability generally to pay its debts as they become due.

- c. A trustee, custodian or receiver of the Contractor's business, or any substantial portion of the Contractor's assets, is appointed by or at the behest of the Contractor, or, if appointed in a proceeding brought against the Contractor, the Contractor approves of, consents to, or acquiesces in such appointments or such trustee or receiver is not discharged within ninety (90) days.
- d. Any proceedings involving the Contractor are commenced by or against the Contractor under any bankruptcy or reorganization, arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, or, if such proceedings are instituted against the Contractor, the Contractor approves of, consents to, or acquiesces in such proceedings or such proceedings are not dismissed within ninety (90) days.
- e. Any representation or warranty made by the Contractor is not true in any material respect as of the date of the issuance or making thereof as contained in this Contract, the proposal for this Contract, or any other document or instrument executed in connection herewith.
- f. The death, dissolution or termination of existence of the Contractor.

2. Town Events of Default

Failure of the Town to pay any sums due the Contractor hereunder within forty-five (45) days after receiving an invoice for payments due from the Contractor, and the continuance of such failure for fifteen (15) days after written notice thereof from the Contractor to the Town ; provided, however, that if the Town notifies the Contractor of a dispute as to any sums pursuant to Article 9-b of this Contract within such fifteen (15) days after written notice by the Contractor to the Town of such nonpayment, no Event of Default shall occur until a final determination of the correct amount pursuant to the provision of said Article 9-b and the failure of the Town to pay such correct amount within forty-five (45) days after receiving the statement next submitted to the Town after such determination.

3. Remedies for Contractor Events of Default

Upon any contractor Event of Default, the Town may, in addition to and not in derogation of any other right or remedy available to it under this Contract, at law or in equity (which rights and remedies shall be cumulative and shall not be deemed inconsistent with each other and which may be exercised at the same time to the greatest extent permitted by law), immediately terminate this Contract upon written notice thereof to the Contractor. At any time following a Contractor Event of Default, the Town may (but shall not be obligated to) cure any default by the Contractor hereunder, and all costs and expenses incurred by the Town , including attorneys' fees and expenses, in curing a default shall be paid by the Contractor to the Town on demand, together with interest thereon at the rate provided in Article 9-b of this Contract.

4. Remedies for Town Events of Default

Upon any Town Event of Default, the Contractor may, in addition to and not in derogation of the right to sue the Town for such sums actually due hereunder (which rights and remedies shall be cumulative and shall not be deemed inconsistent with each other and which may be exercised at the same time to the greatest extent permitted by law), immediately terminate this Contract upon written notice thereof to the Town . In no event shall the Town be liable for any indirect, special or consequential damages.

5. Termination without cause

The Town has the right to terminate the contract without cause provided that the Town provides the Contractor with 90 day notice, and that the Town pays all costs under this contract up until the date of termination.

7-G Town's Liability

The Town's liability under this Contract shall be limited to the payments due hereunder, when the town assumes the billing and collection of the fees. In no event shall the Town be liable for any additional amounts, including without limitation, any indirect, special or consequential damages.

No officer, board, employee, agent, official or resident of the Town or any owner or occupant of any Single, Two, or Three Family Residence, landlords and tenants shall ever be personally liable under this Contract and the Contractor shall look solely to the Town in pursuit of its remedies upon any Town Event of Default hereunder.

7-H Protection Against Liability

The Contractor acknowledges and agrees that he is responsible as an independent contractor for all operations under this Contract and for all acts of employees and agents hereunder, and agrees that he will indemnify, exonerate and hold harmless the Town and their officers, boards, employees, agents and officials, and any owners or occupants of any Single, Two, or Three Family Residence, landlords and tenants from and against any and all loss, damage, cost, charge, expense and claim, which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the Contractor or any of their agents or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorneys' fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor, a sufficient amount to protect it completely against such claim, costs and expenses.

In any event that the Town shall be sued or become subject to administrative action because the Contractor has failed to properly transport, process or dispose of the Town's trash or recyclable material, full restitution will be made to the Town for all expenses, fees, fines or other costs or charges incurred.

7-I Licenses and Permits

The Contractor shall obtain and pay for all licenses and permits necessary for collecting, transporting and marketing recycling materials and/or collecting, transporting and disposing of solid waste material.

7-J Laws and Regulations

This Contract shall be considered to incorporate by reference all applicable federal, state and local laws and rules and regulations of all authorities having jurisdiction over collection, transportation and disposal of solid waste and recyclable material, as though such provisions were set forth in full therein. The Contractor shall keep fully informed of all federal, state and local laws, and municipal ordinances, bylaws and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees or bodies or tribunals having any jurisdiction or authority over the same.

If any discrepancy or inconsistency is discovered in this Contract for this work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Town in writing. The Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees and shall protect and indemnify the Town, its officers, agents, boards and employees, and the owners and occupants of any Single, Two or Three Family Residence, landlords and tenants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, by the Contractor, his agents or employees. Any additional cost caused by noncompliance to any applicable law or regulation shall be borne solely by the Contractor.

7-K Prevailing Wage Rates

In accordance with MGL, Chapter 149, Section twenty-seven (27), the wage rates for workers under this Contract are to be paid at the rates established by the Commissioner of the Massachusetts Department of Labor and Industries (see appendix G). The Contractor shall provide the BOH with certified weekly payroll information for all employees working in the Town. This shall include regular drivers and laborers, as well as temporary and day laborers. The information shall be provided to the BOH at the end of each month.

Appendices

Appendix A: Town Assessor's Data

Appendix B: Municipal Facilities

Appendix C: Holiday Schedule

Appendix D: Town Hauler Permit Requirements

Appendix E: 310 CMR 19:017
Waste Ban Disposal Regulations

Appendix F: Liquidated Damages

Appendix G: Prevailing Wage Rates

Appendix H: List of Attachments Required to be Submitted
with Proposals

Appendix I: Bid Sheet

Appendix J: Tax Compliance Statement

Appendix K: Non-Collusion Statement

Appendix L: Certificate of Authority

Appendix A: Town Assessor's Data

NORTHBRIDGE

| | |
|-----------------------------|-------|
| Population | 15707 |
| Road Miles | 81 |
| Sq. Miles | 17.96 |
| Number of Households | 5827 |
| Single Family | 3399 |
| Duplex | 768 |
| Triplex | 189 |
| Apartment Complex locations | 149 |
| Condominium | 787 |
| Multiple Use | |
| Public Housing | |
| Commercial locations | 165 |
| Industrial | |

Appendix B: Municipal Facilities

| |
|--|
| TOWN OF NORTHBRIDGE MUNICIPAL BUILDINGS & SCHOOLS |
|--|

| <u>FACILITY</u> | <u>LOCATION</u> | <u>TRASH</u> | <u>RECYCLING</u> |
|--|----------------------|---------------|------------------|
| Town Hall | 7 Main Street, | 4Carts? | 2 carts? |
| Aldrich School Town Hall Annex | 14 Hill Street, | Not needed at | this time |
| Northbridge Public Library | 17 Church Street, | 1 cart | 1 cart EOW |
| Northbridge Senior Center | 20 Highland Street, | 3 yd dumpster | 1 cart |
| Northbridge Department of Public Works - Highway Division | 11 Fletcher Street, | 3 yd dumpster | 1 cart |
| Northbridge Department of Public Works - Sewer Division | 644 Providence Road, | | |
| Northbridge Police Department | 1 Hope Street, | 4 carts | 4 carts |
| Northbridge Fire Station | 193 Main Street, | | |
| Northbridge Veteran's Office | 875 Hill Street, | | |
| Northbridge Public Schools Administration Building | 87 Linwood Avenue, | | |
| Balmer Elementary School | 21 Crescent Street, | | |
| Northbridge Elementary School | 30 Cross Street, | | |
| Northbridge Middle School | 171 Linwood Avenue, | | |
| Northbridge High School | 427 Linwood Avenue, | | |

All located in Whitinsville, MA

Appendix C: Holiday Schedule

All Sundays
New Year's Day
Martin Luther King Day *
Presidents' Day*
Patriots Day *
Memorial Day
Independence Day
Labor Day
Columbus Day *
Veteran's Day*
Thanksgiving Day
Christmas Day

***Optional**

APPENDIX D: Town Hauler Permit Requirements

§ 201-17. Permitting and operation of commercial, residential and municipal solid waste and recyclable materials collection. [Amended 5-16-2001, effective 5-30-2001; Amended 10-24-2011; Effective 12-1-2011]

A. Authority and purpose. The Town of Northbridge Board of Health under the authority of MGL c. 111, §§ 31A and 31B, hereby makes the following regulations in an effort to protect the public health and to promote increased recycling and responsible refuse disposal. These regulations are to be inserted into the Code of Regulations of the Board of Health, replacing any and all existing regulations previously adopted by the Board of Health regarding the permitting and operation of garbage, rubbish, and refuse collection and disposal, except as to those matters currently pending. Any condition that existed prior to the effective date of these regulations shall not be grandfathered or exempt from these regulations.

B. Definitions.

COMMERCIAL WASTE -- Nonhazardous solid waste generated by businesses, such as office buildings, retail and wholesale establishments, and restaurants.

FACILITY -- A licensed solid waste disposal or handling facility approved or licensed by the Department of Environmental Protection (DEP).

PERMITTEE -- Any person(s) or company, which has applied for and obtained the appropriate permit to collect refuse within the corporate limits of the Town of Northbridge.

RECYCLABLE MATERIALS -- Those items listed in Subsection G of these regulations.

SOLID WASTE -- All rubbish, trash, garbage, or refuse normally generated, excluding explosives, oil, sludges, highly flammable substances, cesspool or other human wastes, human or animal remains, construction materials, demolition debris, and hazardous refuse of any kind such as cleaning fluids, crankcase oils, cutting oils, paints, acids, caustics, poisons, drugs, radioactive materials, fine powdery earth used as filter media, cleaning fluid and refuse of similar nature. Recyclable materials, as defined in these regulations, are specifically excluded from solid waste.

C. General.

- (1) Any person engaged in the collection of solid waste and/or recyclable materials in the Town of Northbridge shall remove the same to an approved location or facility in accordance with these rules and regulations, as well as all other applicable rules and regulations.
- (2) The permittee shall at no time dispose of recyclable materials by landfilling or incineration without written permission from the Board of Health.
- (3) The permittee shall provide recycling service to allow compliance with the Commonwealth of Massachusetts Department of Environmental Protection Solid Waste Bans and any other item deemed feasible by the Board of Health. Items required to be recycled are set forth in Subsection G below, and are subject to amendment by the Board of Health.
- (4) In servicing establishments generating commercial waste, the permittee may limit recycling service to paper products, as listed in Subsection G.

- (5) Separation of recyclable materials from solid waste will take place at the source (i.e., individual homeowners/tenants/business owners will perform separation).

D. Permitting procedure.

- (1) All persons collecting solid waste and/or recyclable materials in the Town of Northbridge shall obtain a permit from the Board of Health prior to commencing with collection.
- (2) At the time of application or as otherwise specified, the applicant shall submit to the Board of Health the following:
 - (a) A nonrefundable permit fee [See § 201-23 Fee Schedule.] (**Amended 10-24-2011; Effective 12-1-2011**)
 - (b) A schedule of customer fees to be charged for residential, commercial, and industrial pickup of solid waste and recyclable materials.
 - (c) A description of the collection vehicle(s) to be used, including the make, model, year, type and size of compactor, and registration number.
 - (d) Certificates of insurance as defined in Subsection F.
 - (e) Total tonnage of solid waste and recyclable materials collected on a quarterly basis. Statistics for solid waste and recyclable materials must be supported by weight slips and/or vendor receipts. Estimates may be accepted at the discretion of the Board if sufficient justification for subject estimation is presented to the Board and can be verified. Statistics shall be submitted within 30 days of the close of each quarter; quarters shall be defined as January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31.
 - (f) Name and location of approved facility at which solid waste and recyclable materials were incinerated, deposited, and/or recycled.
- (3) The permit shall be valid for a period of not more than one year, renewable annually on the first day of January, subject to review and approval by the Board of Health.
- (4) No permit shall be transferable except with the approval of the Board of Health.

E. Operational procedures.

- (1) The permittee shall provide recycling service to allow compliance with the Commonwealth of Massachusetts Department of Environmental Protection Solid Waste Bans and any other item deemed feasible by the Board of Health, as set forth in Subsection G.
- (2) The permittee shall offer collection of solid waste on a weekly basis.
- (3) The permittee shall offer collection of recyclable materials a minimum of once every other week or on a schedule approved by the Board of Health.
- (4) Permittees shall provide their customers with a list of acceptable waste types and recyclable materials, with a list or description of proper packaging or bundling methods of same.
- (5) The permittee shall collect solid waste and recyclable materials from its customers in Northbridge.

- (6) Recyclable materials shall be placed curbside or at another approved location, on specified days, in their own approved reusable containers.
- (7) The permittee may refuse to collect any commercial, industrial, municipal or residential solid waste and/or recyclable materials if there is an indication that the material is not solid waste as defined in these regulations, or if the recyclable materials are not properly packaged or bundled. The permittee shall notify such customers of the reason(s) for refusal to collect. The permittee may notify the Board of Health of any customer who continues with repeated offenses.
- (8) The permittee shall take all reasonable care in the collection of solid waste. Solid waste shall not be scattered about the streets or onto private property. Solid waste which is spilled shall be immediately picked up by the permittee and removed with other wastes.
- (9) All vehicles and other equipment used by the permittee shall be kept in good repair, appearance, and in a sanitary condition.
- (10) Vehicles shall be appropriately marked to identify the owner's and/or company's name in lettering large enough to be seen from a distance of 100 feet and shall clearly display all local, state, and federal registrations, permits and licenses.
- (11) The Board of Health reserves the right to inspect collection vehicles and loads at reasonable times in order to ensure compliance with applicable state and local laws, by-laws, and regulations.
- (12) The permittee shall provide for the collection of bulk items such as, but not limited to, couches, chairs, mattresses, white goods, etc.
- (13) Any violation of these regulations or any other applicable laws or regulations by the permittee will be grounds for suspension, modification, or revocation of said permit.

F. Insurance.

- (1) The permittee shall provide a certificate of insurance as evidence of having comprehensive general liability insurance naming the Town of Northbridge as an additional insured. The comprehensive general liability policy shall be in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage.
- (2) The insurance policies shall be so written that the Board of Health will be notified of cancellation or restriction amendments at least 30 days prior to the effective date of such cancellations or amendments.

G. Recyclable materials.

- (1) This section is subject to amendment and revision by the Board of Health and the Commonwealth of Massachusetts as additional rules and regulations may be promulgated. The Board of Health may amend this section upon written notice to all permittees following public hearing and after reasonable notice to all permittees.
- (2) Recyclable materials shall be defined as materials that have the potential to be recycled and which are not commingled with solid waste.

(3) The following items shall be deemed recyclable materials:

(a) Paper products (tied in bundles or placed in brown paper bags):

- [1] Newspaper and glossy inserts.
- [2] Magazines.
- [3] Phone books.
- [4] Junk (and other) mail.
- [5] Cereal boxes, packaging, toy boxes, etc.
- [6] White, colored, and computer paper.
- [7] Corrugated cardboard.

(b) Glass (empty, rinsed, and dry whole bottles and jars. Labels, caps, and neck rings may remain on bottles.):

- [1] Clear, brown or green food and beverage containers only.

(c) Metal (empty, rinsed, and dry. Labels may remain and lids may be attached or placed inside the can; webbing must be removed from aluminum furniture; empty aerosol cans will be accepted):

- [1] All metal cans, tins, steel, aluminum, etc.
- [2] Aluminum foil and food trays.

(d) Plastics (empty, rinsed, and dry. Labels, caps, and neck rings may remain.):

- [1] Plastic milk, juice, and water jugs.
- [2] Soda bottles.
- [3] Detergent bottles.
- [4] Plastics #1 through #7.

H. **RESERVED (Amended 10-24-2011; Effective 12-1-2011)**

I. Indemnification.

(1) Permittees shall enter into arrangements for the collection of solid waste and recyclable materials with individual residents, the municipality, commercial, and industrial customers of the Town, in which the permittee will be paid directly by the customer.

(2) The permittee agrees to indemnify the Town from any loss that may arise from the improper treatments, storage, or disposal of hazardous wastes collected within the Town.

J. Suspension, modification or revocation of permits. Any solid waste/recyclable collection permit may be suspended, modified, or revoked by the Board of Health upon receipt of evidence satisfactory to the Board that the permittee has not conformed to the requirements of these regulations or such further regulations as may be adopted or to any applicable state or federal statute, regulations, rule or order regarding transportation or disposal of rubbish. Appeals of such suspensions, modification or revocations may be directed to the Board of Health within 10 business days of said suspension, modification, or revocation.

K. Severability. Each of these regulations shall be construed as separate to the end that if any regulation, clause, or phrase thereof, should be held invalid for any reason, the remainder of the regulations and all other regulations shall continue to be in force.

L. Variances. Any request for variance from these regulations must be submitted in writing to the Board of Health. The Board shall within 21 days of receipt of the request for variance hold a public hearing, at which time the applicant must demonstrate to the Board, by clear and convincing evidence, that there will be no adverse effect on the environment of the public health and safety by the granting of the variance request. All fees associated with the public hearing shall

be paid by the applicant. All decisions rendered by the Board shall be made in writing and shall be kept on file in the office of the Board of Health.

M. Noncriminal disposition method of enforcement. For the purposes of noncriminal disposition under MGL c. 40, § 21D, and the Northbridge Code of Bylaws § 1-109A, any violation of any section of these regulations shall be subject to a penalty in the amount of \$100 for the first offense, \$200 for the second offense, and \$300 for the third and subsequent offenses in the same calendar year. Each day or portion thereof during which a violation continues shall constitute a separate offense, and each provision of the chapter, regulations or permit violated shall constitute a separate offense.

N. Effective date. These regulations shall become effective on May 30, 2001.

Appendix E: Waste Ban Disposal Regulation: 310 CMR 19.017

19.017: Waste Bans

(1) Purpose. The Massachusetts Department of Environmental Protection may restrict or prohibit the disposal, or transfer for disposal, of certain components of the solid waste stream when it determines that:

(a) disposal of the material presents a potential adverse impact to public health, safety or the environment; or

(b) a restriction or prohibition will result in the extension of the useful life or capacity of a facility or class of facilities.

Table 310 CMR 19.017(3)

| Restricted Material | Effective Date of Restriction for Landfills or Combustion Facilities | Effective Date of Restriction for Transfer Facilities | Restriction |
|--------------------------------|--|---|---|
| Lead Batteries | December 31, 1990 | April 1, 2000 | Ban on disposal or incineration or transfer for disposal at a solid waste disposal facility |
| Leaves | December 31, 1991 | April 1, 2000 | Ban on disposal or incineration or transfer for disposal at a solid waste disposal facility |
| Tires | December 31, 1991 | April 1, 2000 | Ban on disposal or transfer for disposal of whole tires only at landfills. Tires must be shredded prior to disposal in landfills. |
| White Goods | December 31, 1991 | April 1, 2000 | Ban on disposal or incineration or transfer for disposal at a solid waste disposal facility |
| Other Yard Waste | December 31, 1992 | April 1, 2000 | Ban on disposal or incineration or transfer for disposal at a solid waste disposal facility |
| Aluminum Containers | December 31, 1992 | April 1, 2000 | Ban on disposal or incineration or transfer for disposal at a solid waste disposal facility |
| Metal or Glass | December 31, 1992 | April 1, 2000 | Containers Ban on disposal or incineration or transfer for disposal at a solid waste disposal facility |
| Single Polymer Plastics | December 31, 1994 | April 1, 2000 | Ban on disposal or incineration or transfer for disposal at a solid waste disposal facility |
| Recyclable Paper | December 31, 1994 | April 1, 2000 | Ban on disposal or incineration or transfer for disposal at a solid waste disposal facility |

| | | | |
|---|---------------|---------------|---|
| Cathode Ray Tubes | April 1, 2000 | April 1, 2000 | Ban on disposal, incineration, or transfer for disposal, at a solid waste disposal facility |
| Asphalt Pavement, Brick and Concrete | July 1, 2006 | July 1, 2006 | Ban on disposal or incineration or transfer for disposal at a solid waste disposal facility |
| Metal | July 1, 2006 | July 1, 2006 | Ban on disposal or incineration or transfer for disposal at a solid waste disposal facility |
| Wood | July 1, 2006 | July 1, 2006 | Ban on disposal or transfer for disposal at landfills |

Appendix F: Liquidated Damages

| | |
|---|--|
| 1. Failure to immediately pick up materials spilled during collection. | \$150 per occurrence |
| 2. Failure to promptly pick up waste spilled during haul in Town or outside Town boundaries if the Town receives a complaint of such spill. | \$500 per occurrence |
| 3. Willful mishandling of waste barrels/receptacles or recycling containers. | \$ 25 per occurrence |
| 4. Following notice of complaint, failure to collect waste from a specific location on the same day as the regular collection Route or the following day if so authorized by the BOH. | \$150 per occurrence |
| 5. Failure to pick up from any single address more than one time in a given month or three times in a six-month period when the driver or Contractor is at fault. | \$100 per miss plus reimbursement of subscription fee if more than three misses in a six-month period. |
| 6. Continued violation of traffic laws, ordinance or regulation during collection and haul, after written notice to correct from the BOH. | \$250 per occurrence |
| 7. Beginning any single collection route prior to 7:00 a.m. or finishing after 6:00 p.m. without the prior consent of the BOH. | \$100 per day |
| 8. Use of unmarked or un-inspected collection vehicles. | \$500 per occurrence |
| 9. Failure to clean vehicle or conveyances as provided for in this Contract. | \$150 per occurrence |
| 10. Failure or neglect to repair or furnish replacement dumpster or toter meeting the requirements of this Contract within five days. | \$200 per container not furnished |
| 11. Failure to enforce State Waste Ban Regulations in effect throughout the Term of the Contract. | \$50 per occurrence |
| 12. Collecting solid waste or recyclable materials from addresses that do not subscribe to the program. | \$100 per occurrence |
| 13. Failure to provide Rejection Notices as required by the Contract. | \$50 per occurrence |
| 14. Disposing of as trash, those recyclable materials appropriately set out for recycling. | \$500 per occurrence \$5,000 per truckload |
| 15. Failure to report truck breakdown or accident within 1 hour. | \$100 per occurrence |

- | | |
|--|----------------------------------|
| 16. Failure to maintain direct contact, either by phone or other method acceptable to the Town, between the BOH and the lead rubbish and lead recycling drivers as well as their supervisor. And also failure to maintain direct phone or radio contact between all vehicles servicing the town. | \$250 per occurrence |
| 17. Failure or neglect to furnish a schedule or revised schedule of collection and disposal. | \$1,000 per occurrence |
| 18. Commingling materials collected under this Contract with materials not collected under this contract, even if the Town will not be billed. | \$500 per occurrence |
| 19. Failure to correct billing error within ten (10) working days after notification by Town. | \$100 per occurrence |
| 20. Failure to provide prevailing wage rate information as required under this Contract. | \$500 per incident |
| 21. Failure to maintain phone service for Eligible households . | \$250 per 4 hours out of service |
| 22. Failure to provide disposal facilities in accordance with this Contract. | 150% of per ton disposal fee |

ALL LIQUIDATED DAMAGES MAY BE DEDUCTED BY THE TOWN FROM ANY PAYMENT THEN OR THEREAFTER DUE TO THE CONTRACTOR.

Appendix G: Prevailing Wage Rates

Attached are Prevailing Wage Rates to all vendors receiving a copy of the RFP.

Appendix H: List of Attachments Required to be Submitted with Proposals

The following materials must be submitted by Contractors with their Proposal

Certificate of Non-Collusion

Cost Proposal Form

Employee List

Performance Bond

Tax Compliance Statement

Certificate of Authority

CERTIFICATE OF NON-COLLUSION

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

Signature of person signing proposal

Print name of person signing proposal

Name of business

I. Bid Sheet for Northbridge
Solid Waste and Recyclable Materials Collection, Disposal and Processing

| Service | Description | YEAR 1 | YEAR 2 | YEAR 3 |
|---|--|--------|--------|--------|
| SOLID WASTE WEEKLY CURBSIDE COLLECTION AND TRANSPORTATION TO DISPOSAL SITE, WEEKLY RECYCLING COLLECTION AND PROCESSING | | | | |
| Billing included | | | | |
| 64 Gallon Carts for Refuse and 64 Gallon Cart for single stream recycling For all 4000 hh | Cost per household per year 80% Participation 70% 60% 50% 30% | | | |
| 64 Gallon Carts for Refuse for EOW collection and 64 Gallon Cart for single stream recycling For all 400 hh | Cost per household per year 80% Participation 70% 60% 50% 30% | | | |

ALTERNATIVE PROPOSALS BY VENDOR

| Service | Description | YEAR 1 | YEAR 2 | YEAR 3 |
|---|---|--------|--------|--------|
| Billing and collection of flat fee- for all If town does the billing | Reduced Cost per household per year/ Lump sum cost | | | |

| Service | Description | YEAR 1 | YEAR 2 | YEAR 3 |
|--|---|--------|--------|--------|
| Municipal/ School Facilities | | | | |
| Collect, and transport of solid waste | Cost per stop | | | |
| Additional cart for solid waste (<=64 gallon) | Cost per cart | | | |
| Collect, transport and dispose of solid waste Hauler will do the billing directly | Price per 8 yd dumpster per pick-up | | | |
| Collect, transport and process recycling | Cost per cart | | | |
| Collect, transport and process recycling Hauler will do the billing directly | Price per 8 yd cardboard dumpster per pick-up | | | |
| Collect, transport and process recycling Hauler will do the billing directly | Price per 8 yd single stream dumpster per pick-up | | | |
| Additional Roll off container- on call service including collection, transportation and rental for municipal service only | Base fee per service call | | | |

Please attached price list for collection of items to be picked up at the curb, by appointment.
Payment will be directly from the resident to the contractor: Cost for each bulky item, such as but not limited to
couch, electronics, mattress, refrigerators, metal, Christmas trees, and yard waste.

H.



Doreen A. Cedrone, CMC/CMMC
Town Clerk

TOWN OF NORTHBRIDGE
OFFICE OF THE TOWN CLERK

7 MAIN STREET
WHITINSVILLE, MASSACHUSETTS, 01588
Phone: 508-234-2001 • Fax 508-234-0813
dcedrone@northbridgemass.org

HIGHLIGHTS FROM THE TOWN CLERK'S OFFICE
FOR THE PERIOD JULY 1 – DECEMBER 31, 2013.

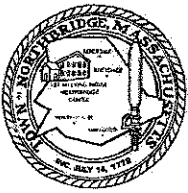
1. *Reimbursement from the State for the Special State Primary and the Special State Election in 2013:*

The State reimbursed the Town for the Special State Primary and the Special State Election that were held in 2013. Northbridge received \$9,828 in November 2013. (Some expenses were not reimbursable, such as meals for the poll workers and also the extra hours for police (1.5 hours in the morning to deliver the ballots to polls and approximately 2 hours after polls close in the evening to return ballots and the voting machines to Town Clerk's office).

2. *Our **annual** responsibilities between July and December were performed timely, and they are listed below:*

- Annual Town Census: Readied for the census mailing by re-designing the census form, completing the set of instructions for the vendor, providing an up-to-date list of residents to the vendor, and forwarding payment for postage. The census is mailed during the first week in January.
- Campaign Finances: Monitored campaign finances for all elected Town officials.
- Conflict of Interest Law: Distributed the Summary of the conflict of interest law for municipal employees to all employees and board members.
- Conference: Attended the Fall Massachusetts City and Town Clerks Conference in Hancock MA. It is a three-day conference filled with educational classes conducted by various state officials, i.e. Elections Division director, Registry of Vital Records and Statistics officials, and the Office of Campaign and Political Finance director.

- Town Meeting: Handled Town Meeting-related duties -- held a voter registration session, finalized proceedings, and submitted bylaw changes to the Attorney General following Town Meeting action.
 - Elections: Prepared the Election Calendar for 2014, and started working on our Annual Town Election responsibilities.
3. *In addition to completing those annual responsibilities and handling the day-to-day duties of the office, we also accomplished the following between July and December:*
- Electronic Filing of Death Certificates: Linda and I participated in several webinars conducted by the State's Vital Records department for the soon-to-be-launched **electronic filing of death certificates**. This is a major undertaking by the State, and it involves funeral directors, doctors, city and town Clerks, burial agents, and the staff at Vital Records. The State hopes to launch the electronic death certificate sometime in 2014.
 - Code Update: We prepared for another Code update. This involves forwarding the changes to our bylaws and regulations that were made by all departments to General Code. This is always very expensive. The first quote was for "between \$8,660 and \$11,610." I told General Code the quote was too high. General Code revised the quote to "not to exceed \$6,995" and that price is for the same work.
 - Record Preservation: We need to improve our storage type for vital records and other town records stored in the Town Clerk's office. Linda and I are educating ourselves in the area of grant writing and general record preservation. Ken Warchol said that the Historical Society would certainly support us in any way the Society could as we pursue a means of preserving Town records.



TOWN OF NORTHBRIDGE
PLANNING BOARD
7 MAIN STREET
WHITINSVILLE, MASSACHUSETTS 01588

RECEIVED

14 FEB 12 PM 3:00

I.

PHONE: (508) 234-2447

FEB 11 2014

FAX: (508) 234-0814

February 12, 2014

Doreen Cedrone, Town Clerk
Northbridge Memorial Town Hall
7 Main Street
Whitinsville, MA 01588

Northbridge Town Manager

RE: 2014 SPRING ANNUAL TOWN MEETING
Zoning Amendment Article(s) - Registered Marijuana Dispensary

COPY

Dear Mrs. Cedrone:

Please be advised at its meeting of Tuesday, February 11, 2014, the Planning Board upon motion duly made (Murray) and seconded (Dolber) voted (5-0) to SPONSOR the following zoning amendment articles for consideration at the 2014 Spring Annual Town Meeting scheduled for May 06, 2014.

1. Amend the Zoning Bylaw by DELETING IN ITS ENTIRETY Section 173-18.4 [Temporary Moratorium on Medical Marijuana Treatment Centers] and REPLACING THEREWITH Section 173-18.4 [Registered Marijuana Dispensary]
2. Amend Zoning Bylaw Section 173-12 [Table of Use Regulations] by ADDING "Registered Marijuana Dispensary" to be permitted by Special Permit (Planning Board) within the Industrial-Two (I-2) Zoning District.

Pursuant to M.G.L. Ch 40A Sec. 5 [Adoption or change of zoning ordinances or by-laws; procedures] the Planning Board shall hold its public hearing on Tuesday, March 11, 2014 (7:35PM). The Planning Board shall provide its report & recommendations at Town Meeting.

Please find attached the Zoning Map for the Town of Northbridge, a copy of the (draft) Registered Marijuana Dispensary provision will be provided under separate cover in advance of the public hearing publication. Should you require additional information or have any questions at this time please contact the Planning office.

Sincerely,

R. Gary Bechtholdt II
Northbridge Town Planner

Cc: Town Manager/BOS Town Counsel Bldg Insp. FinCom /File

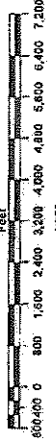


NORTHBRIDGE, MASS.

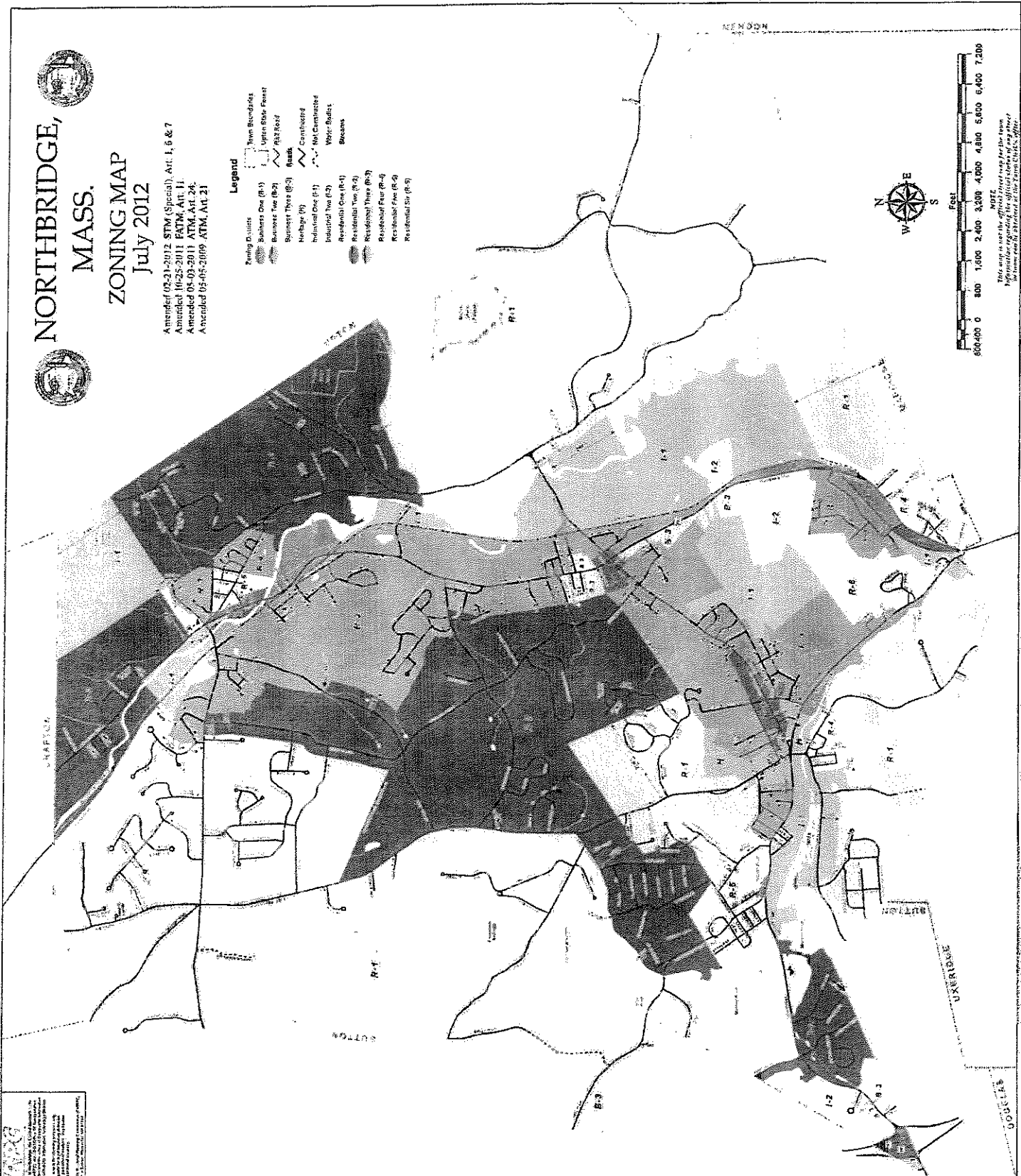
ZONING MAP July 2012

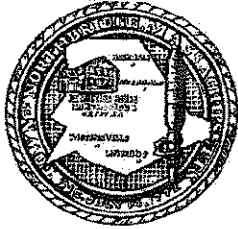
Amended 02-21-2012, STM (Special), Art. I, § 6 & 7
 Amended 10-25-2011, PATM, Art. II,
 Amended 05-03-2011, ATM, Art. 24,
 Amended 05-05-2009, ATM, Art. 21

- Legend**
- Thin Boundary
 - Business One (B-1)
 - Business Two (B-2)
 - Business Three (B-3)
 - Neighborhood (N)
 - Industrial One (I-1)
 - Industrial Two (I-2)
 - Residential One (R-1)
 - Residential Two (R-2)
 - Residential Three (R-3)
 - Residential Four (R-4)
 - Residential Five (R-5)
 - Residential Six (R-6)
 - Not Constructed
 - Water Bodies
 - Becomes



NOTE:
 This map is not the official record of any town.
 Information regarding the official status of any street
 can be found in the Town Clerk's Office.





TOWN OF NORTHBRIDGE, MASSACHUSETTS

COMMUNITY PLANNING & DEVELOPMENT

14 FEB 19 11 30 07

R. Gary Bechtholdt II, Town Planner

7 Main Street Whitinsville, MA 01588

Phone: (508) 234.2447 Fax: (508) 234.0814

gbechtholdt@northbridgemass.org

14 FEB 19 11 30 07

MEMORANDUM

Date: February 18, 2014

To: Attorney David Doneski -VIA EMAIL
KOPELMAN AND PAIGE, P.C.

From: R. Gary Bechtholdt II, Town Planner

RE: **REGISTERED MARIJUANA DISPENSARY**
Zoning Amendment Article(s)

RECEIVED

FEB 19 2014

Northbridge Town Manager

COPY

Please find attached for your review and comment (draft) Registered Marijuana Dispensary zoning bylaw for the Town of Northbridge. As explained to you last week, since adopting the temporary zoning moratorium last year the Planning Office has been working with the Board of Health Administrator, Police Chief and Zoning Enforcement Officer to prepare regulations for Northbridge.

As you will see the draft is based upon the model bylaw offered by Kopelman & Paige, PC however does not include/establish an overlay district for reasons stated before. Included in the draft bylaw (reworked since our last conversation) are a series of additional discussion items, shown in red italics.

Please also find attached for your records and review copy of Planning Board action dated February 12, 2014 sponsoring the two (2) zoning articles for RMDs. The Planning Board has scheduled its Public Hearing for Tuesday, March 11, 2014; please be sure to provide this office with your comments for both zoning articles in advance of this meeting.

Thank you in advance for your prompt attention to this matter, should you require additional information or have any questions please contact the Planning office.

CC: Town Clerk
Town Manager/BOS
Planning Board
Board of Health
Police Chief
Bldg Insp
/File

-W/Enclosure

C. Definitions

(1) Where not expressly defined in the Zoning Bylaws, terms used in the Registered Marijuana Dispensary Bylaw shall be interpreted as defined in the Humanitarian Medical Use of Marijuana Act, G.L. c.94C, App. §1-1, et seq. and the Department of Public Health Regulations promulgated thereunder, 105 CMR 725.001, et seq., and otherwise by their plain language.

a. REGISTERED MARIJUANA DISPENSARY: also known as a Medical Marijuana Treatment Center, means a not-for-profit entity registered under 105 CMR 725.100, that acquires, cultivates, possesses, processes (including development of related products such as edible marijuana-infused products ("MIPs"), tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. Unless otherwise specified, RMD refers to the site(s) of dispensing, cultivation, and preparation of marijuana.

In addition to defining RMDs some municipalities include a separate definition/provision for Off-Site Medical Marijuana Dispensary –do we need to make the distinction between the two or can we treat them the same, if so is our RMD definition broad enough to include both onsite & offsite (both to be permitted in I-2 by special permit); would like to treat them the same

D. Location

(1) RMDs may be permitted by Special Permit within the Industrial-Two (I-2) Zoning District of the Town of Northbridge.

(2) RMDs may not be located within ~~1,000/500/200~~ feet of the following:

- a. School, including a public or private elementary, vocational, or secondary school or a public or private college, junior college, or university;
- b. Child Care Facility;
- c. Library;
- d. Playground;
- e. Public Park;
- f. Youth center; or
- g. Church ~~Public swimming pool, Video arcade facility;~~
- h. ~~or similar facility in which minors commonly congregate.~~

- ii. Convenience and safety of vehicular and pedestrian movement on the site and for the location of driveway openings in relation to street traffic;
 - iii. Convenience and safety of vehicular and pedestrian movement off the site, if vehicular and pedestrian traffic off-site can reasonably be expected be substantially affected by on-site changes;
 - iv. Adequacy as to the arrangement and the number of parking and loading spaces in relation to the proposed use of the premises, including designated parking for home delivery vehicle(s), as applicable;
 - v. Design and appearance of proposed buildings, structures, freestanding signs, screening and landscaping; and
 - vi. Adequacy of water supply, surface and subsurface drainage and light.
- d. A description of the security measures, including employee security policies, approved by DPH for the RMD;
 - e. A copy of the emergency procedures approved by DPH for the RMD;
 - f. A copy of the policies and procedures for patient or personal caregiver home-delivery approved by DPH for the RMD;
 - g. A copy of the policies and procedures for the transfer, acquisition, or sale of marijuana between RMDs approved by DPH;
 - h. A copy of proposed waste disposal procedures; and
 - i. A description of any waivers from DPH regulations issued for the RMD.
- (3) The SPGA shall refer copies of the application to the Building Department, Fire Department, Police Department, Board of Health, the Conservation Commission, the Highway Department, Board of Water Commissioners, and the Planning Board. These boards/departments shall review the application and shall submit their written recommendations. Failure to make recommendations within 35 days of referral of the application shall be deemed lack of opposition.
- (4) After notice and public hearing and consideration of application materials, consultant reviews, public comments, and the recommendations of other town boards and departments, the SPGA may act upon such a permit.

F. Special Permit Conditions on RMDs

- (1) The SPGA shall impose conditions reasonably appropriate to improve site design, traffic flow, public safety, protect water quality, air quality, and significant environmental resources, preserve the character of the surrounding area and otherwise serve the purpose of this section. In addition

I. Severability

- (1) The provisions of this Bylaw are severable. If any provision, paragraph, sentence, or clause of this Bylaw or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Bylaw.

CM
 COMMUNITY MAP
 The Community Map is a map of the town of Northbridge, Massachusetts, showing the various zoning districts and their boundaries. It is a legal document and should be used as a reference for all zoning matters. The map is divided into various zones, each with its own set of rules and regulations. The zones are color-coded and labeled with their respective codes. The map is a valuable tool for anyone involved in zoning, whether it be a resident, a business owner, or a town official.



NORTHBRIDGE, MASS.

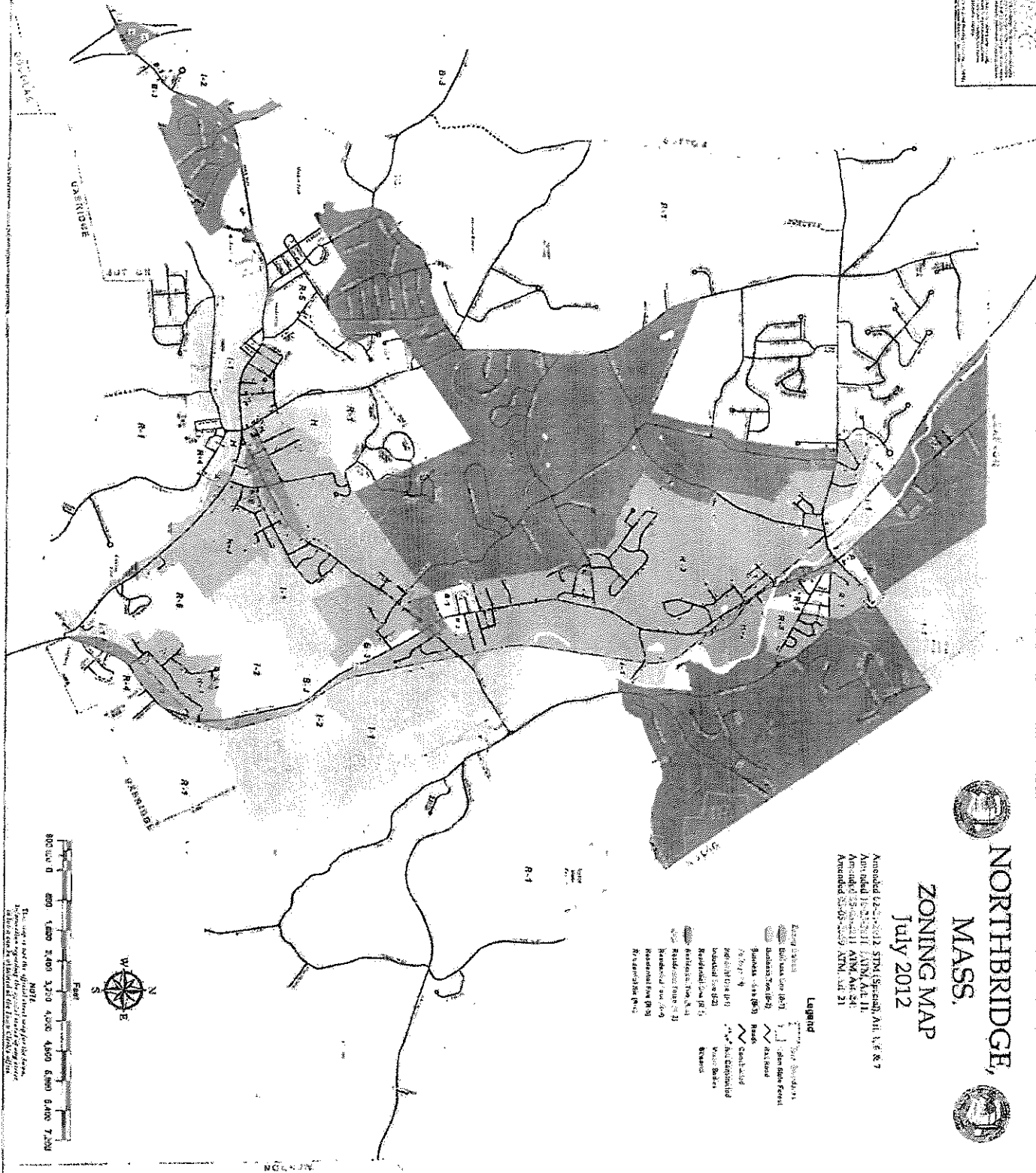


ZONING MAP July 2012

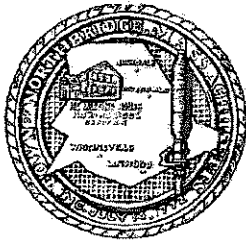
Amended 12-21-2012 STM (Special) All, R-1, R-2
 Amended 10-21-2011 STM, All, R-1
 Amended 05-04-2011 ATM, All, R-1
 Amended 02-05-2009 STM, All, R-1

Legend

- Zoning District
- Water
- Open Space
- Road
- Railroad
- Boundary
- Setback
- Height
- Density
- Use
- Other



NOTE: This map is not the official zoning map of the town. It is a copy of the official zoning map as of July 2012.



COMMUNITY PLANNING & DEVELOPMENT

R. Gary Bechtholdt II, Town Planner
7 Main Street Whitinsville, MA 01588
Phone: (508) 234.2447 Fax: (508) 234.0814
gbechtholdt@northbridgemass.org

MEMORANDUM

Date: February 10, 2014

To: Brett Simas, Chairman Northbridge Planning Board

From: R. Gary Bechtholdt II, Town Planner 

RE: **REGISTERED MARIJUANA DISPENSARY**
Zoning Amendment Article(s) -2014 SATM

Please find attached for your review the following documents prepared by Town Counsel concerning local zoning adoption regulating Medical Marijuana Dispensaries:

- Regulations of Medical Marijuana-Related Uses: First in a Three Part Series -General Background and Overlay Districts - (includes draft model overlay district bylaw)
- Regulations of Medical Marijuana-Related Uses: Second in a Three Part Series -Case Study -Lessons from the Town of Westborough Zoning Bylaw
- Regulations of Medical Marijuana-Related Uses: Last of Three Part Series -Evaluating Existing Zoning Bylaws/Ordinances for Regulation of Agricultural

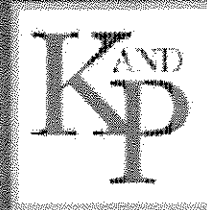
As mentioned previously, since local adoption of the zoning moratorium (May 2013) the Planning office has worked with the Board of Health Administrator, Police Chief and the Building Inspector in preparing zoning provision for consideration at the upcoming Spring Annual Town Meeting; additionally the Planning office has communicated with Town Counsel in preparing draft regulations. Please find attached draft Registered Marijuana Dispensary zoning provisions.

The Planning Board may consider sponsoring the following zoning articles for consideration at the 2014 Spring Annual Town Meeting scheduled for May 06, 2014:

1. Amend the Zoning Bylaw by deleting in its entirety Section 173-18.4 [Temporary Moratorium on Medical Marijuana Treatment Centers] and replace therewith Section 173-18.4 [Registered Marijuana Dispensary]
2. Amend the Zoning Bylaw Section 173-12 Table of Use Regulations by adding Registered Marijuana Dispensary permitting use by Special Permit (Planning Board) within the Industrial -Two (I-2) Zoning District.

Pursuant to MGL Ch. 40A Sec. 5 the Planning Board shall hold a public hearing in advance of Town Meeting. The Planning office will continue to work with Town Counsel in preparing the articles; once a date is set for the hearing the Planning office will publish notice in the local newspaper and provide the Town Clerk with the necessary documentation. Should you require additional information please let me know.

CC: /File



Regulation of Medical Marijuana-Related Uses: First in a Three Part Series

GENERAL BACKGROUND AND OVERLAY DISTRICTS

On January 1, 2013, the Humanitarian Medical Use of Marijuana Act, G.L. c.94C, App. §1-1, et seq. (the "Act"), enacted by voter referendum, took effect. Several months later, on May 24, 2013, the Department of Public Health ("DPH") promulgated regulations, 105 CMR 725.001, et seq., to implement the law. In light of the uncertainty with respect to implementation of the law, many municipalities enacted temporary moratoria prohibiting within the limits of the municipality the location of Registered Marijuana Dispensaries ("RMDs"), also known as "medical marijuana treatment centers." Since then, municipalities have been grappling with whether, where and how to zone such entities. Our in-depth review of these issues has been divided into three separate eUpdates, each focused on a particular aspect of the implications of designing and adopting appropriate zoning for the purpose of regulating medical marijuana uses.

This eUpdate reviews the basic options relative to regulation of medical marijuana uses using zoning, and in particular, overlay districts. The second reviews the Attorney General's recent action on a zoning amendment in the Town of Westborough, and the lessons that can be learned from it. Finally, the last eUpdate addresses the important, and complicated, topic of regulation of medical marijuana uses where agriculture is implicated.

General Background – Options as to Use of Zoning to Regulate RMDs

By way of background, RMDs are not-for-profit entities registered under 105 CMR 725.100 that cultivate, prepare transport, and dispense to qualifying patients or their personal caregivers marijuana, products containing marijuana, related supplies, and educational materials. Under DPH regulations, RMDs may cultivate, prepare and dispense marijuana all on one site, or may utilize a remote cultivation site. If RMDs use a remote cultivation site, 105 CMR 725.100(A)(4) prohibits cultivation of marijuana at the dispensary site.

THE LEADER IN PUBLIC SECTOR LAW

Municipalities may regulate RMDs through zoning by amending a zoning bylaw or ordinance to include a category for such purposes in an existing schedule or table of uses, specifying where such uses will be allowed as of right or by special permit. If a RMD was allowed by special permit, existing special permit procedures would apply. Alternatively, a municipality may adopt an overlay district identifying where RMDs will be allowed and establishing special regulations and procedures for permitting RMDs. Enclosed find a model medical marijuana overlay district as a starting point for analyzing how this issue may best be addressed in your municipality. Be reminded that either method of regulating RMDs will require a zoning amendment in accordance with the provisions of G.L. c.40A §5.

The enclosed model overlay district zoning amendment addresses only RMDs and cultivation sites. Note, however, that the Act and DPH regulations also authorize hardship cultivation, defined as the cultivation of medical marijuana by a qualifying patient or personal caregiver at their primary residence. Such hardship cultivation may only be approved by DPH if a qualifying patient can demonstrate certain conditions with respect to difficulty accessing existing RMDs. The Attorney General has strongly discouraged the use of zoning bylaws or ordinances to regulate hardship cultivation and instead suggested that such regulation be achieved through adoption or amendment of a general bylaw or ordinance or promulgation by boards of health of appropriate health regulations. We will address regulation of hardship cultivation in a future eUpdate.

Model Medical Marijuana Overlay District

Regulating RMDs through an overlay district offers communities the opportunity to provide a process specifically tailored to a unique set of circumstances and the laws governing it. Below, we identify specific areas in which a municipality may customize a medical marijuana overlay district to meet its unique objectives.

As with any overlay district, a municipality may define where RMDs may be sited by designating the district on the zoning map. While a municipality is not required to guarantee the availability or suitability of land within a zoning district for an authorized purpose, in determining the location of the overlay district, the Attorney General has ruled that a municipality may not effectively ban RMDs through zoning.

The model also includes a requirement, authorized by the DPH regulations at 105 CMR 725.111(A)(14), that a RMD must be sited at a minimum distance from certain protected uses, such as playgrounds or schools. We have identified three different distances that can be selected to suit a municipality's needs: 300 feet, 500 feet, and 1,000 feet, but a municipality may also select its own reasonable distance to the extent that such a distance is supported by factual findings. These distances are located, respectively, in: the Massachusetts Drug Free School Zone law, G.L. c.94C §32J; the DPH regulations default distance requirement; and the federal Drug Free School Zone

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law, 21 U.S.C. §860. Be aware that if a municipality does not specify a distance requirement in its zoning amendment, the DPH regulations will nevertheless prohibit the siting of a RMD within a radius of 500 feet of a school, daycare center, or any facility in which children commonly congregate, measured in a straight line from the nearest point of the facility in question to the nearest point of the proposed RMD. We recommend that to avoid rejection by the Attorney or a legal challenge with respect to the zoning amendment, care be taken to ensure that any distance restriction selected not effectively prohibit RMDs.

As with any zoning amendment that involves a special permit granting authority, another determination will need to be made as to which entity to designate. Options include the planning board, zoning board of appeals, board of selectmen or city council.

The term of any special permit issued for a RMD must also be considered. In Section 6(e) of the model enclosed herewith, we have identified five years, but any reasonable period could be selected. In any event, the DPH regulations, 105 CMR 725.100(E), require RMDs to annually renew their registrations.

Finally, Section 7 of the model recognizes the possibility that a RMD operator may be able to demonstrate that an agricultural use will be the primary use of the subject property. Such a showing would potentially protect the RMD from regulation under zoning as a so-called agricultural use pursuant to the provisions of G.L. c.40A, §3. If a particular property so qualifies under this section, a municipality may not impose a special permit requirement. In that circumstance, therefore, the model requires an applicant to undergo site plan review. This section may be particularly important in the reasonable regulation of cultivation sites. This issue will be discussed in more detail in the last eUpdate in this series.

We continue to work with municipalities throughout the state to develop zoning amendments that are most appropriate based on each municipality's unique physical characteristics, demographics, and applicable law and regulatory scheme.

Feel free to contact Attorney Kay Doyle at kdoyle@k-plaw.com or 617.556.0007 with further questions on this topic.

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DRAFT MODEL MEDICAL MARIJUANA OVERLAY DISTRICT BYLAW

1. **Establishment:** The Medical Marijuana Overlay District ("MMOD") is established as an overlay district. The boundaries of the MMOD are shown on the Zoning Map on file with the Town Clerk. Within the MMOD, all requirements of the underlying district(s) remain in effect, except where these regulations provide an alternative to such requirements. Land within the MDOD may be used either for (1) a Registered Marijuana Dispensary ("RMD"), in which case the requirements set forth in this section shall apply; or (2) a use allowed in the underlying district, in which case the requirements of the underlying district shall apply. If the provisions of the MMOD are silent on a zoning regulation, the requirements of the underlying district shall apply. If the provisions of the MMOD conflict with the requirements of the underlying district, the requirements of the MMOD shall control.
2. **Purpose:** To provide for the placement of RMDs, in accordance with the Humanitarian Medical Use of Marijuana Act, G.L. c.94C, App. §1-1, et seq., in locations suitable for lawful medical marijuana facilities and to minimize adverse impacts of RMDs on adjacent properties, residential neighborhoods, historic districts, schools, playgrounds and other locations where minors congregate by regulating the siting, design, placement, security, and removal of RMDs.
3. **Definitions:** where not expressly defined in the Zoning Bylaws, terms used in the MMOD Bylaw shall be interpreted as defined in the Humanitarian Medical Use of Marijuana Act, G.L. c.94C, App. §1-1, et seq. and the Department of Public Health Regulations promulgated thereunder, 105 CMR 725.001, et seq., and otherwise by their plain language.
 - a. **Registered Marijuana Dispensary:** also known as a Medical Marijuana Treatment Center, means a not-for-profit entity registered under 105 CMR 725.100, that acquires, cultivates, possesses, processes (including development of related products such as edible marijuana-infused products ("MIPs"), tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products

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containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. Unless otherwise specified, RMD refers to the site(s) of dispensing, cultivation, and preparation of marijuana.

4. Location

- a. RMDs may be permitted in the MMOD pursuant to a Special Permit.
 - b. RMDs may not be located within **[1,000/500/300]** feet of the following:
 - (1) School, including a public or private elementary, vocational, or secondary school or a public or private college, junior college, or university;
 - (2) Child Care Facility;
 - (3) Library;
 - (4) Playground;
 - (5) Public Park;
 - (6) Youth center;
 - (7) Public swimming pool;
 - (8) Video arcade facility; or
 - (9) Similar facility in which minors commonly congregate.
 - c. The distance under this section is measured in a straight line from the nearest point of the property line of the protected uses identified in Section 4.b. to the nearest point of the property line of the proposed RMD.
 - d. The distance requirement may be reduced by twenty-five percent or less, but only if:
 - (1) The applicant demonstrates that the RMD would otherwise be effectively prohibited within the municipality;
 - (2) The applicant demonstrates that the RMD will employ adequate security measures to prevent diversion of medical marijuana to minors who are not qualifying patients pursuant to 105 CMR 725.004.
5. Procedure: The **[Planning Board/Zoning Board of Appeals/Board of Selectmen/City Council]** shall be the Special Permit Granting Authority (SPGA) for a RMD special permit.

- a. Application: In addition to the materials required under **[insert appropriate section of the Zoning Bylaw or identify applicable rules and regulations for contents of application]**, the applicant shall include:
- (1) A copy of its registration as an RMD from the Massachusetts Department of Public Health ("DPH");
 - (2) a detailed floor plan of the premises of the proposed RMD that
 - (3) identifies the square footage available and describes the functional areas of the RMD, including areas for any preparation of MIPs;
 - (4) detailed site plans that include the following information:
 - (a) Compliance with the requirements for parking and loading spaces, for lot size, frontage, yards and heights and coverage of buildings, and all other provisions of this Bylaw;
 - (b) Convenience and safety of vehicular and pedestrian movement on the site and for the location of driveway openings in relation to street traffic;
 - (c) Convenience and safety of vehicular and pedestrian movement off the site, if vehicular and pedestrian traffic off-site can reasonably be expected be substantially affected by on-site changes;
 - (d) Adequacy as to the arrangement and the number of parking and loading spaces in relation to the proposed use of the premises, including designated parking for home delivery vehicle(s), as applicable;
 - (e) Design and appearance of proposed buildings, structures, freestanding signs, screening and landscaping; and
 - (f) Adequacy of water supply, surface and subsurface drainage and light.
 - (5) a description of the security measures, including employee security policies, approved by DPH for the RMD;
 - (6) a copy of the emergency procedures approved by DPH for the RMD;

- (7) a copy of the policies and procedures for patient or personal caregiver home-delivery approved by DPH for the RMD;
 - (8) a copy of the policies and procedures for the transfer, acquisition, or sale of marijuana between RMDs approved by DPH;
 - (9) a copy of proposed waste disposal procedures; and
 - (10) a description of any waivers from DPH regulations issued for the RMD.
- b. The SPGA shall refer copies of the application to the Building Department, Fire Department, Police Department, Board of Health, the Conservation Commission, the Highway Department, Board of Water Commissioners, and the Planning Board. These boards/departments shall review the application and shall submit their written recommendations. Failure to make recommendations within 35 days of referral of the application shall be deemed lack of opposition.
 - c. After notice and public hearing and consideration of application materials, consultant reviews, public comments, and the recommendations of other town boards and departments, the SPGA may act upon such a permit.
6. Special Permit Conditions on RMDs: The SPGA shall impose conditions reasonably appropriate to improve site design, traffic flow, public safety, protect water quality, air quality, and significant environmental resources, preserve the character of the surrounding area and otherwise serve the purpose of this section. In addition to any specific conditions applicable to the applicant's RMD, the SPGA shall include the following conditions in any special permit granted under this Bylaw:
- a. Hours of Operation, including dispatch of home deliveries.
 - b. The permit holder shall file a copy of any Incident Report required under 105 CMR 725.110(F) with the Zoning Enforcement Officer and the SPGA within 24 hours of creation by the RMD. Such reports may be redacted as necessary to comply with any applicable state or federal laws and regulations.
 - c. The permit holder shall file a copy of any summary cease and desist order, cease and desist order, quarantine order, summary suspension order, order limiting sales, notice

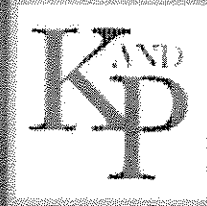
of a hearing, or final action issued by DPH or the Division of Administrative Law Appeals, as applicable, regarding the RMD with the Zoning Enforcement Officer and SPGA within 48 hours of receipt by the RMD.

- d. The permit holder shall provide to the Zoning Enforcement Officer and Chief of the Police Department, the name, telephone number and electronic mail address of a contact person in the event that such person needs to be contacted after regular business hours to address an urgent issue. Such contact information shall be kept updated by the permit holder.
 - e. The special permit shall lapse within **[five]** years of its issuance. If the permit holder wishes to renew the special permit, an application to renew the special permit must be submitted at least 120 days prior to the expiration of the special permit.
 - f. The special permit shall be limited to the current applicant and shall lapse if the permit holder ceases operating the RMD.
 - g. The special permit shall lapse upon the expiration or termination of the applicant's registration by DPH.
 - h. The permit holder shall notify the Zoning Enforcement Officer and SPGA in writing within 48 hours of the cessation of operation of the RMD or the expiration or termination of the permit holder's registration with DPH.
7. **Exemption from RMD Special Permit Requirement:** RMDs that demonstrate that they are protected pursuant to the agricultural exemption under G.L. c.40A §3 are not required to obtain a special permit, but shall apply for Site Plan Approval pursuant to Section **[insert appropriate section of Zoning Bylaw here]**.
8. **Prohibition Against Nuisances:** No use shall be allowed in the MMOD which creates a nuisance to abutters or to the surrounding area, or which creates any hazard, including but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area.
9. **Severability:** The provisions of this Bylaw are severable. If any provision, paragraph, sentence, or clause of this Bylaw or the application thereof to any person, establishment, or

circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Bylaw.

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July 31, 2013

Celebrating 40 Years of Public Service

Regulation of Medical Marijuana-Related Uses: Second in a Three Part Series

CASE STUDY – LESSONS FROM THE TOWN OF WESTBOROUGH ZONING BYLAW

As you are aware, the Humanitarian Medical Use of Marijuana Act, G.L. c.94C, App. §1-1, et seq. (the "Act"), was enacted by voter referendum and took effect on January 1, 2013. The Department of Public Health ("DPH") regulations, 105 CMR 725.001, et seq., promulgated to implement the law are now in effect. As municipalities begin the process of evaluating their particular zoning circumstances and undertake a planning process for siting of so-called Registered Marijuana Dispensaries ("RMDs") (also known as "medical marijuana treatment centers"), more information concerning the state's intentions with regard to the same will become evident.

The second in our series of eUpdates on this topic considers the July 22, 2013 decision of the Attorney General's Office on a zoning bylaw amendment adopted by the Town of Westborough applicable to RMDs and marijuana cultivation. Although the Attorney General approved part of the bylaw, a portion was stricken as in conflict with the state law. Below, we summarize the portions of the Attorney General's decision as it applies to specific issues.

- **A special permit cannot be required for hardship cultivation.** The Attorney General ruled that a discretionary permit requirement conflicted with the intent of the Act, and further that DPH regulations make hardship cultivation available to patients who demonstrate that they qualify for hardship cultivation registration.
- **Hardship cultivation cannot be limited to a specific area, particularly if that area is non-residential.** The Attorney General determined that the bylaw's limitation of allowing hardship cultivation only within the Town's Adult Entertainment District, effectively banning hardship cultivation from the residential districts in town conflicted with DPH regulations that hardship cultivation may occur at the primary residence of the qualifying patient or the personal caregiver.

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- **Off-site delivery of marijuana by registered marijuana dispensaries cannot be prohibited.** The Attorney General ruled that a prohibition on off-site deliveries conflicted with DPH regulations allowing medical marijuana to be delivered to a facility for independent testing, and opined further that it would be inconsistent with DPH regulations even if the bylaw had only prohibited off-site delivery to patients.
- **Distance requirements authorized by the DPH regulations for RMDs cannot be applied to hardship cultivation.** The Attorney General determined that requirements mandating siting of RMDs minimum distances from schools, playgrounds, and other protected uses would impermissibly interfere with the ability of a qualifying patient or personal caregiver under a hardship cultivation registration to cultivate marijuana at their primary residence.
- **A special permit for a RMD cannot be denied on the basis of federal law.** Although the U.S. government deems marijuana a Class I substance under the Controlled Substances Act and has the power to take action against those possessing, cultivating or selling marijuana, the Attorney General ruled that municipalities must obey state law until it is determined by a Court of competent jurisdiction to be pre-empted by federal law.
- **A municipality cannot interpret a zoning bylaw's prohibition against off-site signage to include a RMD website.** As the DPH regulations authorize RMDs to use websites, the Attorney General found that off-site signage restrictions or prohibitions may not apply to websites.
- **If a RMD qualifies as a commercial agricultural use under G.L. c.40A §3, a municipality cannot require a special permit for it.** Westborough's bylaw stated in its definition of the term "agricultural" that "agricultural shall not include any uses or activities associated with Medical Marijuana Treatment and Dispensing Facilities or Marijuana Cultivation." The Attorney General found that a municipality had no power to eliminate the statutory protection of G.L. c.40A §3 by way of a bylaw amendment and acknowledged that it was possible a RMD could qualify as a commercial agricultural use for the purposes of G.L. c.40A §3.

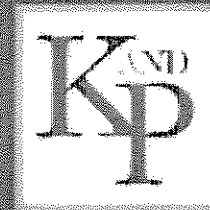
Municipalities will want to consider the findings and ultimate determination of the Attorney General on the Town of Westborough bylaw when evaluating appropriate zoning for medical marijuana-related uses in their own communities. The full decision of the Attorney General is available on our website at www.k-plaw.com.

We anticipate that as the Attorney General reviews additional bylaws seeking to regulate RMDs and marijuana cultivation, the parameters of acceptable local regulation will become clearer. We will, of course, continue to update you concerning this important issue.

Feel free to contact Attorney Kay Doyle at kdoyle@k-plaw.com or 617.556.0007 with further questions on this topic.

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July 31, 2013

Celebrating 40 Years of Public Service

Regulation of Medical Marijuana-Related Uses: Last of a Three Part Series

EVALUATING EXISTING ZONING BYLAWS/ORDINANCES FOR REGULATION OF AGRICULTURE

In concluding our update of the major issues implicated by the passage of the Humanitarian Medical Use of Marijuana Act, G.L. c.94C, App. §1-1, et seq. (the "Act"), enacted by voter referendum, and the Department of Public Health ("DPH") implementing regulations, we address questions concerning whether marijuana cultivation sites constitute "agriculture" for the purposes of the agricultural exemption in G.L. c.40A §3. We are aware that some RMDs have taken the position that marijuana cultivation sites are protected as an agricultural use under G.L. c.40A §3, whether they are solely cultivation sites or cultivation and dispensing sites. As discussed in further detail, below, the particular facts will need to be examined in each instance, and in that regard, municipalities may wish to proactively and carefully evaluate their existing zoning for agriculture-related issues.

The general rule with respect to zoning is that a municipality may regulate particular uses of property within that municipality through the adoption or amendment of a zoning bylaw or ordinance by a two-thirds vote of the legislative body. The municipality may impose reasonable restrictions on use, provided that the restrictions do not conflict with the U.S. Constitution, the Massachusetts Declaration of Rights, or federal or state statutes or regulations. The Zoning Act, G.L. c.40A §3, provides limited statutory protection from local zoning regulations on specific uses of property, including the use of property for commercial agriculture. The so-called "agricultural exemption" in G.L. c.40A, §3, limits the ability of municipalities to regulate commercial agriculture through zoning and explicitly bans special permit requirements for commercial agricultural use.

In order to qualify for the agricultural use exemption, a property owner must demonstrate that the primary use of the property is commercial agriculture and further that any other use of the property is merely accessory, incidental and minor in significance in comparison to the primary agricultural use. Additionally, the exemption provides that in areas where agriculture is not allowed as of right, agricultural activities may be limited to parcels of five acres or more, or to

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parcels two acres or more if the sale of products produced from the agricultural use on the parcel annually generates at least \$1,000 per acre based on gross sales dollars.

Thus, in order to properly plan for regulation of RMDs, municipalities may wish to review their zoning bylaw and ordinances for the purpose of assessing the impact of a claim that a RMD also engaged on site in marijuana cultivation, or a separate cultivation site, are agricultural uses protected under G.L. c. 40A, §3. For example, if there are specific areas of the community that a municipality believes would not be appropriate to locate a cultivation site or a site that combines cultivation and dispensing of marijuana, the zoning will need to be evaluated to determine whether agriculture is permitted as of right in such locations. If it would be, it may then be necessary to amend the zoning provision to impose minimum acreage requirements consistent with the provisions of G.L. c.40A, §3. Note further that imposition of minimum acreage requirements may assist in protecting abutting properties from any secondary effects associated with the RMD, including, for example, that adoption of such a restriction could drive RMDs to residential areas with larger parcels of land.

In summary, the regulation of RMDs through zoning raises many complex issues of fact and law. Any municipality seeking to regulate RMDs should undertake a careful planning process, taking into consideration both direct and indirect implications of any change in zoning for such purposes.

Feel free to contact Attorney Kay Doyle at kdoyle@k-plaw.com or 617.556.0007 with further questions on this topic.

REGISTERED MARIJUANA DISPENSARY

-Intent of zoning amendment article would be to delete in its entirety Section 173-18.4 [Temporary Moratorium on Medical Marijuana Treatment Centers] of the Northbridge Zoning Bylaw and replace thereof with the following:

§173-18.4 Registered Marijuana Dispensary

A. Establishment

- (1) ~~The Medical Marijuana Overlay District ("MMOD") is established as an overlay district. The boundaries of the MMOD are shown on map entitled "Northbridge, Mass Zoning Overlay Districts" prepared by CMRPC (Central Mass Regional Planning Commission) dated May 2014 on file with the Town Clerk.~~
- (2) ~~Within the MMOD, all requirements of the underlying district(s) remain in effect, except where these regulations provide an alternative to such requirements. Land within the MMOD may be used either for (a.) a Registered Marijuana Dispensary ("RMD"), in which case the requirements set forth in this section shall apply; or (b.) a use allowed in the underlying district, in which case the requirements of the underlying district shall apply. If the provisions of the MMOD are silent on a zoning regulation, the requirements of the underlying district shall apply. If the provisions of the MMOD conflict with the requirements of the underlying district, the requirements of the MMOD shall control.~~

Rather than an "Overlay District" --now looking at allowing use within the Industrial-Two (I-2) Zone; similar to our Adult Entertainment (Section 173-18.3) --creating an overlay may create problems in the future when/if undeveloped properties were to be rezoned from I-2.

B. Purpose

- (1) To provide for the placement of RMDs, in accordance with the Humanitarian Medical Use of Marijuana Act, G.L. c.94C, App. §1-1, et seq., in locations suitable for lawful medical marijuana facilities and to minimize adverse impacts of RMDs on adjacent properties,

residential neighborhoods, historic districts, schools, playgrounds and other locations where minors congregate by regulating the siting, design, placement, security, and removal of RMDs.

C. Definitions

- (1) Where not expressly defined in the Zoning Bylaws, terms used in the MMOD Bylaw shall be interpreted as defined in the Humanitarian Medical Use of Marijuana Act, G.L. c.94C, App. §1-1, et seq. and the Department of Public Health Regulations promulgated thereunder, 105 CMR 725.001, et seq., and otherwise by their plain language.
- a. REGISTERED MARIJUANA DISPENSARY: also known as a Medical Marijuana Treatment Center, means a not-for-profit entity registered under 105 CMR 725.100, that acquires, cultivates, possesses, processes (including development of related products such as edible marijuana-infused products ("MIPs"), tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. Unless otherwise specified, RMD refers to the site(s) of dispensing, cultivation, and preparation of marijuana.

If DPH was to, at a later date amend the Act or modify the CMR to include provisions for "recreational use" would this automatically change/broaden our local definition?

D. Location

- (1) RMDs may be permitted in the MMOD pursuant to a Special Permit.
- (2) RMDs may not be located within ~~1,000/500/300~~ feet of the following:
- a. School, including a public or private elementary, vocational, or secondary school or a public or private college, junior college, or university;
 - b. Child Care Facility;

- c. Library;
- d. Playground;
- e. Public Park;
- f. Youth center; or
- g. Church ~~Public swimming pool; Video arcade facility;~~
- h. ~~or similar facility in which minors commonly congregate.~~

How is Child Care Facility defined? –Does it include all home daycares, etc. –should it be “licensed daycare or child care facility?”

- (3) The distance under this section is measured in a straight line from the nearest point of the property line of the protected uses identified in Subsection D (2) to the nearest point of the property line of the proposed RMD
- (4) The distance requirement may be reduced by twenty-five percent or less, but only if:
- a. The applicant demonstrates that the RMD would otherwise be effectively prohibited within the municipality; (and)
 - b. The applicant demonstrates that the RMD will employ adequate security measures to prevent diversion of medical marijuana to minors who are not qualifying patients pursuant to 105 CMR 725.004.

-Model bylaw did not include any Dimensional Requirements: minimum lot size, frontage or setbacks –can we include the following in our bylaw: 40,000SF lot area minimum; 150-foot frontage and setbacks of 50’ (front); 50’ (side); & 50’ (rear) –similar to our Industrial zone with the exception of increasing side setback from 20-feet to 50-feet

E. Procedure

- (1) The Planning Board shall be the Special Permit Granting Authority (SPGA) for a RMD special permit.
- (2) In addition to the materials required under Section 173-49.1 [Site Plan Review by Planning Board] of the Zoning Bylaw, the applicant shall include:

- a. A copy of its registration as an RMD from the Massachusetts Department of Public Health ("DPH");
 - b. A detailed floor plan of the premises of the proposed RMD that identifies the square footage available and describes the functional areas of the RMD, including areas for any preparation of MIPs;
 - c. A detailed site plans that include the following information:
 - i. Compliance with the requirements for parking and loading spaces, for lot size, frontage, yards and heights and coverage of buildings, and all other provisions of this Bylaw;
 - ii. Convenience and safety of vehicular and pedestrian movement on the site and for the location of driveway openings in relation to street traffic;
 - iii. Convenience and safety of vehicular and pedestrian movement off the site, if vehicular and pedestrian traffic off-site can reasonably be expected be substantially affected by on-site changes;
 - iv. Adequacy as to the arrangement and the number of parking and loading spaces in relation to the proposed use of the premises, including designated parking for home delivery vehicle(s), as applicable;
 - v. Design and appearance of proposed buildings, structures, freestanding signs, screening and landscaping; and
 - vi. Adequacy of water supply, surface and subsurface drainage and light.
 - d. A description of the security measures, including employee security policies, approved by DPH for the RMD;
 - e. A copy of the emergency procedures approved by DPH for the RMD;
 - f. A copy of the policies and procedures for patient or personal caregiver home-delivery approved by DPH for the RMD;
 - g. A copy of the policies and procedures for the transfer, acquisition, or sale of marijuana between RMDs approved by DPH;
 - h. A copy of proposed waste disposal procedures; and
 - i. A description of any waivers from DPH regulations issued for the RMD.
- (3) The SPGA shall refer copies of the application to the Building Department, Fire Department, Police Department, Board of Health, the Conservation Commission, the Highway Department, Board of Water Commissioners, and the Planning Board. These boards/departments shall review the application and shall submit their written recommendations. Failure to make recommendations within 35 days of referral of the application shall be deemed lack of opposition.

- (4) After notice and public hearing and consideration of application materials, consultant reviews, public comments, and the recommendations of other town boards and departments, the SPGA may act upon such a permit.

-What about Admin fees; can we add provisions for administrative fees –our current admin fee for special permits is \$250.00

-What about Peer Review fees & MGL Ch 44 SEC 53G; can the Planning Board as the SPGA utilized potential 53FG funds? (In reference to AG letter dated 12/17/2013 re: Solar bylaw (case # 6995) –if not does it make since to have the ZBA the SPGA?

F. Special Permit Conditions on RMDs

- (1) The SPGA shall impose conditions reasonably appropriate to improve site design, traffic flow, public safety, protect water quality, air quality, and significant environmental resources, preserve the character of the surrounding area and otherwise serve the purpose of this section. In addition to any specific conditions applicable to the applicant's RMD, the SPGA shall include the following conditions in any special permit granted under this Bylaw:

- a. Hours of Operation, including dispatch of home deliveries.
- b. The permit holder shall file a copy of any Incident Report required under 105 CMR 725.110(F) with the Zoning Enforcement Officer and the SPGA within 24 hours of creation by the RMD. Such reports may be redacted as necessary to comply with any applicable state or federal laws and regulations.

-Can we include local Law Enforcement and Board of Health as well to subsection F (1) b?

- c. The permit holder shall file a copy of any summary cease and desist order, ~~cease-and-desist order~~, quarantine order, summary suspension order, order limiting sales, notice of a hearing, or final action issued by DPH or the Division of Administrative Law Appeals, as applicable, regarding the RMD with the Zoning Enforcement Officer and SPGA within 48 hours of receipt by the RMD.

-Looking for additional information as to why this is included in the bylaw?

- d. The permit holder shall provide to the Zoning Enforcement Officer and Chief of the Police Department, the name, telephone number and electronic mail address of a contact person in the event that such person needs to be contacted after regular business hours to address an urgent issue. Such contact information shall be kept updated by the permit holder.

- e. The special permit shall lapse within three/five years of its issuance. If the permit holder wishes to renew the special permit, an application to renew the special permit must be submitted at least 120 days prior to the expiration of the special permit.
- f. The special permit shall be limited to the current applicant and shall lapse if the permit holder ceases operating the RMD.
- g. The special permit shall lapse upon the expiration or termination of the applicant's registration by DPH.
- h. The permit holder shall notify the Zoning Enforcement Officer and SPGA in writing within 48 hours of the cessation of operation of the RMD or the expiration or termination of the permit holder's registration with DPH.

G. Exemption from RMD Special Permit Requirement:

- (1) RMDs that demonstrate that they are protected pursuant to the agricultural exemption under G.L. c.40A §3 are not required to obtain a special permit, but shall apply for Site Plan Approval pursuant to Section 173-49.1 of the Zoning Bylaw.

H. Prohibition Against Nuisances:

- (1) No use shall be allowed in the MMOD which creates a nuisance to abutters or to the surrounding area, or which creates any hazard, including but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area.

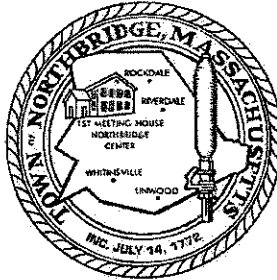
I. Severability

- (1) The provisions of this Bylaw are severable. If any provision, paragraph, sentence, or clause of this Bylaw or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Bylaw.

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FEB 19 2014

Northbridge Town Manager



11 FEB 2014

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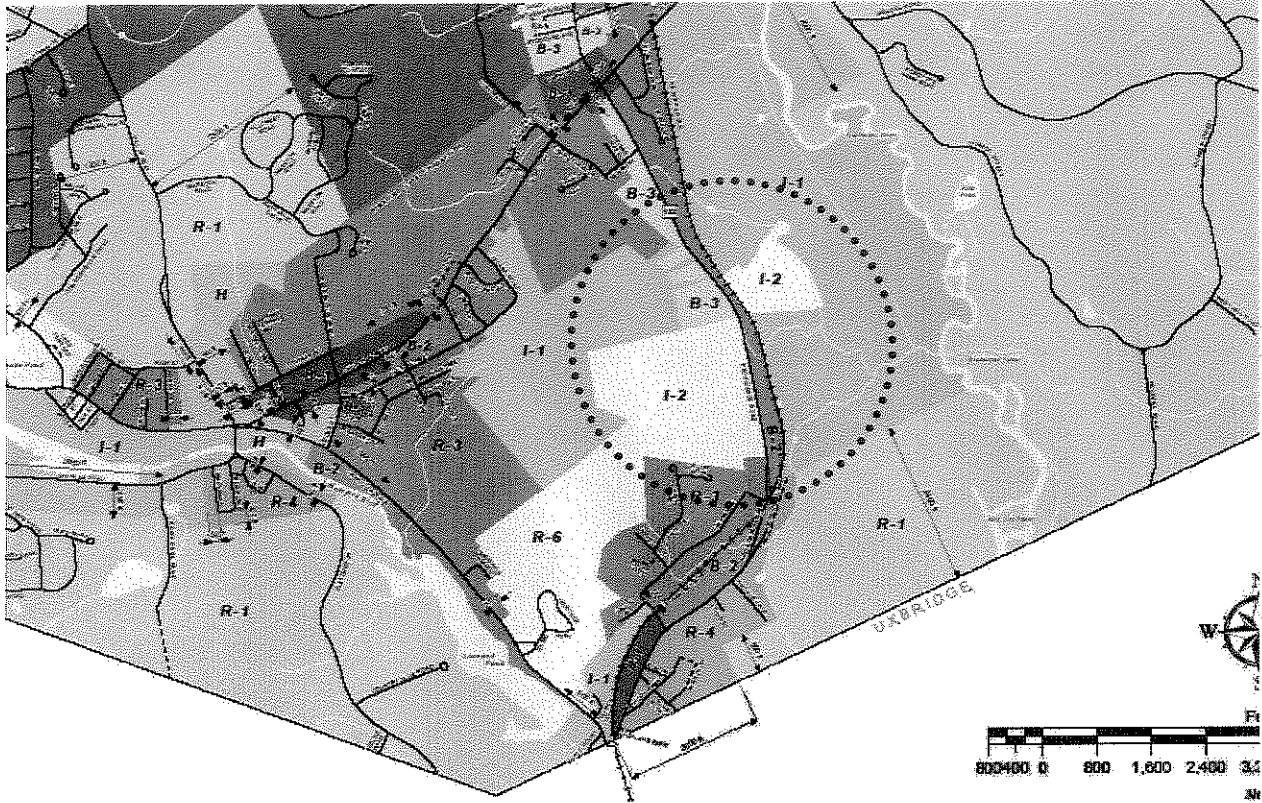
NORTHBRIDGE PLANNING BOARD
-PUBLIC HEARING NOTICE-

In accordance with MGL CH 40A SEC 5, the Northbridge Planning Board will hold a public hearing on **Tuesday, March 11, 2014 at 7:35 PM** in the Board of Selectmen Room, Northbridge Memorial Town Hall, 7 Main Street, Whitinsville, MA to AMEND the Northbridge Zoning Bylaws by (1) deleting in its entirety §173-18.4 [Temporary Moratorium on Medical Marijuana Treatment Centers] and replacing therewith §173-18.4 [Registered Marijuana Dispensary] and (2) adding Registered Marijuana Dispensary to §173-12 [Table of Use Regulations] to be permitted by Special Permit (Planning Board) within the Industrial-Two (I-2) Zoning District.

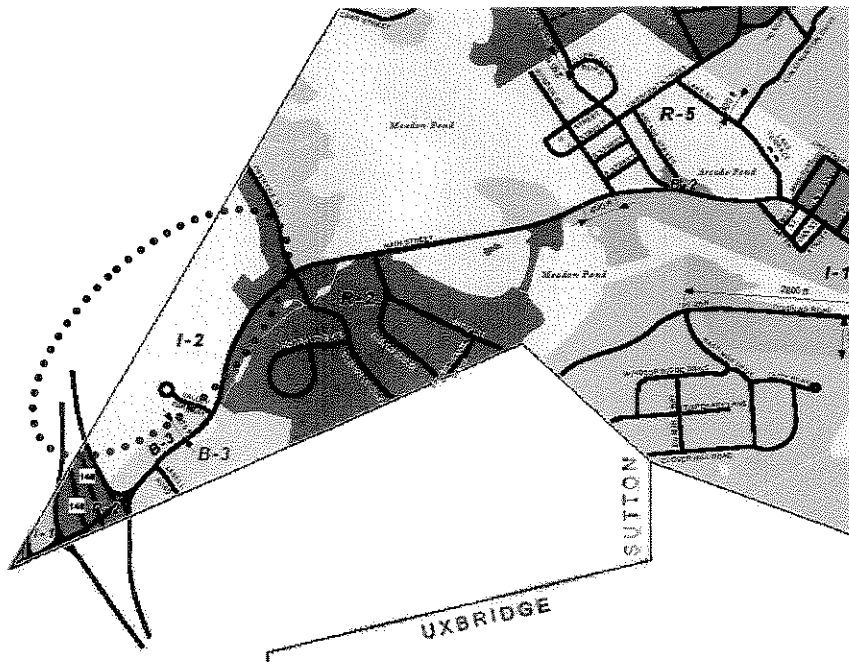
A copy of the proposed zoning amendment article is on file at the Office of the Town Clerk (7 Main Street –Town Hall) and with the Community Planning & Development office (14 Hill Street –Town Hall Annex) and may be reviewed during normal office hours. The purpose of this hearing is to provide an opportunity for public comment; anyone wishing to be heard should attend said hearing at the time and place designated.

Brett Simas, Chairman
Northbridge Planning Board

Cc: Town Clerk
Town Manager/BOS
FinCom
BLDG DEPT
DHCD / CMRPC
Town of Grafton Planning Board
Town of Uxbridge Planning Board
Town of Mendon Planning Board
Town of Sutton Planning Board
Town of Upton Planning Board
Mrs. Nicoletta Watson
Mr. Daniel J. Puccio
/File



Town of Northbridge Zoning Map July 2012 –Industrial Two Zoning District (shown as I-2) includes property along RT 122/Providence Road and sites adjacent to RT 146 off Valley Parkway



Registered Marijuana Dispensary (RMD) – proposed to be allowed by Special Permit (Planning Board) within the Industrial –Two Zoning District (I-2) –see zoning map inserts above & to left; Subject to zoning provisions §173-18.4 (proposed)

TOWN MANAGER'S REPORT – March 3, 2014

1) **Bid Conference for Sutton Street Project:** Mentioned that the State held a contractor's bid conference for a work schedule to be done on the Sutton Street project. The utilities are the first items to be handled, including removal of trees, water & sewer, and telephone poles. Work will begin as soon as the weather permits.

2) **Open Space & Recreation Plan Update Committee/Public Workshop @ 6 P.M., Tuesday, April 8, 2014 at Town Hall:** All residents are encouraged to attend.

3) **Installation of caution signs for potholes:** – The DPW has put up caution signs on Hill Street to alert drivers of the potholes.

4) **Tax Title Property Auction:** - Announced that tax title properties are being auctioned by the Treasurer/Collector's office on the proposed date - Friday, March 14, 2014 at Noontime. Properties being auctioned: 1) 2094 Quaker Street, Northbridge, 2) 84 Border Street, Whitinsville, and 3) C Street, Whitinsville.