

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
NORTHBRIDGE TOWN HALL
7 MAIN STREET - WHITINSVILLE, MA 01588
March 25, 2013 AT 7:00 P.M.**

PLEDGE OF ALLEGIANCE

Proclamation: Michael DeLuca

I. APPROVAL OF MINUTES

A. 1) February 25, 2013

II. PUBLIC HEARINGS

III. APPOINTMENTS/RESIGNATIONS:

By the Town Manager:

B. Rochelle Thomson, Inspector of Animals/Vote to nominate: *Note: Appointment is subject to certification by the State*

IV. CITIZENS' COMMENTS/INPUT

V. DECISIONS

C. Alternatives 28th Annual Valley Friendship Tour, Saturday, June 1, 2013/1) Request permission to hang a banner across Church Street from May 19th through June 2nd to advertise their 28th Annual Valley Friendship Tour. 2) Request permission to close Douglas Road at the start of each race beginning at 8:00 A.M., 9:00 A.M., 10:00 A.M. and 11:00 A.M.

D. St. Patrick's Church/Request permission to hang a banner over Church Street from September 8, 2013 to September 22, 2013 to advertise their Annual Fall Festival on Saturday, September 21, 2013.

E. ASJ28 Inc. d/b/a Hong Kong Café [John NG]/Application for Common Victualler's License

F. John Guenette d/b/a Prime Time Limo/Application for a Livery License at 24 Linkside Court, Northbridge, MA

G. Gilmore Drive Inter-Municipal Agreement (Northbridge/Sutton)/Vote to approve

H. Street Acceptances: 1) Vote to lay out the alteration and extension of Ash Street as a public way; 2) Vote to lay out a portion of Gilmore Drive

I. Spring Annual Town Meeting [May 7, 2013]/Vote position on Article 23 -Temporary Moratorium-Medical Marijuana Treatment Centers

J. Open Space & Recreation Plan Committee/Vote to establish adhoc committee

K. Sutton Street Reconstruction Project/Order of Taking

VI. DISCUSSIONS

L. State Reclamation and Mosquito Control Board/District Budget Request

M. Blackstone Valley Vocational Technical School/ New Capital Project Proposal

N. DPW Facility/Present: James Shuris, DPW Director

O. Road Repair & Maintenance Program Update/Present: James Shuris, DPW Director

VII. TOWN MANAGER'S REPORT

P. 1) Legislative Breakfast

2) Regional Stormwater Meeting

3) Solar Committee Update

4) Ross Rajotte Bridge Update

5) Treasurer's Office Transaction Fee Update

VIII. SELECTMEN'S CONCERNS

IX. ITEMS FOR FUTURE AGENDA

THIS AGENDA IS SUBJECT TO CHANGE

X. CORRESPONDENCE

XI. EXECUTIVE SESSION

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

**Board of Selectmen's Meeting
February 25, 2013**

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. Melia, Ampagoomian, Marzec and Athanas. **Also Present:** Theodore D. Kozak, Town Manager.

The Pledge of Allegiance was recited by those present.

Approval of Minutes. February 11, 2013 [Executive Session] – A motion/Mr. Ampagoomian, seconded/Mr. Melia to approve but not release the February 11, 2013 Executive Session minutes as presented with the readings omitted. Vote yes/Messrs. Ampagoomian, Melia, Marzec and Nolan. Abstain/Mr. Athanas. **February 19, 2013** – A motion/Mr. Melia, seconded/Mr. Ampagoomian to approve the February 19, 2013 minutes as presented with the readings omitted. Vote yes/Messrs. Ampagoomian, Melia, Nolan and Athanas. Abstain/Mr. Marzec. **February 19, 2013 [Executive Session]** – A motion/Mr. Ampagoomian, seconded/Mr. Melia to approve but not release the February 19, 2013 Executive Session minutes as presented with the readings omitted. Vote yes/Messrs. Ampagoomian, Melia, Nolan and Athanas. Abstain/Mr. Marzec.

Appointments/By the Town Manager. Jennifer DeLuca, Assistant Senior Center Director.
Present: Kelly Bol, Director of Council on Aging, Theodore Haringa, Chairman of the Council on Aging, and Jennifer DeLuca. Town Manager Kozak announced that Jennifer DeLuca applied for the Assistant Senior Center Director position along with 16 other applicants. Ms. Bol, Senior Center Director mentioned that Jennifer comes with a lot of experience and will be a great asset to their team. Ms. DeLuca mentioned that she is very excited to have been chosen for the position and can't wait to start. The Board of Selectmen congratulated Ms. DeLuca and welcomed her aboard. A motion/Mr. Ampagoomian, seconded/Mr. Melia to affirm the appointment of Jennifer DeLuca as the Assistant Senior Center Director. Vote yes/Unanimous. **By the Board of Selectmen. Disability Commission/James Mahoney. Postponed until next meeting.**

Citizens' Comments/Input. Rep. George Peterson – FY 2014 Governor's Budget/Update on Local Aid. Representative Peterson came before the Northbridge Board of Selectmen on Monday with words of caution. He provided the Selectmen with a spreadsheet of Gov. Deval Patrick's budget proposal, which provides a small increase in state aid to Northbridge and is predicated on \$2 billion in new tax revenue. Representative Peterson said "at least in discussion with my associates in Boston and the Ways and Means Committee, is there's not a strong appetite to raise revenue to that point". He explained that Governor Patrick has proposed several ways to increase revenue, including raising the state income tax, an additional tax on cigarettes and a mileage tax. The governor's budget is just a proposal. It goes before the Senate and House of Representatives, and the Ways and Means Committee will have a counter budget proposal based on feedback from legislators by April 10. There will be a meeting of the House Ways and Means Committee within the next two weeks. After that meeting, Peterson said he'd have a better sense of final state aid figures. "But I don't think there will be a very sizable tax increase; these numbers are very suspect at this point," he said of the governor's budget. Local state aid isn't the only budget issue, however, Peterson said he's concerned about special education circuit breaker and school transportation costs. "We have to make sure those line items are funded appropriately". Town Manager Kozak said state aid is important to the town and, even with a \$129,000 increase in fiscal year 2012, and a \$90,000 increase proposed for fiscal year 2013, state aid funding is still less than it was in the fiscal year 2011. Representative Peterson said he expects the budget to be debated the third or fourth week in April. "I'm hoping for an early resolution for local aid so we can say this is the floor so you could go to town meeting with some expectation."

Spring Annual Town Meeting [May 7, 2013]/Vote to place articles on the warrant. Town Manager Kozak provided a brief explanation of each article. A motion/Mr. Ampagoomian, seconded/Mr. Athanas to place the articles on the warrant. Vote yes/Unanimous.

Sutton Street Reconstruction Project. Town Manager Kozak mentioned that at the last Fall Annual Town Meeting there were funds appropriated for the order of takings of properties for Sutton Street. Mr. Shuris noted that out of the 86 easements, he has received 53 responses. A motion/Mr. Ampagoomian, seconded/Mr. Athanas to approve the order of takings of properties for the Sutton Street Reconstruction Project. Vote yes/Unanimous.

Building, Planning & Construction Committee/Department of Public Works Facility Debt Exclusion Question. Present: Thomas Pilibosian, Chairman of the Building, Planning & Construction Committee. The Northbridge Board of Selectmen approved an annual town meeting warrant Monday, but it will not include an \$8 million Department of Public Works proposal. The Building, Planning and Construction Committee had hoped selectmen would give voters the opportunity to vote on the DPW proposal, which was the result of a feasibility study funded by voters last year. DPW Director James Shuris suggested a revitalization of the facility on Fletcher Street. But a study was required because much of the property is on the flood plain of the Mumford River. The study conducted by HKT Architects showed the DPW could remain on Fletcher Street at a cost of about \$8 million. Selectmen suggested the committee find a less expensive option. Thomas Pilibosian, Chairman of the BPCC mentioned that his committee felt a responsibility to put this before the voters and let them know what it will cost, either way. Selectman Ampagoomian feels the Board should go forward. We as a board gave the BPCC a task to do. I don't think this project should die. It should go to the voters. We are spending their money; let them make the final decision. If they vote it down; it's done; it's over with. Selectman Athanas said he remains opposed to the project. He feels in today's environment, today's economy, it's not prudent to spend \$8 million. Chairman Nolan said this is a problem that isn't going away in this town. We still need to address this. I agree this should go to the people to decide; they did approve the money to study it. Selectman Marzec said constituents agree, something has to be done, but \$8 million is too much. He noted that he can't support moving forward at this time. A motion/Mr. Ampagoomian, seconded/Mr. Nolan to place the DPW proposal on the warrant. Roll Call Vote: Mr. Athanas/ No, Mr. Marzec, No, Mr. Ampagoomian/Yes, Mr. Nolan/Yes and Mr. Melia/No.

Intermunicipal Agreement for the Maintenance of Gilmore Drive. Town Manager Kozak mentioned that Gilmore Drive is mostly located in Sutton that ends in Northbridge. The Sutton Planning Board has been in touch with the Northbridge Planning Board to sign an Intermunicipal Agreement for the Maintenance of Gilmore Drive. The Town of Sutton would like the Town of Northbridge to accept the portion of Gilmore Drive as a public way. A motion/Mr. Ampagoomian, seconded/Mr. Marzec to move Discussion Item G to Decisions. Roll Call Vote: Mr. Athanas/Yes, Mr. Marzec/Yes, Mr. Nolan/Yes, Mr. Ampagoomian/Yes and Mr. Melia/Yes. A motion/Mr. Ampagoomian, seconded/Mr. Athanas to have Town Counsel represent the Town of Northbridge in this Intermunicipal Agreement for the Maintenance of Gilmore Drive. Vote yes/Unanimous.

School Committee Warrant Articles. Present: Nancy Spitulnik, Superintendent of Schools and Melissa Walker, Business Manager. Ms. Spitulnik mentioned that the School Committee has two capital project articles and would like some feedback on the best way to approach these warrant articles in terms of writing them up and moving forward on them as they are important to the school. Ms. Spitulnik mentioned that after the recent Newtown Connecticut shooting the school decided to see if they could install safety and security items for the Northbridge Elementary School, W. E. Balmer School, Northbridge Middle School, and Northbridge High School, such as: including door hardware, key card

security locks, security cameras, and security window film. The total cost to purchase these items is \$250,000. Ms. Walker mentioned that the second article is to purchase a replacement Ford F550 DRW Cab/Chassis and will be used for multiple projects for the school, not just plowing. The approximate cost off the state bid list (2012) is \$69,710. Town Manager Kozak suggested that the Board of Selectmen support a capital exclusion question for these articles. The Board of Selectmen were all in favor of supporting the two warrant articles for the school.

Town Manager's Report/1) Town Hall Update: 1) Campbell Construction has begun the renovation of the Town Hall windows and as you may have noticed the windows in the Great Hall have been removed and plywood has been installed. Work is going as planned. 2) **5-Year Capital Improvement Plan:** I have enclosed the 5-year capital improvement plan submitted to me by various departments for your review. 3) **Grant Awards:** The Central Mass. Planning Commission announced the award of two regional grants in which the Town of Northbridge is participating: 1) Stormwater Management \$115,000 (30 towns); 2) Electronic Permitting \$112,000 (9 towns).

Selectmen's Concerns. **Selectman Athanas 1)** Informed the DPW Director James Shuris that he received some phone calls about what a good job the Highway Department did on clearing the snow off the streets. 2) Asked Town Manager Kozak to follow-up on the status of the Mill House Wine & Spirits. **Selectman Marzec 1)** Announced that on Saturday, March 2, 2013 at the Mumford Knights of Columbus there will be a breakfast for the Mass. Down Syndrome Congress and Criterion Early Learning Center. 2) Asked Town Manager Kozak if the breakfast at the Mumford Knights of Columbus could be placed on cable. 3) Progress/Status of the Ross Rajotte Bridge. 4) Asked for an update/status of the DPW Snow and Ice Budget. 5) Asked for the status of natural gas on Swift Road.

Executive Session. A motion/Mr. Nolan, seconded/Mr. Marzec to go into Executive Session under M.G.L. Chapter 30A, S. 21#3 - To discuss the strategy with respect to collective bargaining --and to reconvene in open session. Chairman Nolan then declared that an open meeting may have a detrimental effect on the bargaining position of the body. Roll Call Vote: Mr. Melia/Yes, Mr. Ampagoomian/Yes; Mr. Marzec/Yes, Mr. Athanas/Yes and Mr. Nolan/Yes.

Meeting Adjourned: 8:12 P.M.

Respectfully submitted,

James Athanas, Clerk

/dmg

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING – OPEN SESSION

February 25, 2013

I. APPROVAL OF MINUTES

- A. 1) Copy of February 11, 2013 Executive Session minutes. [Removed from backup documentation as they have not been released by Board of Selectmen]
2) Copy of February 19, 2013 minutes. 3) Copy of February 19, 2013 Executive Session minutes. [Removed from backup documentation as they have not been released by Board of Selectmen]

II. PUBLIC HEARING:

None

III. APPOINTMENTS/By the Town Manager:

- B. 1) Copy of Jennifer DeLuca's Appointment Letter and Resume.
By the Board of Selectmen:
2) Copy of James Mahoney's Talent Bank Application – Postponed till the next Board of Selectmen's Meeting [March 11, 2012].

IV. CITIZENS' COMMENTS/INPUT

C. None

V. DECISIONS

- D. Spring Annual Town Meeting – Copy of warrant articles.
E. Sutton Street Reconstruction Project – Copy of Order of Taking.
F. Building, Planning & Construction Committee/Department of Public Works Facility Debt Exclusion Question – No documentation.

VI. DISCUSSIONS

- G. Intermunicipal Agreement for the Maintenance of Gilmore Drive – Copy of letter and agreement from Kopelman & Paige.
H. School Committee Warrant Articles – No documentation.

VII. TOWN MANAGER'S REPORT

- I. 1) Town Hall Update – No documentation
2) 5-Year Capital Improvement Plan – Copy of 5-Year Capital Improvement Plan.
3) Community Innovation Challenge Grant Awards – a) Copy of email from Adam Gaudette.
b) Copy of email from Vera Koliass. c) Copy of article from Patrick-Murray Administration announcing \$2.25 million in Community Innovation Challenge Grants for Municipalities, Regional School Districts and Planning Agencies across Massachusetts.

VIII. SELECTMEN'S CONCERNS - No documentation

IX. ITEMS FOR FUTURE AGENDA- No documentation

X. CORRESPONDENCE- No documentation

XI. EXECUTIVE SESSION-None

3.



The Commonwealth of Massachusetts
Department of Agricultural Resources
Division of Animal Health
251 Causeway Street, Suite 500
Boston, MA 02114-2151

Nomination of Inspector of Animals

In accordance with the Massachusetts General Laws Chapter 129, sections 15 and 16, nominating authorities of each city and town are required to nominate one or more inspectors of animals by April 1, 2013. Please complete or make necessary changes and return this form to the above address. The Director will review your nomination and, assuming appointment is confirmed, will return to you a Certificate of Appointment. Please submit one form for each person nominated. Any city or town not in compliance is subject to a penalty of \$500.

City or Town of Northbridge 3/5/2013

To the Director, Division of Animal Health, Department of Agricultural Resources

In accordance with the provisions of section 15 of Chapter 129, General Laws, as amended, the following nomination of inspector of animals for the year ending April 30, 2014 is sent for your approval:

Inspector of Animals
Name: Katherine Hawkins
Mail Address: 7 Main St - Northbridge Board of Health
Whitinsville, MA - 01588
Phone: (508) 234-3272 Fax:(508) 234-0821
Email: jgniadek@northbridgemass.org

Inspector: (Note all changes here)
Name: Rochelle Thomson
Mail:

Phone: Fax:
Email:

Nominating Authority
Contact: Theodore O. Kozak
Office: Town Manager's Office
Mail: 7 Main St.
Whitinsville, MA - 01588
P: (508) 234-2095 F: (508) 234-7640
Email: tkozak@northbridgemass.org

Nominating Authority: (Note all changes here)
Contact:
Office:
Mail:

Phone: Fax:
Email:

Acceptance of Nomination of Inspector of Animals (must be notarized)

I hereby accept my nomination as Inspector of Animals for the City or Town of Northbridge, and if and when I am appointed, I solemnly swear to faithfully perform the duties of that office, all of which are listed in General Laws Chapter 129, and Massachusetts Regulations 330 CMR 10.00-10.10 (rabies regulations).

Name (print) Signed

COMMONWEALTH OF MASSACHUSETTS

Worcester,ss Date:

Then personally appeared the above-named and acknowledged the foregoing instrument to be his or her free act and deed, before me.

Notary Public

My commission Expires:

Appointment of Inspector of Animals (Division of Animal Health use only)

Notice is hereby given that I, Michael Cahill acting under authority of sections 15 and 16 of Chapter 129 of the General Laws, as amended, hereby approve the nomination of as Inspector of Animals for the City or Town of Northbridge, Massachusetts.

Date Approved:

Director, Division of Animal Health



TOWN OF NORTHBRIDGE
BOARD OF HEALTH

Aldrich School Town Hall Annex - 14 Hill Street
Whitinsville, MA 01588
Phone# (508) 234-3272 Fax# (508) 234-0821

RECEIVED
MAR 20 2013
Northbridge Town Manager

MEMORANDUM

March 20, 2013

To: Theodore Kozak, Town Manager

From: Paul R. McKeon, Chairman, Board of Health

Subject: Appointment of Inspector of Animals

Please be advised that the Northbridge Board of Health, at a meeting held Tuesday, March 19, 2013, voted to support the appointment of **Ms. Rochelle Thomson** to the position of Inspector of Animals for the Town of Northbridge.

Attached please find Ms. Thomson's resume and letter expressing interest in the position. As you can see, she has extensive experience in this field. We look forward to working with her.

If you should have any questions regarding our recommendation to you as the appointing authority for this position, please do not hesitate to contact me.

/jmg

Rochelle Carol Thomson
239 North Main Street
Uxbridge, MA 01569
milfordaco@yahoo.com
(508) 494-6127

RECEIVED

MAR 11 2013

NORTHBRIDGE
BOARD OF HEALTH

Northbridge Health Department
Jeanne Gnaidek
Aldrich School Town Hall Annex
14 Hill Street
Whitinsville, MA 01588

March 6, 2013

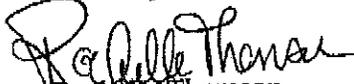
Dear Northbridge Board of Health,

I am submitting a resume for the advertised Municipal Animal Inspector position in your town. I am knowledgeable and experienced with the care, husbandry, and handling of domestic, livestock, and wild animals. I have extensive knowledge and experience with the rabies virus, the state guidelines that pertain to handling exposures, and with the protocol for issuance of quarantines.

Currently, I am employed full-time in the Town of Milford; however, I would be able to perform the duties of issuing/follow-up of quarantines and handling of any inspections during evening and weekends hours. These hours are when I am not on duty in Milford and would prevent a conflict of interest between towns.

Thank you for considering me for the position. Please contact me at anytime, if you would like to schedule a meeting or an interview.

Sincerely,


Rochelle Thomson

Rochelle Carol Thomson
239 North Main Street
Uxbridge, MA 01569
milfordaco@yahoo.com / 508-494-6127

◆ **Profile**

- * Over twenty years of animal experience
- * Experienced Animal Control Officer, State Animal Inspector, Veterinary, and Food Laboratory Technician
- * Experienced in working with small domestic, livestock, exotic, and wild animals
- * In-depth knowledge and experience with a numerous array of zoonotic, parasitic, bacterial, and viral diseases and infections
- * Office, book keeping, computer, and financial service experience
- * Supervisory experience
- * Rabies vaccinated

◆ **Employment History**

April 1995 To Present	<u>Town of Milford, Milford, MA</u> Position Title: <i>Animal Control Officer</i>
May 2007 To Present	<u>Town of Milford, Milford, MA</u> Position Title: <i>State Animal Inspector</i>
December 2004 Until February 2007	<u>Primerica Financial Services Inc., Oxford, MA (a division of Citi-Bank)</u> Position Title: <i>Representative - Life Insurance, Securities, and Mortgage Agent</i>
February 1998 Until June 2004	<u>Ken's Foods Inc., Marlborough, MA</u> Department of Quality Control Position Title(s): <i>Microbiologist/ Consumer Services/ Raw Material Analyst</i>
March 2002 Until June 2004	<u>Town of Hopedale, Hopedale, MA</u> Position Title: <i>Part-Time Animal Control Officer</i>
June 1996 Until January 1998	<u>Natick Animal Clinic, Natick, MA</u> Position Title: <i>Veterinary Technician</i>

◆ **Volunteer**

Baypath Humane Society	Hopkinton, MA	1995-1996
Sterling Animal Shelter	Sterling, MA	1996
Ken's Foods Inc. Plant/Employee Safety & Health Committee	Marlborough, MA	2000-2004

◆ Education/Certification

2012-Present Ashworth College, Norcross, GA, Pursuing a BA in General Studies with intent to acquire an MS in Health Administration/Management

2012-Present Straighter line, Online College Courses, Baltimore, MD

A.S. Veterinary Technology, Becker College, Leicester, MA 1996
Diploma Animal Science, Norfolk County Agricultural High School, Walpole, MA 1994

License Massachusetts Life/Health Insurance Agent, 2004-2007
License NASD Securities, Series 6 & 63, 2005-2007

Certification Nationally Certified Veterinary Technician (CVT), 1996-2000
*Expected Certification June of 2013, Massachusetts Animal Control Officers Academy (ACOAM)

Certificate Emergency Management (FEMA) and (MEMA) Animals in Disasters Seminars
FRMA : IS- 000700, IS-000100, IS-00010a, IS-00011a, IS-00005a, IS-0007, IS-00015b, and IS-000552
Certificate Local Public Health Institute of Massachusetts, Orientation to Local Public Health in Massachusetts, 2012
Certificate Accounting & Book Keeping, Assabet Continuing Education, Marlborough, MA, 1998
Certificate Consumer Service Professional Corporate Seminar, American Management Association, 1999
Certificate Principles in Food Microbiology, Siliker Laboratories, White Plains, NY, 2000
Certificate Food Microbiology Laboratory Course, Siliker Laboratories, Holland, IL, 2001
Certificate HHP's Pet Food Nutritional Consultant, 1996

References Available Upon Request



Community Life For People With Disabilities

Real Homes | Real Jobs | Real Relationships

RECEIVED

MAR 13 2013

Northbridge Town Manager

3/25/13 agenda C.

March 13, 2013

Board of Selectmen
Town of Northbridge
7 Main Street
Whitinsville, MA 01588

Dear Selectmen,

On Saturday, June 1st, Alternatives will hold its 28th Annual Valley Friendship Tour fundraiser. I am writing to request your permission to have a banner advertising the event suspended over Church Street from May 19th through June 2nd.

Content of the banner is:

Alternatives' 28th Annual Valley Friendship Tour
June 1st, 2013
(508) 234-6232
www.alternativesnet.org

Thank you in advance for your consideration. Please feel free to contact me directly at (508) 266-6502 should you have any questions.

Sincerely

Tom Saupe
Director of Community Outreach



Community Life For People With Disabilities

Real Homes | Real Jobs | Real Relationships

March 13, 2013

RECEIVED

MAR 17 2013

Northbridge Town Manager

Theodore D. Kozak, Town Manager
Northbridge Town Hall
7 Main Street
Whitinsville, MA 01588

Dear Mr. Kozak,

This letter is to request your permission for Alternatives to hold its 28th Annual Valley Friendship Tour on Saturday, June 1st. We plan to begin and end all routes at Alternatives' Whitin Mill.

The tour includes: both a 50/25 mile bike ride beginning at 8:00/9:00 AM respectively; both a 10K/5K walk/jog beginning at 9:00/10:00 AM respectively; and the Golden Mile walk beginning at 11:00 AM. Walkers and bikers should be finished with the tour by noon.

I will forward a route map as soon as it is finalized. The yellow directional signs to mark the route would be put up throughout Northbridge on Friday, May 31st, and taken down on Monday, June 3rd.

Thank you in advance for your cooperation and support. We hope you will join us! If you have any questions or concerns, please do not hesitate to call.

Sincerely,

Tom Saupe

Director of Community Outreach

cc: Chief Walter J. Warchol; James Shuris, DPW
enclosures

DPW's
Response

Donna Gosselin

From: James Shuris [jshuris@northbridgemass.org]
Sent: Tuesday, March 19, 2013 2:36 PM
To: dgosselin@northbridgemass.org; wwarchol@northbridgemass.org
Subject: RE: Emailing: Alternatives.pdf

Donna:

Sounds like a great event. DPW's only request is to have all public areas cleaned of signs/debris at the end of the event.

Jim Shuris

-----Original Message-----

From: Donna Gosselin [mailto:dgosselin@northbridgemass.org]
Sent: Monday, March 18, 2013 2:10 PM
To: James Shuris; wwarchol@northbridgemass.org
Subject: Emailing: Alternatives.pdf

Good afternoon Gentlemen: Please provide your thoughts and comments, if any, before Wednesday, March 20, 2013. Thanks Donna

The message is ready to be sent with the following file or link attachments:

Alternatives.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Donna Gosselin

From: Walter Warchol [wwarchol@northbridgemass.org]
Sent: Monday, March 18, 2013 3:54 PM
To: dgosselin@northbridgemass.org
Subject: RE: Emailing: Alternatives.pdf

This has been an annual event for numerous years. They have always consulted with the Northbridge Police Department and always abide by the recommendations of the police department. I have no objections.

Chief

-----Original Message-----

From: Donna Gosselin [mailto:dgosselin@northbridgemass.org]
Sent: Monday, March 18, 2013 2:10 PM
To: James Shuris; wwarchol@northbridgemass.org
Subject: Emailing: Alternatives.pdf

Good afternoon Gentlemen: Please provide your thoughts and comments, if any, before Wednesday, March 20, 2013. Thanks Donna

The message is ready to be sent with the following file or link attachments:

Alternatives.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Agenda - 3/25/13
D.

St. Patrick's Parish

7 East Street • P.O. Box 60
Whitinsville, Massachusetts 01588-0060
Telephone: (508) 234-5656
Fax: (508) 234-6845
www.mystpatrick.com

March 14, 2013

Office of the Town Manager
Northbridge Town Hall
7 Main Street
Whitinsville, Massachusetts 01588

RECEIVED
MAR 18 2013
Northbridge Town Manager

Mr. Theodore Kozak,
Town Manager

Dear Mr. Kozak,

St. Patrick's Parish will be celebrating its Annual Fall Festival on September 21, 2013 and the committee requests permission from the Board of Selectmen to hang our banner across Church Street from September 7th to September 22nd.

Thank you in advance for your attention to this request.

Respectfully,



Fr. Michael Broderick

Fr. Michael Broderick
Pastor

*I am the Way, the Truth and the Life, says the Lord.
John 14*

E.
Phone: 617-291-126

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF NORTHBRIDGE

APPLICATION FOR LICENSE

(GENERAL)

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):

ASJ 28 Inc d/b/a Hong Kong Cafe

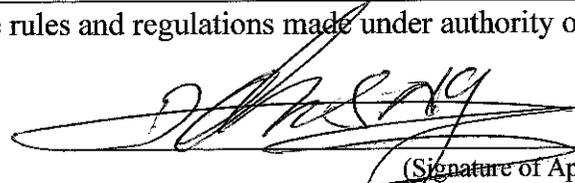
STATE CLEARLY PURPOSE FOR WHICH LICENSE IS REQUESTED: [Common Victualler]

TO: Hong Kong Cafe

GIVE LOCATION BY STREET AND NUMBER:

AT: 2228 - 2236 Providence Rd. unit #2

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


(Signature of Applicant)

Print Name: John S. NG

Address: P.O. Box 35891

City: Brighton

State, Zip: MA, 02135

Received: 2/28/13 @ 3:30 P.M.
(Date) (Time)

Date License Granted



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 600 Washington Street
 Boston, MA 02111
 www.mass.gov/dia

FORM MUST BE FILLED
 OUT COMPLETELY

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: ASS 28 Inc d/b/a Hong Kong Cafe

Address: 310 Main St

City/State/Zip: Fitchburg, MA 01420 Phone #: (979) 345-6388

Are you an employer? Check the appropriate box:

- 1. I am an employer with _____ employees (full and/or part-time).*
- 2. I am a sole proprietor or partnership and have no employees working for me in any capacity.
[No workers' comp. insurance required]
- 3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
- 4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

- 5. Retail
- 6. Restaurant/Bar/Eating Establishment
- 7. Office and/or Sales (incl. real estate, auto, etc.)
- 8. Non-profit
- 9. Entertainment
- 10. Manufacturing
- 11. Health Care
- 12. Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Travelers Insurance

Insurer's Address: 1148 Washington St. Suite 1

City/State/Zip: Boston, MA 02118

Policy # or Self-ins. Lic. # _____ Expiration Date: 2-28-14

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature]

Date: 2/28/13

Phone #: 617-291-1263

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: Northbridge Permit/License # _____

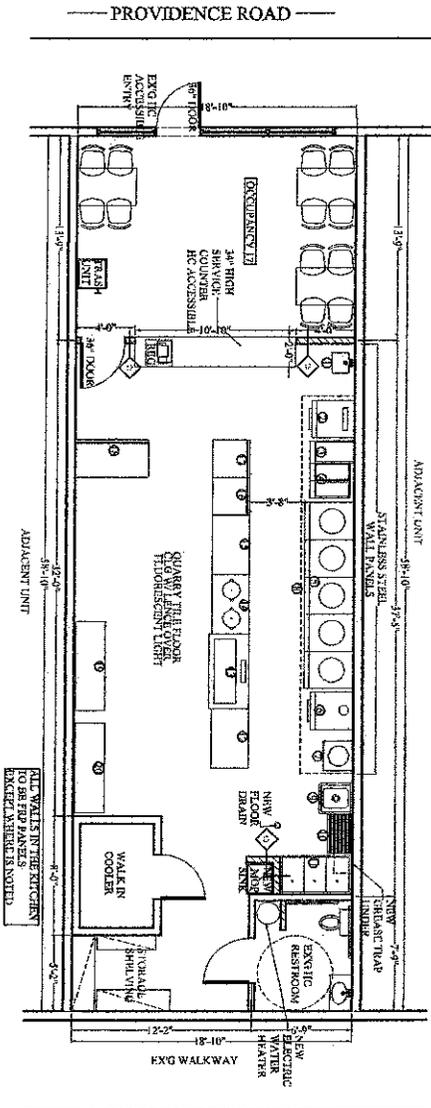
Issuing Authority (circle one):

- 1. Board of Health
- 2. Building Department
- 3. City/Town Clerk
- 4. Licensing Board
- 5. Selectmen's Office
- 6. Other _____

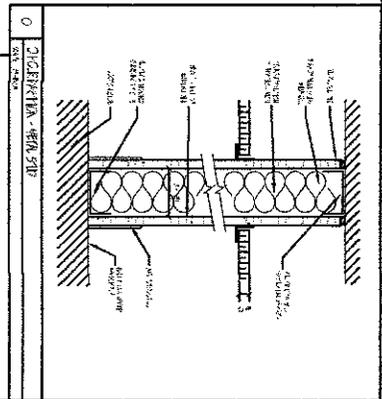
Contact Person: Donna M. Gosselin Phone #: 508-234-2095

FAMILY WOK 2228-2236 PROVIDENCE ROAD NORTHBRIDGE, MA

DATE SHOWN: ALL WORK TO COMPLETION OF THE DEC-2009
EXCEPT 1 STAIR ELEVATOR
EXCEPT 2 STAIR ELEVATOR
EXCEPT 3 STAIR ELEVATOR
EXCEPT 4 STAIR ELEVATOR
EXCEPT 5 STAIR ELEVATOR
EXCEPT 6 STAIR ELEVATOR
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EXCEPT 20 STAIR ELEVATOR
EXCEPT 21 STAIR ELEVATOR
EXCEPT 22 STAIR ELEVATOR



1 REVISIONS
1-1-13



GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
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22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.

GRAPHIC SYMBOL LEGEND

- ===== NEW WALL TO BE CONSTRUCTED
- EXISTING WALL TO REMAIN

EQUIPMENT LIST	
1	HAND SINK
2	3 BURNER STOVE
3	FRYER
4	2 DRYER
5	5 WORK
6	SMOKE HOODS STOVE
7	EXH. RESTROOM
8	WALK IN COOLER
9	WALK IN FREEZER
10	DRAINBOARD
11	3 RAY SINK
12	2 1/2' x 3' x 3' TABLE
13	SALAD PREP. UNIT
14	RICE WARMER (ELECTRIC)
15	2' x 3' x 3' TABLE
16	WOK FOR COOLER
17	SOON WARMER
18	WALK IN COOLER
19	WALK IN FREEZER
20	CHEST FREEZER
21	2
22	2

ALL EQUIPMENT ARE EXISTING AND ARE TO BE BLACK WITH FROM THE ADJACENT SPACE.

FAMILY WOK TAKE - OUT
2228-2236 PROVIDENCE ROAD
NORTHBRIDGE, MA



Project No. 13042
Site AS NOTED
Date 02-25-13
Drawn By E.A.
Checked By
Scale
Sheet No. A-111
FLOOR PLAN

**BOARD OF SELECTMEN
LICENSE ROUTING SLIP**

Business: Hong Kong Café (Family Wok)
Applicant: ASJ28 Inc.
Address: 2228-2236 Providence Road – Unit #2
Whitinsville, MA 01588
New/Renewal/Transfer: New
License Type: Common Victualler

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

POLICE: _____

FIRE: _____

BUILDING/ZONING: _____

CONSERVATION: _____

HEALTH: _____

All set with Board of Health. Plans have been approved and applicant is aware of Department of Public Health regulations governing food service establishments.

Jeanne M. Gniadek
Board of Health Administrator
March 20, 2013

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: ~~Family Wok~~ Hong Kong Cafe
Applicant: ASJ28 Inc.
Address: 2228 - 2236 Providence Road, Unit #2
Whitinsville, MA 01588
New/Renewal/Transfer: New
License Type: Common Victualler

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

POLICE:

FIRE:

BUILDING/ZONING:

CONSERVATION:

HEALTH:

Water
Trash
Other

ASSESSORS:

TREASURER/COLLECTOR:

Excise	Water / Sewer
Personal property	Other
Real estate	

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

**BOARD OF SELECTMEN
LICENSE ROUTING SLIP**

Business: ~~Family Wok~~ Hong Kong Cafe
Applicant: ASJ28 Inc.
Address: 2228 - 2236 Providence Road, Unit #2
Whitinsville, MA 01588
New/Renewal/Transfer: New
License Type: Common Victualler

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

POLICE:

FIRE:

BUILDING/ZONING:

3-21-2013 Approved
Subject to occupancy

J. Sherry

CONSERVATION:

HEALTH:

Water
Trash
Other

ASSESSORS:

TREASURER/COLLECTOR:

Excise	Water / Sewer
Personal property	Other
Real estate	

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

**BOARD OF SELECTMEN
LICENSE ROUTING SLIP**

Business: ~~Family Wok~~ Hong Kong Cafe
Applicant: ASJ28 Inc.
Address: 2228 - 2236 Providence Road, Unit #2
Whitinsville, MA 01588
New/Renewal/Transfer: New
License Type: Common Victualler

DEPARTMENT:
PLANNING:

N/A

COMMENTS:

SIGNATURE:



POLICE:

FIRE:

BUILDING/ZONING:

CONSERVATION:

HEALTH:

Water
Trash
Other

ASSESSORS:

TREASURER/COLLECTOR:

Excise	Water / Sewer
Personal property	Other
Real estate	

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

**BOARD OF SELECTMEN
LICENSE ROUTING SLIP**

Business: ~~Family Wok~~ *Hong Kong Cafe*
Applicant: *ASJ28 Inc.*
Address: *2228 - 2236 Providence Road, Unit #2*
Whitinsville, MA 01588
New/Renewal/Transfer: *New*
License Type: *Common Victualler*

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

POLICE:

NO ISSUES

W. J. Wauson

FIRE:

BUILDING/ZONING:

CONSERVATION:

HEALTH:

Water
Trash
Other

ASSESSORS:

TREASURER/COLLECTOR:

Excise	Water / Sewer
Personal property	Other
Real estate	

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

**BOARD OF SELECTMEN
LICENSE ROUTING SLIP**

Business: *Family-Wok Hong Kong Cafe*
Applicant: *ASJ28 Inc.*
Address: *2228 - 2236 Providence Road, Unit #2
Whitinsville, MA 01588*
New/Renewal/Transfer: *New*
License Type: *Common Victualler*

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

POLICE:

FIRE:

BUILDING/ZONING:

CONSERVATION:

N/A

Barbara King

HEALTH:

Water

Trash

Other

ASSESSORS:

TREASURER/COLLECTOR:

Excise

Personal property

Real estate

Water / Sewer

Other

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

**BOARD OF SELECTMEN
LICENSE ROUTING SLIP**

Business: Family Wok *Hong Kong Cafe*
Applicant: ASJ28 Inc.
Address: 2228 - 2236 Providence Road, Unit #2
Whitinsville, MA 01588
New/Renewal/Transfer: New
License Type: Common Victualler

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

POLICE:

FIRE:

BUILDING/ZONING:

CONSERVATION:

HEALTH:
Water
Trash
Other

ASSESSORS:

Kimberly A. Ferguson
TREASURER/COLLECTOR:
Excise _____ Water / Sewer *0*
overdue → Personal property *167-70* Other _____
Real estate *0*

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

John Guenette d/b/a
Prime Time Limo

F.

Town of Northbridge
Livery/Taxi Application
(PLEASE PRINT)

Name: JOHN GUENETTE

Address: 24 LINTSIDE COURT

City, ST Zip: NORTHBRIDGE, MA 01534

Date of Birth 6-22-58 Place of Birth WORCESTER, MA

License # 58871756 Expiration Date: 06-22-2015

SSN: (optional) _____ Telephone 774-245-5258

Have you ever been arrested? NO If "yes", please explain:

Has your license to operate a motor vehicle ever been suspended or
revoked? NO If "yes", please explain: _____

Is this a new application or a renewal? YES

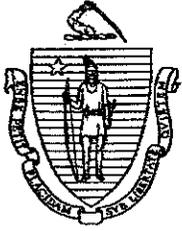
Are you currently taking any medication? YES If "yes" please explain:

Taxi Cab or Livery Employer: _____

Height: 5 Weight: 7 Eyes: _____ Hair: BROWN

John Guenette
Signature of Applicant

03-08-2013
Date



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 600 Washington Street
 Boston, MA 02111
 www.mass.gov/dia

FORM MUST BE FILLED
 OUT COMPLETELY

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Prime Time Limo
 Address: 24 LINKSIDE COURT
 City/State/Zip: NORTHBRIDGE, MA 01534 Phone #: 774-245-5258

Are you an employer? Check the appropriate box:

1. I am an employer with _____ employees (full and/or part-time).*

2. I am a sole proprietor or partnership and have no employees working for me in any capacity.
 [No workers' comp. insurance required]

3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**

4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. Retail

6. Restaurant/Bar/Eating Establishment

7. Office and/or Sales (incl. real estate, auto, etc.)

8. Non-profit

9. Entertainment

10. Manufacturing

11. Health Care

12. Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
 **If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: _____
 Insurer's Address: _____
 City/State/Zip: _____
 Policy # or Self-ins. Lic. # _____ Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Jh Smith Date: 03-08-2013
 Phone #: _____

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: Northbridge Permit/License # _____
 Issuing Authority (circle one):
 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
 6. Other _____
 Contact Person: Donna M. Gosselin Phone #: 508-234-2095



TOWN OF NORTHBRIDGE
OFFICE OF THE TOWN CLERK

TOWN HALL - 7 MAIN STREET
WHITINSVILLE, MASSACHUSETTS 01588

DOREEN A. CEDRONE
TOWN CLERK

AREA CODE 508-234-2001

BUSINESS CERTIFICATE

Fee: \$25.00

Date 03/06/2013

IN CONFORMITY WITH THE PROVISIONS OF CHAPTER ONE HUNDRED AND TEN, SECTION FIVE OF THE GENERAL LAWS, AS AMENDED, THE UNDERSIGNED HEREBY DECLARE(S) THAT A BUSINESS IS CONDUCTED UNDER THE TITLE OF

~~XXXXXXXXXX~~ Prime Time Limo

AT 24 Linkside Court Northbridge, MA 01534
(Address)

BY THE FOLLOWING NAMED PERSON(S): (Include corporate name and title, if corporate office)

<u>Full Name</u>	<u>Residence and Telephone</u>
<u>John Guenette</u>	<u>24 Linkside Court</u> <u>Northbridge, MA 01534</u> <u>774-245-5258</u>

SIGNATURES:

John Guenette

On March 6, 2013 the above named person(s) personally appeared before me and made oath that the foregoing statements are true.

Abel B Zyr
Town Clerk, Assistant Town Clerk, Other

~~OR This certificate has been Notarized as follows:~~

~~County:
State:~~

~~ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____ (name of document signer/s), PROVED TO ME THROUGH SATISFACTORY EVIDENCE OF IDENTIFICATION, WHICH WAS _____~~

~~_____, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SIGNED ABOVE, AND WHO SWORE OR AFFIRMED TO ME THAT THE CONTENTS OF THE DOCUMENT ARE TRUTHFUL AND ACCURATE TO THE BEST OF HIS/HER OR THEIR KNOWLEDGE AND BELIEF.~~

~~(Official signature and Seal of Notary) Commission Expires _____~~

IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 337 OF THE ACTS OF 1985 AND CHAPTER 110, SECTION 5 OF MASSACHUSETTS GENERAL LAWS, **BUSINESS CERTIFICATES SHALL BE IN EFFECT FOR FOUR YEARS FROM THE DATE OF ISSUE AND SHALL BE RENEWED EACH FOUR YEARS THEREAFTER.** A STATEMENT UNDER OATH MUST BE FILED WITH THE CITY CLERK UPON DISCONTINUING, RETIRING, OR WITHDRAWING FROM SUCH BUSINESS OR PARTNERSHIP.

COPIES OF SUCH CERTIFICATES SHALL BE AVAILABLE AT THE ADDRESS AT WHICH SUCH BUSINESS IS CONDUCTED AND SHALL BE FURNISHED ON REQUEST DURING REGULAR BUSINESS HOURS TO ANY PERSON WHO HAS PURCHASED GOODS OR SERVICES FROM SUCH BUSINESS. VIOLATIONS ARE SUBJECT TO FINE OF NOT MORE THAT THREE HUNDRED DOLLARS (\$300) FOR EACH MONTH DURING WHICH SUCH VIOLATION CONTINUES.

CERTIFICATE EXPIRES 2017 (Four (4) yrs from effective date)

MEMO

Date: 03/06/2013

TO: James Sheehan, Inspector of Buildings/Zoning Agent
FROM: Doreen A. Cedrone, Town Clerk
RE: Business Certificate Request

Name: John Guenette
Address: 24 Linksider Court Northbridge MA 01534
Telephone: 774-245-5258

Has requested the issuance of a Business Certificate for a business located at:
24 Linksider Court Northbridge MA 01534

For the following purpose:
Lime Company - ONE SEDAN FITS
IN GARAGE Drive to BOSTON - WORCESTER...

Please review and state your opinion.

I have reviewed the attached Business Application and have determined the following:

Approved NOT Approved
Subject to Section 173-13 of Zoning By-law & License

[Signature]
James Sheehan
Inspector of Buildings/Zoning Agent

3-20-2013
Date

**BOARD OF SELECTMEN
LICENSE ROUTING SLIP**

Business:

Applicant: John Guenette *Albla Prime Time Limo*

Address: 24 Linkside Court, Northbridge, MA 01534

License Type: Livery License [Limousine]

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

POLICE: No issues concerning character
Needs to have vehicle inspected at police station prior to
operation of Livery Service

W. J. Waulraf

FIRE:

BUILDING/ZONING:

CONSERVATION:

HEALTH:

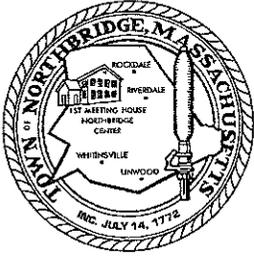
Water
Trash
Other

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@northbridgemass.org or
ssusienka@northbridgemass.org. Thanks!!*



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

Theodore D. Kozak
Town Manager

MEMORANDUM

DATE: March 18, 2013

TO: Walter Warchol, Police Chief *mailed*

FROM: Sharon L. Susienka, Exec. Asst. to the Town Manager *SLS*

SUBJECT: Livery License Application

Chief,

The Selectmen's Office is in receipt of a Livery License Application from Prime Time Limo [John Guenette, Owner] to be operated out of 24 Linkside Court, Northbridge, and a vehicle to be stored at 24 Linkside Court on a temporary basis [a few months] until he moves the vehicle to Worcester, MA.

Per Section 7 of the Town Of Northbridge's Livery and Taxi Rules and Regulations approved by the Select Board on April 9, 2007, and attached hereto, please investigate this application to determine whether this individual is a suitable person to operate a livery service.

Should you have any questions and/or comments about this application, please do not hesitate to contact me.

Sharon Susienka

From: Walter Warchol [wwarchol@northbridgemass.org]
Sent: Tuesday, March 19, 2013 8:07 AM
To: ssusienka@northbridgemass.org
Subject: RE:

Sharon:

I checked and he classifies as a suitable person to operate a livery vehicle. If he applies, he would need to make arrangements to bring his vehicle to the station to be inspected.

Wally

From: Sharon Susienka [mailto:ssusienka@northbridgemass.org]
Sent: Monday, March 18, 2013 12:24 PM
To: wwarchol@northbridgemass.org
Subject:

Chief:

Per our conversation this morning.

Sharon

**BOARD OF SELECTMEN
LICENSE ROUTING SLIP**

Business:

Applicant: John Guenette

Address: 24 Linkside Court, Northbridge, MA 01534

License Type: Livery License [Limousine]

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

POLICE:

FIRE:

BUILDING/ZONING:

3-01-2013

Approved

Subject to license



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:

Applicant: John Guenette *dlb/la Prime Time Limo*

Address: 24 Linkside Court, Northbridge, MA 01534

License Type: Livery License [Limousine]

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

POLICE:

FIRE:

BUILDING/ZONING:

CONSERVATION:

HEALTH:

Water
Trash
Other

ASSESSORS:

Timberly A. Fargeau

TREASURER/COLLECTOR:

Excise \$41,25 Water / Sewer
Personal property Other
Real estate

*PMS
3/20/13
all set*

*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!!*

6.

COPY

INTERMUNICIPAL AGREEMENT
BY AND BETWEEN
THE TOWN OF NORTHBRIDGE AND THE TOWN OF SUTTON

This Intermunicipal Agreement, made and entered into as of the ____ day of March, 2013, pursuant to Massachusetts General Laws, Chapter 40, §4A, by and between the Town of Northbridge, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, hereinafter referred to as "Northbridge," and the Town of Sutton, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, hereinafter referred to as "Sutton,"

WHEREAS, access to the South Sutton Commerce Park (the "Park") from Main Street, a/k/a Whitins Road, is located in Northbridge, as shown on plans entitled "'South Sutton Commerce Park' A Definitive Industrial Subdivision Plan," dated September 11, 2000, recorded with the Worcester South Registry of Deeds in Plan Book 769, Plan 81, as may be amended; and

WHEREAS, the industrial lots within the Park are located solely within Sutton;

WHEREAS, Northbridge has agreed to place on the Northbridge Warrant for the 2013 Spring Annual Town Meeting an Article (the "Warrant Article") to (i) accept as a public way that portion of Gilmore Drive within Northbridge that provides access to the Park; (ii) accept drainage easement and a sewer easement; and (iii) accept a sight distance easement (collectively, together with the roadway, drainage and sewer infrastructure located therein, the "Northbridge Improvements"), all as shown on a plan entitled "South Sutton Commerce Park Gilmore Drive Sutton & Northbridge, MA," dated September 26, 2012, revised through October 3, 2012 (the "Acceptance Plan");

WHEREAS, in the event the Northbridge Town Meeting votes affirmatively to approve the Warrant Article, and Northbridge thereafter timely acquires a permanent easement for public way purposes in Gilmore Drive in order to complete its acceptance of the roadway as a public way, and acquires perpetual sight distance, drainage and sewer easements in those areas shown on the Acceptance Plan as lying within Northbridge, in consideration thereof, Sutton agrees that

it shall maintain, repair and replace the Northbridge Improvements, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Sutton shall be solely responsible for the maintenance, repair and replacement of the Northbridge Improvements, so long as the portion of Gilmore Drive located in Northbridge remains a public way.

2. Northbridge hereby grants to Sutton, its employees, agents and representatives, all necessary access through all public ways in Northbridge, as well as access to the Northbridge Improvements for the purpose of maintaining, repairing and replacing the same.

3. Sutton agrees, at its sole cost and expense, to maintain the Northbridge Improvements in good and reasonable condition, and, specifically: (a) to maintain, repair and oversee Gilmore Drive, and any utility infrastructure associated therewith, in a manner consistent with other public ways in Sutton; (b) to maintain, operate, inspect, repair and replace the drainage easement and sewer easement in good condition; and (c) to maintain the sight line easement free and clear of vegetation that would interfere with clear and unobstructed view by drivers.

4. In the event that Northbridge determines that Sutton is not carrying out its duties hereunder with respect to the Northbridge Improvements, Northbridge shall provide thirty (30) days' notice that the Northbridge Improvements are not being maintained, repaired or replaced in compliance with the terms of this Agreement, to the Sutton Board of Selectmen, in which case Sutton shall cause any such defects to be remedied within thirty (30) days of receipt of such notice, or, as soon as reasonably possible in the event such remedy cannot be accomplished within thirty (30) days. In the case of an emergency posing a threat to the public health or safety related to the Northbridge Improvements, Northbridge may, but is not obligated to, undertake such maintenance, repair or replacement. In the event Sutton does not comply with any such notice in a timely manner, or in the case of such an emergency for which Northbridge takes such

authorized action, Northbridge shall be entitled to reimbursement from Sutton for any costs and expenses incurred, including the fair and reasonable costs attributable to the efforts of Northbridge personnel in taking such action.

5. Sutton shall, prior to engaging in the maintenance, repair and/or replacement of the Northbridge Improvements, give Northbridge, through its Director of Public Works, reasonable notice thereof, except in the event of emergency, in which case notice shall be given as soon as possible, and shall furnish copies of all records and reports related to the work within thirty (30) days after completion thereof.

6. Sutton shall procure and maintain public liability insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with the acts and omissions of Sutton, its employees, agents and representatives hereunder, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Sutton under the terms and conditions of this Agreement to defend, indemnify, and hold harmless Northbridge: General Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate. Sutton shall also maintain workers' compensation insurance as required by law. Upon execution of this Agreement, and on each anniversary of such date or more often as Northbridge may reasonably require, Sutton shall provide Northbridge with a certificate(s) of insurance, in each case indicating Northbridge is named an additional insured on the policy or policies, showing compliance with the foregoing provisions. Sutton shall require the insurer to give at least thirty (30) days' written notice of termination, reduction or cancellation of any such policy to Northbridge. The foregoing insurance coverage shall be issued by insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having an A.M. Best rating of A or better.

7. Sutton shall be responsible for the acts and omissions of its employees, agents and representatives hereunder and shall indemnify, defend, and hold Northbridge and its employees, agents and representatives harmless from and against any and all claims, demands, liabilities,

actions, causes of action, costs and expenses, including reasonable attorneys' fees, which are or may be brought against Northbridge, its employees, agents and representatives arising out of this Agreement, including, but not limited to any failure on the part of Sutton, its employees, agents and representatives to comply with any provision or term required to be performed or complied with by Sutton under this Agreement, or any failure on the part of Sutton to maintain the Northbridge Improvements in accordance with this Agreement and the requirements of G.L. c.84, §1, but excluding any claims arising from the negligence or wrongful act of Northbridge, its employees, agents or representatives.

8. This Agreement shall not become effective until authorized and executed by the Northbridge Board of Selectmen and the Sutton Board of Selectmen pursuant to G.L. c. 40, §4A, and an affirmative vote on the Warrant Article is taken by the Northbridge Town Meeting.

9. This Agreement shall remain in full force and effect and shall be binding on the parties for the period of twenty-five (25) years from the date first above written.

10. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

11. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto. If any provision of this Agreement is declared to be illegal, unenforceable, or void by a court of competent jurisdiction, then both parties shall be relieved of all obligations under that provision, provided, however, that the remainder of the Agreement shall be enforced to the fullest extent permitted by law.

12. Notices to Northbridge shall be addressed to the Board of Selectmen, Town of Northbridge, 7 Main Street, Whitinsville, Massachusetts 01532. Notices to Sutton shall be

addressed to the Board of Selectmen, Town of Sutton, 4 Uxbridge Road, Sutton, Massachusetts 01590.

13. All covenants, conditions, duties and obligations contained herein can be waived only by written agreement by and between the parties hereto. Such waivers shall not be effective unless they are in conformity with all other requirements of law. Forbearance or indulgence in any form or manner by either party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to either party. No waiver of any default or breach shall constitute a waiver of any subsequent default or breach.

14. The parties acknowledge that each party has participated in the drafting of this Agreement. For the purposes of interpreting this Agreement, each provision shall be deemed to have been jointly drafted by the parties. The parties intend for this Agreement to be construed and interpreted neutrally, in accordance with the plain meaning of its language, and not presumptively construed against any actual or purported drafter of any specific language contained herein.

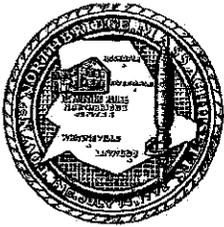
[Signature Page Follows]

IN WITNESS WHEREOF, the parties to this Agreement have hereto set their hands and seals as of the date and year first above written.

TOWN OF NORTHBRIDGE,
By Its Board of Selectmen

TOWN OF SUTTON,
By Its Board of Selectmen

Michael A. Chyff
Joseph M. ...
...
K. ...
...



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: March 20, 2013

To: Chairman Daniel Nolan, Northbridge Board of Selectmen

From: R. Gary Bechtholdt II, Town Planner

RE: **ASH STREET & GILMORE DRIVE**
Vote to Layout

RECEIVED

MAR 20 2013

Northbridge Town Manager

In action taken March 12, 2013 the Planning Board voted (4-0) to RECOMMEND the LAYOUT OF ASH STREET and GILMORE DRIVE in conjunction with street acceptance considerations at the 2013 Spring Annual Town Meeting (-see Planning Board vote attached).

Arrangements have been made for the Board of Selectmen to vote to layout Ash Street and Gilmore Drive at its meeting of Monday March 25 2013. As indicated previously, the Planning office has been working with Town Counsel in anticipation of Town Meeting and RECOMMENDS the Board of Selectmen LAYOUT Ash Street and Gilmore Drive as provided for and described in the conveyance documents.

As you may recall Gilmore Drive is located within Northbridge and the Town of Sutton, an Inter-Municipal Agreement (IMA) has been prepared (by Town Counsel -Kopelman & Paige) whereby Sutton shall assume all maintain and repair of Gilmore Drive.

On Tuesday March 19 2013 the Sutton Board of Selectmen approved the IMA, a copy of which is also attached. As part of the street acceptance/layout of Gilmore Drive the (Northbridge) Board of Selectmen shall review the IMA and vote to accept same.

Pursuant to Mass General Law, the Selectmen's layout vote and the layout plans shall be filed with the Office of the Town Clerk at least 7-days prior to the Spring Annual Town Meeting (May 07, 2013). If you should require additional information or have any questions please do not hesitate to contact the Planning office.

Cc: Ted Kozak, Town Manager
J. Shuris, DPW Director
Planning Board
/File



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

PHONE: (508) 234-2447

FAX: (508) 234-0814

March 13, 2013

Mr. Daniel J. Nolan, Chairman
Northbridge Board of Selectmen
Northbridge Memorial Town Hall
7 Main Street Whitinsville, MA 01588

RECEIVED

COPIES

MAR 13 2013

RE: **STREET ACCEPTANCE –ASH STREET**
Recommendation –Vote to Layout

Northbridge Town Manager

Dear Members of the Board of Selectmen:

At its meeting of Tuesday, March 12, 2013, the Planning Board upon motion duly made and seconded voted (4-0) **TO RECOMMEND THE LAYOUT OF ASH STREET**. Said layout is in preparation for and in conjunction with street acceptance consideration at the 2013 Spring Annual Town Meeting.

In making said determination the Planning Board reviewed correspondence received from Town Counsel. Should you require additional information concerning this matter please contact the Planning Office.

Sincerely,

R. Gary Bechtholdt II
Northbridge Town Planner

Cc: Town Clerk
Town Manager
DPW –Highway/Sewer
/File

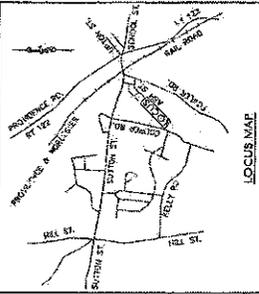
NORTHBRIDGE TOWN CLERK
DOROTHY A. O'DRONE

13 MAR 13 PM 12: 25

RECEIVED

HERITAGE DESIGN GROUP
 PLANNERS, SURVEYORS & ENGINEERS
 LANDSCAPE ARCHITECTS
 ONE MAIN STREET
 WINTHROP, MASSACHUSETTS 01890
 TEL: 978-261-1100
 WWW.HERITAGEDSG.COM

TOWN OF NORTHBRIDGE
 AFFILIANT
 Equinox Properties
 Realty Trust
 665 Church Street
 Whitinsville, Massachusetts



LOCUS MAP

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE REQUIREMENTS OF THE MASSACHUSETTS DIVISION OF CONSUMER AFFAIRS AND IN COMPLIANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF REGISTRATION IN THE COMMONWEALTH OF MASSACHUSETTS UNDER SECTION 26B CHAPTER 94A. THIS CERTIFICATION IS INTENDED TO BE USED IN CONNECTION WITH THE PREPARED DEEDS AND IS NOT A CERTIFICATION OF THE TITLE OR OWNERSHIP OF THE LAND SUBJECT HEREON.

W. ROBERT KNAPP DATE: _____

REVISIONS

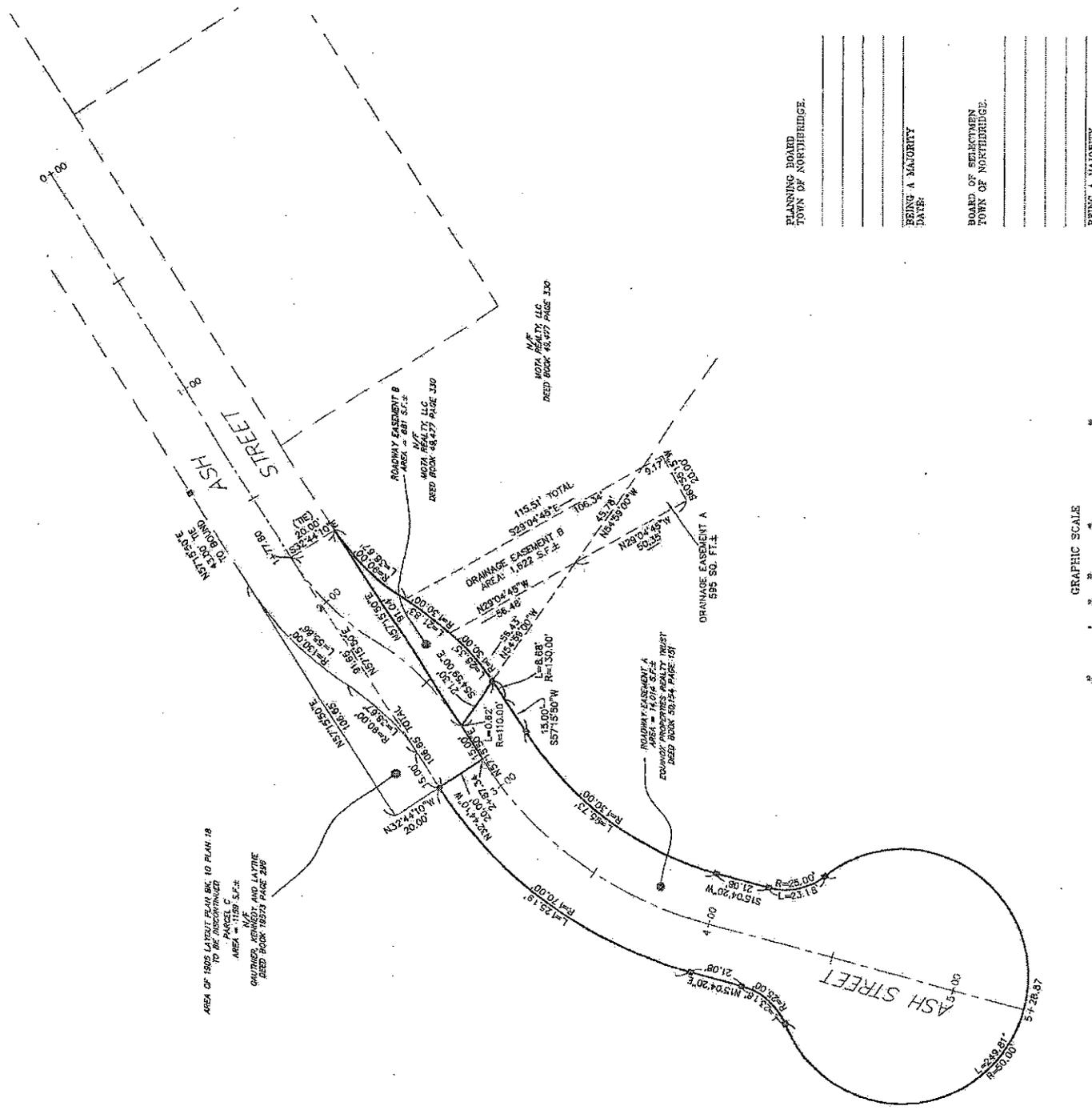
NO.	DATE	DESCRIPTION	SCALE	BY
1	1/24/13	CORRECT DRAFTING ERROR	MAIL	W. ROBERT KNAPP

ROAD ACCEPTANCE AND MODIFICATION PLAN

ASH STREET
 In The Town Of
 Northbridge, Massachusetts
 Prepared For
 Equinox Properties
 Realty Trust

SCALE: 1" = 20'
 DATE: JANUARY 19, 2013
 PROJECT NAME: ROADWAY EASEMENT A
 DRAWING FILE NAME: 2012-049-ROAD-ACC.DWG
 TOWN: NORTHBRIDGE
 TAB/ALL: 00000000
 DES/WRK

ROAD ACCEPTANCE PLAN
 SHEET 1 OF 1



PLANNING BOARD
 TOWN OF NORTHBRIDGE

BEING A MAJORITY
 DATE: _____

BOARD OF SELECTMEN
 TOWN OF NORTHBRIDGE

BEING A MAJORITY
 DATE: _____

GRAPHIC SCALE
 (IN FEET)
 1" = 20' FT.

■ DENOTES CONCRETE BOUND SET



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

PHONE: (508) 234-2447

FAX: (508) 234-0814

March 13, 2013

Mr. Daniel J. Nolan, Chairman
Northbridge Board of Selectmen
Northbridge Memorial Town Hall
7 Main Street Whitinsville, MA 01588

COPY
RECEIVED

MAR 13 2013

Northbridge Town Manager

RE: **STREET ACCEPTANCE –GILMORE DRIVE**
Recommendation –Vote to Layout

Dear Members of the Board of Selectmen:

At its meeting of Tuesday, March 12, 2013, the Planning Board upon motion duly made and seconded voted (4-0) **TO RECOMMEND THE LAYOUT OF GILMORE DRIVE SUBJECT TO AN INTER-MUNICIPAL AGREEMENT WITH THE TOWN OF SUTTON** (specific to repair and maintenance). Said layout is in preparation for and in conjunction with street acceptance consideration at the 2013 Spring Annual Town Meeting.

In making said determination the Planning Board reviewed correspondence received from Town Counsel. Should you require additional information concerning this matter please contact the Planning Office.

Sincerely,

R. Gary Bechtholdt II
Northbridge Town Planner

Cc: Town Clerk
Town Manager
DPW –Highway/Sewer
/File

NORTHBRIDGE TOWN CLERK
DORSEY A. COTTRONE

13 MAR 13 PM 12: 24

RECEIVED

**INTERMUNICIPAL AGREEMENT
BY AND BETWEEN
THE TOWN OF NORTHBRIDGE AND THE TOWN OF SUTTON**

COPY

This Intermunicipal Agreement, made and entered into as of the ____ day of March, 2013, pursuant to Massachusetts General Laws, Chapter 40, §4A, by and between the **Town of Northbridge**, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, hereinafter referred to as "Northbridge," and the **Town of Sutton**, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, hereinafter referred to as "Sutton."

WHEREAS, access to the South Sutton Commerce Park (the "Park") from Main Street, a/k/a Whitins Road, is located in Northbridge, as shown on plans entitled "'South Sutton Commerce Park' A Definitive Industrial Subdivision Plan," dated September 11, 2000, recorded with the Worcester South Registry of Deeds in Plan Book 769, Plan 81, as may be amended; and

WHEREAS, the industrial lots within the Park are located solely within Sutton;

WHEREAS, Northbridge has agreed to place on the Northbridge Warrant for the 2013 Spring Annual Town Meeting an Article (the "Warrant Article") to (i) accept as a public way that portion of Gilmore Drive within Northbridge that provides access to the Park; (ii) accept drainage easement and a sewer easement; and (iii) accept a sight distance easement (collectively, together with the roadway, drainage and sewer infrastructure located therein, the "Northbridge Improvements"), all as shown on a plan entitled "South Sutton Commerce Park Gilmore Drive Sutton & Northbridge, MA," dated September 26, 2012, revised through October 3, 2012 (the "Acceptance Plan");

WHEREAS, in the event the Northbridge Town Meeting votes affirmatively to approve the Warrant Article, and Northbridge thereafter timely acquires a permanent easement for public way purposes in Gilmore Drive in order to complete its acceptance of the roadway as a public way, and acquires perpetual sight distance, drainage and sewer easements in those areas shown on the Acceptance Plan as lying within Northbridge, in consideration thereof, Sutton agrees that

it shall maintain, repair and replace the Northbridge Improvements, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Sutton shall be solely responsible for the maintenance, repair and replacement of the Northbridge Improvements, so long as the portion of Gilmore Drive located in Northbridge remains a public way.

2. Northbridge hereby grants to Sutton, its employees, agents and representatives, all necessary access through all public ways in Northbridge, as well as access to the Northbridge Improvements for the purpose of maintaining, repairing and replacing the same.

3. Sutton agrees, at its sole cost and expense, to maintain the Northbridge Improvements in good and reasonable condition, and, specifically: (a) to maintain, repair and oversee Gilmore Drive, and any utility infrastructure associated therewith, in a manner consistent with other public ways in Sutton; (b) to maintain, operate, inspect, repair and replace the drainage easement and sewer easement in good condition; and (c) to maintain the sight line easement free and clear of vegetation that would interfere with clear and unobstructed view by drivers.

4. In the event that Northbridge determines that Sutton is not carrying out its duties hereunder with respect to the Northbridge Improvements, Northbridge shall provide thirty (30) days' notice that the Northbridge Improvements are not being maintained, repaired or replaced in compliance with the terms of this Agreement, to the Sutton Board of Selectmen, in which case Sutton shall cause any such defects to be remedied within thirty (30) days of receipt of such notice, or, as soon as reasonably possible in the event such remedy cannot be accomplished within thirty (30) days. In the case of an emergency posing a threat to the public health or safety related to the Northbridge Improvements, Northbridge may, but is not obligated to, undertake such maintenance, repair or replacement. In the event Sutton does not comply with any such notice in a timely manner, or in the case of such an emergency for which Northbridge takes such

authorized action, Northbridge shall be entitled to reimbursement from Sutton for any costs and expenses incurred, including the fair and reasonable costs attributable to the efforts of Northbridge personnel in taking such action.

5. Sutton shall, prior to engaging in the maintenance, repair and/or replacement of the Northbridge Improvements, give Northbridge, through its Director of Public Works, reasonable notice thereof, except in the event of emergency, in which case notice shall be given as soon as possible, and shall furnish copies of all records and reports related to the work within thirty (30) days after completion thereof.

6. Sutton shall procure and maintain public liability insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with the acts and omissions of Sutton, its employees, agents and representatives hereunder, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Sutton under the terms and conditions of this Agreement to defend, indemnify, and hold harmless Northbridge: General Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate. Sutton shall also maintain workers' compensation insurance as required by law. Upon execution of this Agreement, and on each anniversary of such date or more often as Northbridge may reasonably require, Sutton shall provide Northbridge with a certificate(s) of insurance, in each case indicating Northbridge is named an additional insured on the policy or policies, showing compliance with the foregoing provisions. Sutton shall require the insurer to give at least thirty (30) days' written notice of termination, reduction or cancellation of any such policy to Northbridge. The foregoing insurance coverage shall be issued by insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having an A.M. Best rating of A or better.

7. Sutton shall be responsible for the acts and omissions of its employees, agents and representatives hereunder and shall indemnify, defend, and hold Northbridge and its employees, agents and representatives harmless from and against any and all claims, demands, liabilities,

actions, causes of action, costs and expenses, including reasonable attorneys' fees, which are or may be brought against Northbridge, its employees, agents and representatives arising out of this Agreement, including, but not limited to any failure on the part of Sutton, its employees, agents and representatives to comply with any provision or term required to be performed or complied with by Sutton under this Agreement, or any failure on the part of Sutton to maintain the Northbridge Improvements in accordance with this Agreement and the requirements of G.L. c.84, §1, but excluding any claims arising from the negligence or wrongful act of Northbridge, its employees, agents or representatives.

8. This Agreement shall not become effective until authorized and executed by the Northbridge Board of Selectmen and the Sutton Board of Selectmen pursuant to G.L. c. 40, §4A, and an affirmative vote on the Warrant Article is taken by the Northbridge Town Meeting.

9. This Agreement shall remain in full force and effect and shall be binding on the parties for the period of twenty-five (25) years from the date first above written.

10. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

11. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto. If any provision of this Agreement is declared to be illegal, unenforceable, or void by a court of competent jurisdiction, then both parties shall be relieved of all obligations under that provision, provided, however, that the remainder of the Agreement shall be enforced to the fullest extent permitted by law.

12. Notices to Northbridge shall be addressed to the Board of Selectmen, Town of Northbridge, 7 Main Street, Whitinsville, Massachusetts 01532. Notices to Sutton shall be

addressed to the Board of Selectmen, Town of Sutton, 4 Uxbridge Road, Sutton, Massachusetts 01590.

13. All covenants, conditions, duties and obligations contained herein can be waived only by written agreement by and between the parties hereto. Such waivers shall not be effective unless they are in conformity with all other requirements of law. Forbearance or indulgence in any form or manner by either party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to either party. No waiver of any default or breach shall constitute a waiver of any subsequent default or breach.

14. The parties acknowledge that each party has participated in the drafting of this Agreement. For the purposes of interpreting this Agreement, each provision shall be deemed to have been jointly drafted by the parties. The parties intend for this Agreement to be construed and interpreted neutrally, in accordance with the plain meaning of its language, and not presumptively construed against any actual or purported drafter of any specific language contained herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties to this Agreement have hereto set their hands and seals as of the date and year first above written.

TOWN OF NORTHBRIDGE,
By Its Board of Selectmen

TOWN OF SUTTON,
By Its Board of Selectmen

Michael A. Choy

James W. ...

William ...

K. ...

E.C.

I.

SPRING ANNUAL TOWN MEETING WARRANT - 5/7/13 - 7:00 PM

Presenter	Selectmen	Finance Committee	Town Meeting
Article 23. Selectmen	Support	_____	_____
Temporary Moratorium on Medical	Non-support	_____	_____
Marijuana Centers	No Position	_____	_____
	Pass Over	_____	_____

ARTICLE 23: (Board of Selectmen)

To see if the Town will vote to amend the Zoning Bylaw by adding a new section 173-18.4, **Temporary Moratorium on Medical Marijuana Treatment Centers**, in **Article V - Use Regulations**, as follows:

§ 173-18.4 Temporary Moratorium on Medical Marijuana Treatment Centers [Added 05-07-2013 STM, Art. XX]

A. Authority and purpose.

(1) By vote at the State election on November 6, 2012, the voters of the Commonwealth approved a law regulating the cultivation, distribution, possession and use of marijuana for medical purposes. The law provides that it is effective on January 1, 2013 and the State Department of Public Health is required to issue regulations regarding implementation within 120 days of the law's effective date. Currently under the Zoning Bylaw, a Medical Marijuana Treatment Center is not a permitted use in the Town of Northbridge and any regulations promulgated by the State Department of Public Health are expected to provide guidance to the Town in regulating medical marijuana, including Medical Marijuana Treatment Centers.

(2) The regulation of medical marijuana raises novel and complex legal, planning, and public safety issues and the Town needs time to study and consider the regulation of Medical Marijuana Treatment Centers and address such novel and complex issues, as well as to address the potential impact of the State regulations on local zoning and to undertake a planning process to consider amending the Zoning Bylaw regarding regulation of medical marijuana treatment centers and other uses related to the regulation of medical marijuana. The Town intends to adopt a temporary moratorium on the use of land and structures in the Town for Medical Marijuana Treatment Centers so as to allow the Town sufficient time to engage in a planning process to address the effects of such structures and uses in the Town and to enact bylaws in a manner consistent with sound land use planning goals and objectives.

B. Definition.

(1) "Medical Marijuana Treatment Center" shall mean a "not-for-profit entity, as defined by Massachusetts law only, registered by the Department of Public Health, that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers."

C. Temporary Moratorium.

(1) For the reasons set forth above and notwithstanding any other provision of the Zoning Bylaw to the contrary, the Town hereby adopts a temporary moratorium on the use of land or structures for a Medical Marijuana Treatment Center. The moratorium shall be in effect through June 30, 2014. During the moratorium period, the Town shall undertake a planning process to address the potential impacts of medical marijuana in the Town, consider the Department of Public Health regulations Regarding Medical Marijuana Treatment Facilities and related uses, and shall consider adopting new Zoning Bylaws to address the impact and operation of Medical Marijuana Treatment Centers and related uses;

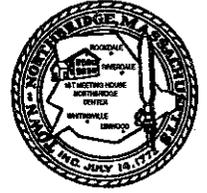
Or take any other action relative thereto.



WALTER J. WARCHOL
CHIEF OF POLICE

TOWN OF NORTHBRIDGE
DEPARTMENT OF POLICE

1 HOPE STREET, WHITINSVILLE, MA 01588
www.northbridgepolice.com
TEL (508) 234-6211 • FAX (508) 234-9021



TIMOTHY LABRIE
LIEUTENANT

RECEIVED

MAR 20 2013

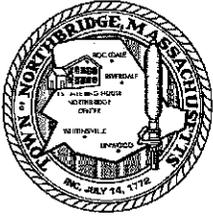
Northbridge Town Manager

To: Northbridge Board of Selectmen
From: Walter J. Warchol, Chief of Police
Subject: Temporary Moratorium for Medical Marijuana Treatment Centers
Date: March 20, 2013

As Chief of Police for the Town of Northbridge, I strongly support the zoning amendment to establish a temporary moratorium for Medical Marijuana Treatment Centers in the Town of Northbridge.

The Office of the MA Attorney General has recently ruled that cities and towns in the Commonwealth of Massachusetts cannot enact local bans on Medical Marijuana Treatment Centers, but may regulate such centers through local zoning regulations. The State Department of Public Health is expected to issue regulations regarding the implementation of Medical Marijuana Treatment Centers in April.

This moratorium would allow the Town of Northbridge a reasonable amount of time to review the potential impacts of medical marijuana and review regulations issued by the State Department of Public Health. This moratorium would allow the Town of Northbridge to make an informed decision regarding the adoption of zoning bylaws to address Medical Marijuana Treatment Centers.



TOWN OF NORTHBRIDGE
BOARD OF HEALTH

Aldrich School Town Hall Annex - 14 Hill Street
Whitinsville, MA 01588
Phone# (508) 234-3272 Fax# (508) 234-0821

MEMORANDUM

March 21, 2013

To: Daniel Nolan, Chairman, Board of Selectmen

From: Paul R. McKeon, Chairman, Board of Health

Subject: **Medical Marijuana Treatment Centers – Moratorium – Zoning Amendment Article**

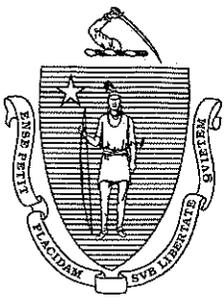
Please be advised that the Northbridge Board of Health, at a meeting held March 19, 2013, voted unanimously to support the Zoning Amendment Article being proposed for the Spring Annual Town Meeting to establish a *temporary moratorium on Medical Marijuana Treatment Centers*.

A temporary moratorium will provide this Board with the opportunity to review the Massachusetts Department of Public Health regulations expected to be promulgated in May of 2013 prior to the citing of any treatment facilities in the Town of Northbridge. Since these centers may elect to sell food products containing marijuana, this office will need to, at a minimum, conduct a review of the facility plans and determine their eligibility to receive a food establishment permit.

If you wish to discuss this matter further with the Board, please do not hesitate to contact me.

/jmg

C: Theodore Kozak, Town Manager
Northbridge Planning Board



THE COMMONWEALTH OF MASSACHUSETTS
STATE RECLAMATION & MOSQUITO CONTROL BOARD

CENTRAL MASSACHUSETTS MOSQUITO CONTROL PROJECT

111 Otis Street, Northborough, MA 01532 - 2414
Telephone (508) 393-3055 • Fax (508) 393-8492
www.cmmcp.org



COMMISSION CHAIRMAN
RICHARD DAY

EXECUTIVE DIRECTOR
TIMOTHY D. DESCHAMPS

March 18, 2013

Town of Northbridge
Board of Health
Memorial Square
Whitinsville, MA 01588

In 2010 the State Reclamation & Mosquito Control Board (SRB) implemented a new budget policy requiring the Mosquito Control Districts (the Districts) to have a public meeting each year. Part of this policy required the Districts to post a legal notice in a newspaper, post a notice in the Environmental Monitor, as well as mail specific information to each member city and town's Chief Administrative Officer and Finance Committee – we held our FY/14 budget meeting on January 9, 2013 at the Northboro Free Library.

A revision to this policy for 2012 is the requirement that the Districts send out Form SRB-3 (enclosed) to member cities and towns asking for a show of support or non-support for the Districts budget request. Upon receiving these forms, the SRB will use the information gathered to determine the feasibility of each District's budget request and vote to accept, deny or modify the budget request. SRB has stated that the Chief Executive Officer may designate someone other than him/herself to sign this form. I am sending this information to you because we work through your Board, and I would expect that the Chief Executive Officer, Chair of the Selectmen, Town Administrator, etc. may call upon you for your input. If possible, I ask you to please bring this to their attention to allow facilitation of this form back to our office.

Form SRB-3 is due into SRB by April 15, 2013. I have also included Form SRB-1 which outlines each member city and towns' assessment and proportionate share of our budget. If you have any questions please do not hesitate to call me at (508) 393-3055 or e-mail me at deschamps@cmmcp.org. Thank you for your assistance and attention to this matter.

Sincerely,

Timothy D. Deschamps
Executive Director

Enclosures

The below chart lists the estimated cherry sheet assessments for F/Y 14 based on the preliminary proposed District budget.

Name of Municipality	Percentage of Total Budget	Dollar Amount to be Deducted from Local Aid Distribution
ACTON	3.15%	\$59,610
ASHLAND	1.93%	\$36,477
AUBURN	2.17%	\$40,944
AYER	1.23%	\$23,241
BERLIN	1.54%	\$29,073
BILLERICA	4.26%	\$80,530
BLACKSTONE	1.42%	\$26,890
BOXBOROUGH	1.38%	\$26,051
BOYLSTON	1.89%	\$35,658
CHELMSFORD	3.75%	\$70,852
CLINTON	0.93%	\$17,652
DRA CUT	3.05%	\$57,596
FITCHBURG	3.65%	\$69,058
HOLLISTON	2.56%	\$48,353
HOPEDALE	0.74%	\$14,017
HOPKINTON	3.64%	\$68,751
HUDSON	1.87%	\$35,430
LANCASTER	3.20%	\$60,478
LEOMINSTER	4.07%	\$76,929
LITTLETON	2.18%	\$41,219
LUNENBURG	3.17%	\$59,934
MARLBOROUGH	3.59%	\$67,821
MILFORD	2.40%	\$45,288
MILLBURY	2.07%	\$39,127
MILLVILLE	0.61%	\$11,503
NATICK	3.42%	\$64,728
NORTHBOROUGH	2.65%	\$50,011
NORTHBRIDGE	2.26%	\$42,785
SHERBORN	2.02%	\$38,149
SHREWSBURY	3.51%	\$66,310
SOUTHBOROUGH	2.11%	\$39,968
STOW	2.21%	\$41,757
STURBRIDGE	4.36%	\$82,328
TEWKSBURY	3.28%	\$61,977
UXBRIDGE	3.58%	\$67,715
WEBSTER	1.78%	\$33,608
WESTBOROUGH	3.15%	\$59,636
WESTFORD	4.32%	\$81,621
WILMINGTON	2.79%	\$52,795

State Reclamation and Mosquito Control Board
Budget Notification and Compliance Certification Policy

DECLARATION OF SUPPORT OR NO SUPPORT OF MOSQUITO CONTROL FUNDING FOR FY 2014

Declaration

I, _____ the chief executive officer of Town/City of _____
(Print Name/ and Sign Name) (Please Print)
hereby designate _____ to sign this declaration.
(Print Name)

(Please check applicable box below)

- Support
- Do Not Support

the preliminary mosquito control budget proposed and this municipality's estimated proportionate share thereof, expressed both as a percentage and as a dollar amount as provided to this municipality in compliance with the State Reclamation and Mosquito Control Board Budget Notification and Compliance Certification Policy .

Name: _____
(Please Print)

Signature: _____

Position: _____

Date: _____

Both a copy and the original declaration should be submitted to the district who will forward all member communities' declarations to the State Reclamation and Mosquito Control Board no later than April 15th

March 20, 2013

Michael D. Peterson, Chairman
Blackstone Valley Regional Vocational Technical School District School Committee
65 Pleasant Street
Upton, MA 01568

Dear Chairman Peterson:

On behalf of the Northbridge Board of Selectmen, I am writing in regards to the Blackstone Valley Regional School District's new proposal for a renovation project that will allow for new Chapter 74-approved programs, the renovation of existing spaces, as well as provide additional academic and support classrooms, laboratories and to enhance security, all of which would allow 50 to 200 new students.

We appreciate the district's efforts to enhance the programs at your facility and also try to address the needs for Chapter 74 out-of-district tuition costs our communities are obligated to support, but we do need a better understanding of the proposed changes to your program and how it will help our community.

Since this program is not intended to be in operation until FY 2016 we would ask that the capital cost obligation be postponed until a later date to give our communities more time to understand its value.

It has also come to our attention that by the regional school district voting to authorize the debt on March 7, 2013, that communities belonging to the district only have 60 days to hold a town meeting to express disapproval of the amount authorized by the debt and failure to act within that time period would be considered an approval of the debt obligation, which may have not been the wish of the town meeting.

The only way to determine if the voters would approve or disapprove this proposal would be to hold a special town meeting prior to our regularly scheduled town meeting, which would be both costly and a large inconvenience to our community.

For this reason, we respectfully request that the regional school district vote to rescind the action and provide more education of its merits to our community. Upon this process, if the regional

school district determines it is a project they want to see go forward please resubmit it for our next year's town meeting warrant within a timeline our community would be able to provide a yes or no vote on the project.

Thank you for your consideration in this matter.

Sincerely,

Theodore D. Kozak
Town Manager

TDK/sls

c: Jeff Koopman, Northbridge Representative
Dr. Michael Fitzpatrick, Superintendent

**School Committee
Members**

Joseph M. Hall, Bellingham
William J. Pontes, Blackstone
John C. Lavin, III, Douglas
Anthony M. Yitts, Grafton
Paul M. Yanovitch, Hopedale
Michael D. Peterson, Mendon
Arthur E. Morin, Jr., Milford
Chester P. Hanratty, Jr., Millbury
Gerald M. Finn, Millville
Jeff T. Koopman, Northbridge
Mitchell A. Intinarelli, Sutton
Kenneth M. Pedersen, Jr., Upton
James H. Ebbeling, Uxbridge



**Blackstone Valley
Vocational Regional
School District**

65 Pleasant Street
Upton, MA 01568-1499

(508) 529-7758
Fax # (508) 529-3079

E-mail:
mfitzpat@valleytech.k12.ma.us

**Dr. Michael F. Fitzpatrick
Superintendent-Director**

MEMORANDUM

TO: Blackstone Valley Vocational Regional District School Committee

FROM: Dr. Michael F. Fitzpatrick
Superintendent-Director

RE: Recently Proposed New Debt with Delayed Impact

DATE: March 20, 2013

Given the benefit of feedback from several of our District Town Managers, I recommend a delay in our March 7, 2013 \$2,900,000 debt package. At least some of our member communities have scheduled town meetings beyond the sixty-day (60) time limit to act on our request as prescribed by the Commonwealth. Like a "School Choice" vote, the absence of action translates into a favorable or forced authorization.

It has never been Valley Tech's intent to advance an endeavor in the manner referenced above. Additionally, we certainly do not wish to see any member community expend its limited funds on a special town meeting solely to address our debt request.

For the reasons cited, I recommend that we encourage member towns, which have included our debt wording within their warrant, to pass over that article. Kindly anticipate my request to rescind the previous debt vote during our April 4, 2013 School Committee meeting.

My recommendation should be viewed as a delay to accommodate the best interests of the communities we serve. The merit and logic of our original vote should not be impacted by this consideration.

C: District Board of Selectperson Chairs
District Town Managers
District Finance Committee Chairs
BVT District Treasurer

TOWN MANAGER'S REPORT – March 25, 2013

- 1) **Legislative Breakfast:** Received an update on the financial status for the FY14 State budget. The Mass. Municipal Association suggests caution that the Governor's budget may not be funded as he proposed.

- 2) **Regional Stormwater Meeting:** Attended a regional stormwater meeting for 17 communities who are participating in a grant to assist with the Environmental Protection Agency requirements for our communities.

- 3) **Solar Committee Update:** The Solar Committee is reviewing new proposals for the community, which will include sites that are owned by the town as well as other net metering proposals.

- 4) **Ross Rajotte Bridge Update:** The lane work has been completed on the west side and now work has begun on the east side.