

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
NORTHBRIDGE TOWN HALL
7 MAIN STREET - WHITINSVILLE, MA 01588
April 22, 2019 at 7:00 PM
REVISED**

PLEDGE OF ALLEGIANCE

- I. APPROVAL OF MINUTES:** A. 1) April 3, 2019[Special meeting] 2) April 10, 2019[Special meeting]
- II. PUBLIC HEARING: 7:05 B.** Jonathan Shenian, Cappy's Automotive, 1164 Main Street, Whitinsville, MA 01588/Application for a Class II – Used Car Dealer's License [**Present:** Jonathan Shenian]
- III. APPOINTMENTS:** C. Joanna Schomberg, Disability Commission/**Present:** Bruce Frieswick
- IV. CITIZENS' COMMENTS/INPUT**
- V. DECISIONS:**
- D.** Blackstone Valley Chamber of Commerce/**1)** Request permission to hold the Sidewalk Sale event on Church Street on Saturday, June 15, 2019 from 10 AM to 2 PM; **2)** Request permission to close Church Street on Saturday, June 15, 2019 from 9 AM to 3 PM beginning at Park Street to the intersection of Cross Street; **3)** Request for a one-day entertainment license for June 15, 2019 from 10 AM to 2 PM for a DJ; **5)** Request permission to hang a banner across Church Street from June 9, 2019 to June 16, 2019 to advertise the Sidewalk Sale on June 15, 2019 from 10 AM to 2 PM. **Present:** Kathy Tonry
- E.** Massachusetts Down Syndrome Congress/Request to hold a boot drive on Saturday, August 3, 2019 from 9 AM to 3 PM at Memorial Square and Ovia Square [Rain date: Saturday, August 10, 2019]
Present: Stephanie Bentley
- F.** Family Continuity-No One Walks Alone Walk, Saturday, August 24, 2019 at 10 AM/**1)** Request to use Memorial Park; **2)** Request to hold a road race beginning at Memorial Park, walking to the Police Station, 1 Hope Street, Whitinsville, and back to Memorial Park; **3)** Request for a one-day Entertainment License/**Present:** Craig Maxim
- G.** Mikes Vending, LLC, 360 Main Street, Whitinsville [Lovey's]/Application for a Common Victualer's Application/**Present:** Michael Griffin
- H.** Open Sky Community Services [formerly Alternatives]/Request to hang a banner across Church Street from Wednesday, May 22 to Sunday, June 2 to advertise their 34th Annual Valley Friendship Tour
- I.** Armenian Apostolic Church/Request to hang a banner across Church Street from Sunday, August 4, 2019 to Sunday, August 18, 2019 to advertise their Annual Picnic event to be held on Sunday, August 18, 2019
- J.** Host Community Agreement for The Botanist [**Present:** Phil Silverman, Attorney, The Botanist; Christopher Tolford, The Botanist and Town Counsel – Jonathan Silverstein, KP Law]
- K.** Northbridge I and II Solar Projects / Vote to sign PILOTS as negotiated by the Town Manager
- L.** Annual Town Election [May 21, 2019] / Vote to sign warrant
- M.** 2019 Annual License Renewals [Junk Dealers, Bowling & Billiards] / Vote to approve subject to the payment of all monies due the Town
- VI. DISCUSSIONS**
- N.** Community Forum for a Recreational Marijuana (Cultivation) Facility – The Botanist proposed location is Riverdale Street [**Present:** Phil Silverman, Attorney, The Botanist; Christopher Tolford, The Botanist and Town Counsel – Jonathan Silverstein, KP Law]
- VII. TOWN MANAGER'S REPORT**
- VIII. SELECTMEN'S CONCERNS**
- IX. ITEMS FOR FUTURE AGENDA**
- X. CORRESPONDENCE**
- XI. EXECUTIVE SESSION**

Town Clerk: 2 Hard copies	<input type="checkbox"/>
Web: Post time-stamped copy	<input type="checkbox"/>

THIS AGENDA IS SUBJECT TO CHANGE

**SPECIAL BOARD OF SELECTMEN'S MEETING
April 3, 2019**

A meeting of the Board of Selectmen was called to order by Chairman Thomas Melia at 6:00 PM, Northbridge Town Hall, 7 Main Street, Whitinsville, MA. Present: Board Members: Ampagoomian, Cannon, and Melia. Selectmen Athanas and Selectmen Nolan were absent, and it is duly noted. Also Present: Adam D. Gaudette, Town Manager and Finance Committee Members: Plato Adams, Jim Barron, Rick Flamand, Steve Gogolinski, Jill Meagher and Chris Pilla.

The Pledge of Allegiance was recited by those present.

A. Town Meeting Warrant Articles: The Board of Selectmen held a discussion with the Finance Committee in regards to the proposed Lasell Field turf project. No votes were taken.

A motion/Mr. Ampagoomian, seconded/Mrs. Cannon to adjourn the public meeting. Vote yes/Board Members: Ampagoomian, Cannon, and Melia.

Meeting Adjourned: 7:25 PM

Respectfully submitted,

Charlie Ampagoomian, Member

/mjw

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING - OPEN SESSION

April 3, 2019

- I. OPEN MEETING**
- II. DISCUSSIONS: A. Town Meeting Warrant Articles**
 - Documentation is filed with the Finance Committee as the Board of Selectmen attended their meeting for this portion
- III. ADJOURN**

SPECIAL BOARD OF SELECTMEN'S MEETING April 10, 2019

A meeting of the Board of Selectmen was called to order by Chairman Thomas Melia at 5:30 PM, Northbridge Town Hall, 7 Main Street, Whitinsville, MA. Present: Board Members: Ampagoomian, Athanas, Cannon, Melia and Nolan. Also Present: Adam D. Gaudette, Town Manager.

The Pledge of Allegiance was recited by those present.

A. Annual Town Election [May 21, 2019]/Vote to place Question(s) on the Annual Town Election Ballot – Turf Field Project Debt/Capital Exclusion. Chairman Melia read the ballot question aloud. Selectman Athanas stated that he has received concerns from resident Barry Gallant in regards to the chemicals used in the turf field pellets which can be harmful. It was stated that the pellets are now coated and no longer are made using harmful chemicals and is a better product, making his concern outdated. Chairman Melia stated that the friends of Lasell Field will have someone present and prepared to discuss the issue at the May 7, 2019 Spring Annual Town Meeting. Chairman Melia continued stating that the new turf, if passed, would be no worse than what is currently there and would be an improvement. A vote/Mr. Athanas, seconded/Mr. Ampagoomian to place the Turf Field Debt/Capital Exclusion question on the May 21, 2019 Annual Town Election Ballot. Vote yes/Board members: Ampagoomian, Athanas, Cannon, Melia and Nolan.

A motion/Mr. Ampagoomian, seconded/Mr. Athanas to adjourn the public meeting. Vote yes/Board Members: Ampagoomian, Cannon, and Melia.

Meeting Adjourned: 5:52 PM

Respectfully submitted,

Daniel Nolan, Clerk

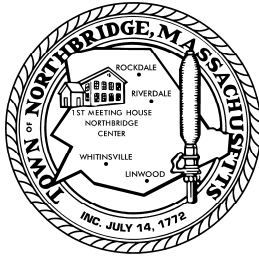
/mjlw

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING - OPEN SESSION

April 10, 2019

- I. OPEN MEETING**
- II. DECISIONS: A.** Annual Town Election [May 21, 2019]/Vote to place Question(s) on the Annual Town Election Ballot – Turf Field Project Debt/Capital Exclusion
-Copy of ballot question
- III. ADJOURN**



**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**

B.

**Adam D. Gaudette
Town Manager**

April 10, 2019

Via Email: legalnotices@telegram.com

Telegram & Gazette (LEGALS)

To Whom It May Concern:

Please place the following Legal Notice in the Telegram & Gazette for **Monday, April 15, 2019:**

**TOWN OF NORTHBRIDGE
PUBLIC NOTICE**

Notice is hereby given under Chapter 140, Section 59 of the MGL's, that the Northbridge Board of Selectmen will hold a Public Hearing on **Monday, April 22, 2019 at 7:05 PM**, in the Selectmen's Meeting Room, Northbridge Town Hall, 7 Main Street, Whitinsville, MA to consider the application of Cappy's Automotive, 1164 Main Street, Whitinsville, MA 01588 [Jonathan Shenian] for a Class II License to buy/sell used cars.

Northbridge Board of Selectmen
Thomas Melia, Chairman
April 15, 2019

Please send bill to: Northbridge Town Hall
Town Manager's Office
7 Main Street
Whitinsville, MA 01588

Sincerely,

Melissa Wetherbee

Melissa Wetherbee
Sr. Admin. Assist./HR Asst.

c: Jonathan Shenian
Abutters [Via Certified Mail]

TOWN _____ Of _____ NORTHBRIDGE _____

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE
OR ASSEMBLE SECOND HAND MOTOR VEHICLESOR PARTS THEREOF * Zoning Board special permit
allows upto 20 vehicles

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a Class II license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? Opening a used car dealership
on said Property, ~~the~~

Business address of concern. No. 1164 Main St.,
Whitinsville City — Town.

2. Is the above concern an individual, co-partnership, an association or a corporation?
Individual

3. If an individual, state full name and residential address.

Jonathan Shenian 121 Franklin St.
Douglas MA 01516

4. If a co-partnership, state full names and residential addresses of the persons composing it.

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President

Secretary

Treasurer

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? Yes

If so, is your principal business the sale of new motor vehicles? No

Is your principal business the buying and selling of second hand motor vehicles? Yes

Is your principal business that of a motor vehicle junk dealer? No

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

IT is A 1.1 Acre Parcel w/ A House To Be
used as an office to carry out The Business of
selling used cars, Property is Zoned B-3 & is
NOT Being used for anything @ this Time.

8. Are you a recognized agent of a motor vehicle manufacturer? No

(Yes or No)

If so, state name of manufacturer

9. Have you a signed contract as required by Section 58, Class 1?

(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? Yes

(Yes or No)

If so, in what city - town Northbridge

Did you receive a license? Yes

(Yes or No)

For what year?

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts
thereof ever been suspended or revoked? No

(Yes or No)

Sign your name in full.....

(Duly authorized to represent the concern herein mentioned)

Residence 121 Franklin St. Douglas, MA 01516

IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE
STATEMENTS HEREIN MAY RESULT IN THE REJECTION OF YOUR APPLICATION OR THE
SUBSEQUENT REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the
application with the registrar. (See Sec. 59)

APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application after investigation.....
(Approved or Disapproved)

License No. Granted....., 20.....

Fee \$ 50.00

Signed: _____

CHAPTER 140 OF THE GENERAL LAWS, TER. ED., WITH AMENDMENTS THERETO (EXTRACT)

SECTION 57. No person, except one whose principal business is the manufacture and sale of new motor vehicles but who incidentally acquires and sells second hand vehicles, or a person whose principal business is financing the purchase of or insuring motor vehicles but who incidentally acquires and sells second hand vehicles, shall engage in the business of buying, selling, exchanging or assembling second hand motor vehicles or parts thereof without securing a license as provided in section fifty-nine. This section shall apply to any person engaged in the business of conducting auctions for the sale of motor vehicles.

SECTION 58. Licenses granted under the following section shall be classified as follows:

Class 1. Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter and of rules and regulations made in accordance therewith applicable to holders of licenses of class 2.

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license.

Class 3. Any person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding the same, or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts, may be granted a motor vehicle junk license.

SECTION 59. The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section which shall expire on January first following the date of issue unless sooner revoked. The fees for the licenses shall be fixed by the licensing board or officer, but in no case shall exceed \$100 dollars. Application for license shall be made in such form as shall be approved by the registrar of motor vehicles in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to such application, such application shall be made in duplicate, which duplicate shall be filed with the registrar. No such license shall be granted unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they may require of the applicant, that he is a proper person to engage in the business specified in section fifty-eight in the classifications for which he has applied, that said business is or will be his principal business, and that he has available a place of business suitable for the purpose. The license shall specify all the premises to be occupied by the licensee for the purpose of carrying on the licensed business. Permits for a change of situation of the licensed premises or for addition thereto may be granted at any time by the licensing board or officer in writing, a copy of which shall be attached to the license. Cities and towns by ordinance or by-law may regulate the situation of the premises of licensees within class 3 as defined in section fifty-eight, and all licenses and permits issued hereunder to persons within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No license or permit shall be issued hereunder to a person within said class 3 until after a hearing, of which seven days' notice shall have been given to the owners of property abutting on the premises where such license or permit is proposed to be exercised. All licenses granted under this section shall be revoked by the licensing board or officer if it appears, after hearing, that the licensee is not complying with sections fifty-seven to sixty-nine, inclusive, or the rules and regulations made thereunder; and no new license shall be granted to such person thereafter, nor to any person for use on the same premises, without the approval of the registrar. The hearing may be dispensed with if the registrar notifies the licensing board or officer that a licensee is not so complying. Any person aggrieved by any action of the licensing board or officer refusing to grant, or revoking a license for any cause may, within ten days after such action appeal therefrom to any justice of the superior court in the county in which the premises sought to be occupied under the license or permit applied for are located. The justice shall, after such notice to the parties as he deems reasonable, give a summary hearing on such appeal, and shall have jurisdiction in equity to review all questions of fact or law and may affirm or reverse the decision of the board or officer and may make any appropriate decree. The decision of the justice shall be final.

**APPLICATION FOR A LICENSE TO BUY, SELL,
EXCHANGE OR ASSEMBLE SECOND HAND
MOTOR VEHICLES OR PARTS THEREOF**

APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application No.

Class.....

License No.

Name

Street and No.

City - Town

Date Issued

Remarks.....

.....

.....

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.....

.....

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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: CAPPY'S Automotive

Address: 84 SUTTON ST.

City/State/Zip: Northbridge, MA 01534 Phone #: 508-517-6539

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: Jonathan Hanian Date: 22 Jun 18

Phone #: 508-517-6539

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: MELISSA WETHERBEE, ADM. ASST. Phone #: 508-234-2095

Shelves

DESK
Computer

Front
Door

16' 4"

3'

8' 6"

9' 8"

6' 7"

Cellar
Stairs

Down

Kitchen
Stairs

Up

30"

Massachusetts



Western Surety Company

SECOND HAND MOTOR VEHICLE DEALER BOND

(Mass. Gen. Laws Ann. 140, § 58(c))

Bond No. 62187732

KNOW ALL PERSONS BY THESE PRESENTS:

Effective Date: October 13th, 2014

That we, Jonathan Shenian,
as Principal, and WESTERN SURETY COMPANY, a corporation authorized to do surety business in the Commonwealth of Massachusetts, as Surety, are held and firmly bound unto persons who purchase a vehicle from the Principal and who suffer loss on account of a breach of the condition of this bond described below, in the sum of not to exceed TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), for the payment of which well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

WHEREAS, the Principal is a second hand motor vehicle dealer and is required to furnish a bond or equivalent proof of financial responsibility pursuant to Mass. Gen. Laws Ann. 140, § 58(c)(1).

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay the amount of actual damages, not to exceed the amount of this bond, to any person who purchases a vehicle from the Principal and who suffers loss on account of: (a) the Principal's default or nonpayment of valid bank drafts, including checks drawn by the Principal for the purchase of motor vehicles; (b) the Principal's failure to deliver, in conjunction with the sale of a motor vehicle, a valid motor vehicle title certificate free and clear of any prior owner's interests and all liens, except a lien created by or expressly assumed in writing by the buyer of the vehicle; (c) the fact that the motor vehicle purchased from the Principal was a stolen vehicle; (d) the Principal's failure to disclose the vehicle's actual mileage at the time of sale; (e) the Principal's unfair and deceptive acts or practices, misrepresentations, failure to disclose material facts or failure to honor a warranty claim or arbitration order in a retail transaction; or (f) the Principal's failure to pay off a lien on a vehicle traded in as part of a transaction to purchase a vehicle when the Principal had assumed the obligation to pay off the lien, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, that recovery against this bond may be made only by a person who obtains a final judgment in a court of competent jurisdiction against the Principal for an act or omission on which this bond is conditioned, if the act or omission occurred during the term of this bond. No suit may be maintained to enforce any liability on this bond unless brought within one (1) year after the event giving rise to the cause of action. This bond shall cover only those acts and omissions described above. The Surety shall not be liable for total claims in excess of the bond amount, regardless of the number of claims made against this bond or the number of years this bond remains in force.

This bond shall be continuous and may be cancelled by the Surety by giving thirty (30) days' written notice of cancellation to the municipal licensing authority at
One Ashburton Place, Boston, MA 02108

by First Class U.S. Mail.

Address

Dated this 27th day of October, 2014.



_____, Principal

By: _____

WESTERN SURETY COMPANY, Surety

By: Paul T. Bruflat

Paul T. Bruflat, Senior Vice President



Adam D. Gaudette
Town Manager

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

Date: **April 11, 2019**

To: Walter Warchol, Police Chief
From: Melissa Wetherbee, Administrative Assistant
Re: Class II License (Used Car Dealer)

Name(s): Jonathan Shenian Sr.

Address: 121 Franklin Street

City, ST, Zip: Douglas, MA 01516

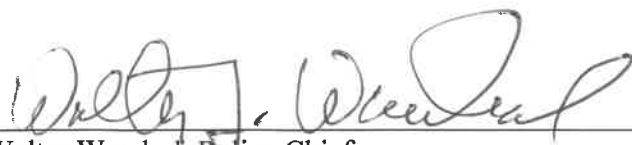
Telephone: 508-517-6539

Has requested a Class II License to:

buy/sell second hand vehicles
(purpose)

Cappy's Automotive, 1164 Main Street, Whitinsville, MA 01588
(location)

Please inspect the above premises and determine whether or not the floor plan is the same as submitted with the license application. See attached application and floor plan.


Walter Warchol, Police Chief

4-11-19
Date




**TOWN OF NORTHBRIDGE
OFFICE OF THE INSPECTOR OF BUILDINGS**

**14 Hill Street
Whitinsville, MA 01588
(508) 234-6577
Fax# (508) 234-0821**

MEMORANDUM

DATE: April 19, 2019

TO: Melissa Wetherbee, Sr. Adm. Asst.
Board of Selectmen

FROM: James Sheehan, Jr., Inspector of Buildings 

RE: Cappy's Automotive

The applicant will need a certificate of occupancy and compliance with the approved Site Plan before he can sell used motor vehicles. Please contact me if you should have any additional questions.

NTM License Slips

Row 7

Current Status On Selectmen's Agenda for 4.22.19

Done ☐

License ID: NTM#16055

License Type: Class II Used Car Dealer

Description: Opening a used car dealership (second hand) at 1164 Main St., Whitinsville MA

Business: Cappy's Automotive

Applicant: Johnathan Shenian

Address: Business Address: 1164 Main Street

Approval Target 07/12/18

Slip Started on: 07/09/18 6:51 PM

**PLANNING
Approve:** ☒

**PLANNING
Comments:** Planning Board Approved Site Plan & issued Special Permit(s) for RT 146 Overlay District & Aquifer Protection Zone 2

**POLICE
Approve:** ☒

**POLICE
Comments:** Has had a prior Class II Used Car Dealer License in Northbridge with no issues; do not anticipate any problems with the new location

FIRE Approve: ☒

**FIRE
Comments:**

**BUILDING
ZONING
Approve:** ☐

**BUILDING
ZONING
Comments:** Required: Special Permit from ZBA, Site Plan from Planning Board, Special Permit from Planning Board for 146 Overlay, building permit to convert single family to commercial use, compliance with Aquifer Protection District.

**CONSERVATION
Approve:** ☒

**CONSERVATION
Comments:** The Conservation Commission has issued a Determination of Applicability on this site.

HEALTH
Approve: ☒

HEALTH
Comments:

ASSESSORS
Approve: ☒

ASSESSORS
Comments:

TREASURER
COLLECTOR
Approve: ☒

TREASURER
COLLECTOR
Comments:

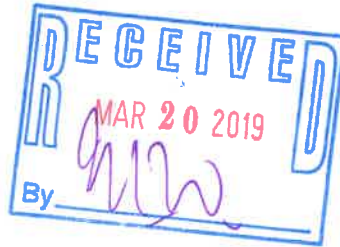


TOWN OF NORTHBRIDGE
PLANNING BOARD
7 MAIN STREET
WHITINSVILLE, MASSACHUSETTS 01588

PHONE: (508) 234-2447

FAX: (508) 234-0821

March 14, 2019



Doreen A. Cedrone, Town Clerk
Town of Northbridge
7 Main Street, Whitinsville, MA 01588

CERTIFICATE OF APPROVAL:

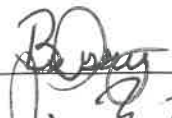
SITE PLAN REVIEW – CAPPY’S AUTOMOTIVE (1164 MAIN STREET)

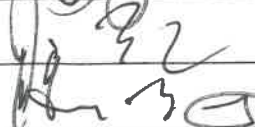
Title of Plan: “Cappy’s Automotive 1164 Main Street”
Owner/Applicant: Jonathan Shenian, Douglas, MA
Prepared By: Andrews Survey & Engineering, Inc.
Engineer: Richard M Mainville PE No. 28323
Dated: January 11, 2019 (& revised through March 12, 2019)
Property Location: 1164 Main Street -Assessor Map 1 Parcel 113
Zoning District: Business-Three (B3)
Aquifer Protection District (Zone II) & Route 146 Overlay District

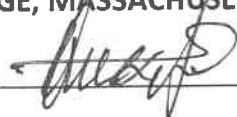
Dear Ms. Cedrone:

Please be advised at its meeting of Tuesday, March 12, 2019 the Planning Board, upon motion duly made (H. Berkowitz) and seconded (J. Berkowitz) voted (5-0) to APPROVE WITH CONDITIONS the above referenced site development plan for the redevelopment of 1164 Main Street from a single-family residence to a used car sales establishment for up to twenty (20) vehicles as permitted and granted in Special Permit decision [11-SP-2018) issued by the Zoning Board. Conditions of Approval are listed on pages 2-5, attached hereto.

NORTHBRIDGE PLANNING BOARD – NORTHBRIDGE, MASSACHUSETTS







March 20, 2019
(Date)

Cc: **Town Manager/BOS**
J. Sheehan, Building Inspector
J. Howland, JH Engineering
Conservation Commission
Planning Board

J. Shuris, DPW Director
Chief White, NFD
Board of Health
DPW –Sewer Division
/File

Applicant/Engineer
Chief Warchol, NPD
Building Department
Whitinsville Water Company

CONDITIONS OF APPROVAL – CAPPY'S AUTOMOTIVE, 1164 MAIN STREET

In granting APPROVAL WITH CONDITIONS, the Planning Board has taken into consideration the standards for review set forth and described in the Town of Northbridge Zoning Chapter 173 §173-49.1 [Site plan review by Planning Board]; including Article XIII -Aquifer Protection District (Zone II) and Article XVI -Route 146 Overlay District.

The Planning Board opened its public hearing for 1164 Main Street on Tuesday, March 12, 2019 and concluded same on Tuesday, March 12, 2019.

- Pursuant to Section 173-49.1 B (2) [Application and review procedure], the Planning Board engaged the services of JH Engineering Group, LLC to perform engineering consulting services on its behalf. A Review & Inspection Account specific to the project has been established; remaining funds, if any shall be returned to the Owner/Applicant upon completion of the site development.
- Reference is made to the following documents and correspondence received by the Planning Board from the Applicant/Engineer: Application for Site Plan Review dated January 17, 2019; Special Permit Application dated January 18, 2019 (Aquifer Protection & RT 146 Overlay); Site Development Plan prepared by Andrews Survey & Engineering dated January 11, 2019 entitled **"Cappy's Automotive 1164 Main Street"** consisting of two (2) plan sheets (C-1.1 & C-1.2); Stormwater Management Narrative prepared by Andrews Survey & Engineering, Inc., dated January 15, 2019; and Andrews Survey & Engineering, Inc. response letter dated March 01, 2019.
- Reference is made to the following documents and correspondences received by the Planning Board: Review Report Form dated January 29, 2019; Site Plan Review Checklist prepared January 29, 2019; JH Engineering Group review/report dated February 18, 2019; Conservation Commission (Agent) memorandum dated February 27, 2019; Whitinsville Water Company letter dated March 04, 2019; Board of Health memorandum dated March 06, 2019; Office of the Inspector of Buildings dated March 11, 2019; and Conservation Commission (Agent) review/report issued March 13, 2019.
- The Site Development Plan approval shall be subject to Special Permit for Aquifer Protection District (Zone II) issued by the Planning Board and Special Permit for Route 146 Overlay District issued by the Planning Board dated March 14, 2019.

CONDITIONS OF APPROVAL:

1. Owner/Applicant shall comply with all applicable laws, bylaws, rules, regulations, and codes and obtain all the necessary permits and approvals; including but not limited to blasting, water/sewer, street excavation, and/or access to public-way (curb cut), if so required.
2. Planning Board Site Plan Approval shall be subject to recommendations identified by the NORTHBRIDGE SAFETY COMMITTEE, if any (March 05, 2019).

3. Planning Board Site Plan Approval shall be subject to conditions, if any imposed by the NORTHBRIDGE CONSERVATION COMMISSION.
4. Planning Board Site Plan Approval shall be subject to conditions, if any imposed by the NORTHBRIDGE BOARD OF SELECTMEN regarding licensing for auto sales dealership for up to twenty (20) vehicles.
5. No loading/unloading of vehicles shall be permitted on Main Street. Vehicle parking shall be setback a minimum of 15-feet from the road in accordance with zoning and to promote sightline visibility along its frontage.
6. Any illumination, including security lighting shall be arranged so as to reflect away from abutting properties. Said lighting shall be directed in a manner to avoid glare onto adjacent properties and limit the amount of light trespass onto the abutting properties.
7. Signage associated with the site development shall comply with the Northbridge Zoning Bylaws [Article VII –Signs]; PRIOR TO ISSUANCE OF BUILDING PERMIT the project sign (monument-style) shall be reviewed and approved by the Planning Board.
8. PRIOR TO ENDORSEMENT the Site Development Plan shall be revised addressing the following:
 - a) Reference to Planning Board Certificate of Approval (Site Development Plan);
 - b) Reference to Planning Board Special Permit [Aquifer Protection District];
 - c) Reference to Planning Board Special Permit [Route 146 Overlay District];
 - d) Site Plan Review Checklist prepared January 29, 2019;
 - e) JH Engineering Group review/report dated February 18, 2019; &
 - f) Conditions noted herein.
9. Owner/Applicant shall coordinate Road Opening/Curb Cut Permits with the Department of Public Works –Highway Division (508-234-3581). Site Contactor shall work with the DEPARTMENT OF PUBLIC WORKS to ensure that water/sewer services are installed properly.
10. Owner/Applicant shall coordinate installation of the water service(s) with the Whitinsville Water Company (508-234-7358). Owner/Applicant shall coordinate installation of sewer service(s) with the Department of Public Works –Sewer Division (508-234-2154); materials to be used shall be sized and installed to the specifications of the Sewer Department.
11. Prior to construction the test pits be witnessed by the Planning Board or their designated agent with the results submitted to the Planning Board. if the field test pit results differ from the anticipated results, the infiltration basin(s) shall be redesigned based upon the test pit results submitted to the Planning Board for approval. Reference is made to JH Engineering Group review/report dated February 18, 2018 (-see comment #4).
12. Erosion control measures to prevent siltation into wetlands, neighboring properties and roadways during construction shall be implemented. The Erosion Control plan and

documentation submitted shall be implemented and followed during construction. During construction, if these plans are found to be inadequate by the Planning Board or its designee, a new erosion control plan shall be submitted to the Board for review and approval. In the event erosion and sedimentation problems arise during construction, the Planning Board may require that all work cease until measures necessary to ensure prevention are implemented.

13. Prior to ISSUANCE OF BUILDING PERMIT, outstanding invoices, if any for services rendered by JH Engineering Group, LLC shall be satisfied.
14. Prior to ISSUANCE OF A BUILDING PERMIT, the Applicant/Engineer shall submit the following to the Planning Board: five (5) complete prints of the endorsed Site Development Plan, two (2) fifty-percent (50%) reduced prints and one (1) electronic copy.
15. Prior to ISSUANCE OF A CERTIFICATE OF OCCUPANCY, all conditions of approval noted herein shall be satisfied. Project Engineer shall provide the Planning Board and BUILDING INSPECTOR with a letter describing status of site improvements. The Project Engineer shall provide the Planning Board written certification/verification that drainage system has been constructed as approved and working as designed. Said documentation shall be in the form of a letter signed/stamped by a Professional Engineer certifying and demonstrating that the drainage system has been constructed as approved and working as designed. Copy of same shall be provided to the Building Inspector, Department of Public Works and Conservation Commission.
16. In order to secure the completion of landscaping shown on the approved plan, the Owner/Applicant may post a PERFORMANCE BOND in an amount to be reasonably determined by the Planning Board. Such bond shall be posted with the Town Treasurer and shall be released upon certification by the Planning Board that all required landscaping improvements associated with this Certificate of Approval have been satisfied. In the event any landscaping does not survive the Owner/Applicant shall be responsible for its replacement; within 60-days of notice from the Planning Board, unless not feasible or practical due to weather conditions. Failure to comply with this requirement shall result in a violation of this Certificate of Approval.
17. A copy of this Certificate of Approval endorsed Site Development Plan and Conservation Commission Orders of Conditions, if any shall be maintained onsite during construction. The Planning Board and its designee(s) shall be permitted to access the project site for the duration of the project.
18. Changes to the site development either prior to or during construction shall be administered through the Planning Board in accordance with Section 173-49.1 H of the Zoning Bylaw. Any amendments to this CERTIFICATE OF APPROVAL shall require a written description of the proposed modifications submitted to the Planning Board for review/approval. A significant alteration deemed by the Planning Board shall require the filing of a new site plan review.
19. Violation of any condition(s) noted herein or failure to comply with this site plan development approval shall subject the Owner/Applicant to zoning enforcement action in accordance with the remedies set forth in M.G.L. c. 40A and as otherwise provided in the Northbridge bylaws.

20. Pursuant to Section 173-49.1 I (2) of the Northbridge Zoning Bylaw this site plan approval shall lapse in one (1) year, if a substantial use thereof has not commenced, except to good cause, which shall not include such time required to pursue or await the determination of an appeal.

WAIVER:

Based on its finding, the Planning Board WAIVED the Development Impact Assessment; Section 173-49.1 E (2) of the Northbridge Zoning By-Laws. As provided for in Section 173-49.1 E (3) of the Northbridge Zoning By-Law the Planning Board may waive any requirements if it believes that the requirement is not necessary based upon the size and scope of the project.



TOWN OF NORTHBRIDGE

PLANNING BOARD

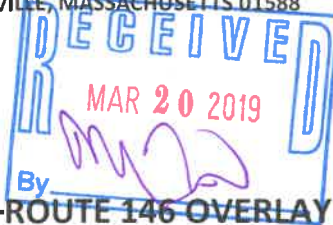
7 MAIN STREET

WHITINSVILLE, MASSACHUSETTS 01588

PHONE: (508) 234-2447

FAX: (508) 234-0821

March 14, 2019



[02-SPP-2019]

SPECIAL PERMIT –ROUTE 146 OVERLAY DISTRICT

1164 MAIN STREET -CAPPY'S AUTOMOTIVE

Please be advised at its meeting on Tuesday, March 12, 2019 the Northbridge Planning Board, Special Permit Granting Authority (SPGA) voted (5-0) to GRANT WITH CONDITIONS pursuant to Article XVI, Route 146 Overlay District of the Town of Northbridge Zoning Bylaw.

Owner/Applicant: Jonathan Shenian, Douglas, MA
Location: 1164 Main Street
Map Parcel ID: Assessor Map 1 Parcel 113
Deed Reference: BK 29493 PG 144
Zoning Provision: Article XVI -Route 146 Overlay District
Zoning District: Business-Three (B3)
Development: Cappy's Automotive
Total Acreage: ±.96 acres

A. PROJECT DESCRIPTION

The Owner/Applicant petitioned the Planning Board (SPGA) for special permit for the redevelopment of 1164 Main Street from a single-family residence to a used car sales establishment for up to twenty (20) vehicles. The subject property is located in the Business-Three (B3) Zoning District, Route 146 Overlay District and within the Aquifer Protection District Zone II.

B. PUBLIC HEARING

Pursuant to Article XVI -Route 146 Overlay District of the Northbridge Zoning Bylaw, the Planning Board is designated as the Special Permit Granting Authority (SPGA). Notice of the public hearing was posted in the Northbridge Town Hall; with proper notice in the local newspaper and delivery to party of interest in accordance with the Northbridge Zoning Bylaws and Massachusetts General Laws.

The Planning Board (SPGA) opened its public hearing on Tuesday, March 12, 2019. After completing the review of submitted material and oral public testimony, the Planning Board closed its hearing of the same on Tuesday, March 12, 2019.

C. FINDINGS

As part of its consideration the Planning Board reviewed the following: Application for Site Plan Review dated January 17, 2019; Special Permit Application dated January 18, 2019 (Aquifer Protection & RT 146 Overlay); Site Development Plan prepared by Andrews Survey & Engineering dated January 11,

2019 entitled “Cappy’s Automotive 1164 Main Street” consisting of two (2) plan sheets (C-1.1 & C-1.2); Stormwater Management Narrative prepared by Andrews Survey & Engineering, Inc., dated January 15, 2019; Andrews Survey & Engineering, Inc. response letter dated March 01, 2019; Review Report Form dated January 29, 2019; Site Plan Review Checklist prepared January 29, 2019; JH Engineering Group review/report dated February 18, 2019; Conservation Commission (Agent) memorandum dated February 27, 2019; Whitinsville Water Company letter dated March 04, 2019; Board of Health memorandum dated March 06, 2019; Office of the Inspector of Buildings dated March 11, 2019; and Conservation Commission (Agent) review/report issued March 13, 2019.

Based on the foregoing and other findings contained herein, the Planning Board hereby finds that the benefits of the proposed project outweigh potential detriments to the neighborhood and the Town of Northbridge.

D. DECISION

In accordance with Section 173-100 B of Article XVI of the Route 146 Overlay District Bylaw, the Planning Board may modify or waive any requirements of the district provisions. In granting modification or waiver, the Board may impose conditions it deems necessary to protect the public interest and to ensure that the development will be consistent with the purpose and intent of the Route 146 Overlay District Bylaw provisions.

The Planning Board considered criteria set forth in the Northbridge Zoning By-Law; in doing so the Planning Board WAIVED REQUIREMENTS of the Route 146 Overlay District Bylaw to allow for the redevelopment of 1164 Main Street from a single-family residence to a used car sales establishment for up to twenty (20) vehicles.

Planning Board hereby issues Special Permit for Cappy’s Automotive (1164 Main Street); Harry Berkowitz made the motion with Abdul Kafal seconding; vote was 5-0 (unanimous) with Brian Massey, Harry Berkowitz, James Berkowitz, Abdul Kafal, and Reiner Forst voting in the affirmative (by roll-call vote). The Route 146 Overlay District Special Permit issued by the Planning Board is shown on plan entitled “Cappy’s Automotive” showing proposed reuse of existing single-family residence for business sales office for up to twenty (20) vehicles.

E. CONDITIONS OF APPROVAL

1. No loading/unloading of vehicles shall be permitted on Main Street. Vehicle parking shall be setback a minimum of 15-feet from the road in accordance with zoning and to promote sightline visibility along its frontage.
2. Signage associated with the site development shall comply with Article VII –Signs; PRIOR TO ISSUANCE OF BUILDING PERMIT the project sign (monument-style) shall be reviewed and approved by the Planning Board.
3. Any illumination, including security lighting shall be arranged so as to reflect away from abutting properties. Lighting shall be directed in a manner to avoid glare onto adjacent properties and limit the amount of light trespass.

4. Special Permit shall be subject to Planning Board site plan review; reference is made to Planning Board Certificate of Approval dated March 14, 2019 for site development plan entitled "Cappy's Automotive 1164 Main Street" prepared by Andrews Survey & Engineering, Inc. dated January 11, 2019 (& revised through March 12, 2019). Reference is also made to Zoning Board Special Permit [11-SP-2018] for used car establishment.

F. NOTE TO TOWN CLERK

The Planning Board should be notified immediately of any appeal to the Superior or Land Court regarding this Special Permit made within the statutory twenty (20) day appeal period. If no appeal is filed with the Office of the Town Clerk, the Planning Board shall be notified at the end of the twenty (20) day appeal period.

PLANNING BOARD –NORTHBRIDGE, MASSACHUSETTS

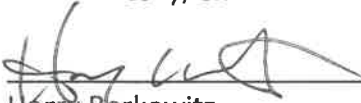
The following members of the Planning Board (Brian Massey, Harry Berkowitz, James Berkowitz, Abdul Kafal & Rainer Forst) voted to GRANT Special Permit subject to the above stated Terms and Conditions described herein [02-SPP-2019]:



Brian Massey, Chairman



Abdul Kafal



Harry Berkowitz

Rainer Forst



James Berkowitz

(Date): March 20, 2019

The following members of the Planning Board are in opposition to granting of the Special Permit:

(Date): _____

Any persons aggrieved by the above Decision of the Northbridge Planning Board may file an appeal pursuant to M.G.L. Ch. 40A Sec. 17. Such appeals must be filed within twenty (20) days after the filing of the notice of the Board's decision with the Town Clerk.

Cc: Applicant/Engineer Building Dept Board of Health ConCom
 Town Manager/BOS DPW –Highway /File



PHONE: (508) 234-2447

TOWN OF NORTHBRIDGE

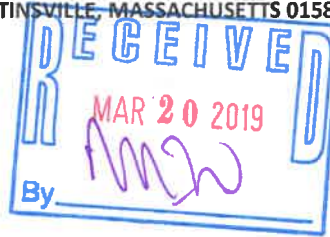
PLANNING BOARD

7 MAIN STREET

WHITINSVILLE, MASSACHUSETTS 01588

FAX: (508) 234-0821

March 14, 2019



[01-SPP-2019]

SPECIAL PERMIT –AQUIFER PROTECTION DISTRICT [ZONE II] 1164 MAIN STREET -CAPPY’S AUTOMOTIVE

Please be advised at its meeting on Tuesday, March 12, 2019 the Northbridge Planning Board, Special Permit Granting Authority (SPGA) voted (5-0) to GRANT WITH CONDITIONS pursuant to Article XIII, Aquifer Protection District [Zone II] of the Town of Northbridge Zoning Bylaw.

Owner/Applicant: Jonathan Shenian, Douglas, MA
Location: 1164 Main Street
Map Parcel ID: Assessor Map 1 Parcel 113
Deed Reference: BK 29493 PG 144
Zoning Provision: Article XIII -Aquifer Protection District [Zone II]
Zoning District: Business-Three (B3)
Development: Cappy’s Automotive
Total Acreage: ±.96 acres

A. PROJECT DESCRIPTION

The Owner/Applicant petitioned the Planning Board (SPGA) for special permit for the redevelopment of 1164 Main Street from a single-family residence to a used car sales establishment for up to twenty (20) vehicles. The subject property is located in the Business-Three (B3) Zoning District, Route 146 Overlay District and within the Aquifer Protection District Zone II.

B. PUBLIC HEARING

Pursuant to Article XIII, Aquifer Protection Districts of the Northbridge Zoning Bylaw, the Planning Board is designated as the Special Permit Granting Authority (SPGA). Notice of the public hearing was posted in the Northbridge Town Hall; with proper notice in the local newspaper and delivery to party of interest in accordance with the Northbridge Zoning Bylaws and Massachusetts General Laws.

The Planning Board (SPGA) opened its public hearing on Tuesday, March 12, 2019. After completing the review of submitted material and oral public testimony, the Planning Board closed its hearing of the same on Tuesday, March 12, 2019.

C. SPECIAL PERMIT CRITERIA

The Planning Board may issue a special permit for the planned redevelopment of 1164 Main Street from a single-family residence to a used car sales establishment for up to twenty (20) vehicles in accordance with Article XIII of the Zoning Bylaw.

D. FINDINGS

The Planning Board considered the criteria set forth in the Northbridge Zoning By-Law; in doing so the Planning Board finds the project “Cappy’s Automotive” satisfies the intent and meets the requirements of the Aquifer Protection District provisions, where gasoline station, car wash, auto repair, or auto body repair is not permitted and prohibited within the Zone I & Zone II of the Aquifer Protection District.

The Planning Board has taken into account the foregoing considerations in determining to issue this Special Permit and hereby finds the project will not have an adverse impact on the character of the neighborhood. The proposed use, automobile sales is an allowed use within the underlying Zoning District (Business-Three) for the previously disturbed site. Potential traffic concerns may be mitigated by the site design and no offsite improvements shall be required.

As part of its consideration the Planning Board reviewed the following: Application for Site Plan Review dated January 17, 2019; Special Permit Application dated January 18, 2019 (Aquifer Protection & RT 146 Overlay); Site Development Plan prepared by Andrews Survey & Engineering dated January 11, 2019 entitled “Cappy’s Automotive 1164 Main Street” consisting of two (2) plan sheets (C-1.1 & C-1.2); Stormwater Management Narrative prepared by Andrews Survey & Engineering, Inc., dated January 15, 2019; Andrews Survey & Engineering, Inc. response letter dated March 01, 2019; Review Report Form dated January 29, 2019; Site Plan Review Checklist prepared January 29, 2019; JH Engineering Group review/report dated February 18, 2019; Conservation Commission (Agent) memorandum dated February 27, 2019; Whitinsville Water Company letter dated March 04, 2019; Board of Health memorandum dated March 06, 2019; Office of the Inspector of Buildings dated March 11, 2019; and Conservation Commission (Agent) review/report issued March 13, 2019.

Based on the foregoing and other findings contained herein, the Planning Board hereby finds that the benefits of the proposed project outweigh potential detriments to the neighborhood and the Town of Northbridge.

E. DECISION

Planning Board hereby issues Special Permit for Cappy’s Automotive (1164 Main Street); Harry Berkowitz made the motion with James Berkowitz seconding; vote was 5-0 (unanimous) with Brian Massey, Harry Berkowitz, James Berkowitz, Abdul Kafal, and Reiner Forst voting in the affirmative (by roll-call vote). The Aquifer Protection District (Zone II) Special Permit issued by the Planning Board is shown on plan entitled “Cappy’s Automotive” showing proposed reuse of existing single-family residence for business sales office for up to twenty (20) vehicles.

F. CONDITIONS OF APPROVAL

1. In accordance with the Northbridge Zoning Bylaw, Article XIII Aquifer Protection District, Section 173-73 [Use regulations], gasoline station, car wash, auto repair or auto body shop shall not be permitted within the Zone I or Zone II and hereby such activity is prohibited at 1164 Main Street. On-site sewage disposal system has been abandoned and the property has been connected to municipal sewer (Sutton).
2. Special Permit shall be subject to Planning Board site plan review; reference is made to Planning Board Certificate of Approval dated March 14, 2019 for site development plan entitled "Cappy's Automotive 1164 Main Street" prepared by Andrews Survey & Engineering, Inc. dated January 11, 2019 (& revised through March 12, 2019). Reference is made to Zoning Board Special Permit [11-SP-2018] for used car establishment.

G. NOTE TO TOWN CLERK

The Planning Board should be notified immediately of any appeal to the Superior or Land Court regarding this Special Permit made within the statutory twenty (20) day appeal period. If no appeal is filed with the Office of the Town Clerk, the Planning Board shall be notified at the end of the twenty (20) day appeal period.

PLANNING BOARD –NORTHBRIDGE, MASSACHUSETTS

The following members of the Planning Board (Brian Massey, Harry Berkowitz, James Berkowitz, Abdul Kafal & Rainer Forst) voted to GRANT Special Permit subject to the above stated Terms and Conditions described herein [01-SPP-2019]:



Brian Massey, Chairman



Abdul Kafal



Harry Berkowitz

Rainer Forst



James Berkowitz

(Date): March 20, 2019

The following members of the Planning Board are in opposition to granting of the Special Permit:

(Date): _____

Any persons aggrieved by the above Decision of the Northbridge Planning Board may file an appeal pursuant to M.G.L. Ch. 40A Sec. 17. Such appeals must be filed within twenty (20) days after the filing of the notice of the Board's decision with the Town Clerk.

Cc: Applicant/Engineer Building Dept Board of Health ConCom
Town Manager/BOS DPW –Highway /File

THE COMMONWEALTH OF MASSACHUSETTS

NORTHBRIDGE

City of Town

BOARD OF APPEALS

Date: November 9, 2018

Certificate of Granting of Special Permits
(General Laws Chapter 40A, Section 11)

The Board of Appeals of the Town of Northbridge hereby certifies that a Special Permit has been granted

To Jonathan Shenian

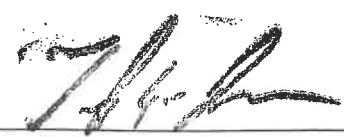
Address 121 Franklin Street

City or Town Douglas, MA

affecting the rights of the owner with respect to land or buildings at 1164 Main Street, Northbridge, shown on Assessor's Map 1 as Parcel 113.

And the said Board of Appeals further certifies that the decision attached hereto is a true and correct copy of its decision granting said special permit, and that copies of said decision and of all plans referred to in the decision have been filed with the Planning Board and Town Clerk.

The Board of Appeals also calls to the attention of the owner or applicant that General Laws, Chapter 40A, Section 11 (last paragraph), provide that no special permit or any extension, modification or renewal thereof, shall take any effect until a copy of the decision bearing the certification of the Town Clerk that twenty days have elapsed after the decision has been filed in the office of the Town Clerk and no appeal has been filed, or that, if such appeal has been filed, that it has been dismissed or denied, is recorded in the registry of deeds for the county and district in which the land is located and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. The fee for such recording or registering shall be paid by the owner or applicant.


Thomas Hansson, Chairman


Doreen A. Cedrone, Northbridge Town Clerk



TOWN OF NORTHBRIDGE

ZONING BOARD OF APPEALS
Aldrich School Town Hall Annex
14 Hill Street
Whitinsville, MA 01588
(508) 234-0819
Fax# (508) 234-0821

FILE #: 11-SP-2018

DECISION: Granted

This is a petition brought by Jonathan Shenian, 121 Franklin Street, Douglas, MA. 01516

In bringing this application which was filed with the Town Clerk on April 17,

2018, the applicant sought a Special Permit pursuant to Article X, Section 173-47 of the

Town of Northbridge Zoning By-laws, in order to allow the applicant to sell used vehicles at the location of 1164 Main Street, Whitinsville, MA 01588. The property, shown on Assessor's Map 1 as Parcel 113, is located in a Business-3 zoning district and is owned by Jonathan Shenian.

Upon receipt of that application, the Zoning Board of Appeals scheduled a Public Hearing thereon for October 11, 2018 at the Aldrich School Town Hall Annex, 14 Hill Street, Whitinsville, MA at 7:05 P.M. Notice of the time and place of that Hearing, and the subject matter thereof was Published, mailed and posted as required by law.

Thereupon, the petition came on for a Hearing before the Zoning Board of Appeals at the Time and place as scheduled. The following members of the Board were present and assigned to that Hearing: Tom Hansson, Cindy Donati, Randy Kibbe and Doug Curving.

Jonathan Shenian explained to the board that he has an existing permit to sell used cars (6-8 cars) in Northbridge, on Sutton Street. Jonathan would like to transfer the permit to the 1164 Main Street, a larger location and increase the number of cars to twenty. The location has a small house on it that would be used for his office, he also has plans to fix the parking lot and possibly install a fence.

FINDINGS

The board discussed the location and felt it was a commercial area and would fit well with the existing businesses already there.

DECISION

The Board finds that the proposed use is in harmony with the general purpose and intent of the Northbridge Zoning Bylaw, that the proposed use will not harm the area or create a nuisance. A motion was made by Cindy Donati to approve the Special Permit, Seconded by Randy Kibbe, Vote 4-0, Special permit Granted.

CONDITIONS

RECEIVED

18 OCT 15 PM 3:54

NORTHBRIDGE TOWN CLERK
DOREEN A. CEDRONE

**THIS DECISION WAS MADE IN CONSIDERATION OF THE STANDARDS AND
RECOMMENDATIONS CONTAINED IN THE NORTHBRIDGE MASTER PLAN OF 1994.**

Signed: _____

Cylmar

Doreen A. Cedrone

Doreen A. Cedrone, Town Clerk

October 15, 2018

Date Filed

**NOTE: A SPECIAL PERMIT SHALL LAPSE AFTER A PERIOD OF TWO YEARS AND A
VARIANCE SHALL LAPSE AFTER A PERIOD OF ONE YEAR IF NOT ACTED
UPON. PLEASE REFER TO M.G.L. CHAPTER 40A.**

November 9, 2018

This is to certify and verify that twenty (20) days have elapsed since this decision was filed in the Town Clerk's office and that no appeals have been filed in reference to same.

A TRUE COPY

ATTEST:

Doreen A. Cedrone

Doreen A. Cedrone, CMC/CMMC
Town Clerk, Northbridge

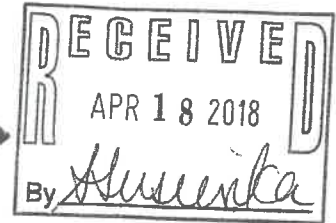
1

TALENT BANK APPLICATION

please return to:

BOARD OF SELECTMEN
Northbridge Town Hall
7 Main Street
Whitinsville, MA 01588

C



Pursuant to Town bylaw §4-209 (Eligibility for service),
you must be a registered voter in order to serve.

yes, per Town Clerk
11/19/18

Date: 4/14/18

Name Joanna Schomberg

P. O. Box _____

Home Address 31 Cedar Street, Whitinsville, MA 01588

Email Address Drumsticks13@rocketmail.com

Telephone _____ Cell (774) 696-6207

Business Franklin Public Schools

Current Occupation/Title Special Education Teacher

Education Graduate (Masters in Special Education, Masters in Educational Leadership)

Governmental, Civic & Community Activities None at this time - very interested in getting involved in the community

Charitable & Educational Activities Served on Committees at school and district level. Provided professional development to staff at the school, district and multiple district level.

Town Committees or Offices None

I am interested in the following Committees: Disability Commission

Please indicate whether the applicant and/or any family members are employed by the Town of Northbridge. N/A

NAME: Joanna Schomberg

PRECINCT# 1

TOWN OF NORTHBRIDGE

COMMITTEE INTEREST (Indicate Committee preference)

- | | |
|--------------------------|----|
| 1. Disability Commission | 4. |
| 2. | 5. |
| 3. | 6. |

Present interest or business affiliation (dates, places)

I have always worked in the field of Special Education. This is truly a passion of mine in and out of work, and I strive to increase people's awareness of everyone around them.

Experience: Volunteer, social service, business (dates, places)

I have over 20 years experience as a Special Education teacher at the elementary level.

Special skills and education (be specific)

I have a Masters in Special Education, a Masters in Educational Leadership, I have day to day contact with outside agencies (DCF, Riverside, Police Dept, Support agencies for families) and I am very knowledgeable in current laws for students with disabilities.

How experience relates to particular committee interest

With over 20 years experience in the field of Special Education and my experience in leadership, I can bring my knowledge and resources to the Commission to assist in meeting the needs

ADDITIONAL COMMENTS: of people with disabilities in the town.

Mail completed form to:

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

Melissa Wetherbee

From: Laura Vanden Akker <manycreationsbylaura@gmail.com>
Sent: Thursday, March 28, 2019 2:26 PM
To: Melissa Wetherbee
Subject: Sidewalk Sale 2019

To the Board of Selectmen,

① We would like to ask for permission to once again have a Sidewalk Sale on Church Street on June 15. This event will be open to the Brick and Mortar business in Northbridge. We are asking that the road be closed during this event, 9am - 3pm. The event would take place from 10am - 2pm, giving us an hour to set up and an hour to break down. We were wondering if we could close the road from the Library this year giving us more room. We know that the Post Office will be open during part of this event, and wondered what we could do to not interfere with their hours. We were wondering if we could possibly use the ~~Town Common~~ to put the Bouncy house on and maybe some other children's activities like face painting and balloon animals. *Decided not to use*

We are planning on asking some food trucks to participate, knowing that they will have to speak with the Board of Health. There could possibly be some food vendors also set up on the street.

② We were planning on asking a DJ to set up on the street for entertainment, some businesses would like to provide demonstrations such as Dance and Karate. We are planning on asking WCC to set up a bouncy house again. We have spoken to Jeannie at the Chamber of Commerce to provide Insurance for the event.

③ We would like to get permission to have a banner hung across Church Street where all the other banners are hung. We would like it to be hung 1 week before the event. We would also like to ask to have the sign on the Town Hall property to advertise the event. We would like to ask the Fire Chief if they could set up a fire truck and ambulance for the Children to tour. We will ask the DPW to help with putting out road barriers at each end of Church Street. We will also talk to the Police Chief about getting a police detail to be at the event.

Thank you,
Church Street Merchants

③ June 2 - June 16 - Available ✓

Melissa Wetherbee

From: James Shuris
Sent: Thursday, April 04, 2019 8:07 AM
To: Melissa Wetherbee; Jamie Luchini
Cc: Sharon Susienka
Subject: Re: Sidewalk Sale

Melissa:

DPW has no issues with this request - other than the Sidewalk Sale Event participants' making sure that all debris/etc. is picked-up/disposed of at the end.

Let the sun shine!

Jim Shuris

James Shuris, P.E., MBA
Director of Public Works & Town Engineer
Town of Northbridge
P.O. Box 88
11 Fletcher Street
Northbridge, MA 01588
Tel. No. (508) 234-0816
Fax. No. (508) 234-0807

From: Melissa Wetherbee
Sent: Wednesday, April 3, 2019 2:35 PM
To: James Shuris; Jamie Luchini
Cc: Sharon Susienka
Subject: Sidewalk Sale

Good afternoon,

Please comment on the email attached. Please let me know if there are any issues with this request. Please note she will be looking to put up barricades again pending on the Board's approval.

Thank you

Melissa Wetherbee, Sr. Adm. Asst./HR. Asst.
Town Manager's Office
Town of Northbridge
7 Main Street Whitinsville, MA 01588
Phone: 508-234-2095

Melissa Wetherbee

From: Walter Warchol
Sent: Friday, April 12, 2019 12:47 PM
To: Melissa Wetherbee
Subject: RE: Sidewalk Sale

No problem to either request, there were no problems last year and I don't anticipate any this year. We will have a police officer and cruiser on site as a community policing event.

Chief

Walter J. Warchol
Chief of Police
Northbridge Police Department
508-234-6211
Fax 508-234-9021

From: Melissa Wetherbee
Sent: Friday, April 12, 2019 10:53 AM
To: Walter Warchol <wwarchol@northbridgema.org>
Subject: Sidewalk Sale

Good morning Chief,

Please see attached request for the Sidewalk Sale. Do you have an issue with the closing of the road? I believe they have been in touch with you to discuss this. This is on the agenda for April 22nd. The entertainment request will be on smartsheet.

Thank you

*Melissa Wetherbee, Sr. Adm. Asst./HR. Asst.
Town Manager's Office
Town of Northbridge
7 Main Street Whitinsville, MA 01588
Phone: 508-234-2095*

USE OF TOWN OF NORTHBRIDGE

PUBLIC WAYS FOR ROAD CLOSURE

EVENT: Sidewalk Sale/Church Street/6/15/19

RELEASE OF CLAIMS, INDEMNITY AND HOLD HARMLESS AGREEMENT

*****Please read this document thoroughly before completing and signing*****

I, Blackstone Valley Chamber of Commerce, in consideration of my use of the Town of Northbridge's Public Ways for a non-town sponsored event on June 15, 2019, and for other good and valuable consideration hereby acknowledged, do hereby agree to forever RELEASE the Town of Northbridge, its employees, agents, officers, volunteers, or contractors (the "Town"), from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries which I or my guests, employees, agents, successors or assigns may have as the result of my use or the use of my guests, employees or agents of the Town of Northbridge's Public Ways for a non-town sponsored event on June 15, 2019, and all activities related thereto.

I further promise, to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Town against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries to myself or others or property damage resulting from my use, or the use of my guests, employees or agents, of the Town of Northbridge's Public Ways for a non-town sponsored event on June 15, 2019, and all activities related thereto.

I hereby further covenant for myself, my successors and assigns not to sue the said Town on account of any such claim, demand or liability.

I am fully aware that by signing this document I am releasing the Town from liability that may arise as a result of the acts or omissions of the Town. Additionally, it is my intent to release the above mentioned parties from liability and defend and indemnify said parties for liability relating to any accident and resulting injuries and/or death that may occur as a result of my use, or the use of my guests, employees or agents, of the Town of Northbridge's Public Ways for a non-town sponsored event on June 15, 2019, and all activities related thereto.

To the extent I am signing this document on behalf of an organization, corporation, association or similar entity, I represent that I am fully authorized by said entity to execute this document.

Witness my hand and seal this 8th day of April.

Name (Printed): Jeannine Heber

Signature

Witness

THIS FORM MAY NOT BE ALTERED



**The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017**

www.mass.gov/dia

**Workers' Compensation Insurance Affidavit: General Businesses.
TO BE FILED WITH THE PERMITTING AUTHORITY.**

Applicant Information

Please Print Legibly

Business/Organization Name: Blackstone Valley Chamber of Commerce

Address: 670 Linwood Ave. Ste 5 Whitinsville, MA 01588

City/State/Zip: _____

Phone #: _____

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 3 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: Sullivan Garity

Insurer's Address: 2 Eastern Ave.

City/State/Zip: Worcester, MA

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: _____

Date: 08 April 2019

Phone #: _____

508 234 9090 x106

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

City or Town: _____ 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: _____

Phone #: _____

02

Phone: _____

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF NORTHBRIDGE

One-Day
APPLICATION FOR ENTERTAINMENT LICENSE [WEEKDAYS ONLY]

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto

NAME OF APPLICANT, FIRM, OR CORPORATION: Blackstone Valley Chamber of Commerce

TO: Obtain an Entertainment License for:

Type: (Check all that apply):	<input checked="" type="checkbox"/> Concert	<input checked="" type="checkbox"/> Dance	<input checked="" type="checkbox"/> Exhibition	<input checked="" type="checkbox"/> Cabaret Public Show
	<input checked="" type="checkbox"/> Live band	<input type="checkbox"/> Other: _____		
Includes:	<input checked="" type="checkbox"/> Dancing by patrons	<input checked="" type="checkbox"/> Dancing by entertainers or performers	<input checked="" type="checkbox"/> Recorded music	
	<input checked="" type="checkbox"/> Live music	<input checked="" type="checkbox"/> Amplification System	<input checked="" type="checkbox"/> Floor show	
	<input checked="" type="checkbox"/> Light show	<input checked="" type="checkbox"/> Theatrical exhibition, play or moving picture show	<input checked="" type="checkbox"/> Other dynamic audio or visual show (whether live or recorded)	
<input type="checkbox"/> INDOOR <input type="checkbox"/> OUTDOOR <input checked="" type="checkbox"/> BOTH				

GIVE LOCATION BY STREET AND NUMBER:

AT: Church Street downtown area
in said Town of Northbridge in accordance with the rules and regulations made under authority of said Statutes.

Please check the day(s) and list the hours of the proposed entertainment

Sunday**

- ☐ Monday: _____
☐ Tuesday: _____
☐ Wednesday: _____
☐ Thursday: _____
☐ Friday: _____
☒ Saturday: 9AM-3PM

Print Name: Jeanne Hebert
Address: 670 Linwood Ave #5
City: Whitinsville MA 01508
State, Zip: _____

Official Use:	
Received:	_____
(Date)	(Time)

Date License Granted	

Jeanne Hebert
(Signature of Applicant)

****Please note a separate application is needed for Sunday Entertainment**



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

If you carry Workers Comp. Insurance, you must
provide proof to the Town in the form of a
Certificate of Insurance.

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Blackstone Valley Chamber of Commerce

Address: 670 Linwood Ave #5

City/State/Zip: Whitinsville MA 01580 Phone #: 508 234 9090 x106

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 4 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 Business Service Organization

*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: Sullivan Garry

Insurer's Address: 2 Eastern Ave

City/State/Zip: Worce.

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: Ganni Fitar Date: 12 Apr 2019

Phone #: 508 234 9090 x106

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: Melissa Wetherbee Phone #: 508-234-2095



WORCE07

OP ID: CB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sullivan, Garrity & Donnelly 508-754-1767 10 Institute Rd Worcester, MA 01609	508-754-1767	CONTACT NAME: Cheryl A. Bourdeau PHONE (A/C, No, Ext): 508-754-1767 E-MAIL ADDRESS: cheryl.bourdeau@sgdins.com FAX (A/C, No): 508-754-1885
INSURED Blackstone Valley Chamber of Commerce Inc. 670 Linwood Ave, Suite 5 Whitinsville, MA 01588		INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: special event			EV47477	06/15/2019 06/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 0
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Special Event- Sidewalk Sale

CERTIFICATE HOLDER

Town of Northbridge
7 Main Street
Whitinsville, MA 01588

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cheryl A Bourdeau

NTM License Slips

Row 8

Current Status	On future agenda
Done	<input type="checkbox"/>
License ID:	NTM#16073
License Type:	Multiple: Entertainment, Memorial Park, Road Closure
Description:	Sidewalk Sale June 15, 2019 from 10 AM to 2 PM ROAD CLOSED from 9 AM to 3 PM See attached email for details. Awaiting Entertainment License Application, Request to use Town Common/Memorial Park Application and Road Closure Approval from Police and DPW.
Business:	Church Street Merchants
Applicant:	Laura Vandenakker
Address:	
Approval Target	04/04/19
Slip Started on:	04/03/19 2:08 PM
PLANNING Approve:	<input checked="" type="checkbox"/>
PLANNING Comments:	N/A -not applicable
POLICE Approve:	<input checked="" type="checkbox"/>
POLICE Comments:	There were no safety issues, last year. I would request the applicant contact the Chief of Police to discuss public safety concerns.
FIRE Approve:	<input checked="" type="checkbox"/>
FIRE Comments:	No issues
BUILDING ZONING Approve:	<input checked="" type="checkbox"/>
BUILDING ZONING Comments:	
CONSERVATION Approve:	<input checked="" type="checkbox"/>
CONSERVATION Comments:	Not Applicable

HEALTH
Approve: ☒

HEALTH
Comments: Subject to all food vendors obtaining a permit to operate at this event.

ASSESSORS
Approve: ☒

ASSESSORS
Comments:

TREASURER
COLLECTOR
Approve: ☒

TREASURER
COLLECTOR
Comments:

Boot Drive Request Form

Boot Drive Date: 8/3/19

Time: 9a to 3p

Rain date: 8/10/19

Location (Select one) ☐ Memorial Square ☐ Ovian Square ☒ Both

Organization: Massachusetts Down Syndrome

Description of the cause: raising \$ for MDSC Congress

Contact information: Stephanie Bentley

(Name)

(Phone)

XXXXXXXXXXXXXXXXXXXX

Next available agenda: 4/22/19

Date approved: _____

Date and time available: Yes ☒

cc: Chief of Police

The Town of Northbridge will allow one boot drive per month at Memorial Square and/or Ovian Square from the first Saturday in April through the first Saturday in November for the purpose of raising funds for a registered charity under the following conditions:

1. All drives must be approved in advance by the Police Department.
2. All drives are limited to the hours of 9:00 AM and 3:00 PM.
3. Each location will be limited to a maximum of 5 participants.
4. All participants must be at least 18 years of age at the time of the drive.
5. All participants must wear a reflective vest approved by the Police Department.
6. All participants may approach the traffic from the sidewalk or island side and
 - a. Not impede the flow of traffic
 - b. Not activate the electronic crosswalk devices
 - c. Not harass or intimidate drivers.

**BOOT DRIVES WILL NOT BE ALLOWED BETWEEN
the first Saturday in November and the first Saturday in April**

The Northbridge Police Department shall have the authority to suspend any drive
in the interest of public safety.

Note:

- a.) The Selectmen voted unanimously on December 4, 2006, to approve the above policy as recommended by Chief Warchol and amended by Selectman Davis.
- b.) The Selectmen further voted to amend this policy at their April 28, 2008 meeting.
- c.) Further amended by the Board, November 6, 2017, allowing boot drives from the first Saturday in April to the first Saturday in November.

USE OF TOWN OF NORTHBRIDGE

PUBLIC WAYS FOR BOOT DRIVE

EVENT: Boot Drive

RELEASE OF CLAIMS, INDEMNITY AND HOLD HARMLESS AGREEMENT

Please read this document thoroughly before completing and signing

I, Stephanie Bentley, in consideration of my use of the Town of Northbridge's Public Ways for a non-town sponsored event on _____, and for other good and valuable consideration hereby acknowledged, do hereby agree to forever RELEASE the Town of Northbridge, its employees, agents, officers, volunteers, or contractors (the "Town"), from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries which I or my guests, employees, agents, successors or assigns may have as the result of my use or the use of my guests, employees or agents of the Town of Northbridge's Public Ways for a non-town sponsored event on 8/3/19, and all activities related thereto.

I further promise, to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Town against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries to myself or others or property damage resulting from my use, or the use of my guests, employees or agents, of the Town of Northbridge's Public Ways for a non-town sponsored event on 8/3/19, and all activities related thereto.

I hereby further covenant for myself, my successors and assigns not to sue the said Town on account of any such claim, demand or liability.

I am fully aware that by signing this document I am releasing the Town from liability that may arise as a result of the acts or omissions of the Town. Additionally, it is my intent to release the above mentioned parties from liability and defend and indemnify said parties for liability relating to any accident and resulting injuries and/or death that may occur as a result of my use, or the use of my guests, employees or agents, of the Town of Northbridge's Public Ways for a non-town sponsored event on 8/3/19, and all activities related thereto.

To the extent I am signing this document on behalf of an organization, corporation, association or similar entity, I represent that I am fully authorized by said entity to execute this document.

Witness my hand and seal this 10 day of April.

Name (Printed): Stephanie Bentley

Signature [Signature]

Witness Katie Dion (Katie Dion)

THIS FORM MAY NOT BE ALTERED

Melissa Wetherbee

From: Maxim Craig <cmaxim@Familycontinuity.org>
Sent: Thursday, April 11, 2019 1:48 PM
To: Melissa Wetherbee
Cc: Walter Warchol
Subject: Hold Harmless/Liability
Attachments: No One Walks Alone documents.pdf

Melissa,

Please find attached copies of the Hold Harmless Agreements and Liability Certificate. This is for August 24th 10am meet at Town Common and walking to Police Department and back.

-No road closure
Technically not a race but a walk, but figured would do the paperwork if needed. As soon as the date is secured/approved we can begin to have folks register so we can begin gathering numbers.

The event is to support Recovery of any kind such as Mental Health, Substance Use, or anything identifies as recovery oriented and to decrease stigma.

I know I still owe you our Articles of Incorporation which I should have tomorrow but really wanted to get this to you to get the wheels in motion for the next BOS meeting on the 22nd.

I will be away next week but will be periodically checking my emails. Thanks, Craig

Craig Maxim, LMHC
Family Continuity
Division Director
Behavioral Health Operations

508-488-5062

cmaxim@familycontinuity.org

IMPORTANT: This email is confidential, intended only for the named recipient(s) and may contain information that is privileged or exempt from disclosure under applicable law. If you are not the intended recipient, you are notified that dissemination, distribution or copying of this message is strictly prohibited. If you receive this message in error, or are not the named recipient, please notify the sender at the email address above and delete this email from your computer.

Melissa Wetherbee

From: Walter Warchol
Sent: Friday, April 12, 2019 12:45 PM
To: Melissa Wetherbee
Subject: RE: Request for a Road Race

They should be off the road and on the sidewalks, do not anticipate any problems at this time.

Chief

Walter J. Warchol
Chief of Police
Northbridge Police Department
508-234-6211
Fax 508-234-9021

From: Melissa Wetherbee
Sent: Friday, April 12, 2019 10:46 AM
To: Jim Sheehan <jsheehan@northbridgema.org>; Jamie Luchini <jluchini@northbridgema.org>; Walter Warchol <wwarchol@northbridgema.org>
Subject: Request for a Road Race

Good morning gentlemen,

Please see the attached documents for Family Continuity in regards to their request to hold a road race. Details are within the attachment.

Please let me know if there are any issues with this request.

Thank you

*Melissa Wetherbee, Sr. Adm. Asst./HR. Asst.
Town Manager's Office
Town of Northbridge
7 Main Street Whitinsville, MA 01588
Phone: 508-234-2095*

Melissa Wetherbee

To: James Shuris
Subject: RE: Request for a Road Race

From: James Shuris
Sent: Tuesday, April 16, 2019 11:40 AM
To: Melissa Wetherbee <mwetherbee@northbridgemass.org>
Subject: Re: Request for a Road Race

Melissa:

We (DPW) has no concerns with this event/request.

You have our OK.

Jim Shuris

James Shuris, P.E., MBA

Director of Public Works & Town Engineer

Town of Northbridge

P.O. Box 88

11 Fletcher Street

Northbridge, MA 01588

Tel. No. (508) 234-0816

Fax. No. (508) 234-0807

From: Melissa Wetherbee
Sent: Friday, April 12, 2019 10:46 AM
To: Jim Sheehan <jsheehan@northbridgemass.org>; Jamie Luchini <jluchini@northbridgemass.org>; Walter Warchol <wwarchol@northbridgemass.org>
Subject: Request for a Road Race

Good morning gentlemen,

Please see the attached documents for Family Continuity in regards to their request to hold a road race. Details are within the attachment.

Please let me know if there are any issues with this request.

USE OF TOWN OF NORTHBRIDGE

PUBLIC WAYS FOR ROAD RACE

EVENT: Road Race

RELEASE OF CLAIMS, INDEMNITY AND HOLD HARMLESS AGREEMENT

Please read this document thoroughly before completing and signing

I, FCP, Inc. DBA Family Community, in consideration of my use of the Town of Northbridge's Public Ways for a non-town sponsored event on 8/24/19, and for other good and valuable consideration hereby acknowledged, do hereby agree to forever RELEASE the Town of Northbridge, its employees, agents, officers, volunteers, or contractors (the "Town"), from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries which I or my guests, employees, agents, successors or assigns may have as the result of my use or the use of my guests, employees or agents of the Town of Northbridge's Public Ways for a non-town sponsored event on N/A, and all activities related thereto.

I further promise, to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Town against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries to myself or others or property damage resulting from my use, or the use of my guests, employees or agents, of the Town of Northbridge's Public Ways for a non-town sponsored event on 8/24/19, and all activities related thereto.

I hereby further covenant for myself, my successors and assigns not to sue the said Town on account of any such claim, demand or liability.

I am fully aware that by signing this document I am releasing the Town from liability that may arise as a result of the acts or omissions of the Town. Additionally, it is my intent to release the above mentioned parties from liability and defend and indemnify said parties for liability relating to any accident and resulting injuries and/or death that may occur as a result of my use, or the use of my guests, employees or agents, of the Town of Northbridge's Public Ways for a non-town sponsored event on 8/24/19, and all activities related thereto.

To the extent I am signing this document on behalf of an organization, corporation, association or similar entity, I represent that I am fully authorized by said entity to execute this document.

Witness my hand and seal this 4 day of April.

Name (Printed): Frank A. Sorano, Jr

Signature

Witness

THIS FORM MAY NOT BE ALTERED

Memorial Park Request Form

FI

Event Date: August 24, 2019 Time: 10am to 2pm

Rain date: _____

Organization: FCP Inc Family Continuity/Northbridge Coaliton

Description of the event:

Kick off for a Walk " No One Walks alone" a walk for those that have been affected my mental health, substance use, and anything one identifies as being in recovery. There will be speakers and resources available. entertainment will be public speakers including representatives/community

Do you plan to serve alcohol? ☐ Yes ☒ No

Do you plan to serve food? ☐ Yes ☒ No

Do you plan to have entertainment? ☒ Yes ☐ No

Contact information: Craig Maxim 508-488-5062
(Name) (Phone)

Next available agenda: 4/22/19

Date and time available: Yes

Date approved: _____

cc: Chief of Police
DPW Director

Prior to consideration by the Board of Selectmen, any requests concerning the use of the Town Common shall be jointly referred to the Director of Public Works and the Chief of Police for comment. If they deem the use appropriate, they are encouraged to recommend any condition they feel necessary to protect the public's safety and preserve the character and integrity of the Town Common. These conditions would then be incorporated into the formal approval, which would be issued by the Board of Selectmen.

Note: *At their meeting of December 5, 2005, the Selectmen voted unanimously to approve the above policy as amended by Selectman Davis: **That there will be no vehicular traffic allowed on the Common without prior approval from the DPW Director or the Police Department.***

Please note in addition to this form we will also need the following:

☒ Business Certificate/Articles of Organization [If applicable]

☒ Hold Harmless Agreement

☒ Certificate of Insurance [Naming the Town as an additional insured]

USE OF TOWN OF NORTHBRIDGE

PUBLIC WAYS FOR USE OF MEMORIAL PARK EVENT: 5K

RELEASE OF CLAIMS, INDEMNITY AND HOLD HARMLESS AGREEMENT

Please read this document thoroughly before completing and signing

I, FCR Inc DBA Family Contests, in consideration of my use of the Town of Northbridge's Public Ways for a non-town sponsored event on 8/24/19, and for other good and valuable consideration hereby acknowledged, do hereby agree to forever RELEASE the Town of Northbridge, its employees, agents, officers, volunteers, or contractors (the "Town"), from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries which I or my guests, employees, agents, successors or assigns may have as the result of my use or the use of my guests, employees or agents of the Town of Northbridge's Public Ways for a non-town sponsored event on N/A, and all activities related thereto.

I further promise, to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Town against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries to myself or others or property damage resulting from my use, or the use of my guests, employees or agents, of the Town of Northbridge's Public Ways for a non-town sponsored event on 8/24/19, and all activities related thereto.

I hereby further covenant for myself, my successors and assigns not to sue the said Town on account of any such claim, demand or liability.

I am fully aware that by signing this document I am releasing the Town from liability that may arise as a result of the acts or omissions of the Town. Additionally, it is my intent to release the above mentioned parties from liability and defend and indemnify said parties for liability relating to any accident and resulting injuries and/or death that may occur as a result of my use, or the use of my guests, employees or agents, of the Town of Northbridge's Public Ways for a non-town sponsored event on 8/24/19, and all activities related thereto.

To the extent I am signing this document on behalf of an organization, corporation, association or similar entity, I represent that I am fully authorized by said entity to execute this document.

Witness my hand and seal this 4 day of April

Name (Printed): Frank A. Soriano, III CFO

Signature [Signature]

Witness Craig Martin

THIS FORM MAY NOT BE ALTERED



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Anita Ahearn PHONE (A/C, No, Ext): (800) 333-7234 E-MAIL ADDRESS: aahearn@easterninsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity INSURER B: LM Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED FCP Inc, DBA: Family Continuity Program Inc. 360 Merrimack Street Suite 3 Lawrence MA 01843	NAIC #

COVERAGES **CERTIFICATE NUMBER:** Master 2018-19 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PHPK1879111	9/15/2018	9/15/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						employee benefits \$ 1,000,000
	OTHER:						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	AUTOMOBILE LIABILITY			PHPK1879111	9/15/2018	9/15/2019	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> SCHEDULED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB646736	9/15/2018	9/15/2019	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	<input checked="" type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC5318329740028	7/25/2018	7/25/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			PHPK1879111	9/15/2018	9/15/2019	per incident 1,000,000
							aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Northbridge

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Koegel/SEH1

© 1988-2014 ACORD CORPORATION. All rights reserved.

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION (General Laws, Chapter 156B)

Miner



Name
Approved

ARTICLE I

The exact name of the corporation is:

Family Health Services, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

To render mental health services and social services, and
other health care related services; and

To carry on any business or other activity which may be
lawfully carried on by a corporation organized under the
Business Corporation Law of The Commonwealth of Massachusetts,
whether or not related to those referred to hereinabove.

96 JUN 27 PM 4:39
THE COMMONWEALTH

C
P
M
R.A.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

P.C.

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

- a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is:
Crown Colony Office Park, 300 Congress Street
Suite 305, Quincy, MA 02169
- b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Raymond J. Mason	10 Stone Avenue Scituate, MA 02066	Same
Treasurer:	Arnold E. Goldie	70 Welland Road Weymouth, MA 02188	Same
Clerk:	Arnold E. Goldie	(As above)	Same
Directors:	Raymond J. Mason	(As above)	Same
	Arnold E. Goldie	(As above)	Same
	Jeffrey Richard	428 137th Ave. Circle Moduria Beach, FL 33708	Same

- c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of: ~~June~~ December
- d. The name and business address of the resident agent, if any, of the corporation is:

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 27th day of June, 1996.

Willie J. Washington
Willie J. Washington, Esq.

Choate, Hall & Stewart
Exchange Place, 53 State Street
Boston, MA 02109-2891

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

F3 No fee

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF NORTHBRIDGE

APPLICATION FOR A ONE-DAY WEEKDAY ENTERTAINMENT
LICENSE

TO THE LICENSING AUTHORITIES:

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

Family Continuity Program, Inc.

TO: Obtain a One-day Entertainment License for:

Type: (Check all that apply):	<input type="checkbox"/> Concert	<input type="checkbox"/> Dance	<input type="checkbox"/> Exhibition	<input type="checkbox"/> Cabaret Public Show
	<input type="checkbox"/> Live band		<input type="checkbox"/> Other: _____	
Includes:	<input type="checkbox"/> Dancing by patrons	<input type="checkbox"/> Dancing by entertainers or performers	<input checked="" type="checkbox"/> Recorded music	
	<input type="checkbox"/> Live music	<input checked="" type="checkbox"/> Amplification System	<input type="checkbox"/> Floor show	
	<input type="checkbox"/> Light show	<input type="checkbox"/> Theatrical exhibition, play or moving picture show	<input type="checkbox"/> Other dynamic audio or visual show (whether live or recorded)	
	<input type="checkbox"/> INDOOR	<input checked="" type="checkbox"/> OUTDOOR	<input type="checkbox"/> BOTH	

GIVE LOCATION BY STREET AND NUMBER:

AT: Memorial Park

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

ON: (date and time)* August 24, 2019

Craig Maxim
(Signature of Applicant)

Print Name: Craig Maxim

Address: 76 Church Street

City: Whitinsville, MA

State, Zip: 01588

Phone: 508-488-5062

Email: cmaxim@familycontinuity.org

Received: 4/16/19
(Date) (Time)
Agenda: 4/22/19

Date License Granted

****Please note a separate application is needed for a one-day Sunday Entertainment**



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

If you carry Workers Comp. Insurance, you must
provide proof to the Town in the form of a
Certificate of Insurance.

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: FCP INC DBA FAMILY CONTINUITY
Address: 508-488-9062

City/State/Zip: Craig Maxim

Phone #: 76 Church Street

Are you an employer? Check the appropriate box:

1. ☒ I am a employer with 230 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: Liberty Mutual Insurance Company

Insurer's Address: 175 Berkeley St.

City/State/Zip: Boston, MA 02116

Policy # or Self-ins. Lic. # WC5-315-329740-028 Expiration Date: 7/25/19

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: 4/15/19

Phone #: 978-620-2513

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: Melissa Wetherbee

Phone #: 508-234-2095



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Anita Ahearn PHONE (A/C, No, Ext): (800) 333-7234 FAX (A/C, No): E-MAIL ADDRESS: aahearn@easterninsurance.com
INSURED FCP Inc, DBA: Family Continuity Program Inc. 360 Merrimack Street Suite 3 Lawrence MA 01843	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity INSURER B: JM Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER** Master 2018-19 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PHPK1879111	9/15/2018	9/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 employee benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1879111	9/15/2018	9/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000		PHUB646736	9/15/2018	9/15/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC5318329740028	7/25/2018	7/25/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		PHPK1879111	9/15/2018	9/15/2019	per incident 1,000,000 aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Northbridge

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Koegel/SEH1

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NTM License Slips

Row 5

Current Status On Agenda for 4.22.19

Done ☐

License ID: NTM#16076

License Type: Entertainment

Description: One-Day Entertainment License for recorded music and use of an amplification system for their walk on August 24, 2019.

Business: Family Continuity Program, Inc.

Applicant: Craig Maxim

Address: 76 Church Street

Approval Target 04/18/19

Slip Started on: 04/16/19 11:29 AM

PLANNING Approve: ☒

PLANNING Comments: N/A -not applicable

POLICE Approve: ☐

POLICE Comments: See emailed comments

FIRE Approve: ☒

FIRE Comments:

BUILDING ZONING Approve: ☒

BUILDING ZONING Comments:

CONSERVATION Approve: ☒

CONSERVATION Comments: N/A

HEALTH

Approve: ☒

HEALTH
Comments:

ASSESSORS
Approve: ☒

ASSESSORS
Comments:

TREASURER
COLLECTOR
Approve: ☐

TREASURER
COLLECTOR
Comments:

***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:

Mike's Vending LLC

Address:

~~XXXXXXXXXXXXXXXXXXXX~~

City/State/ZipX

~~XXXXXXXXXXXXXXXXXXXX~~ 505 P

Phone #:

~~CONFIDENTIAL~~

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 20 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 Mobile Food

*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

Insurer's Address:

181 A South Main St.

City/State/Zip:

Middleton MA 01949

Policy # or Self-ins. Lic. #

UB65692799

Expiration Date:

11/10/19

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:

by certify, under the pains and penalties

Date:

4/5/19

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:

Phone #: 508-234-2095



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER

Stratford Insurance Financial
181A South Main Street
Middleton, MA 01949

CONTACT**NAME:**

PHONE (A/C No. Ext): 617-394-9300

FAX (A/C No): 617-394-9301

E-MAIL

ADDRESS: info@StratfordIns.com

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A : Travelers

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Mike's Vending, LLC
144 Shrewsbury Street
Boylston, MA 01505

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB6J692799	11/10/18	11/10/19	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations: Sale of Fast Food --Pushcart Vendor

CERTIFICATE HOLDER**CANCELLATION**

INSURED COPY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael T Supino

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NTM License Slips

Row 6

Current Status On agenda for 4.22

Done ☐

License ID: NTM#16075

License Type: Common Victualler

Description: Food Trailer

Business: MikesVending LLC

Applicant: Michael Griffin

Address: 360 Main Street, Whitinsville

Approval Target 04/17/19

Slip Started on: 04/12/19 12:05 PM

**PLANNING
Approve:** ☒

**PLANNING
Comments:** Site plan approved by Planning Board included provisions (siting) for 1 "food truck"

**POLICE
Approve:** ☒

**POLICE
Comments:** No issues - Lt. Labrie

FIRE Approve: ☐

**FIRE
Comments:** Needs to have a fire safety inspection

**BUILDING
ZONING
Approve:** ☒

**BUILDING
ZONING
Comments:**

**CONSERVATION
Approve:** ☐

**CONSERVATION
Comments:** this project is still under review by the Conservation Commission [Meeting 4.17.19]

HEALTH ☒

Approve:

**HEALTH
Comments:**

Mobile Food Truck permit issued to this vendor for truck with
Registration # MA 986-012

**ASSESSORS
Approve:**



**ASSESSORS
Comments:**

**TREASURER
COLLECTOR
Approve:**



**TREASURER
COLLECTOR
Comments:**

Melissa Wetherbee

From: Barbara Kinney
Sent: Friday, April 19, 2019 8:43 AM
To: Melissa Wetherbee
Subject: Lovey's Corner of Main & Arcde Streets

Melissa:

The Conservation Commission at their meeting on Wednesday night (April 17, 2019) told Mr. Vecchione that the Commission will allow the food truck near the roadside part of the property, picnic tables along the water as long as there is no cutting of trees, etc., and he can hand water plants from the pond and if this is too cumbersome he can use an electric or gas pump as long as it is attended and removed from site at the end of each day only until the next meeting on May 1 when the Commission will revisit the items.

Let me know if you need anything else.

Barbara A. Kinney
Planning / Conservation
Administrative Assistant

H

April 16, 2019

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

Dear Selectmen,

On Saturday, June 1 2019, Open Sky Community Services will hold its 34th 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 22 through June 2, 2019.

Available

Content of the banner is:

Open Sky Community Services 34th Annual Valley Friendship Tour
June 1, 2019
(508) 234-6232
www.openskycs.org

Thank you in advance for your consideration. Please feel free to contact me directly at (508) 266-6544 should you have any questions.

Sincerely

Karen Goldenberg

Karen Goldenberg
Senior Director of Advancement and Marketing
Open Sky Community Services
50 Douglas Road
Whitinsville
MA 01588

Melissa Wetherbee

From: Bedigian, Peter [OCT/WHT] <pbedigian@omnicontroltech.com>
Sent: Monday, April 15, 2019 12:21 PM
To: Melissa Wetherbee
Subject: Armenian Church Banner request



Hi Melissa,

The following is the request for our church banners and one bulletin board announcement by town hall for 2019:

- Available ✓*
1. Annual Picnic Banner in August with event being held on August 18th. - *Sunday, Aug. 4 ~ Sunday, Aug. 18*
 2. Church Christmas Bazaar Christmas Reformed Church on December 7th – would like bulletin Board {in front of town hall} posting after Thanksgiving up until event if possible.

Thank you.

Best regards,

Pete Bedigian, Trustee
Armenian Apostolic Church

Pete Bedigian, President/CEO
Omni Control Technology, Inc.
1 Main St – PO Box 444
Whitinsville, MA 01588

Ofc: 508.234.9121 ext. 102

J. & N.

NOTICE OF COMMUNITY OUTREACH MEETING THE BOTANIST, INC.

Notice is hereby given that The Botanist, Inc. will hold a Community Outreach Meeting on **April 22, 2019** at the Northbridge Town Hall, 7 Main Street, Whitinsville, MA 01588, at 7:00 PM to discuss the proposed siting of a Marijuana Cultivation and Product Manufacturing Establishment on Riverdale Street, MBLU 23-5 (Gravel Pit) in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

THE BOTANIST, INC.

**HOST COMMUNITY AGREEMENT FOR THE SITING OF A MARIJUANA
CULTIVATION AND PRODUCT MANUFACTURING FACILITY IN THE TOWN OF
NORTHBRIDGE**

This Host Community Agreement (the “**Agreement**”) is entered into this ____ day of _____, 2019 (the “**Effective Date**”) by and under the laws of the Town of Northbridge, Massachusetts, a municipal corporation duly organized under the Laws of the Commonwealth, acting through its Board of Selectmen, with a principal address of 7 Main Street, Whitinsville, MA 01588 (hereinafter the “**Municipality**”) and The Botanist, Inc. with a principal office address of _____ (hereinafter “**Licensee**”) (Municipality and Licensee, collectively the “**Parties**”).

RECITALS

WHEREAS, Licensee intends to locate a licensed Marijuana Cultivation Facility (“**MCF**”) at _____, Northbridge, MA 01588 (hereinafter the “**Facility**”) for the cultivation, processing, and packaging of marijuana, and the delivery of marijuana or transfer of marijuana to other marijuana establishments, but not to consumers, in accordance with M.G.L. ch. 94G and 935 CMR 500.000 et seq. (“**State Law**”), and such approvals as may be issued by the Municipality, and other applicable regulations, as may be amended (“**Local Law**”); and

WHEREAS, M.G.L. ch. 94G, § 3(d), and the regulations issued thereunder, require that Municipality and Licensee execute an agreement setting forth the conditions to have the Facility within it that must include, but not be limited to, all stipulations of responsibilities between the host community and the marijuana establishment; and

WHEREAS, the Municipality recognizes this development and Facility will benefit the Municipality and its citizens through increased economic development, offering products in a safe, licensed and secure setting; additional employment opportunities for residents, and a strengthened local tax base; and

WHEREAS, the Parties intend by this Agreement to satisfy the provisions of M.G.L. c.94G, § 3(d), applicable to the operation of a MCF in the Municipality; and

NOW THEREFORE, in consideration of the mutual promises of the Parties contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Authorization.** The Parties respectively represent and warrant that:

- a. Each is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) do not conflict with, or constitute a default under, any agreement or instrument to which either is a party or by which either party may be bound or affected; and
 - b. This Agreement has been duly authorized, executed and delivered and constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms, and there is no action, suit, or proceeding pending, or, to the knowledge of either party, threatened against or affecting wither wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this Agreement.
2. **Local Permitting.** Licensee agrees that it is required to obtain all local permits required pursuant to Massachusetts Law and the Municipality's Bylaws and regulations. Provided the Municipality acts in accordance with the procedures set forth in G.L. c.44, §53G, Licensee shall be required to pay the reasonable costs of the employment by the Municipality's boards and/or officials of outside consultants, including without limitation, engineers, architects, scientists and attorneys required to review the application for such local permits required to operate the Facility.
3. **Community Impact.** Licensee anticipates that the Municipality will incur additional expenses and impacts upon the Municipality's road system, law enforcement, fire protection services, inspectional services and permitting services, public health services, abuse prevention efforts, and potential additional unforeseen impacts upon the Municipality. Accordingly, in order to mitigate the financial impact upon the Municipality and use of the Municipality's resources, the Licensee agrees to make a donation or donations to the Municipality, in the amounts and under the terms provided herein (the "**Community Impact Payments**")
4. **Host Community Payments.**
 - a. **MCF Community Impact Payments.** In the event that Licensee obtains a final license, or any other such license/or approval as may be required under State Law, for the operation of a MCF in the Municipality from the Massachusetts Cannabis Control Commission ("**CCC**"), and receives all required approvals from the Municipality to operate a MCF at the Facility, then Licensee agrees to the following:

The Licensee shall make quarterly community impact payments to the Municipality in an amount equal to two percent (2.00%) of the Gross Sales Price of all marijuana and marijuana-infused products cultivated at the Facility (the "**MCF Community Impact Payment**"). For purposes of calculation under this paragraph, Gross Sales Price shall be defined as:

a) with respect to sales of marijuana or marijuana products sold to third parties unrelated to Licensee, the actual wholesale price paid by such parties; and b) with respect to sales of marijuana and marijuana products at Licensee's retail sales locations, the highest unit prices for products wholesaled to third parties during the previous twelve months to third parties, calculated separately with respect to: i) flower; and ii) extracted products, as the case may be. The initial MCF Community Impact Payment shall be due 30 days after the 90th day following commencement of operations which shall be the date that the Licensee is issued a certificate of occupancy and begins the cultivation of marijuana in the Municipality (the "**Initial MCF Payment**"), and each subsequent payment shall be due on the same day of each quarter thereafter.

- b. **Community Development Payment.** During the Term hereof, the Licensee shall pay to the Town the sum of Three and 00/100 Dollars (\$3.00) per square foot of licensed mature, canopy space, as defined by the CCC ("**Community Development Payment**"); provided, further, that:
- i. The Community Development Payment shall reflect a minimum payment of Fifty Thousand Dollars (\$50,000.00) ("**Minimum Annual Community Development Payment**" or "**MACDP**").
 - ii. The Community Development Payment shall be paid on an annual basis, commencing on or before the first anniversary following commencement of operations, with subsequent payments due on the annual anniversaries of the first such payment.
 - iii. Beginning on the first anniversary of the first payment due under the immediately prior provision, the Community Development Payment and the MACDP each shall escalate at the rate of Two and One Half Percent (2 ½ %) per year.
 - iv. The parties hereby recognize and agree that the Community Development Payment to be paid by the Licensee shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).
- c. **Timely Payment.** Licensee acknowledges that time is of the essence with respect to performance of its obligations hereunder and that late payments shall be subject to interest at the rates prescribed by G.L. c. 59, §57, provided that no interest shall be due if such default is cured within ten (10) days following written notice of default. If Licensee fails to cure such default within said ten (10) days following written notice thereof, interest shall be due from the date of the original default. These payments or benefits shall be made payable to the Municipality at the direction of the Town Manager.

- d. **Application of Payments.** The Licensee acknowledges and agrees that the Municipality is under no obligation to use the Impact Fee and Community Development Payments made herein in any particular manner.
5. **Annual Filing.** Licensee shall notify the Municipality when it commences cultivation at the Facility and shall submit quarterly financial statements to the Municipality, which shall include certification of itemized gross sales, and all other information required to ascertain compliance with the terms of this Agreement. The Licensee shall provide the Municipality access to its financial records and copies of its financial filings to the CCC, documenting gross revenues, and also a copy of its annual filing as a non-profit, if any, to the Massachusetts Office of Attorney General.
- The Licensee shall maintain its books, financial records and any other data related to its finances and operations in accordance with standard accounting practices and any applicable regulations and guidelines promulgated by the Commonwealth of Massachusetts. All records shall be retained for a period of at least seven (7) years.
6. **Term and Termination.** The term of this Agreement shall be for five (5) years from the date the Facility first opens to the public (“Term”). All payments required hereunder shall remain in effect for the duration of the Term. One year prior to the expiration of the Term, the parties shall meet in good faith to negotiate a new Host Community Agreement, which shall include a Community Development Payment and an MCF Community Impact Fee. It shall be presumed that the new MCF Community Impact Fee will be 2.00% of the gross sales of marijuana and marijuana-infused products, and the burden shall be on the Licensee to demonstrate that the new Community Impact Fee should be a lower percentage of such gross sales. If the parties fail to enter into a new Host Community Agreement prior to the expiration of the Term, this Agreement shall expire, and the Municipality’s support for the Facility shall be deemed to have terminated. Upon voluntary or involuntary permanent termination of the use, and upon delivery to the Municipality of written notice of such termination, payments or benefits shall immediately cease; provided, however, that Licensee shall, within seven (7) days of such notice, pay to the Municipality the payments required under paragraph 4 hereof, prorated based upon the number of days that elapsed from the immediately prior payment date to the date of such termination of use and the amount of gross sales during such period.
7. **Acknowledgements.** The Municipality understands and acknowledges that Payments due pursuant to this Agreement are contingent upon the Licensee’s receipt of all state and local approvals to operate a MCF at the Facility. The Licensee acknowledges that the Municipality’s support for the Facility is contingent upon the Payments due pursuant to this Agreement.
8. **Local Property Taxes.** At all times during the Term of this Agreement, property, both real and personal, owned or operated by Licensee shall be treated as taxable, and all

applicable real estate and personal property taxes for that property shall be paid either directly by Licensee or by its landlord, and neither Licensee nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes. Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by Licensee is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in M.G.L. ch. 59, §38, or (iii) if Licensee is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then Licensee shall pay to the Municipality an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payments made by Licensee under Section 4 of this Agreement.

9. **Community Support and Additional Obligations.**

- a. Local Vendors – To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Licensee shall use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance, and continued operation of the Facility.
- b. Employment/Salaries – Except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Licensee shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire qualified residents of the Municipality as employees of the Facility.

Approval of Manager - If requested by the Municipality, the Licensee shall provide to the Municipality, for review and approval, the name and relevant information, including but not limited to the information set forth in 935 CMR 500.030, of the person proposed to act as on-site manager of the Facility. The submittal shall include authorization and all fees necessary to perform a criminal history (CORI) check or similar background check. The Municipality shall consider such request for approval within thirty (30) days following submittal to determine, in consultation with the Police Chief, if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of on-site manager.

- d. Education - Licensee shall provide staff to participate in Municipality-sponsored educational programs on public health and drug abuse prevention, and to work

cooperatively with any of the Municipality's public safety departments to mitigate any potential negative impacts of the Facility.

- e. The Licensee shall, at least annually, provide the Municipality with copies of all reports submitted to the CCC regarding Licensee's operations at the Facility.
 - f. The Licensee will work cooperatively with all necessary municipal departments, boards, commissions, and agencies ensure that Licensee's operations are compliant with all of the Municipality's codes, rules, and regulations.
10. **Application Support.** The Municipality agrees to submit to the CCC all documentation and information required by the CCC from the Municipality for the Licensee to obtain approval to operate a MCF. The Municipality agrees to support Licensee's application(s) for a MCF with the CCC but makes no representation or promise that it will act on any other license or permit request in any particular way other than by the Municipality's normal and regular course of conduct and in accordance with their codes, rules, and regulations and any statutory guidelines governing them. This Agreement does not prevent the Municipality from withdrawing its support of the Facility or request that the CCC revoke any license(s) or approval issued for the Facility, including by the CCC, upon expiration of the Term, if the parties have not entered into a new Host Community Agreement.

This Agreement does not affect, limit, or control the authority of the Municipality's boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Municipality, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, Bylaws, and regulations. The Municipality, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for a MCF to operate in the Municipality, or to refrain from enforcement action against the Licensee and/or the Facility for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

11. **Security.** Licensee shall maintain security at the Facility in accordance with a security plan presented to the Municipality and approved by the CCC. In addition, Licensee shall at all times comply with State Law and Local Law regarding security of the Facility. Such compliance shall include, but will not be limited to: providing hours of operation; after-hours contact information and access to surveillance operations; and requiring Licensee's agents to produce their Program ID Card to law enforcement upon request.

To the extent requested by the Municipality's Police Department, and subject to the security and architectural review requirements of the CCC, the Licensee shall work with the Municipality's Police Department in determining the placement of exterior security cameras, so that at least two cameras are located to provide an unobstructed view in each direction of the public way(s) on which the facility is located.

Licensee agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures.

To the extent requested by the Municipality's Police Department, the Licensee shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Facility. Such plan shall include, but is not limited to, (i) training Licensee employees to be aware of, observe, and report any unusual behavior in authorized visitors or other Licensee employees that may indicate the potential for diversion; and (ii) utilizing seed-to-sale tracking software to closely track all inventory at the Facility.

12. **Governing Law.** This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principals of conflicts of law thereof.
13. **Amendments/Waiver.** Amendments or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all Parties, prior to the effective date of the amendment.
14. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced. Elimination or reduction of any payment required hereunder shall constitute substantial or material prejudice to the Municipality. If any term or condition deemed unlawful concerns the right of the Municipality to the payment and use of any part of the Annual Payments, the parties agree that such part of the Annual Payments paid and to be paid to the Municipality hereunder shall constitute a grant or donation for the purposes set forth herein, and shall be held and used accordingly. Further, the Licensee agrees it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and, the Licensee shall pay for all reasonable fees and costs incurred by the Municipality in defending and enforcing this Agreement.
15. **Successors/Assigns.** This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. The Municipality shall not assign or transfer any interest or obligations in this Agreement without the prior written consent of the Licensee, which shall not be unreasonably delayed, conditioned, or withheld. The Licensee shall not assign, sublet or otherwise transfer any interest, its rights nor delegate its obligations under this Agreement without the prior written consent of the Municipality, which shall not be unreasonably delayed, conditioned, or withheld.

16. **Force Majeure.** If and to the extent that either party is prevented from performing its obligations hereunder by an event of *force majeure*, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the Parties shall instead negotiate in good faith with respect to appropriate modifications of the terms hereof. For purposes of this Agreement, the term *force majeure* shall mean the supervening causes described here, each of which is beyond the reasonable control of the affected party: acts of God, fire, earthquakes, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, a general shortage of labor, equipment, facilities, materials, or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of any governmental or military authorities, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.
17. **Attorney's Fees.** Licensee shall reimburse the Municipality for reasonable attorney fees incurred by the Municipality in conjunction with the Facility, except as a result of the willful or intentional misconduct of the Municipality, including in connection with the negotiation of this Agreement. Such reimbursement shall be made within fourteen days after written request by the Municipality.
18. **Indemnification.** The Licensee shall indemnify, defend, and hold the Municipality harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, and/or proceedings, including resultant costs and attorney's fees, except as a result of the willful or intentional misconduct of the Municipality (collectively, the "Claims"), brought against the Municipality, its agents, departments, officials, employees, and/or successors, by any third party arising from or relating to the Facility or the Agreement. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and consultants of the Municipality's choosing incurred in defending such claims, actions, proceedings or demands. The Licensee agrees, within thirty (30) days of written notice by the Municipality, to reimburse the Municipality for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.
19. **Entire Agreement.** This Agreement constitutes the entire integrated agreement between the Parties with respect to the matters described. 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.
20. **Notices.** Except as otherwise provided herein, any notices, consents, demands, requests, approvals, or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following address:

To the Municipality:

Town of Northbridge
c/o Town Manager
7 Main Street
Whitinsville, MA 01588

To the Licensee:

The Botanist, Inc.
TBD

21. **Third-Parties**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Municipality or the Licensee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Host Community Agreement on the date set forth above.

TOWN OF NORTHBRIDGE

THE BOTANIST, INC.

Name:

Title:

Name:

Title:

The Botanist, Inc: Cultivation and Product Manufacturing Proposal



Acreage
HOLDINGS



1

THE BOTANIST OVERVIEW

THE BOTANIST MASSACHUSETTS

The Botanist is an operational medical marijuana company and adult use retail marijuana applicant located in Central Massachusetts. We were one of the original medical marijuana applicants - originally operating as Prime Wellness Centers, Inc. – that received licensure from the Department of Public Health in early 2015. The Botanist is wholly owned by Acreage Holdings and is committed to serving patients and customers in Central Massachusetts.

Existing footprint of The Botanist in Massachusetts:

- Sterling - 36,000 sq ft medical marijuana cultivation and processing facility
- Worcester - operational medical dispensary, applicant for adult use retail
- Leominster - medical dispensary opening in Q2 2019
- Shrewsbury - medical dispensary opening in Q2 2019, applicant for adult use retail

THE BOTANIST: EXCEPTIONAL PEOPLE

A National Brand Bringing Together Industry Leaders to Produce the Highest Quality Products



Cultivation Facility – NY
90,000 sq. ft. facility opened in 2018



Cultivation Facility/ Extraction Lab – CA
10,000 sq. ft. facility opened in 2017



Cultivation Facility – PA
30,000 sq. ft. facility opened in July 2018

OUR MISSION: Hire Local, Use Local

- Build out: all local general contractors, engineering and design firms
- Supplies: talks with local farms to supply nutrients/soil for cultivation
- Support for and interaction with local “craft” growers to promote their growth
- Ongoing: all employees in cultivation and dispensary from local community

ACREAGE LEADERSHIP



Kevin Murphy

Chairman & CEO

Experience:

Founder of Stanfield Capital
Tandem Global Partners
Gleacher & Co
Schroders
Lazard



John Boehner

Board Member

Experience:

Speaker of the House, United States
House of Representatives
Board Member, Reynolds American
Senior Strategic Advisor, Squire
Patton Boggs



Robert Daino

Chief Operating Officer

Experience:

WCNY Public
Media
Lockheed Martin
General Electric



Chris Tolford

Manager, CT & MA Operations

Experience:

Wellness Connection of Maine
Albin, Randall & Bennett,
CPAs



Bill Weld

Board Member

Experience:

Governor of Massachusetts
Head of Department of Justice Criminal Division
Member, Council on Foreign Relations

THE BOTANIST PLEDGE

- **Hire Local, Be Local**

- We will strive to integrate directly into the community by hiring local, utilizing local vendors, and supporting the local community and non-profits.

- **Limited traffic**

- The cultivation and product manufacturing facility will not have heavy trucks coming in and out. The majority of the traffic will be employees going to and leaving work. The general public will not be allowed on site.

- **Safety and Security**

- We have invested in state-of-the-art security systems and personnel to ensure the security of the facility, our team, and surrounding community.

- **Odor**

- Our facility will have sophisticated and professionally designed ventilation systems. We use carbon filtration and other systems to help eliminate any possibility of odor.

THE BOTANIST, INC: PRODUCT SUITE

A health and wellness brand rooted in education, community and experience.



1. Examples of recommended product and branding for NYmarkets. Final art and SKUs to be determined.



2

Proposed Location

THE BOTANIST: OUR VISION

By 2020 a Robust Cultivation and Manufacturing Site

The Botanist needs additional space to meet the need of the adult use market in Massachusetts and seeks to apply for a Tier 11 Cultivator License and Product Manufacturing License. Our proposed location on Riverdale Street, MBLU 23-5 (the gravel pit) is located on an industrial parcel that is well suited for such a use. The use on the parcel will not be located within 500 feet of any schools, universities, childcare facility, playground, ball field, youth center, or public library. We propose the following:

PHASE 1 - 2019

- 50,000 square foot Greenhouse
- 50,000 square foot Product Manufacturing Facility
- 50 - 60 jobs

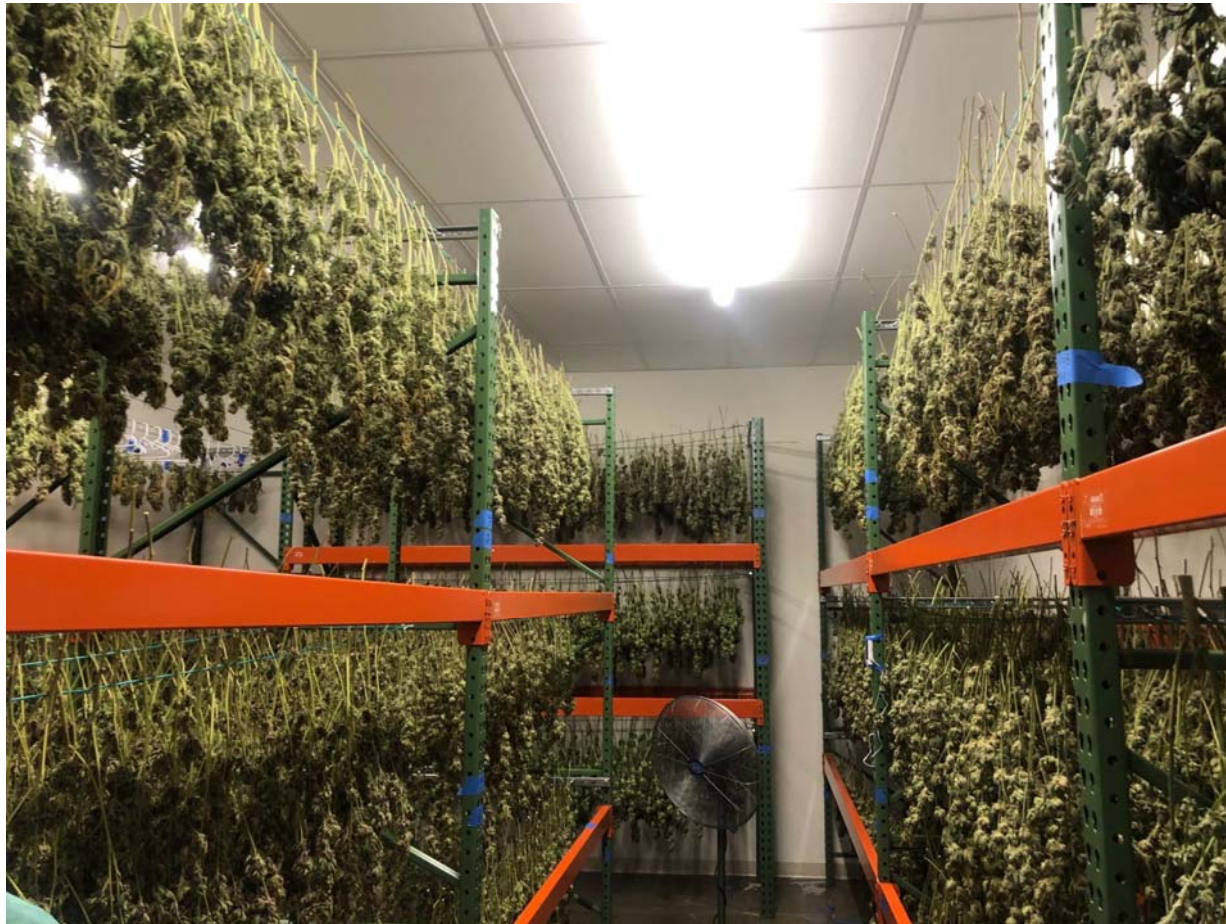
PHASE 2 - 2020 and beyond

- 100,000 additional square feet
- Additional 20 - 30 jobs



The Botanist, Inc: Medical Cultivation Facility

STERLING, MA





3

Standard Operating Procedures (SOPs)

SECURITY

Ensuring the safety of our customers, patients, abutters, and the surrounding community is a chief priority of our team. As such, we have implemented a comprehensive security plan to protect interior and exterior safety, prevent nuisance and diversion, and continually refine our protocol to ensure success.



SECURITY

- Absolutely no members of the public will ever be permitted on the site. Only authorized agents, regulators, security personnel, emergency personnel, and contractors will be granted access on site.
- Perimeter security, including motion sensors, alarms, and video surveillance, will be installed to protect the site from unauthorized intrusion. Intrusion detection sensors will be placed on all exit and entry points, including windows.
- Multiple redundant alarm systems will be operating to ensure that the system does not fail in the case of power outage.
- Live security guards will monitor camera feeds on site during all hours of operation. Additionally, feeds will be remotely monitored by a security monitoring team and have the ability to loop in to the Northbridge Police Department at any given time.
- Marijuana and marijuana products will be located in locked, secure vaults under video surveillance. Only designated employees will have access to the safe.
- All products will be packaged in tamper- or child-resistant packaging. They will be labeled with information including: the origin of the product; name of the product and product identity; type of marijuana used to produce the product; a list of ingredients including the full cannabinoid profile; a statement about serving size and servings per container; directions for use; and a statement that the product has been tested for contaminants including the date of testing.
- Duress, panic, and hold-up alarms will be located strategically throughout the facility.

PREVENTING DIVERSION

In the event The Botanist discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21 or not in the program, the agent will be immediately terminated and the CCC will be promptly notified.

The Botanist will not engage in any marketing, advertising, or branding practices that are targeted to, deemed to appeal to, or portray minors under 21 years of age.

The Botanist will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors.

The Botanist will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, or fruit, including artistic, caricature, or cartoon renderings.

Any marketing, advertising, and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children.”**

The Botanist’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website.

PREVENTING NUISANCE

Our success as a cannabis operator is a direct reflection of our commitment to and work with the surrounding community.

Although members of the public will be strictly prohibited from the site, video and live surveillance will be available to ensure that the establishment does not create nuisance conditions in the parking area, sidewalk, street, and area surrounding the premises and adjacent properties. No cannabis or cannabis products will be visible from the exterior of the site.

The following behaviors will not be permitted on site –

- Any disturbance of the peace
- Public consumption of cannabis
- Illegal drug activity under state or local law
- Littering
- Excessive loitering or pedestrian / vehicular traffic
- Illegal parking or violations of state and local traffic laws
- Queuing of patrons or other obstructions of the public or private way

The Botanist will comply with all reasonable requirements from the Town and will work diligently and in good faith to address any reasonable nuisance concerns brought to its attention by members of the community.

BENEFITS TO NORTHBRIDGE

JOBS: At full capacity, The Botanist will create several dozen full-time and part-time careers. We are committed to hiring local and providing employees with a living wage, full benefits, and substantial training.

REVENUE: The Botanist will sign a Host Community Agreement with the Town, providing annual revenue that the Town can designate to priorities of its choosing.

ECONOMIC GROWTH: We are committed to utilizing local vendors, contractors, and other ancillary services.

RESPONSIBILITY. Our team is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the state regulatory authorities.

A close-up photograph of a cannabis plant with serrated green leaves and developing flower buds, overlaid with a semi-transparent dark green filter.

Questions?

**AGREEMENT FOR PAYMENT IN LIEU OF PERSONAL PROPERTY TAXES UNDER
M.G.L. c. 59, § 38H(b)**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES UNDER M.G.L. c. 59, § 38H(b) (this “Agreement”) is made and entered into as of April 22, 2019 by and between **Syncarpha Northbridge I, LLC** (“Developer”), the TOWN OF NORTHBRIDGE, a municipal corporation duly established by law and located in Worcester County, Commonwealth of Massachusetts (the “Town”). Developer and the Town may also be referred to collectively as the “Parties,” and individually as a “Party.”

WHEREAS, Developer plans to build, own and operate a metered, ground-mounted solar photovoltaic facility, anticipated to have an estimated nameplate capacity of approximately 7.495 megawatts (“MW”), direct current (“DC”), and 4.98 MW, alternating current (“AC”), (such facility, as further defined below, the “Project”), on an approximately 30+/- acre portion of an approximately 95.75+/- acre parcel of land owned by Whitinsville Redevelopment Trust (“Property Owner”), and located at 0 Linwood Avenue, which land is shown on the Town of Northbridge Assessors’ Maps as MBLU 14/15 and having a parcel identification number of 1496, copies of which Assessors’ Map is attached hereto as Exhibit A (said 30+/- acre portion of land only, hereinafter referred to as the “Property”);

WHEREAS, it is the intention of the Parties that Developer make annual payments to the Town for the term of this Agreement in lieu of personal property taxes for the Project in accordance with G.L. c.59, §38H(b), and any and all applicable regulations promulgated pursuant thereto; and

WHEREAS, except as provided herein, the Parties intend that, during the term of the Agreement, Developer will not be assessed for personal property taxes for the Project, and this Agreement will provide for the exclusive payments in lieu of such taxes during the term hereof; provided, however, that this Agreement does not include and shall not affect any other taxes or fees that may be owed now or in the future by Developer and Property Owner, including, but not limited to, real property taxes for the Property (including buildings and, excluding the Project, fixtures and improvements located thereon), and taxes for personal property other than the Project, which taxes, if any, shall continue to be assessed by the Town in accordance with applicable laws and regulations.

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Payment in Lieu of Personal Property Taxes. Developer agrees to make annual payments to the Town in lieu of personal property taxes attributable to the Project for a period of twenty (20) consecutive fiscal years (July 1-June 30). Each annual payment will be in the amount of \$7,500 per MW (DC). Assuming a Project nameplate capacity of 7.495 MW (DC) and 4.98 MW (AC), annual payments shall be as set forth in Exhibit B (each, an “Annual Payment”), which are subject to adjustment under Paragraph 2 for changes in such capacity.

Each Annual Payment will be paid on a fiscal year basis in four (4) equal (or, in the Town's reasonable discretion in order to conform payments to the Board of Assessor's valuation of the Project, slightly unequal) quarterly installments, each of which shall be due on or before August 1, November 1, February 1, and May 1 (each a "Quarterly Payment Date") of each fiscal year. Each quarterly payment amount and due date will be noted on a tax bill to be issued by the Town to the Developer, provided that any failure of the Town to issue such a bill shall not relieve Developer of its obligation to make timely payments hereunder, and provided further that if no bill is issued, Developer shall be in compliance with its payment obligations if it makes all quarterly installments (for which no bill has been issued by the Town) in equal installments by the dates aforesaid.

Annual Payments shall commence with the first quarterly installment due on the first Quarterly Payment Date immediately following the quarter in which the Project achieves commercial operation and is delivering power to the electrical distribution system (the "Commencement Date"); and shall end with the last quarterly installment due on May 1 (the last Quarterly Payment Date of a fiscal year) of the twentieth (20th) fiscal year after the Commencement Date, provided that if the Commencement Date was a date other than August 1, the Annual Payment for the fiscal year in which the Commencement Date occurs shall be pro-rated for such fiscal year, and the term of this Agreement shall be extended so that the Town receives a total of eighty (80) quarterly installment payments.

Other than as provided in Paragraph 2, Developer agrees that the Annual Payments will not be reduced for any reason (including without limitation on account of a depreciation factor, revaluation or reduction in the Town's tax rate, or legislative action fixing or otherwise setting taxes or payments in lieu thereof for photovoltaic solar facilities), and the Town agrees that the Annual Payments will not be increased (including on account of an inflation factor, revaluation or increase in the Town's tax rate or assessment percentage beyond that anticipated by the Parties). Developer hereby waives, during the term of this Agreement, any rights it may have otherwise had in the absence of this Agreement to seek, for any reason and in any forum, an abatement or reduction of taxes assessed for the Project, and therefore, hereby waives any such rights with respect to any payments in lieu of taxes assessed in accordance with the provisions of this Agreement.

2. Adjustments to Annual Payments. Adjustments to Annual Payments shall be made, if at all, only in accordance with this Paragraph 2.

- a. DC Nameplate Capacity Changes. If, as of the date Developer receives from the local electric utility authorization to interconnect and commence operations of the Project (the "Commercial Operations Date"), the installed DC nameplate capacity of the Project (the "DC Capacity") is more or less than the DC Capacity set forth in Paragraph 1, the Annual Payments reflected in Exhibit B shall be increased (if more) or decreased (if less) by the unit price of \$7,500.00 per MW (DC) for each MW (or portion thereof) change in DC Capacity. If after the Commercial Operations Date, as a result of the addition, replacement or enhancement of Project equipment, improvements or other property, the DC Capacity is increased, the Annual Payments

shall be increased for each MW increase in DC Capacity.

- b. Notice of Commercial Operations Date and Changes in Capacity. Within fourteen (14) days following the Commercial Operations Date, Developer shall provide written notice to the Town certifying such date and the DC Capacity of the Project as installed as of that date. Within fourteen (14) days of the addition, replacement, or enhancement of Project equipment, improvements or other property resulting in a change to the DC Capacity, Developer shall provide written notice to the Town describing, in reasonable detail, the equipment, improvements or other property added, replaced, or enhanced; the resulting change in DC Capacity; and a proposed adjustment to Annual Payments in accordance with Paragraph 2.

3. Inventory. Attached to this Agreement as Exhibit C is a preliminary State Tax Form 2 (Form of List) for the Project, representing the preliminary inventory (the "Inventory") of the improvements, equipment and other property anticipated to be incorporated in the Project, together with estimated fair market values for each improvement and item of equipment or property. Only property necessary or incidental to the production of electricity shall be included in the Project and Inventory. Notwithstanding anything to the contrary in this Agreement, the Project, and thus the Annual Payments hereunder, shall not include (i) buildings or, (ii) excluding the Project, fixtures and improvements constituting "Real Property," as defined in M.G.L. c. 59, § 2A(a).

Within thirty (30) days after the Commercial Operations Date, Developer shall submit an updated Inventory (if different from the Inventory in Exhibit C) using State Tax Form 2 (Form of List). Developer will update the Inventory annually as of January 1 of each year, and an updated written Inventory, referred to as an Annual Inventory Update, will be provided to the Town on or before February 1 of each year. Failure of Developer to include all equipment and other personal property in the Inventory or any Inventory Update shall constitute a material breach of this Agreement, subject to the termination and cure provisions set forth in Section 14. The Town acting through its officers, employees, consultants, agents and attorneys, will have the right periodically, during normal business hours and upon reasonable advance notice to Developer, to inspect the Project and review documents in possession of Developer that relate to the Project and the Inventory to verify the Inventory and Developer's compliance with this Agreement.

In addition, the Developer shall, upon signing this Agreement, provide the Town with a copy of Developer's interconnection application filed with the local electric utility (or if such application has not been filed, within fourteen (14) days after it is filed), and a copy of its interconnection agreement with such utility within fourteen (14) days after it has been signed by the utility and Developer. Developer shall also provide the Town any future amendments to such application or interconnection agreement within fourteen (14) days after the amendments to the application are filed by the Developer and the amendments to the interconnection agreement are signed by the utility and Developer.

4. Payment Collection. In addition to such rights and remedies available in this Agreement, all statutory rights and remedies available to the Town for the collection of taxes shall also be available to the Town for the collection of Annual Payments hereunder, including, but not limited to, the rights and remedies provided in G.L. c. 59 and G.L. c. 60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. Accordingly, for example, if and to the extent deemed necessary by the Town for assessment or collection of Annual Payments, the Project may, at the Town's election, be deemed personal property unintentionally omitted from annual assessment under G.L. c. 59, § 75, or "Real Property," as defined in G.L. c. 59, § 2A(a). All late payments shall accrue interest at 14 percent per annum. Furthermore, if Developer breaches its payment obligations under this Agreement, Developer shall pay the reasonable attorneys' fees, court and other costs incurred by the Town in the collection of the unpaid amounts.

5. Tax Status. The Town agrees that during the term of this Agreement, the Town will not assess Developer for any personal property taxes for the Project, and the Town agrees that this Agreement will exclusively govern the payments of such taxes (and payments in lieu of such taxes) that Developer will be obligated to make to the Town with respect to the Project, provided, however, that this Agreement will not affect any other taxes owed by the Developer or Property Owner, including, but not limited to, real property taxes for the Property (including any buildings and, excluding the Project, fixtures and improvements located thereon), and taxes for personal property not incorporated into the Project, which taxes, if any, shall be assessed in accordance with applicable laws and regulations. Notwithstanding the foregoing or anything to the contrary in this Agreement, upon the expiration or earlier termination of this Agreement, the Town shall not be bound by any valuation/payment amount, schedule or formula set forth in this Agreement in the assessment of future taxes for the Project after the date of such expiration or termination.

6. Assignment. Developer shall not assign this Agreement in whole or in part without the advance written consent of the Town, which shall not be unreasonably withheld, except that Developer may (i) collaterally assign the Agreement to an entity providing financing for construction, operation or maintenance of the Project with advance written notice to the Town, provided that Developer shall not be relieved of its obligations hereunder; or (ii) with advance written notice to the Town, assign the Agreement to an entity no less creditworthy than Developer to whom Developer has sold or transferred all its interests in the Project, provided that, upon an assignment under clause "ii," above, Developer shall be deemed as having represented and warranted to the Town that the assignee has the financial ability to comply with all obligations of Developer hereunder; and provided further that, notwithstanding the foregoing, other than a collateral assignment under clause "i," above, Developer shall not assign this Agreement to any person or entity that is not eligible to enter into this Agreement under G.L. c. 59, § 38H(b), and/or who is unable to make all the representations and warranties of Developer contained herein.

7. Invalidity. The Parties understand and agree that this Agreement shall be void and unenforceable if (a) this Agreement, or any material portion of this Agreement, is determined or declared by a court or agency of competent jurisdiction to be illegal, void, or unenforceable;

(b) Developer is determined or declared by a court or agency of competent jurisdiction to not be a “generation company” or “wholesale generation company” as those terms are used and/or defined in G.L. c. 59 § 38H(b), and G.L. c. 164 § 1; and/or (c) this Agreement has not been approved by Town Meeting. In the event this Agreement is declared void in accordance with this Paragraph 7, any payments due and/or made to the Town before the date of such declaration shall be and remain property of the Town, and to the extent permitted by law, shall be deemed full satisfaction of the taxes in lieu of which they were made.

8. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, or by mail in a manner of delivery that results in a confirmation of receipt, such as certified mail or federal express. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To: Developer

Syncarpha Northbridge I, LLC

250 West 57th Street, Suite 701

New York, New York 10107

To: Town of Northbridge

Attn: Robert Fitzgerald

Northbridge Town Assessor

7 Main Street

Whitinsville, MA 01588

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

9. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts without regard to the law of “conflicts of laws.” The Parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Venue for all actions brought hereunder shall be (solely) the state courts located in Suffolk County, Massachusetts, or if different, the county in which the Town is located. Developer agrees to accept service of process, including civil complaints, by certified mail at the address indicated in

Paragraph 8 (Notices).

10. Force Majeure. As used herein, an event of Force Majeure is an event beyond the reasonable control of the Parties, and includes, without limitation, the following events:

- a. Acts of god including floods, winds, storms, earthquake, fire or other natural calamity;
- b. Acts of War or other civil insurrection or terrorism; or
- c. Taking by eminent domain by any governmental entity of all or a portion of the Property or the Project.

In the event that a Force Majeure occurs during the term of this Agreement that renders the Project wholly or substantially unable to produce electricity for a period of more than ninety (90) days, Developer may, at its election, terminate the Agreement following expiration of such 90-day period by written notice to the Town, provided that such termination shall be effective no earlier than the end (June 30) of the fiscal year in which said notice is received by the Town, and provided further that the Project will thereafter be assessed and taxed as if this Agreement does not exist.

Notwithstanding the foregoing or any Force Majeure event, Developer shall continue to make Annual Payments without abatement or reduction until this Agreement is terminated, if at all, in accordance with this Paragraph 10.

11. Certification of Tax Compliance. Pursuant to G.L. c. 62C, § 49A, Developer by its duly authorized representative, certifies under pains and penalties of perjury that it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

12. Covenants, Representations and Warranties of Developer.

- a. During the term of the Agreement, Developer will not do any of the following:
 1. convey by sale, lease, assignment or otherwise any interest in the Property or Project to any tax-exempt entity or organization, including without limitation a charitable organization pursuant to G.L. c.59, § 5 (Clause Third);
 2. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement;
 3. seek, for any reason, an abatement or reduction of any of the amounts assessed in accordance with the terms of this Agreement, and Developer hereby waives, during the full term of this Agreement, any rights it may have otherwise had to seek such an abatement or reduction; or

4. seek to amend or terminate this Agreement on account of the enactment of any law or regulation or a change in any existing law or regulation the intent or effect of which is to fix or limit in any way the method for calculating payments-in-lieu-of-taxes for renewable energy facilities.

b. Developer represents and warrants:

1. It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign corporation, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.

2. This Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.

3. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.

4. The person executing this Agreement on behalf of Developer has the full power and authority to bind it to each and every provision of this Agreement.

5. Developer is a “generation company” or “wholesale generation company” as those terms are used and defined in G.L. c. 59, § 38H(b) and G.L. c. 164 § 1.

6. Developer does not qualify for a manufacturing classification exemption pursuant to G.L. c. 59, § 5(16)(3).

7. The documents and information furnished by Developer to the Town in connection with this Agreement, including but not limited to the Inventory and any update thereto, is true, accurate and complete in all material respects.

8. The performance of Developer’s obligations under this Agreement will not violate or result in a breach or default of any agreement or instrument to which Developer is a party or to which Developer is otherwise bound.

13. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project, and that there are no third party beneficiaries to this Agreement.

14. Termination by Town. Notwithstanding anything to the contrary in this Agreement, the Town may terminate this Agreement on thirty (30) days written notice to Developer if:

- a. The Developer fails to make timely payments required under this Agreement, unless such payment is received by the Town within the 30-day notice period with interest as stated in this Agreement, provided, however, that the Town may nonetheless terminate this Agreement if such failure occurs more than three times in any rolling 365-day period, even if each such failure is cured within the 30-day notice period;
- b. The Developer has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;
- c. The Developer otherwise materially breaches this Agreement, unless such breach is cured within the 30-day notice period, including payment to the Town of any damages arising from such breach, provided, however, that the Town may nonetheless terminate this Agreement if Developer materially breaches this Agreement more than three times in any rolling 365-day period, even if each such breach is cured within the 30-day notice period; and/or

- d. The Developer's representations set forth in Paragraph 12 were untrue, inaccurate, or incomplete in material respects at the time they were made.

15. Payment of Town Costs. Upon execution of this Agreement, the Developer shall pay the Town by bank or certified check, or wire transfer, the lump-sum minimum amount of \$5,000, representing payment of costs and expenses, including attorneys' fees, incurred by the Town in the negotiation of this Agreement.

- 16. Developer's federal tax identification number: 83-1765699

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

SYNCARPHA NORTHBRIDGE I, LLC

By: _____

Title: _____

Date: _____

TOWN OF NORTHBRIDGE

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

EXHIBIT A

THE PROPERTY

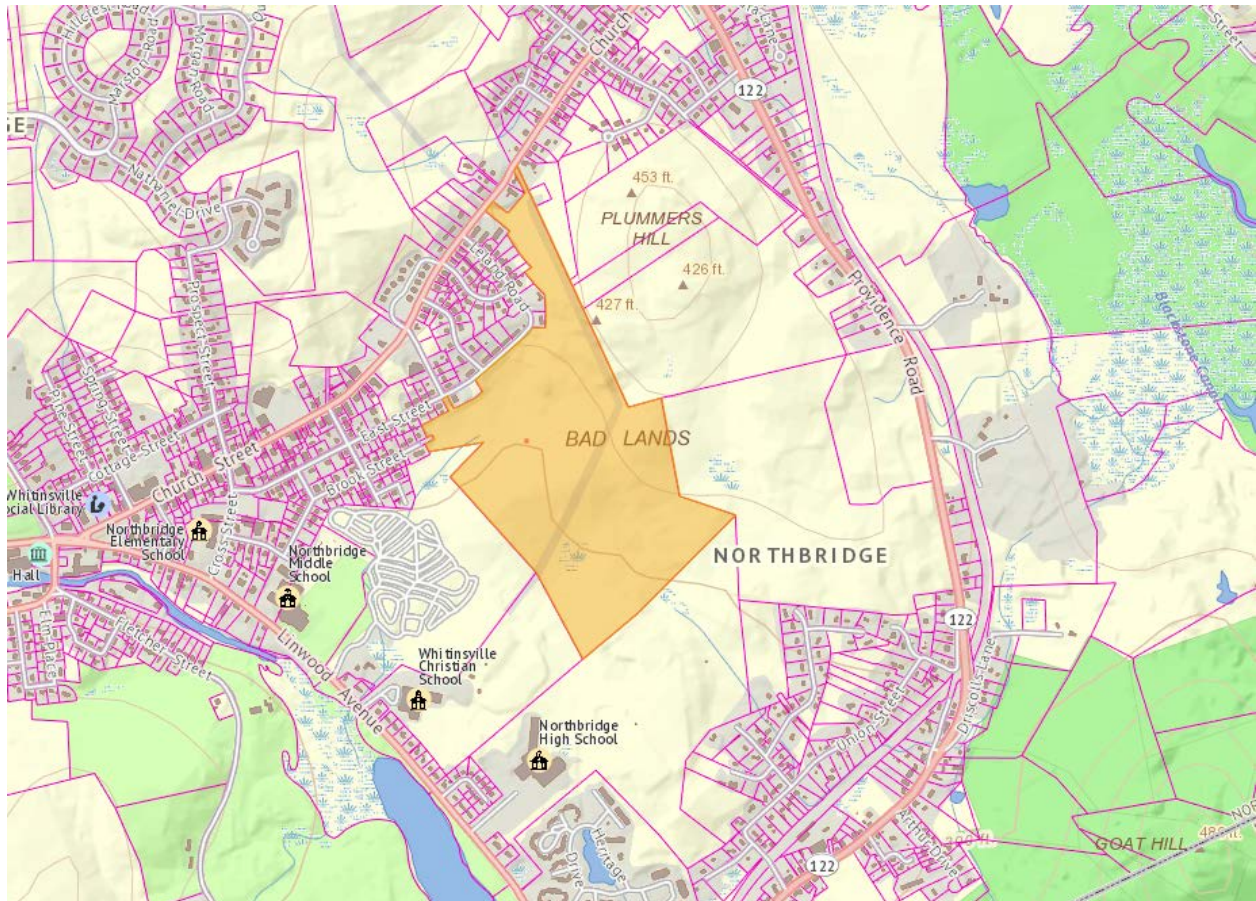


EXHIBIT B

ANNUAL PAYMENTS SCHEDULE

Contract Year	System Size MW (DC)	Annual Amount per MW (DC)	Annual Ammount	Quarterly Payment
1	7.495	\$7,500	\$56,213	\$14,053
2	7.495	\$7,500	\$56,213	\$14,053
3	7.495	\$7,500	\$56,213	\$14,053
4	7.495	\$7,500	\$56,213	\$14,053
5	7.495	\$7,500	\$56,213	\$14,053
6	7.495	\$7,500	\$56,213	\$14,053
7	7.495	\$7,500	\$56,213	\$14,053
8	7.495	\$7,500	\$56,213	\$14,053
9	7.495	\$7,500	\$56,213	\$14,053
10	7.495	\$7,500	\$56,213	\$14,053
11	7.495	\$7,500	\$56,213	\$14,053
12	7.495	\$7,500	\$56,213	\$14,053
13	7.495	\$7,500	\$56,213	\$14,053
14	7.495	\$7,500	\$56,213	\$14,053
15	7.495	\$7,500	\$56,213	\$14,053
16	7.495	\$7,500	\$56,213	\$14,053
17	7.495	\$7,500	\$56,213	\$14,053
18	7.495	\$7,500	\$56,213	\$14,053
19	7.495	\$7,500	\$56,213	\$14,053
20	7.495	\$7,500	\$56,213	\$14,053

EXHIBIT C

FORM OF LIST

Town of Northbridge Assessors
7 Main Street
Whitinsville, MA 01588

Syncarpha Northbridge I, LLC

Form of List – Fiscal Year 2020

B. MACHINERY

Own/Other	Quantity	Description	Nature of Use	Manufacturer	Model	Year of Manufacture	Year of Purchase	Purchase Price	Estimated Market Value
Own	20,700	REC 72-cell Modules	Energy Generation	REC		2019	2019	\$2,946,000	\$2,946,000
Own	863	TerraSmart Racking	Energy Generation	TerraSmart		2019	2019	\$1,038,465	\$1,038,465
Own	83	Sungrow 60kW String Inverters	Energy Generation	Sungrow		2019	2019	\$441,900	\$441,900
Own	4	Energy Storage System (Batteries, Inverters, & Transformer)	Energy Generation	Sungrow		2019	2019	\$2,069,565	\$2,069,565
Own	4	Transformers	Energy Generation	Cooper		2019	2019	\$147,300	\$147,300
Own	4	Medium & Low Voltage Switchgear	Energy Generation			2019	2019	\$220,950	\$220,950
Own	1	DAS	Energy Generation	AlsoEnergy		2019	2019	\$73,650	\$73,650
Subtotal Schedule B								\$6,937,830	\$6,937,830

**AGREEMENT FOR PAYMENT IN LIEU OF PERSONAL PROPERTY TAXES UNDER
M.G.L. c. 59, § 38H(b)**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES UNDER M.G.L. c. 59, § 38H(b) (this “Agreement”) is made and entered into as of April 22, 2019 by and between **Syncarpha Northbridge II, LLC** (“Developer”), the TOWN OF NORTHBRIDGE, a municipal corporation duly established by law and located in Worcester County, Commonwealth of Massachusetts (the “Town”). Developer and the Town may also be referred to collectively as the “Parties,” and individually as a “Party.”

WHEREAS, Developer plans to build, own and operate a metered, ground-mounted solar photovoltaic facility, anticipated to have an estimated nameplate capacity of approximately 6.747 megawatts (“MW”), direct current (“DC”), and 4.98 MW, alternating current (“AC”), (such facility, as further defined below, the “Project”), on an approximately 30+/- acre portion of an approximately 57.24+/- acre parcel of land owned by Whitinsville Redevelopment Trust (“Property Owner”), and located at 0 Providence Road, which land is shown on the Town of Northbridge Assessors’ Maps as MBLU 14/22 and having a parcel identification number of 1502, copies of which Assessors’ Map is attached hereto as Exhibit A (said 30+/- acre portion of land only, hereinafter referred to as the “Property”);

WHEREAS, it is the intention of the Parties that Developer make annual payments to the Town for the term of this Agreement in lieu of personal property taxes for the Project in accordance with G.L. c.59, §38H(b), and any and all applicable regulations promulgated pursuant thereto; and

WHEREAS, except as provided herein, the Parties intend that, during the term of the Agreement, Developer will not be assessed for personal property taxes for the Project, and this Agreement will provide for the exclusive payments in lieu of such taxes during the term hereof; provided, however, that this Agreement does not include and shall not affect any other taxes or fees that may be owed now or in the future by Developer and Property Owner, including, but not limited to, real property taxes for the Property (including buildings and, excluding the Project, fixtures and improvements located thereon), and taxes for personal property other than the Project, which taxes, if any, shall continue to be assessed by the Town in accordance with applicable laws and regulations.

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Payment in Lieu of Personal Property Taxes. Developer agrees to make annual payments to the Town in lieu of personal property taxes attributable to the Project for a period of twenty (20) consecutive fiscal years (July 1-June 30). Each annual payment will be in the amount of \$7,500 per MW (DC). Assuming a Project nameplate capacity of 7.495 MW (DC) and 4.98 MW (AC), annual payments shall be as set forth in Exhibit B (each, an “Annual Payment”), which are subject to adjustment under Paragraph 2 for changes in such capacity.

Each Annual Payment will be paid on a fiscal year basis in four (4) equal (or, in the Town's reasonable discretion in order to conform payments to the Board of Assessor's valuation of the Project, slightly unequal) quarterly installments, each of which shall be due on or before August 1, November 1, February 1, and May 1 (each a "Quarterly Payment Date") of each fiscal year. Each quarterly payment amount and due date will be noted on a tax bill to be issued by the Town to the Developer, provided that any failure of the Town to issue such a bill shall not relieve Developer of its obligation to make timely payments hereunder, and provided further that if no bill is issued, Developer shall be in compliance with its payment obligations if it makes all quarterly installments (for which no bill has been issued by the Town) in equal installments by the dates aforesaid.

Annual Payments shall commence with the first quarterly installment due on the first Quarterly Payment Date immediately following the quarter in which the Project achieves commercial operation and is delivering power to the electrical distribution system (the "Commencement Date"); and shall end with the last quarterly installment due on May 1 (the last Quarterly Payment Date of a fiscal year) of the twentieth (20th) fiscal year after the Commencement Date, provided that if the Commencement Date was a date other than August 1, the Annual Payment for the fiscal year in which the Commencement Date occurs shall be pro-rated for such fiscal year, and the term of this Agreement shall be extended so that the Town receives a total of eighty (80) quarterly installment payments.

Other than as provided in Paragraph 2, Developer agrees that the Annual Payments will not be reduced for any reason (including without limitation on account of a depreciation factor, revaluation or reduction in the Town's tax rate, or legislative action fixing or otherwise setting taxes or payments in lieu thereof for photovoltaic solar facilities), and the Town agrees that the Annual Payments will not be increased (including on account of an inflation factor, revaluation or increase in the Town's tax rate or assessment percentage beyond that anticipated by the Parties). Developer hereby waives, during the term of this Agreement, any rights it may have otherwise had in the absence of this Agreement to seek, for any reason and in any forum, an abatement or reduction of taxes assessed for the Project, and therefore, hereby waives any such rights with respect to any payments in lieu of taxes assessed in accordance with the provisions of this Agreement.

2. Adjustments to Annual Payments. Adjustments to Annual Payments shall be made, if at all, only in accordance with this Paragraph 2.

- a. DC Nameplate Capacity Changes. If, as of the date Developer receives from the local electric utility authorization to interconnect and commence operations of the Project (the "Commercial Operations Date"), the installed DC nameplate capacity of the Project (the "DC Capacity") is more or less than the DC Capacity set forth in Paragraph 1, the Annual Payments reflected in Exhibit B shall be increased (if more) or decreased (if less) by the unit price of \$7,500.00 per MW (DC) for each MW (or portion thereof) change in DC Capacity. If after the Commercial Operations Date, as a result of the addition, replacement or enhancement of Project equipment, improvements or other property, the DC Capacity is increased, the Annual Payments

shall be increased for each MW increase in DC Capacity.

- b. Notice of Commercial Operations Date and Changes in Capacity. Within fourteen (14) days following the Commercial Operations Date, Developer shall provide written notice to the Town certifying such date and the DC Capacity of the Project as installed as of that date. Within fourteen (14) days of the addition, replacement, or enhancement of Project equipment, improvements or other property resulting in a change to the DC Capacity, Developer shall provide written notice to the Town describing, in reasonable detail, the equipment, improvements or other property added, replaced, or enhanced; the resulting change in DC Capacity; and a proposed adjustment to Annual Payments in accordance with Paragraph 2.

3. Inventory. Attached to this Agreement as Exhibit C is a preliminary State Tax Form 2 (Form of List) for the Project, representing the preliminary inventory (the "Inventory") of the improvements, equipment and other property anticipated to be incorporated in the Project, together with estimated fair market values for each improvement and item of equipment or property. Only property necessary or incidental to the production of electricity shall be included in the Project and Inventory. Notwithstanding anything to the contrary in this Agreement, the Project, and thus the Annual Payments hereunder, shall not include (i) buildings or, (ii) excluding the Project, fixtures and improvements constituting "Real Property," as defined in M.G.L. c. 59, § 2A(a).

Within thirty (30) days after the Commercial Operations Date, Developer shall submit an updated Inventory (if different from the Inventory in Exhibit C) using State Tax Form 2 (Form of List). Developer will update the Inventory annually as of January 1 of each year, and an updated written Inventory, referred to as an Annual Inventory Update, will be provided to the Town on or before February 1 of each year. Failure of Developer to include all equipment and other personal property in the Inventory or any Inventory Update shall constitute a material breach of this Agreement, subject to the termination and cure provisions set forth in Section 14. The Town acting through its officers, employees, consultants, agents and attorneys, will have the right periodically, during normal business hours and upon reasonable advance notice to Developer, to inspect the Project and review documents in possession of Developer that relate to the Project and the Inventory to verify the Inventory and Developer's compliance with this Agreement.

In addition, the Developer shall, upon signing this Agreement, provide the Town with a copy of Developer's interconnection application filed with the local electric utility (or if such application has not been filed, within fourteen (14) days after it is filed), and a copy of its interconnection agreement with such utility within fourteen (14) days after it has been signed by the utility and Developer. Developer shall also provide the Town any future amendments to such application or interconnection agreement within fourteen (14) days after the amendments to the application are filed by the Developer and the amendments to the interconnection agreement are signed by the utility and Developer.

4. Payment Collection. In addition to such rights and remedies available in this Agreement, all statutory rights and remedies available to the Town for the collection of taxes shall also be available to the Town for the collection of Annual Payments hereunder, including, but not limited to, the rights and remedies provided in G.L. c. 59 and G.L. c. 60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. Accordingly, for example, if and to the extent deemed necessary by the Town for assessment or collection of Annual Payments, the Project may, at the Town's election, be deemed personal property unintentionally omitted from annual assessment under G.L. c. 59, § 75, or "Real Property," as defined in G.L. c. 59, § 2A(a). All late payments shall accrue interest at 14 percent per annum. Furthermore, if Developer breaches its payment obligations under this Agreement, Developer shall pay the reasonable attorneys' fees, court and other costs incurred by the Town in the collection of the unpaid amounts.

5. Tax Status. The Town agrees that during the term of this Agreement, the Town will not assess Developer for any personal property taxes for the Project, and the Town agrees that this Agreement will exclusively govern the payments of such taxes (and payments in lieu of such taxes) that Developer will be obligated to make to the Town with respect to the Project, provided, however, that this Agreement will not affect any other taxes owed by the Developer or Property Owner, including, but not limited to, real property taxes for the Property (including any buildings and, excluding the Project, fixtures and improvements located thereon), and taxes for personal property not incorporated into the Project, which taxes, if any, shall be assessed in accordance with applicable laws and regulations. Notwithstanding the foregoing or anything to the contrary in this Agreement, upon the expiration or earlier termination of this Agreement, the Town shall not be bound by any valuation/payment amount, schedule or formula set forth in this Agreement in the assessment of future taxes for the Project after the date of such expiration or termination.

6. Assignment. Developer shall not assign this Agreement in whole or in part without the advance written consent of the Town, which shall not be unreasonably withheld, except that Developer may (i) collaterally assign the Agreement to an entity providing financing for construction, operation or maintenance of the Project with advance written notice to the Town, provided that Developer shall not be relieved of its obligations hereunder; or (ii) with advance written notice to the Town, assign the Agreement to an entity no less creditworthy than Developer to whom Developer has sold or transferred all its interests in the Project, provided that, upon an assignment under clause "ii," above, Developer shall be deemed as having represented and warranted to the Town that the assignee has the financial ability to comply with all obligations of Developer hereunder; and provided further that, notwithstanding the foregoing, other than a collateral assignment under clause "i," above, Developer shall not assign this Agreement to any person or entity that is not eligible to enter into this Agreement under G.L. c. 59, § 38H(b), and/or who is unable to make all the representations and warranties of Developer contained herein.

7. Invalidity. The Parties understand and agree that this Agreement shall be void and unenforceable if (a) this Agreement, or any material portion of this Agreement, is determined or declared by a court or agency of competent jurisdiction to be illegal, void, or unenforceable;

(b) Developer is determined or declared by a court or agency of competent jurisdiction to not be a “generation company” or “wholesale generation company” as those terms are used and/or defined in G.L. c. 59 § 38H(b), and G.L. c. 164 § 1; and/or (c) this Agreement has not been approved by Town Meeting. In the event this Agreement is declared void in accordance with this Paragraph 7, any payments due and/or made to the Town before the date of such declaration shall be and remain property of the Town, and to the extent permitted by law, shall be deemed full satisfaction of the taxes in lieu of which they were made.

8. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, or by mail in a manner of delivery that results in a confirmation of receipt, such as certified mail or federal express. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To: Developer

Syncarpha Northbridge II, LLC

250 West 57th Street, Suite 701

New York, New York 10107

To: Town of Northbridge

Attn: Robert Fitzgerald

Northbridge Town Assessor

7 Main Street

Whitinsville, MA 01588

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

9. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts without regard to the law of “conflicts of laws.” The Parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Venue for all actions brought hereunder shall be (solely) the state courts located in Suffolk County, Massachusetts, or if different, the county in which the Town is located. Developer agrees to accept service of process, including civil complaints, by certified mail at the address indicated in

Paragraph 8 (Notices).

10. Force Majeure. As used herein, an event of Force Majeure is an event beyond the reasonable control of the Parties, and includes, without limitation, the following events:

- a. Acts of god including floods, winds, storms, earthquake, fire or other natural calamity;
- b. Acts of War or other civil insurrection or terrorism; or
- c. Taking by eminent domain by any governmental entity of all or a portion of the Property or the Project.

In the event that a Force Majeure occurs during the term of this Agreement that renders the Project wholly or substantially unable to produce electricity for a period of more than ninety (90) days, Developer may, at its election, terminate the Agreement following expiration of such 90-day period by written notice to the Town, provided that such termination shall be effective no earlier than the end (June 30) of the fiscal year in which said notice is received by the Town, and provided further that the Project will thereafter be assessed and taxed as if this Agreement does not exist.

Notwithstanding the foregoing or any Force Majeure event, Developer shall continue to make Annual Payments without abatement or reduction until this Agreement is terminated, if at all, in accordance with this Paragraph 10.

11. Certification of Tax Compliance. Pursuant to G.L. c. 62C, § 49A, Developer by its duly authorized representative, certifies under pains and penalties of perjury that it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

12. Covenants, Representations and Warranties of Developer.

- a. During the term of the Agreement, Developer will not do any of the following:
 1. convey by sale, lease, assignment or otherwise any interest in the Property or Project to any tax-exempt entity or organization, including without limitation a charitable organization pursuant to G.L. c.59, § 5 (Clause Third);
 2. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement;
 3. seek, for any reason, an abatement or reduction of any of the amounts assessed in accordance with the terms of this Agreement, and Developer hereby waives, during the full term of this Agreement, any rights it may have otherwise had to seek such an abatement or reduction; or

4. seek to amend or terminate this Agreement on account of the enactment of any law or regulation or a change in any existing law or regulation the intent or effect of which is to fix or limit in any way the method for calculating payments-in-lieu-of-taxes for renewable energy facilities.

b. Developer represents and warrants:

1. It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign corporation, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.

2. This Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.

3. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.

4. The person executing this Agreement on behalf of Developer has the full power and authority to bind it to each and every provision of this Agreement.

5. Developer is a “generation company” or “wholesale generation company” as those terms are used and defined in G.L. c. 59, § 38H(b) and G.L. c. 164 § 1.

6. Developer does not qualify for a manufacturing classification exemption pursuant to G.L. c. 59, § 5(16)(3).

7. The documents and information furnished by Developer to the Town in connection with this Agreement, including but not limited to the Inventory and any update thereto, is true, accurate and complete in all material respects.

8. The performance of Developer’s obligations under this Agreement will not violate or result in a breach or default of any agreement or instrument to which Developer is a party or to which Developer is otherwise bound.

13. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project, and that there are no third party beneficiaries to this Agreement.

14. Termination by Town. Notwithstanding anything to the contrary in this Agreement, the Town may terminate this Agreement on thirty (30) days written notice to Developer if:

- a. The Developer fails to make timely payments required under this Agreement, unless such payment is received by the Town within the 30-day notice period with interest as stated in this Agreement, provided, however, that the Town may nonetheless terminate this Agreement if such failure occurs more than three times in any rolling 365-day period, even if each such failure is cured within the 30-day notice period;
- b. The Developer has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;
- c. The Developer otherwise materially breaches this Agreement, unless such breach is cured within the 30-day notice period, including payment to the Town of any damages arising from such breach, provided, however, that the Town may nonetheless terminate this Agreement if Developer materially breaches this Agreement more than three times in any rolling 365-day period, even if each such breach is cured within the 30-day notice period; and/or

- d. The Developer's representations set forth in Paragraph 12 were untrue, inaccurate, or incomplete in material respects at the time they were made.

15. Payment of Town Costs. Upon execution of this Agreement, the Developer shall pay the Town by bank or certified check, or wire transfer, the lump-sum minimum amount of \$5,000, representing payment of costs and expenses, including attorneys' fees, incurred by the Town in the negotiation of this Agreement.

- 16. Developer's federal tax identification number: 83-1800580

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

SYNCARPHA NORTHBRIDGE II, LLC

By: _____

Title: _____

Date: _____

TOWN OF NORTHBRIDGE

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

EXHIBIT A

THE PROPERTY

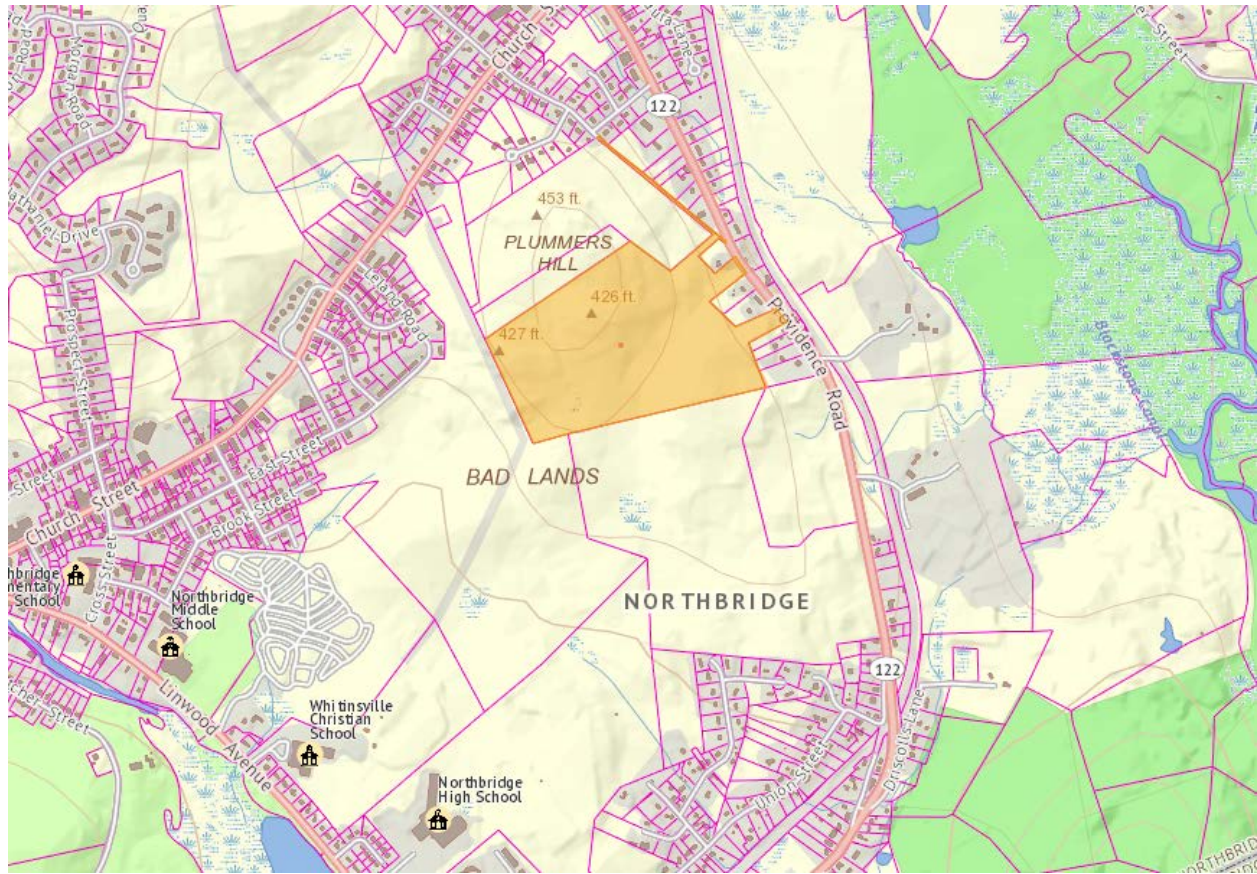


EXHIBIT B

ANNUAL PAYMENTS SCHEDULE

Contract Year	System Size MW (DC)	Annual Amount per MW (DC)	Annual Ammount	Quarterly Payment
1	6.747	\$7,500	\$50,603	\$12,651
2	6.747	\$7,500	\$50,603	\$12,651
3	6.747	\$7,500	\$50,603	\$12,651
4	6.747	\$7,500	\$50,603	\$12,651
5	6.747	\$7,500	\$50,603	\$12,651
6	6.747	\$7,500	\$50,603	\$12,651
7	6.747	\$7,500	\$50,603	\$12,651
8	6.747	\$7,500	\$50,603	\$12,651
9	6.747	\$7,500	\$50,603	\$12,651
10	6.747	\$7,500	\$50,603	\$12,651
11	6.747	\$7,500	\$50,603	\$12,651
12	6.747	\$7,500	\$50,603	\$12,651
13	6.747	\$7,500	\$50,603	\$12,651
14	6.747	\$7,500	\$50,603	\$12,651
15	6.747	\$7,500	\$50,603	\$12,651
16	6.747	\$7,500	\$50,603	\$12,651
17	6.747	\$7,500	\$50,603	\$12,651
18	6.747	\$7,500	\$50,603	\$12,651
19	6.747	\$7,500	\$50,603	\$12,651
20	6.747	\$7,500	\$50,603	\$12,651

EXHIBIT C
FORM OF LIST

Town of Northbridge Assessors
7 Main Street
Whitinsville, MA 01588

Syncarpha Northbridge II, LLC

Form of List – Fiscal Year 2020

B. MACHINERY

Own/Other	Quantity	Description	Nature of Use	Manufacturer	Model	Year of Manufacture	Year of Purchase	Purchase Price	Estimated Market Value
Own	18,234	JA Solar 72-cell Modules	Energy Generation	JA Solar		2019	2019	\$2,946,000	\$2,946,000
Own	760	TerraSmart Racking	Energy Generation	TerraSmart		2019	2019	\$1,038,465	\$1,038,465
Own	83	Sungrow 60KW String Inverters	Energy Generation	Sungrow		2019	2019	\$441,900	\$441,900
Own	4	Energy Storage System (Batteries, Inverters, & Transformer)	Energy Generation	Sungrow		2019	2019	\$2,069,565	\$2,069,565
Own	4	Transformers	Energy Generation	Cooper		2019	2019	\$147,300	\$147,300
Own	4	Medium & Low Voltage Switchgear	Energy Generation			2019	2019	\$220,950	\$220,950
Own	1	DAS	Energy Generation	AlsoEnergy		2019	2019	\$73,650	\$73,650

Subtotal Schedule B	\$6,937,830	\$6,937,830
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COMMONWEALTH OF MASSACHUSETTS
TOWN OF NORTHBRIDGE
WARRANT FOR ANNUAL TOWN ELECTION
TUESDAY, MAY 21, 2019

WORCESTER, ss:

To any Constable of the **TOWN OF NORTHBRIDGE:**

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of the Town of Northbridge, qualified to vote in the **ANNUAL TOWN ELECTION** to vote at:

Northbridge High School
427 Linwood Avenue
For Precincts 1, 2, 3, and 4

on Tuesday, May 21, 2019 from 7:00 a.m. to 8:00 p.m. for the following purpose:

To cast their votes in the Annual Town Election for candidates for the following offices and question:

OFFICES

BOARD OF SELECTMEN.....TWO SEATS / THREE-YEAR TERMS
TOWN MODERATOR.....ONE SEAT / THREE-YEAR TERM
SCHOOL COMMITTEE.....ONE SEAT / THREE-YEAR TERM
SCHOOL COMMITTEE.....ONE SEAT / TWO-YEAR TERM
SCHOOL COMMITTEE.....ONE SEAT / ONE-YEAR TERM
PLANNING BOARD.....TWO SEATS / THREE-YEAR TERMS
PLANNING BOARD.....ONE SEAT / ONE-YEAR TERM
TRUSTEES OF SOLDIERS' MEMORIALS – VETERANONE SEAT / THREE-YEAR TERM
TRUSTEES OF SOLDIERS' MEMORIALS – NON-VETERAN.....ONE SEAT / THREE-YEAR TERM
NORTHBRIDGE HOUSING AUTHORITY.....ONE SEAT / FIVE-YEAR TERM
NORTHBRIDGE HOUSING AUTHORITY.....ONE SEAT / FOUR-YEAR TERM
NORTHBRIDGE HOUSING AUTHORITY.....ONE SEAT / TWO-YEAR TERM
REDEVELOPMENT AUTHORITY.....ONE SEAT / FOUR-YEAR TERM
REDEVELOPMENT AUTHORITY.....ONE SEAT / THREE-YEAR TERM
REDEVELOPMENT AUTHORITY.....ONE SEAT / ONE-YEAR TERM

QUESTION

Shall the Town of Northbridge be allowed to exempt from the provisions of Proposition two and one-half, so called, the amounts required to pay for the bond issued in order to pay the costs for engineering, design and installation of athletic turf at Lasell Field; associated capital improvements to the Lasell Field complex, including the track, bleachers and lighting; and purchasing equipment to maintain the turf?

YES _____ NO _____

And you are directed to serve this warrant by posting attested copies thereof at the Whitinsville Post Office and the Salvation Army, both in Precinct 1; Gary's Variety and the Northbridge Post Office in Northbridge, both in Precinct 2; Town Clerk's Office and 1Quickstop in Whitinsville, both in Precinct 3; and the Whitinsville Social Library and Town Hall Annex in Whitinsville, both in Precinct 4; seven (7) days at least before the time and place of election aforesaid.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.
Given under our hands this 22nd day of APRIL, 2019.

SELECTMEN OF NORTHBRIDGE

Thomas J. Melia, Chairman

James J. Athanas

Daniel J. Nolan

Charles Ampagoomian, Jr.

Alicia M. Cannon

WORCESTER, SS
Northbridge

By virtue of this warrant, I have this day notified the inhabitants of the Town of Northbridge qualified to vote in Town elections and Town affairs to vote at the time and place and for the purpose stated in this warrant by posting attested copies thereof as within directed.

Constable, Town of Northbridge

Date

(Warrant must be posted at least **seven days prior** to May 21, 2019.)

2019 Junk/Bowling Billiards Renewals

M.

Establishment

Manager/Owner

License Type

Expires May 1, 2019 - Junk Dealer License \$100

Pedro Martell III dba Junk in the Trunk

Mr. Pedro Martell III

Junk Dealers

Expires May 1, 2019 - Bowling/Billiards License - \$30 ea.

Kenneth Couture d/b/a Sparetime Recreation

Mr. Kenneth Couture

Bowling License

Kenneth Couture d/b/a Sparetime Recreation

Mr. Kenneth Couture

Billiards License (1)

Town Manager's Report for the Period of April 8, 2019 – April 19, 2019

1. Key Meetings Attended:

- Monday, April 8, 2019 – Attended the first CPA Committee meeting to welcome members.
- Monday, April 8, 2019 – Attended the Board of Selectmen's Meeting.
- Tuesday, April 9, 2019 – Attended a Career Day event at the Balmer Elementary School.
- Tuesday, April 9, 2019 – Attended a regional Town Managers Meeting to discuss Veterans Services.
- Wednesday, April 10, 2019 – Attended a second Career Day event at the Balmer Elementary School.
- Wednesday, April 10, 2019 – Attended a Feasibility Study Meeting at Alternatives.
- Wednesday, April 10, 2019 – Attended a special meeting of the Board of Selectmen.
- Monday, April 15, 2019 – Town Offices closed for Patriots Day.
- Tuesday, April 16, 2019 – Met with Chairman Melia to discuss 4/22 BOS Agenda.
- Thursday, April 18, 2019 – Met with Senior Center Director K. Bol and S. Susienka to discuss Senior Center Transportation.

2. **Balmer School Building Project:** The architect Dore & Whittier is working on Design Development with the CM-at-Risk Fontaine Brothers. The School Building Committee is reviewing design elements with the project team and as they begin permitting for the project. The Notice of Intent has been submitted to the Conservation Commission. The next Building Committee Meeting is Wednesday, April 24th.
3. **DPW Garage Project:** The project is now considered complete. Staff is planning a grand opening/open house scheduled for Friday, May 10th at 1 pm.
4. **Fire Station Project (Feasibility Study):** The Project Team has advertised the RFQ. A pre-submittal conference has been held with prospective architect teams. Submittals are due April 26, 2019.
5. **LED Streetlight Conversion:** The Town has sent off signed closing documents to National Grid for signature and recording. The project will start immediately upon closing.
6. **Recreational Marijuana:** The Host Community Agreement for **True Nature's Wellness** (retail) and for **Eskar**, have been approved by the BoS. The companies' next steps include getting Planning Board and Cannabis Control Commission approvals. The Board will hold the Community Forum and discuss the HCA for **The Botanist** (cultivation) on April 22nd.
7. **Solar PILOTs:** The PILOT for Nexamp (Sutton Solar 2 project – Lasell Road) has been signed. The PILOT discussions for Syncarpha (Northbridge I & II project – Linwood Ave, also Puddon I & II) are ongoing.
8. **FY2020 Budget and Town Meeting Preparation:** The Warrant has been posted and the Town Clerk has been notified of one Ballot Question (Turf Field Project). The Spring Annual Town Meeting is scheduled for Tuesday May 7, 2019 and the Annual Town Election is scheduled for Tuesday, May 21st.