

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
NORTHBRIDGE TOWN HALL
7 MAIN STREET - WHITINSVILLE, MA 01588
May 20, 2019 at 7:00 PM**

PLEDGE OF ALLEGIANCE

- I. APPROVAL OF MINUTES: A. 1)** February 25, 2019 **2)** March 11, 2019 **3)** March 25, 2019
- II. PUBLIC HEARING 7:05 PM: B.** Emperors Garden, LLC dba New China Pacific, 683 Linwood Avenue, Whitinsville [**Present: Jinny Chen, Manager**]/Applications to transfer the All Alcoholic Beverages Liquor License and non-alcoholic Common Victualler's Licenses from New China Pacific LLC dba New China Pacific Restaurant [Jackie Lee, Manager]
- III. APPOINTMENTS/Resignations**
- IV. CITIZENS' COMMENTS/INPUT**
- V. DECISIONS**
- C.** Northbridge Fire Department/Request for a one-day Entertainment License for Saturday, June 29, 2019 from 2 PM to 11 PM at Northbridge Middle School, 171 Linwood Ave., Whitinsville [**Present: Anthony Genga**]
- D.** Northbridge Veterans' Council/**1)** Request to hold the Memorial Day Parade in Whitinsville on Monday, May 27, 2019 at 10:00 AM. **2)** Request permission to use Memorial Park for Memorial Day exercises
- E.** St. Patrick's Church/Request to hold a Boot Drive at Memorial Square and Ovia Square on Saturday, June 8, 2019 from 9 AM to 12 PM/**Present: Dara Dowd**
- F.** Operation Graduation – Class of 2020/Request to hold a Boot Drive at Memorial Square and Ovia Square **1)** on Saturday, October 19, 2019 [rain date: Sunday, October 20, 2019] from 9 AM to 3 PM; **2)** on Saturday, April 4, 2020 [rain date: Sunday, April 5, 2020] from 9 AM to 3 PM /**Present: Jeremy and Tina Keene**
- G.** George Marston Whittin Community Center/Request to hang a banner across Church Street from Sunday, July 21, 2019 to Sunday, August 4, 2019 to advertise their annual "Cars In The Park" event to be held on Saturday, August 17, 2019
- H.** Criminal Offender Record Information Policy [CORI]/Vote to update policy per DCJIS regulations
- I.** Hemlock Estates Subdivision/Vote to accept monetary donation in the amount of \$10,000 to be used towards improvements to recreational facilities
- VI. DISCUSSIONS**
- VII. TOWN MANAGER'S REPORT**
- VIII. SELECTMEN'S CONCERNS**
- IX. ITEMS FOR FUTURE AGENDA**
- X. CORRESPONDENCE**
- XI. EXECUTIVE SESSION**
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| Town Clerk: 2 Hard copies | <input type="checkbox"/> |
| Web: Post time-stamped copy | <input type="checkbox"/> |

THIS AGENDA IS SUBJECT TO CHANGE

A. 1)

**BOARD OF SELECTMEN'S MEETING
February 25, 2019**

A meeting of the Board of Selectmen was called to order by Chairman Thomas Melia at 7:00 PM, Northbridge Town Hall, 7 Main Street, Whitinsville, MA. **Present:** Board Members: Ampagoomian, Athanas, Cannon, Melia and Nolan. Adam D. Gaudette, Town Manager was absent.

The Pledge of Allegiance was recited by those present.

APPROVAL OF MINUTES: December 17, 2018. A motion/Mr. Ampagoomian, seconded/Mr. Athanas to approve the December 17, 2018 meeting minutes as presented with the readings omitted. Vote yes/Board Members: Ampagoomian, Athanas, Cannon and Melia. Abstain: Nolan.

PUBLIC HEARING/None

APPOINTMENTS: Richard Steeves, Historical Commission [Present: Kenneth Warchol, Chairman]. Mr. Warchol stated they are excited to have Mr. Steeves become a member of the Historical Commission. Mr. Steeves stated he looks forward to getting involved with the Town. A motion/Mr. Nolan, seconded/Mrs. Cannon to appoint Richard Steeves to the Historical Commission. Vote yes/Unanimous.

CITIZENS' COMMENTS/INPUT/None

Northbridge Firefighters/1) Request to hang a banner across Church Street from April 28, 2019 to May 12, 2019 to advertise their annual Spaghetti Supper to be held on Saturday, May 18, 2019 2) Request to hang a banner across Church Street from June 16, 2019 to June 30, 2019 to advertise their annual Fireworks display to be held on Saturday, June 29, 2019. A motion/Mr. Athanas seconded Mr. Ampagoomian to approve the Firefighters' request to hang a banner across Church Street from April 28, 2019 to May 12, 2019 to advertise their annual Spaghetti Supper to be held on Saturday, May 18, 2019 and to hang a banner across Church Street from June 16, 2019 to June 30, 2019 to advertise their annual Fireworks event to be held on Saturday, June 29, 2019. Vote yes/Unanimous.

Host Community Agreement for True Nature's Wellness [Present: Steve Croteau and Phil Silverman]. Chairman Melia explained that at the previous Selectmen's meeting of February 11, 2019, a forum was held where residents could express their concerns about the Host Agreement, and as a result of the forum, changes have been made. Chairman Melia explained that if there are no questions regarding the Host Agreement, the Board can vote to approve the agreement as provided. A motion/Mr. Ampagoomian, seconded/Mrs. Cannon to approve the Host Community Agreement for True Nature's Wellness as presented. Vote yes/Unanimous.

Spring Annual Town Meeting [May 7, 2019]/Vote to place articles on the warrant. Chairman Melia read the articles aloud. **ARTICLE 1: (Board of Selectmen)/Bills of a prior year:** Chairman Melia explained that this is a regular housekeeping article. **ARTICLE 2: (Board of Selectmen) /FY19 Budget Adjustments:** Chairman Melia explained this article is for

transfers within the FY19 budget. **ARTICLE 4: (Board of Selectmen)/FY'20 Sewer Enterprise Operation.** **ARTICLE 5: (Board of Selectmen)/FY'20 Water Enterprise Operation.** **ARTICLE 6: (Board of Selectmen)/Chapter 90.** **ARTICLE 7: (Board of Selectmen)/Compensating Balance Agreements.** Authorizes the Treasurer/Collector to enter into agreements with banks. **ARTICLE 8: (Board of Selectmen)/Annual Reauthorization of the Board of Health's and Playground and Recreation's Revolving Accounts.** Chairman Melia explained there are three accounts as follows: Playground and Recreation for \$20,000, Food Health and Safety for \$20,000 and Compost Site for \$10,000. **ARTICLE 9: (Board of Selectmen)/Transfer money to the Compensated Absences Fund.** Chairman Melia explained this is also a yearly article. **ARTICLE 10: (Board of Selectmen)/FY'20 Pine Grove Cemetery Operations.** Chairman Melia explained this article will transfer money from the Cemetery Trust to fund the operations of the Pine Grove Cemetery for FY'20. **ARTICLE 13: (Board of Selectmen)/Transfer money from the Sewer Enterprise Fund to fund the 3rd segment of the CWMP and make sewer improvements and repairs.** Chairman Melia explained this article will ensure the Town remains in compliance with the Town's Comprehensive Wastewater Management Plan. **ARTICLE 14: (Board of Selectmen)/Transfer money from the Sewer Enterprise Fund to develop a technically based metal reduction system to comply with the EPA Adm. Order.** Chairman Melia explained that the amount of the transfer will be \$360,000. **ARTICLE 15: (Board of Selectmen)/Remove Underground Storage Tank at the Wastewater Treatment Plant.** Chairman Melia stated this article transfers \$52,200 from the unexpended balance of a Sewer Capital Account for the removal and replacement of an Underground Fuel Oil Storage Tank at the Wastewater Treatment Plant. **ARTICLE 16: (Board of Selectmen)/ Transfer money from the Water Enterprise Fund for infrastructure repairs /water mains on Linwood Ave., Court St., Jon Cir., and Edgemere Ave.** **ARTICLE 17: (Board of Selectmen)/Capital Projects.** To see if the Town will vote to transfer from the undesignated fund balance (free cash) the following sums of money to be expended under the direction of the Director of Public Works for the following purposes: _____. Chairman Melia explained the details of the capital items/account numbers will be filled in at a later date. **ARTICLE 18: (Board of Selectmen)/ Transfer money from the Town Building Maintenance Fund for Town Hall Slate Roof Eval; Town Hall Flooring/stairs; and floor burnishers/buffing machines for the School Department.** Chairman Melia explained this article is for maintenance of Town-owned buildings and facilities in Fiscal Year 2020. There being no further articles sponsored by the Selectmen, a motion/Mr. Ampagoomian, seconded/Mr. Nolan to place all of the above articles on the May 7, 2019 Spring Annual Town Meeting Warrant. Vote yes/ Unanimous.

Continuing, Chairman Melia advised that he received a letter from School Committee Chairman Michael Lebrasseur, in regard to Article 19, which is currently sponsored by the School Committee. He is requesting the Board of Selectmen to co-sponsor Article 19, which would support a turf field upgrade at Lasell Field. Chairman Melia then read aloud Article 19. **ARTICLE 19: (School Committee).** To see if the Town will vote to raise and appropriate, borrow, or transfer from available funds a sum of money for the purpose of funding the engineering, design and installation of turf on Lasell Field; making associated capital improvements to the Lasell Field complex, including the track, bleachers and lighting; and purchasing the necessary capital equipment to maintain the turf, contingent upon the passage of a capital outlay expenditure exclusion under the provisions of Proposition 2 ½ so called, MGL Chapter 59, Section 21C (i½),

for FY 20 (July 1, 2019 to June 30, 2020); or take any action relative thereto. A motion/Mr. Ampagoomian, seconded/Mr. Athanas to co-sponsor Article 19 with the School Committee. Vote yes/Unanimous.

TOWN MANAGER'S REPORT: FY2020 Initial Budget Presentation. This item was passed over as Town Manager Gaudette was not able to attend tonight's meeting to discuss this item.

SELECTMEN'S CONCERNS: **Selectmen Athanas** asked Highway Superintendent Jamie Luchini for an update on potholes. Mr. Luchini explained that the hotbox has been out every day making repairs and will continue to be out making repairs. **Selectwoman Cannon** attended the Student of the Month Breakfast at the Middle School with Town Manager Gaudette and was impressed with the students and their hard work. **Selectman Melia** asked Mr. Luchini how the new Department of Public Works Facility is working out. Mr. Luchini replied that it is working out well. He said it's nice to get into warm trucks instead of having to wait for them to warm up; he added that having a lift to work on trucks has been a great help.

ITEMS FOR FUTURE AGENDA/None

CORRESPONDENCE/None

EXECUTIVE SESSION/None

Chairman Melia announced that the next Board of Selectmen's meeting is scheduled for Monday, March 11, 2019.

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

Meeting Adjourned: 7:21 PM

Respectfully submitted,

Daniel Nolan, Clerk

/mjlw

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING - OPEN SESSION

February 25, 2019

- I. APPROVAL OF MINUTES:**
 - A. December 17, 2018**
 - Copy of December 17, 2018 meeting minutes
- II. PUBLIC HEARING**
- III. APPOINTMENTS: B. Richard Steeves, Historical Commission [Present: Kenneth Warchol, Chairman]**
 - Copy of Talent Bank Form of Richard Steeves
- IV. CITIZENS' COMMENTS/INPUT:**
- V. DECISIONS:**
 - C. Northbridge Firefighters/1) Request to hang a banner across Church Street from April 28, 2019 to May 12, 2019 to advertise their annual Spaghetti Supper to be held on Saturday, May 18, 2019**
 - Copy of request to hang a banner
 - 2) Request to hang a banner across Church Street from June 16, 2019 to June 30, 2019 to advertise their annual Fireworks display to be held on Saturday, June 29, 2019**
 - Copy of request to hang a banner
 - D. Host Community Agreement for True Nature's Wellness [Present: Steve Croteau and Phil Silverman]**
 - Copy of draft Host Community Agreement with True Nature's Wellness
 - E. Spring Annual Town Meeting [May 7, 2019] / Vote to place articles on warrant**
 - Copy of draft Spring Annual Town Meeting Warrant
- VI. DISCUSSIONS/None**
- VII. TOWN MANAGER'S REPORT**
 - F. FY2020 Initial Budget Presentation**
 - Copy of FY 2020 Budget outlook
- VIII. SELECTMEN'S CONCERNS/No documentation**
- IX. ITEMS FOR FUTURE AGENDA/None**
- X. CORRESPONDENCE /None**
- XI. EXECUTIVE SESSION/None**

A.2)

**BOARD OF SELECTMEN'S MEETING
March 11, 2019**

A meeting of the Board of Selectmen was called to order by Chairman Thomas Melia at 7:00 PM, Northbridge Town Hall, 7 Main Street, Whitinsville, MA. **Present:** Board Members: Ampagoomian, Cannon, and Melia. **Also Present:** Adam D. Gaudette, Town Manager. Selectman Athanas and Selectman Nolan were absent, and it is duly noted.

The Pledge of Allegiance was recited by those present.

APPROVAL OF MINUTES/None

PUBLIC HEARING/None

APPOINTMENTS. Superintendent Screening Committee/Vote to appoint Select Board Member. Chairman Melia explained that the School Committee is forming a School Superintendent Screening Committee and the School Committee would like to have a Select Board Member serve on the Committee. Chairman Melia noted that Selectwoman Cannon has expressed a desire to serve on the Committee. A motion/Mr. Ampagoomian, seconded/Mr. Melia to appoint Selectwoman Cannon to the School Superintendent Screening Committee. Vote yes/Board members: Ampagoomian, Cannon and Melia.

CITIZENS' COMMENTS/INPUT/None

DECISIONS/None

TOWN MANAGER'S REPORT: 1) FY2020 Initial Budget Presentation. Town Manager Gaudette noted that December of 2018 was the first meeting held to discuss budget goals, which led to developments in the budget during January and February. He reported that the Capital Plan was updated and approved by the Building, Planning, and Construction Committee. He also mentioned that he met with the Finance Committee several times and initiated Department presentations beginning on February 27, 2019 and continuing to March 13, 2019. The next meeting, March 20th, will feature presentations from the Northbridge Public Schools and Blackstone Valley Tech. Mr. Gaudette stated at this point we have a balanced budget. He then discussed the FY20 budget outlook. New revenues, which are divided into three categories: 1) Tax Levy, which is a little less than 50% of the Towns total resources; 2) State Aid, which is made up of Chapter 70 Unrestricted General Government Aid; and 3) Receipts, which is miscellaneous resources such as excise tax, permits, fines and other revenue. Town Manager Gaudette pointed out that the positive change from 2019, is due to the new growth that is projected. The State Aid number went down due to a shift in School Choice. Town Manager Gaudette reviewed the New Charges, part of which is the School Choice offset, and Cherry Sheet charges, which consists of membership to the WRTA, PILOTS, parks, abatements and tax title. He explained that this year's budget is only going up 1.89%, which is relative to the available revenues. Mr. Gaudette advised that he would be reviewing expenses next and said when you have a 1.89% increase in revenues it is certainly a major restriction in terms of funding existing costs and adding services. Town Manager Gaudette explained that unfortunately it is another tough year and the Departments have met internally to make decisions on the budget. The significant increases this year is pension liability, which is a fixed cost for the retirement system; Blackstone Valley Tech. – up 6.3%, Northbridge Schools – up 1.92%, General Government – up 1.93%, Non-Departmental – up 1.71% and Debt Service, which will change to whatever we go up to match what the revenues will be in terms of the debt exclusion. Town Manager Gaudette stated that he shifted money around from the Trade School Budget in order to give more money to the School Department. Selectman Ampagoomian asked how the School and Municipal Unions affect the budget. Town Manager Gaudette responded that the general government Union contracts are in place and are 3-year agreements, so this budget included the second year of those

agreements. He also stated that the School District is beginning negotiations, so it is tough to say where they will be, but he will be representing the Board of Selectmen once they begin negotiations. Selectwoman Cannon asked about the adjusted amount under receipts, which is different from when she and Town Manager Gaudette had met on the budget. Mr. Gaudette explained that he and the Town Accountant reviewed revenue sources in the budget and felt they could make a small adjustment. Chairman Melia asked if the main reason for the decrease in State Aid is due to the student population with more going out than coming in and the Town Manager replied that is correct and added there are less students coming into the district, which decreases the money coming in and with more students leaving the district the Town is paying a higher charge. Chairman Melia asked if there was any chance that the State Aid will increase. Town Manager Gaudette answered that the Governor released the House 1 budget and the next two phases of the budget will be the House and the Senate, but he doesn't think it will go up that much. Town Manager Gaudette added that there is discussion of an Education Reform. **2) FY2020 Capital Plan.** Town Manager Gaudette explained the process for developing the Capital Plan stating that the plan is updated every year with Departments and staff, either adding or removing items or adjusting the years. Next, the Town works with the Building, Planning, and Construction Committee to finalize the plan, which also serves as a draft funding plan. He also stated the Lasell Turf Field project is in the \$2.5 million range but isn't included in this year's capital plan. Continuing, Mr. Gaudette explained that in the past the Roads Program has been funded above and beyond Chapter 90 but hasn't been done the last few years. He also noted that the Police Chief Assessment Center was originally in the Police Chief's budget, so when he was seeking to cut \$200,000 in items from the budget, he explained he took this item off because it was a one-time payment. He also explained the underground storage tank removal is mandated by DEP and added once a conversion is done you have a certain amount of time to get the tank out of the ground. Last year, the tank at the Town Hall Annex was removed and next are the tanks at the Town Hall and the Wastewater Treatment Plant. Selectwoman Cannon stated that there are 2 line items for District-Wide Technology but no mention is made as to which school it is for. She asked if Town Manager Gaudette knew what the difference is. The Town Manager responded that he does not have the breakdown, but the School Department will be coming to the Finance Committee next week with the breakdown amount. Selectman Ampagoomian asked what the Police Chief Assessment Center is. Town Manager Gaudette explained it is a process to replace the Police Chief. He said Chief Warchol will be coming to the end of his contract because he can only work to age 65 under state law so he will be required to resign 2 years from this August. He added that the Assessment Center is done through the Civil Service Program to help the Town with testing and interviews of qualified candidates. Selectman Ampagoomian asked about the Police Station ceiling tiles. Town Manager Gaudette noted there are a lot of damaged tiles, though the roof leaks have been repaired. Chairman Melia asked the Town Manager if the Police Department notifies the proper departments when there are motor vehicle accidents that involve guardrails. Mr. Gaudette replied yes. Chairman Melia asked if any of these can be done through insurance. Highway Superintendent Jamie Luchini explained that as the claims come in, they identify the vehicle that caused the damage and then Bartlett will replace the guardrail. Bartlett also works with the vehicle operator's insurance company during the whole claims process through to payment of the claim. Consequently, if it is a hit and run accident there is no way to trace the vehicle/operator or track it down. **3) May 7, 2019 Draft Annual Town Meeting Warrant.** Town Manager Gaudette stated that right now there are twenty-three articles on the warrant. **ARTICLE 1: (Board of Selectmen)/Prior Year Bills.** Town Manager Gaudette explained that currently there are no prior year bills at this time but will keep the article open in the event that any bill(s) arise. **ARTICLE 2: (Board of Selectmen)/FY19 Budget Adjustments.** Town Manager Gaudette explained that Article 2 is to balance the budget for FY19. **ARTICLE 3: (Finance Committee)/FY20 Omnibus Budget Article.** Town Manager Gaudette explained that this article is the overall Town Budget, which is approximately \$44 million. **ARTICLE 4: (Board of Selectmen)/Sewer Enterprise Operation.** **ARTICLE 5: (Board of Selectmen)/Water Enterprise Operation.** **ARTICLE 6: (Board of Selectmen)/Chapter 90.** Town Manager Gaudette explained this article will allow the Town to spend Chapter 90 funds. **ARTICLE 7: (Board of Selectmen)/Compensated Balances Agreement.** Town Manager Gaudette explained that this is an annual housekeeping article. **ARTICLE 8: (Board of Selectmen)/Reauthorization for Revolving**

Funds. Town Manager Gaudette explained that this is also a housekeeping article. **ARTICLE 9: (Board of Selectmen)/Compensated Absences Fund.** Town Manager Gaudette explained that this is a housekeeping article. **ARTICLE 10: (Board of Selectmen)/FY20 Pine Grove Cemetery Operations.** Town Manager Gaudette explained this article is to fund the operations of Pine Grove Cemetery. **ARTICLE 11: (Board of Assessors)/Quinquennial Revaluation.** Town Manager Gaudette explained that this is a five-year revaluation. **ARTICLE 12: (Board of Assessors)/Certified Massachusetts Assessors.** Town Manager Gaudette explained that there is a statute that allows for an adjustment in the compensation for the Principal Assessor based on receiving certain certifications available to Certified Assessors. Robert Fitzgerald, Principal Assessor is one out of five in the State that has that certification. **ARTICLE 13: (Board of Selectmen)/ Transfer money from the Sewer Enterprise Fund to fund the 3rd segment of the CWMP and make sewer improvements and repairs.** Town Manager Gaudette explained this includes the Infiltration and Inflow repairs. **ARTICLE 14: (Board of Selectmen)/Metal Reduction System.** Town Manager Gaudette explained this article is for modification at the Wastewater Treatment Plant, required by EPA. **ARTICLE 15: (Board of Selectmen)/Underground Fuel Storage Tank.** Town Manager Gaudette explained that this article is to remove the underground storage tank at the Wastewater Treatment Plant. **ARTICLE 16: (Board of Selectmen)/ Transfer money from the Water Enterprise Fund for infrastructure repairs/water mains on Linwood Ave., Court St., Jon Cir., and Edgemere Ave.** Town Manager Gaudette stated this article is for infrastructure project repairs and the replacement of water mains in certain street segments. **ARTICLE 17: (Board of Selectmen)/Capital Projects.** Town Manager Gaudette explained that article is for the Capital Plan Projects. **ARTICLE 18: (Board of Selectmen)/Town Building Maintenance Fund.** Town Manager Gaudette explained that this article is for Town Building Maintenance Projects. **ARTICLE 19: (School Committee).** Town Manager Gaudette explained that this article is for School Department Capital Projects. **ARTICLE 20: (Planning Board)/Rezone parcels from R-3 to B-2.** Town Manager Gaudette explained that this is a rezoning article submitted by the Planning Board. This particular article rezones the corner of Riverdale Street and Providence Road where there are several businesses that are currently zoned Residential-3. **ARTICLE 21: (Planning Board).** Town Manager Gaudette explained that this is a rezoning article submitted by the Planning Board. This article is in place to cover a past article for a previous error in notification requirements to advertise and post the rezoning, so the Planning Board office thought it best to add this article in case the hold from the Attorney Generals Office is not removed. **ARTICLE 22: (School Committee and Board of Selectmen)/Lasell Field – Artificial Turf.** Town Manager Gaudette explained that this is an article co-sponsored by the School Committee and Board of Selectmen. He stated that there will be a joint meeting between the Finance Committee, School Committee, and Board of Selectmen to discuss the potential funding of this project if it were approved at Town Meeting and at the Ballot. **ARTICLE 23: (Petition)/Recreational Marijuana.** Town Manager Gaudette explained this article appeared on last Fall's Town Meeting warrant but the proponent had asked for the article to be passed over as she planned to present it again for this Spring Town Meeting.

SELECTMEN'S CONCERNS Selectman Ampagoomian/1) asked if signage for the Pine Grove Cemetery would be going up this Spring. Jamie Luchini, Highway Superintendent, stated the signage is up on the exterior perimeter and a sign map will be put up in the beginning. 2) Asked when the street listing for paving would be available. Mr. Luchini stated that it has been in the works for the last month and will be re-worked once the budget is finalized. **Chairman Melia** 1) attended the Local Historic District Study Committee meeting where he raised questions and concerns about the restrictions that could be put into the bylaw. He stated that the meeting was terrific and feels the message has been received by residents that the Town is not looking for a restrictive bylaw.

ITEMS FOR FUTURE AGENDA/None

CORRESPONDENCE/None

EXECUTIVE SESSION/None

Chairman Melia announced that the next Selectmen's meeting is scheduled for Monday, March 25, 2019.

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

Meeting Adjourned: 7:48 PM

Respectfully submitted,

Daniel Nolan, Clerk

/mjlw

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING - OPEN SESSION

March 11, 2019

PLEDGE OF ALLEGIANCE

- I. APPROVAL OF MINUTES/None**
- II. PUBLIC HEARING/None**
- III. APPOINTMENTS A. Superintendent Screening Committee/Vote to appoint Select Board Member/No documentation**
- IV. CITIZENS' COMMENTS/INPUT/None**
- V. DECISIONS/None**
- VI. DISCUSSIONS/None**
- VII. TOWN MANAGER'S REPORT**
 - B.1) FY2020 Initial Budget Presentation**
 - Copy of the FY 2020 budget calendar
 - Copy of FY 2020 budget outlook
 - 2) FY2020 Capital Plan**
 - Copy of the FY 2020 Capital Program
 - 3) May 7, 2019 Draft Annual Town Meeting Warrant**
 - Copy of the draft warrant
- VIII. SELECTMEN'S CONCERNS/No documentation**
- IX. ITEMS FOR FUTURE AGENDA/None**
- X. CORRESPONDENCE/None**
- XI. EXECUTIVE SESSION/None**

BOARD OF SELECTMEN'S MEETING
March 25, 2019

A meeting of the Board of Selectmen was called to order by Vice Chairman James Athanas at 7:00 PM, Northbridge Town Hall, 7 Main Street, Whitinsville, MA. **Present:** Board Members: Athanas, Ampagoomian, Cannon, and Nolan. **Also Present:** Adam D. Gaudette, Town Manager. Chairman Melia is absent, and it is duly noted.

The Pledge of Allegiance was recited by those present.

Present: Representative David K. Muradian, Jr. Mr. Muradian advised that the State's proposed budget comes out the second week of April and then they have the next two days to add any amendments for earmarks. Following that is a review of the budget, signing on to amendments and the last week of April is the budget debate. He commented that his towns have earmarked items for Public Safety. He further stated that in the House One budget there is an increase of \$42,660 for Chapter 90, Unrestricted General Government Aid has an increase of \$58,929. Representative Muradian explained that this includes \$20 per pupil for Northbridge, which he stated is not enough as he would like to see it increase to \$100 per pupil. He also indicated that he has signed onto 10 bills dealing with a change to the funding for special education. Mr. Muradian stated that he would be back before the Select Board in May to report on the final budget. Selectman Ampagoomian asked if there was any funding in the Public Safety Committee for Fire Station funding. Mr. Muradian responded that the Safety Committee he serves on looks at the pieces of legislation that come down the pipeline. Selectman Athanas asked about gambling funds being used to fund special education and asked if those funds are unrestricted when they come into the State. Representative Muradian stated that some of the funds are used for gambling awareness and some of it goes to the general fund. Selectman Athanas asked where the cannabis state tax dollars are being funneled to. Representative Muradian replied that he believes those funds go back to the general fund as well.

APPROVAL OF MINUTES/None

PUBLIC HEARING/None

APPOINTMENTS/By the Town Manager: 1) Rochelle Thompson, Inspector of Animals/Vote to nominate [Note: Appointment is subject to certification by the State]. A motion/Mr. Ampagoomian, seconded/Mr. Nolan to nominate Rochelle Thompson as Inspector of Animals. Vote yes/Board members: Ampagoomian, Athanas, Cannon and Nolan.

2) Danielle Edmands, Board of Health Housing Inspector/Present: Jeanne Gniadek, BOH Administrator and Paul McKeon, Chairman. Mr. McKeon introduced Ms. Edmands to the Board and stated she is well qualified and although she is new to the field they are able to get her experience in the field. He added that they look forward to having her on board. Ms. Edmands expressed that she looks forward to pursuing this position and aiding the Town by working in this community. A motion/Mr. Ampagoomian, seconded/Mrs. Cannon to affirm the appointment of Danielle Edmands as the Board of Health's Housing Inspector. Vote yes/Board Members: Ampagoomian, Athanas, Cannon and Nolan.

3) David White, Fire Chief, Community Emergency Response Coordinator. Town Manager Gaudette explained that this appointment is mandatory as virtue of Chief White's position as Fire Chief. A motion/Mr. Nolan, seconded/Mr. Ampagoomian to affirm the appointment of David White, as the Community Emergency Response Coordinator. Vote yes/Board Members: Ampagoomian, Athanas, Cannon and Nolan.

APPOINTMENTS/By the Board of Selectmen: 1) Glenn King, Community Preservation Committee [Member at Large]. Mr. King stated that he has lived in town for over 30 years and was previously on the Finance Committee, Personnel Board, Town Manager Screening Committee and the School Superintendent Screening Committee in the 90's. Mr. King mentioned that over the past 10 years he has volunteered his time for non-profits but is now looking to get back into Town activities. A motion/Mr. Mr. Ampagoomian, seconded/Mr. Nolan to appoint Glenn King to the Community Preservation Committee as a Member at Large. Vote yes/Board Members: Ampagoomian, Athanas, Cannon and Nolan.

2) Matthew Ruzzoli, Economic Development Committee [Member at Large]. Mr. Ruzzoli introduced himself and stated that he has lived in town for just over 3 years now and is a Financial Analysts for BJ's. He added that he would like to bring the experience he has gained to this committee. A motion/Mr. Ampagoomian, seconded/Mr. Nolan to appoint Matthew Ruzzoli to the Economic Development Committee as a Member at Large. Vote yes/Board Members: Ampagoomian, Athanas, Cannon and Nolan.

Annual Reappointments: 3) Doreen Cedrone, Board of Registrars [Republican] 4) Suzanne Fregeau, Board of Registrars [Democrat]. Town Manager Gaudette explained these appointments are done every year. A motion/Mr. Nolan, seconded/Mr. Ampagoomian to appoint Doreen Cedrone to the Board of Registrars [Republican] and Suzanne Fregeau to the Board of Registrars [Democrat]. Vote yes/Board Members: Ampagoomian, Athanas, Cannon and Nolan.

CITIZENS' COMMENTS/INPUT: Gary Vecchione, Lovey's Garden Marketplace. Mr. Vecchione stated that he is the previous owner of the Uxbridge Farm and Fairgrounds, where he sold mulch, firewood, trees and plants and had a skating rink on the grounds as well. Mr. Vecchione then brought up that he has an opportunity to lease property from Tim Hare, the owner of the empty lot at Arcade and Main Streets. He explained that he is looking to construct a 10' x 12' boat shed along Arcade Pond that will be called Hardings Boats and Bait. He advised he is looking to rent out row boats, kayaks and possibly paddle boats and would like to have ice skating in the winter months, with rentals. He further advised that his plan is to provide parking, a food truck, music, lights and bathrooms. Before closing, he pointed out that he plans on having 3 ice skating rinks. He will keep the ice clean because when ice gets high usage it gets rough. As such he plans to get a pump to draw water from the pond and put it on the top of the ice. Jeannie Hebert of the Chamber of Commerce stated that she sees this as a great opportunity for tourism and knows that it would be a wonderful addition to area and hopes that everyone supports it.

Donna E. Kennedy dba Maison de Manger, 670 Linwood Ave, Suite 13A, Whitinsville, MA 01588/Application for a Bring Your Own Bottle [BYOB] license/Present: Shayne Picard. Mr. Picard stated that that he is looking to move forward with obtaining a BYOB license. Prior to this the Board of Selectmen voted and adopted a new BYOB Policy, which initiated the request for this license. A motion/Mr. Ampagoomian, seconded/Mrs. Canon to grant a BYOB License to Donna E. Kennedy dba Maison de Manger. Vote yes/Board Members: Ampagoomian, Athanas, Cannon and Nolan.

Massachusetts Electric Company and Verizon New England, Inc. - Petition for Joint Pole Relocation. Requesting permission to relocate Pole 59 in order to widen owners' driveway due to its poor condition and age. Install a new 40' class 2 pole 15' south of current location [Plan No. 27424912, dated 1/12/2019]/Present: Albert Galvin, Engineer. Town Manager Gaudette added that the Department of Public Works Director reviewed the petition and recommends authorization. Mr. Galvin stated that they have been requested to move the pole as stated in the petition so that the homeowner can widen his driveway as he updates his garage. He further explained that the placement is not too big of a move and allows the spans to be maintained and to upgrade the system as well. A motion/Mr. Ampagoomian, seconded/Mr. Nolan to approve Massachusetts Electric Company's and Verizon New England, Inc.'s request to relocate Pole 59 in order to widen owners' driveway due to its poor condition and age and install a new 40' class 2 pole 15' south of current location. Vote yes/Board Members: Ampagoomian, Athanas, Cannon and Nolan.

Class of 2027 Fundraising Committee/Request to hold a Boot Drive at Memorial Square and Ovia Square on Saturday, April 27, 2019 from 9 AM to 3 PM/**Present: Melanie McNelly.** Ms. McNelly explained that the Class of 2027 is holding a celebration and it is up to the parents to raise the funds. Ms. McNelly reported that the celebration will include various field games and activities and each student will receive a t-shirt and food. She also explained that the students will create a time capsule to be opened at their High School graduation. A motion/Mrs. Canon, seconded/Mr. Nolan to approve the Class of 2027's Boot Drive, at Memorial Square and Ovia Square on Saturday, April 27, 2019 from 9 AM to 3 PM. Vote yes/Board Members: Ampagoomian, Athanas, Cannon and Nolan.

Riverdale Cemetery Deed/Misty Mattingly [Lot 8B, Maple Ave. North] Single grave. A motion/Mr. Ampagoomian, seconded/Mr. Nolan to approve the sale of lot 8B, Maple Ave., North to Misty Mattingly. Vote yes/Board Members: Ampagoomian, Athanas, Cannon and Nolan.

Spring Annual Town Meeting [May 7, 2019]/Vote to sign warrant upon completion and final review by Town Counsel. Town Manager Gaudette explained that a draft has been submitted to Town Counsel for review and to be finalized. A motion/Mr. Ampagoomian, seconded/Mrs. Canon to sign the Spring Annual Town Meeting Warrant, subject to review by Town Counsel. Vote yes/Board Members: Ampagoomian, Athanas, Cannon and Nolan.

DISCUSSIONS/None

TOWN MANAGER'S REPORT: Annual Election – Expiration of Office for Town Officials. Town Manager Gaudette stated that certain Town Officials positions are expiring and will need to be filled. The Annual Town Election is scheduled for Tuesday, May 21, 2019. Nomination papers are available until Friday, March 29, 2019 from the Town Clerk's Office.

SELECTMEN'S CONCERNS: Selectman Athanas/1) asked Town Manager Gaudette if he could get the Board updated numbers for the amount spent on snow and ice compared to what was budgeted. Town Manager Gaudette stated that we budget \$100,000 and right now we have spent \$239,000 over that. He further explained that Article 2 on the warrant will be to balance that portion of the budget and we will be taking the estimated number in free cash to off-set that cost. **2)** asked if the portion of Church Street closer to Prospect and Cross Street was on the list for road repairs as it is beginning to deteriorate. Town Manager Gaudette stated that he would check into it. **3)** stated that an issue was brought to his attention regarding championship title signs that can be seen as you enter into town, however, there isn't one for the Whitinsville Christian School State Tennis Championship. Town Manager Gaudette stated that they have had contact from the Athletic Director, who is working with the Highway Superintendent to get the sign through Mass Highway for the Hockey Team. The Town Manager added that he would follow up in regard to the Tennis Championship signage.

ITEMS FOR FUTURE AGENDA: April 8, 2019 Board of Selectmen Meeting Agenda. Town Manager Gaudette stated that the Board is scheduled to vote their positions on all warrant articles appearing on the Spring Annual Town Meeting warrant at their next meeting, April 8, 2019. In addition, Town Manager Gaudette will be asking the Board vote to place any questions on the Annual Town Election Ballot and there will be a community forum for a Recreational Marijuana Establishment, along with a draft Host Community Agreement as well.

CORRESPONDENCE/None

EXECUTIVE SESSION/None

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

Meeting Adjourned: 7:52 PM

Respectfully submitted,

Daniel Nolan, Clerk

/mjw

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING - OPEN SESSION

March 25, 2019

Present: Representative Muradian

I. APPROVAL OF MINUTES/None

II. PUBLIC HEARING/None

III. APPOINTMENTS: A. By the Town Manager: 1) Rochelle Thompson, Inspector of Animals/Vote to nominate [Note: Appointment is subject to certification by the State]

- Copy of memorandum recommending Ms. Rochelle Thompson be reappointed
- Copy of letter from the Department of Agricultural Resources notifying the Town of the nomination for Inspector of Animals
- Copy of nomination form

2) Danielle Edmands, Board of Health - Housing Inspector/Present: Jeanne Gniadek, BOH Administrator and Paul McKeon, Chairman

- Copy of memorandum from the Chairman of the Board of Health notifying the Selectmen that the Board of Health supports the appointment of Ms. Danielle Edmands
- Copy of Danielle Edmands's cover letter
- Copy of Danielle Edmands's resume

3) David White, Fire Chief, Community Emergency Response Coordinator/No documentation

B. By the Board of Selectmen :1) Glenn King, Community Preservation Committee [Member at Large]

- Copy of Glenn King's Talent Bank Form

2) Matthew Ruzzoli, Economic Development Committee [Member at Large]

- Copy of Matthew Ruzzoli's Talent Bank Form

Annual Reappointments: 3) Doreen Cedrone, Board of Registrars [Republican] 4) Suzanne Fregeau, Board of Registrars [Democrat]/No documentation

IV. CITIZENS' COMMENTS/INPUT: C. Gary Vecchione, Lovey's Garden Marketplace

- Copy of map of Lovey's Garden Market
- Copy of letter from Mr. Vecchione in regard to Lovey's Garden Marketplace
- Copy of comments from the Northbridge Planning Board
- Copy of email from Town Planner Gary Bechtholdt

V. DECISIONS:

D. Donna E. Kennedy dba Maison de Manger, 670 Linwood Ave, Suite 13A, Whitinsville, MA 01588/Application for a Bring Your Own Bottle license/Present: Shayne Picard

- Copy of Bring Your Own Bottle Application
- Copy of Workers' Compensation Affidavit
- Copy of Certificate of Liability Insurance

- Copy of TIPS certifications
- Copy of REAP form
- Copy of Hold Harmless Agreement

E. Massachusetts Electric Company and Verizon New England, Inc. /Petition requesting permission to relocate Pole 59 in order to widen owners' driveway due to its poor condition and age. Install a new 40' class 2 pole 15' south of current location [Plan No. 27424912, dated 1/12/2019]/Present: Albert Galvin, Engineer

- Copy of National Grid Petition and plan
- Copy of memorandum from the DPW Director, James Shuris, recommending authorization

F. Class of 2027 Fundraising Committee/Request to hold a boot drive at Memorial Square and Ovia Square on Saturday, April 27, 2019 from 9 AM to 3 PM/Present: Melanie McNelly

- Copy of boot drive request form
- Copy of Hold Harmless Agreement
- Copy of letter in regard to the celebration

G. Riverdale Cemetery Deed/Misty Mattingly [Lot 8B, Maple Ave. North] Single grave

- Copy of Riverdale Cemetery Deed

H. Spring Annual Town Meeting [May 7, 2019]/Vote to sign warrant upon completion and final review by Town Counsel

- Copy of draft warrant
- Copy of Capital Plan
- Copy of bond anticipation notes for 3 years

VI. DISCUSSIONS

VII. TOWN MANAGER'S REPORT

I. Annual Election – Expiration of Office for Town Officials

VIII. SELECTMEN'S CONCERNS

IX. ITEMS FOR FUTURE AGENDA

J. April 8, 2019 Board of Selectmen Meeting Agenda

- Copy of Expiring Town Official Positions

X. CORRESPONDENCE

XI. EXECUTIVE SESSION



**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

May 3, 2019

Via EMAIL: legalnotices@telegram.com

Dear Legal Department:

Please place the following Legal Notice in the **Wednesday, May 8, 2019**, edition of the Worcester Telegram & Gazette.

**TOWN OF NORTHBRIDGE
PUBLIC HEARING NOTICE**

Notice is hereby given under Chapter 138, Section 15A of the M.G.L.'s, that the Northbridge Board of Selectmen will hold a public hearing on **Monday, May 20, 2019, at 7:05 PM** in the Selectmen's Meeting Room, Northbridge Town Hall, 7 Main Street, Whitinsville, MA, to consider the application to transfer the All Alcohol Common Victualler license from New China Pacific, LLC d/b/a New China Pacific [Jackie Lee], located at 683 Linwood Avenue, Northbridge, MA 01588 to Emperors Garden, LLC d/b/a New China Pacific [Jinny Chen, Manager]. The description of the premises is as follows: A main dining room w/seating for approx. 49. An upper level dining room, w/seating for approx. 65. A lower level dining room, w/ seating for approx. 43 and lounge w/seating for approx. 49. A portion of the 2nd floor [433 sq. ft.] would be accessible to employees only & used for administrative and storage purposes. A portion of the lower level [433 sq. ft.] would be accessible to employees only and used for storage. A portion of the basement [265] would be accessible to employees only and used for storage. The premises has a kitchen, men's and women's and employee lavatories.

Thomas J. Melia, Chairman
Northbridge Board of Selectmen
May 8, 2019

Please send bill and tear sheets to:

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

Sincerely,

Melissa Wetherbee

Melissa Wetherbee
Administrative Assistant

c: Russell L. Chin, Chin Law Firm

APPLICANT'S STATEMENT

I, JINNY CHEN the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

of EMPERORS GARDEN LLC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

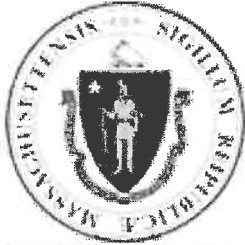
I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 

Date: 5/11/2019

Title: MANAGER



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001364021

1. The exact name of the limited liability company is: EMPERORS GARDEN LLC

2a. Location of its principal office:

No. and Street: 683 LINWOOD AVENUE
 City or Town: WHITINSVILLE State: MA Zip: 01588 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 683 LINWOOD AVENUE
 City or Town: WHITINSVILLE State: MA Zip: 01588 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

CHINESE AND JAPANESE RESTAURANT WITH BAR FOR TAKE OUT AND DINE IN SERVICE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JINNY BAO CHEN
 No. and Street: 39 BIRCH STREET
 City or Town: QUINCY State: MA Zip: 02171 Country: USA

I, JINNY BAO CHEN resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JINNY BAO CHEN	683 LINWOOD AVENUE WHITINSVILLE, MA 01588 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 15 Day of January, 2019,

JINNY BAO CHEN

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

January 15, 2019 05:02 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

CORPORATE VOTE

The Board of Directors or LLC Managers of

EMPERORS GARDEN LLC

Entity Name

duly voted to apply to the Licensing Authority of

NORTHBRIDGE

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

04/01/2019

Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <input type="checkbox"/> Change of DBA |

"VOTED: To authorize

JINNY CHEN

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

JINNY CHEN

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

For Corporations ONLY

A true copy attest,


Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.0
For coursework completed on January 20, 2019
provided by Health Communications, Inc.
is hereby granted to:

Jinny Chen

Certification to be sent to:

**Emperors Garden, New China Pacific
683 Linwood Ave
Whitinsville MA, 01588-2394 USA**

HEALTH

INC



This certificate is valid only if the recipient has completed the course and passed the final examination. It is not valid if the recipient has not completed the course or has failed the final examination.

Knapik Consulting, Inc.

INTERIOR ARCHITECTURE

CEILING (PART) TO BE PROVIDED AS PER STATE AND LOCAL REGULATIONS AND REQUIREMENTS. EXISTING CEILINGING IN FIRST FLOOR DINING ROOM AND LOBBY TO BE REMOVED WITH THE FLOORING. THE FLOORING IS INTEND TO BE REMOVED AND RE-INSTALLED AS INDICATED. WALK IN REFRIGERATOR TO BE REMOVED. EXISTING REFRIGERATOR TO BE REMOVED AND NEW REFRIGERATOR TO BE PROVIDED AS PER REQUIREMENTS TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS AND REQUIREMENTS.

FLOOR AREA
 BASEMENT (CONTINUED)
 BASEMENT LEVEL (CONTINUED)
 LOWER LEVEL (CONTINUED)
 FIRST FLOOR (CONTINUED)
 SECOND FLOOR (CONTINUED)
 THIRD FLOOR (CONTINUED)
 TOTAL

LEGEND:
 P PERMIT
 O OWNER
 N NOT CONSIDER

REVISIONS

NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

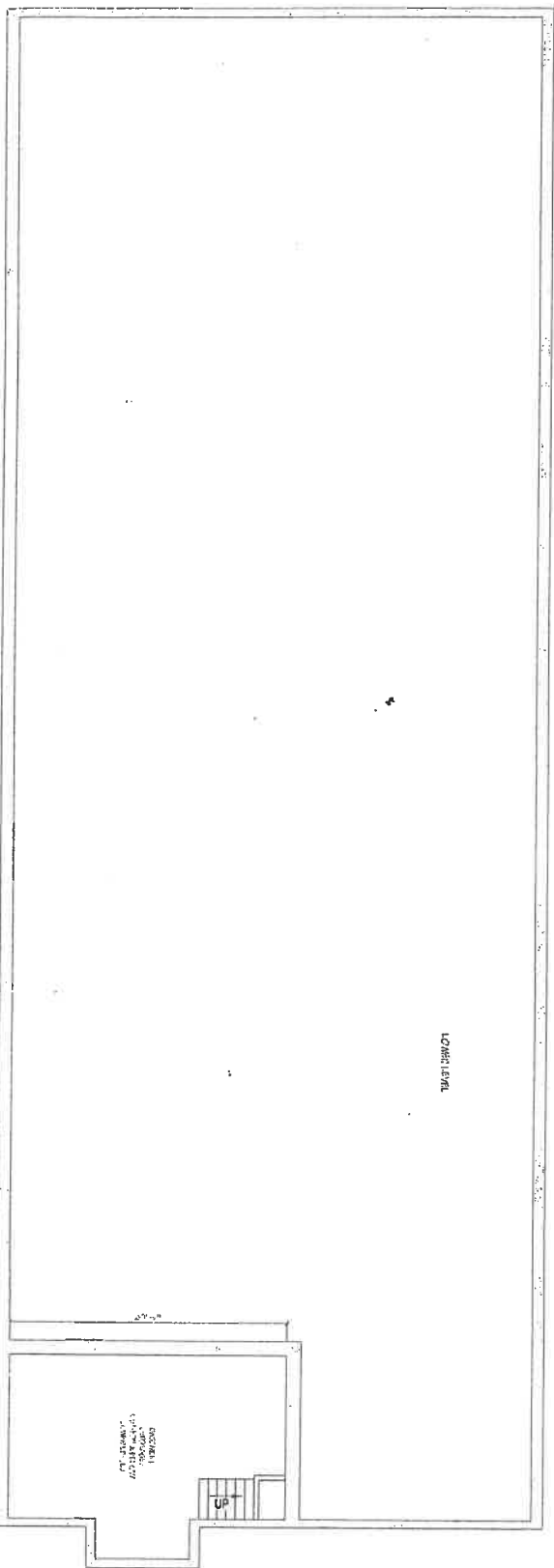
Bakery Restaurant Building
New China Pacific
Restaurant
 683 Linwood Avenue
 Northridge, Massachusetts

Prepared For:
New China Pacific LLC

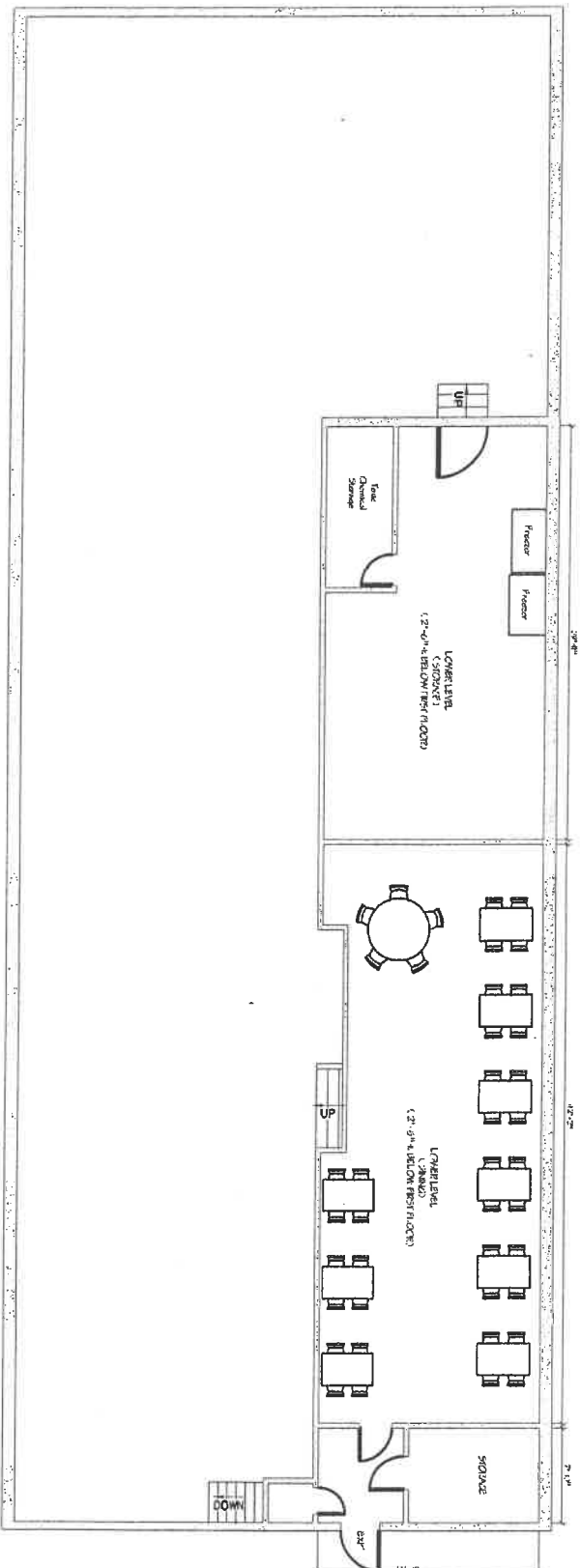
SCALE: 1/8" = 1'-0" DATE: JULY 12, 2013

BASEMENT and LOWER LEVEL FLOOR PLAN

Basement Floor Plan



Lower Level Floor Plan



ASSET PURCHASE AND SALE AGREEMENT

Agreement made as of this 6th day of March, 2019, between NEW CHINA PACIFIC LLC, a Massachusetts limited liability company (hereinafter called the "SELLER") with a business address at 683 Linwood St. Whitinsville, MA 01588 (hereafter the "Premises") and EMPERORS GARDEN LLC, a Massachusetts limited liability company (hereinafter called the "BUYER").

Whereas, SELLER owns and operates a restaurant business under the name New China Pacific located at the Premises (the "Business") and proposes to sell the furniture, fixtures and equipment used in the Business and substantially all of the personal property and assets, excluding: (i) cash on hands and in bank, (ii) accounts receivable, accounts, credits, financial instruments, (iii) inventory used in connection with the conduct of the Business and (iv) motor vehicles.

Whereas, on the basis of the representations, warranties and understandings set forth in this Agreement, and subject to the terms and conditions set forth herein, SELLER agrees to sell, transfer, convey, assign and deliver to BUYER free and clear of all liens, charges, encumbrances and/or security interests (except as set forth herein) and BUYER hereby agrees to purchase all of SELLER'S right, title and interest in, to and under the assets of the Business as a going concern, including but not limited to the following (the "Transferred Assets"):

- (a) All Furniture, equipment, and fixtures, more specifically described in Exhibit 1 (Assets Included in the Sale of the Business), which is attached hereto and incorporated herein;
- (b) The goodwill of the Business and the business phone numbers;
- and
- (c) All licenses and permits currently held by Seller, including the Alcoholic Beverages license.

Whereas, BUYER desires to purchase said Business, properties and assets of SELLER for the consideration specified herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, each of the parties hereto agree;

1. THE SELLER COVENANTS AND AGREES:

(a) To assign, transfer and deliver to the BUYER, or their Nominee all of the intangible and tangible Transferred Assets located at the Premises at the time set for the passing of all papers (the "Closing"). Title to the Transferred Assets to be transferred hereunder shall be a good, clear, and marketable title, free and clear of all liens, security interests, debts and all other encumbrances. All warranties relating to the Transferred Assets, if any, shall also be transferred to the BUYER. The transfer shall be evidenced by a Bill of Sale with the usual covenants and warrants of lawful ownership, freedom from encumbrances, good right to sell and warranty to defend the same against the lawful claims of all persons.

All of the Transferred Assets shall be delivered in "AS IS", "WHERE IS" condition with all defaults (all as existing as of the date of this Agreement) and without express or implied warranty.

(b) That the SELLER will continue in full force and effect all of its currently held licenses and permits relating to said business from applicable public authorities and that there are and will be at the time of the closing to the best of SELLER's knowledge, no undisclosed pending material complaints, legal actions or administrative proceeding on account of any violation(s) of any applicable federal, state or municipal codes, rules, laws or ordinances. Any such actions shall be promptly disclosed to the BUYER, and (i) Seller shall remedy any and all

violations prior to closing which adversely affect the Buyer's use or transfer of the licenses, permits or the Premises or (ii) Seller may challenge same and shall make commercially reasonable arrangements, such as escrow arrangements, or indemnification to provide reasonable assurance that Buyer shall not be adversely affected by such violations). SELLER will cooperate with the BUYER to transfer or obtain all such licenses and permits, but such cooperation is limited to providing existing copies of plans and other documents in Seller's control and possession, and executing petition/application forms; in no event shall Seller be obligated to obtain new or current plans or specifications.

(c) That at or prior to the closing, the SELLER will provide a list of all creditors, including taxing authorities with the amounts due and owing and that at the closing, SELLER shall deliver to the BUYER an Affidavit of Indebtedness stating that SELLER will assume sole, total and full responsibility for the satisfaction of all claims of creditors and vendors, and will further hold BUYER harmless from any such claims. SELLER'S attorney/escrow agent shall retain the amount of Ten Thousand (\$10,000.00) Dollars from the proceeds of the sale (the "holdback") for a period of forty-five days from the date of the closing which shall be used to satisfy claims of SELLER'S creditors and vendors which are brought to SELLER'S attention as due and outstanding post-closing. No payments from the holdback shall be made to Seller's creditors unless previously approved by the Seller; any amounts due creditors which are disputed by Seller shall remain in escrow pending a resolution reasonable satisfactory to Buyer's counsel. At the end of the forty-five day period, the undisputed balance remaining in the holdback shall be delivered to SELLER.

(d) That there is no broker to this transaction who shall be entitled to receive any commission and that in no event shall the BUYER be liable for the payment of any broker's commission or portion thereof. The SELLER represents and warrants that it will defend, indemnify and hold the BUYER harmless from any claim for any such brokerage fee. This representation and warranty shall survive the Closing.

(e) To permit the BUYER, its agents, servants and/or employees, to enter the Premises accompanied by the Seller at any reasonable time after notice to the SELLER after execution of this Agreement so as to make measurements, inspections and designs for the purpose of equipment purchases and/or renovation of the Premises, provided, however, that BUYER shall do so in such a way as to not unreasonably interfere with the SELLER's business; and without limiting the foregoing, to permit the BUYER to inspect the Premises and all fixture and equipment within twenty-four (24) hours before the Closing.

(f) SELLER from time to time after the Closing at the request of BUYER and without further consideration shall execute and deliver further instruments of transfer and assignment and take such other action as BUYER may reasonably require to more effectively transfer and assign to, and vest in, BUYER each of the Transferred Assets including related warranties, permits, licenses or any other items required by BUYER to operate the business.

(g) Both parties will prepare, review and confirm the list of the inventory remaining on the Premises at the time of closing and the amount of such inventory based on the Seller's cost shall be added to the purchase price as an adjustment at closing.

(h) The SELLER warrants and agrees that it shall continue to maintain its insurance on their present coverages and amounts until the time of closing.

(i) BUYER shall not assume any debts, liabilities and obligations of SELLER of any kind or nature whatsoever (whether fixed or contingent, direct or indirect). Rather the SELLER remain responsible for any and all debts, liabilities and obligations of the SELLER arising from, and/or related to the Business through the Closing Date, and SELLER shall pay, or cause to be paid, all such debts, liabilities and obligations, that may adversely impact the BUYER's ability to operate the Business.

2. THE SELLER WARRANTS AND REPRESENTS THAT TO THE BEST OF ITS KNOWLEDGE.

(a) SELLER is the owner of and has good clear and marketable title to all of the Transferred Assets free from all encumbrances except for such liens, debts, security interests and other encumbrances which will be released in connection with the Closing.

(b) SELLER has received no notice of violations of any applicable laws, rules and regulations of the city, state and federal governments.

(c) SELLER has not entered into any contracts to give, lease, sell or mortgage all or any part of said business, except such mortgages or security interests which will be discharged as part of the closing.

(d) SELLER has not entered into any contracts, arrangements, advertising contracts or agreements with relation to the business which will bind the BUYER or affect any Transferred Assets.

(e) SELLER has paid or will pay when due all withholding, sales, corporate, social security, unemployment insurance and all other taxes, assessments and charges to the city, state and federal governments and all appropriate governmental authorities.

(f) There are no material judgments, actions, liens or proceedings against or pending against the business or Transferred Assets of the SELLER or instituted by the SELLER in any court or jurisdiction now or at the time of the Closing.

The SELLER will defend, save and indemnify the BUYER and its successors and assigns, and each of them, free and harmless of and from all injury, demands, claims, actions or causes of action, assessments, losses, damages and attorneys' fees by reason of any claims, obligations, debts, demands or liabilities against the SELLER, which arise as a result of SELLER's use of the Transferred Assets or conduct of said business prior to the Closing, including but not limited to any and all Federal Income Taxes, State Tax, excise tax, meals tax or another type of tax or assessment, or obligations to SELLER's creditors or customers. BUYER shall give SELLER adequate notice of any such demands, claims, actions or causes of action, or assessments in order that SELLER can defend against the same. It is further agreed that SELLER's obligations under this paragraph shall survive the Closing.

3. THE PURCHASE PRICE:

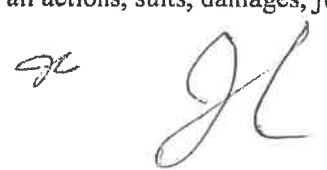
(a) The purchase price for said Transferred Assets is Two Hundred Thousand (\$200,000.00) Dollars. Upon the execution of this Agreement, a deposit of Twenty Thousand (\$20,000.00) Dollars shall be paid by BUYER. All deposits shall be held in escrow by Ligris & Associates PC in accordance with the provisions of Exhibit 2 attached and shall be duly accounted for. The balance of One Hundred Eighty Thousand (\$180,000.00) Dollars shall be paid at the time of closing in immediately good funds by wire or, certified or bank check.

(b) Rent, water/sewer charges, and all utilities charges, prepaid expenses, license and permit fees for which the Buyer shall benefit, and inventory shall be adjusted at the time of closing.

4. THE BUYER COVENANTS AND AGREES:

(i) That BUYER has had no dealings with a broker in relation to this transaction who shall be entitled to receive any commission. The BUYER represents and warrants that it will defend, indemnify and hold the SELLER harmless from any claim for any such brokerage fee. This representation and warranty shall survive the Closing.

(ii) The BUYER shall defend, indemnify and save the SELLER and hold the SELLER harmless from and against all actions, suits, damages, judgments, expenses and attorney's fees in consequence of any liabilities



whatsoever which may be asserted against the SELLER, which arise as a result of BUYER's use of the Transferred Assets after the Closing.

(iii) SELLER makes no representations or warranties about the Transferred Assets or the Premises including without limitation as to whether they are adequate or suitable for BUYER's intended use. BUYER acknowledges that he has been granted ample time to inspect the Transferred Assets and the Premises and that he is satisfied with the present condition and status of the same and agrees to accept same in the condition existing as of the date of this Agreement less reasonable wear and tear. Whereas the SELLER is currently operating the existing Business as an ongoing concern, SELLER is not obligated to make any repairs or modifications to the Premises or the Business which may arise or be triggered or be required as a result of Buyer's application to transfer to the Buyer or obtain the Business's licenses and permit; and Buyer shall be responsible for effectuating and paying for same. Seller does not make any representation or warranty regarding the Seller's income, expenses, books, records or operations.

(iv) SELLER shall cooperate with BUYER's on-going efforts to obtain the licenses and permits necessary to effectuate this transaction from the applicable City and State authorities.

(v) The Buyer and Seller do hereby agree to keep confidential the existence and terms of this transaction, except as may be required for disclosure in order to transfer licenses. The Buyer shall not discuss this transaction or otherwise meet with the Seller's employees without the prior consent of the Seller. Neither party shall make any public announcements regarding this transaction without the prior written approval of the other party. Notwithstanding the foregoing, (a) the Parties may share the transaction details with their respective professional service personnel, including their own legal counsel(s), accountant(s) and other professionals, and (b) the Parties understand that as part of the transfer and approval process for the transfer of licenses, the existence of this transaction shall be made public.

(vi) That there are no contingencies for financing and that Buyer has the funds needed for closing, and that Buyer's operating entity and manager shall be qualified to be a licensee and manager respectively under the applicable laws and regulations.

5. CLOSING: The parties agree to pass papers and to make the respective payments and transfer, all as may be reasonable, customary or required by this Agreement within five (5) business days upon all the conditions as set forth in paragraph 8 of this Agreement are satisfied, at the office of Gerard Fong, Esq., Ligris & Associates PC, 399 Boylston St. Boston, MA 02116.

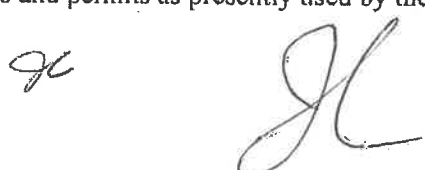
Obligations of SELLER at the Closing: At the Closing and simultaneously with the performance by BUYER of BUYER's obligations, SELLER shall deliver to BUYER the following:

- A Bill of Sale describing the Transferred Assets free and clear of all liens and encumbrances;
- Certificate of Vote to authorize the sale;
- Affidavit of Indebtedness; and

6. UTILITY DEPOSITS: As of the Closing Date, the BUYER shall open new utility accounts for the Premises in the name of the BUYER and pay all required deposits.

7. LEASE: This Agreement is contingent upon BUYER executing with the Seller's affiliate Lee's Village Real Estate LLC a Lease of the Premises satisfactory to BUYER in all respects which shall be (i) in the form attached hereto as Exhibit 3 or (ii) in the form to be mutually agreed upon by the Buyer and the landlord.

8. BUSINESS LICENSES AND PERMITS: This Agreement is contingent upon BUYER's obtaining the same licenses and permits as presently used by the SELLER from the Town of Whitinsville/Northbridge and



Commonwealth of Massachusetts to operate the business at the Premises, including but not limited to an all Alcoholic Beverages License. BUYER agrees to use all due diligence to apply for and procure each required license at BUYER's expense, including having new floor plans prepared if required by the applicable governmental authorities. SELLER shall provide BUYER with legible copies of all business licenses and permits currently in force and effect simultaneously with the execution of this Agreement.

In the event that, any condition set forth in Article 8 is not satisfied by July 8, 2019, then either BUYER or SELLER may terminate this Agreement by giving the other party a written notice, whereupon this Agreement shall be null and void without recourse of the parties, and thereafter all deposits paid hereto shall be refunded to BUYER promptly. BUYER shall file any and all licenses and permits applications needed for the operations of the restaurant business at the Premises within 15 business days (the "Application Deadline") after the execution of this Agreement or SELLER'S delivery of copies of all business licenses and permits, whichever is later. In the event that BUYER fails to file the necessary applications by the Application Deadline, BUYER's right to terminate shall be deemed waived.

9. NOTICES: Any and all notices required or permitted hereunder shall be in writing delivered (i) via electronic E-mail (with a copy by fax), or (ii) by being mailed by Certified Mail, return receipt requested, postage prepaid, or (iii) delivered in hand, or (iv) by fax with proof of transmittal or (v) by a national expedited delivery service such as UPS or Fedex as follows:

a) If to the BUYER, addressed to:

Russell L. Chin, Esq.
Chin Law Firm
400 Hancock Street
Quincy, MA 02171
Tel. 617 471 3460 ext. 116
Fax. 617 249 2097
rchin@chinfirm.com

b) If to the SELLER, addressed to:

Gerard Fong, Esq.
Ligris & Associates
399 Boylston Street
7th Floor
Boston, MA 02116
Tel: 617-274-1523
Fax: 617-274-1515
E-mail: gfong@ligris.com

By signing this agreement, the Parties hereto, expressly authorize their respective legal counsel to sign any amendments or extensions of this Agreement on their behalf.

10. This Agreement may not be assigned by the Buyer. Forms of masculine, feminine or neuter gender include masculine, feminine or neuter when and where applicable. This Agreement and all other provisions hereof shall be binding upon and inure to the benefit of all the parties hereto, their heirs, executors, legal representatives, successors and assigns. The obligations of each individual person or entity named as the SELLER or BUYER shall be joint and several.

11. This Agreement executed in two or more counterparts, each of which is deemed to be an original is to take effect as a Massachusetts contract and as a sealed instrument and sets forth the entire contract between the parties and may be modified only by a written agreement executed by the parties hereto. Solely for the purpose of

allowing a party to enforce its indemnification and other rights hereunder, each of the parties hereby consents to personal jurisdiction, service of process and venue in the federal or state courts of Massachusetts, or in the court in which any claim may be sought hereunder.

12. Each of the representations, warranties, agreements, covenants, indemnities, duties and obligations herein or in any schedule, exhibit, certificate or financial statement delivered by any party to the other party incident to the transactions contemplated hereby are material, shall be deemed to have been relied upon the other party and shall survive the Closing only if otherwise set forth in this Agreement, and shall not merge in the performance of any obligation by either party.

13. The Liquor License now located on the Premises is to be transferred to the Buyer subject to the right of the owner of the Premises, Lee's Village Real Estate LLC to have a right of first refusal to purchase the Liquor License for the sum of \$100.00 upon the expiration of the Lease for the Premises. The Buyer shall inform the governmental authorities of such right of first refusal and shall obtain the consent of the appropriate governmental authority for their consent to such right of first refusal. The Buyer further agrees (i) to not change or suffer the change to any term or condition relative to the operation of the liquor licenses, (ii) to not encumber, mortgage, assign or modify such liquor licenses, or agree that the liquor licenses may be moved from the Premises. It is agreed that the provisions of this Section 13 have been specifically negotiated as an essential term of this Agreement and the purchase price of the Transferred Assets.

14. SELLER shall be solely responsible for and indemnify and save BUYER harmless from and against any claims or other liabilities of SELLER or any predecessor licensee of the Premises relating to the period up to the date of Closing and any claims or other liabilities related to unpaid taxes of any nature of SELLER or other unpaid amounts due from SELLER to others relating to or arising out of the conduct of the Business during the period up to and the date of Closing, except those liabilities which the BUYER expressly assumes under the terms of this Agreement. The BUYER agrees to indemnify and save SELLER harmless from and against any and all claims or other liabilities of any kind or nature whatsoever which may be sustained or suffered by SELLER based upon a claim of any kind and nature related to the operations of the Business after the Closing date.

15. The payment made by BUYER pursuant to Paragraph 3 in consideration of the sale and transfer to it of the Transferred Assets constitutes the total Purchase Price to be paid for the Transferred Assets, it being expressly understood and agreed that BUYER are not assuming or otherwise becoming obligated for any liabilities or obligations of any kind whatsoever, whether known or unknown, now existing or hereafter arising, fixed, absolute or contingent, direct or indirect, due or becoming due, of SELLER or in any way in connection with, relating to or arising out of the Transferred Assets until the date of Closing, except as herein provided.

16. The machinery, equipment and tangible personal property shall be acquired by BUYER in their current condition (operating or non-operating) existing as of the date of this Agreement, reasonable wear and tear excepted. BUYER shall have an opportunity to inspect the machinery, equipment and tangible personal property prior to closing.

17. Notwithstanding anything to the contrary in this Agreement, the parties agree to close the transaction within 5 business days after the Town of Whitinsville/Northbridge approves all the necessary licenses and permits for the BUYER to operate a restaurant at the Premises, but such closing shall not be later than July 15, 2019 and there shall be no closings between May 14, 2019 and June 6, 2019. In the event that such closing does not occur on or before July 15, 2019, either party may terminate this Agreement and thereafter the Buyer shall receive a prompt refund of all deposit paid provided that the Buyer has fulfilled its obligations under this Agreement.

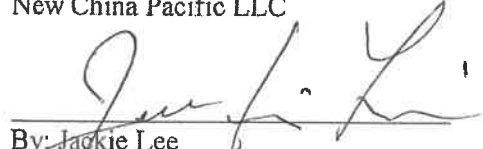
9C



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

SELLER:

New China Pacific LLC


By: Jackie Lee
Title: Manager

BUYER:

EMPERORS GARDEN LLC

By:


Jinny Bao Chen, Manager

EXHIBIT 1

(LIST OF TRANSFERRED ASSETS INCLUDED IN THE SALE OF THE BUSINESS)

All personal property including but not limited to furniture, fixtures and equipment presently located at 683 Linwood St. Whitinsville, MA 01588 and used in the operation of the existing restaurant; all leasehold improvements; all goodwill.

[Parties should describe in detail if possible]

Specifically excluded from the sale is the following: (i) cash on hands and in bank, (ii) accounts receivable, accounts, credits, financial instruments, (iii) inventory used in connection with the conduct of the Business and (iv) motor vehicles.

Exhibit "2"-Escrow Provisions

(a) The deposit to be paid hereunder (the "Deposit") shall be paid to Ligris & Associates PC ("Escrow Agent"), and held by the Escrow Agent in said firm's IOLTA account, at a bank or other financial institution located in Massachusetts. The parties understand that there will be no interest paid to them on this account. The Deposit shall be held by the Escrow Agent subject to the terms of this Agreement and shall be duly accounted for as provided herein.

(b) The liability of the Escrow Agent to the parties hereto shall be only as set forth in this Agreement. The Escrow Agent shall not be liable for any mistake or error of judgment in the discharge of its functions hereunder but shall be liable for bad faith or gross negligence. Without limiting the generality of the foregoing, the Escrow Agent shall not incur any liability with respect to any action taken or omitted in reliance upon any instrument not only as to its due execution and delivery and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement.

(c) Notwithstanding anything contained in this Agreement to the contrary with respect to the obligations of the Escrow Agent, should any dispute arise with respect to the disposition of any sum or document held by the Escrow Agent, pursuant to the terms hereof, the Escrow Agent shall have no liability to any party hereto for retaining all or any portion of such sum or such document until such dispute shall have been settled by either (i) mutual written agreement between the parties or (ii) final order, decree or judgment by a court of competent jurisdiction in the United States of America (and no such order, decree or judgment shall be deemed to be "final" unless and until the time of appeal has expired and no appeal has been perfected), and the Escrow Agent shall deliver such sum or document in accordance with such mutual agreement or final order, decree or judgment. In the event that there shall be any action or legal proceeding arising out of this Agreement, to which action or legal proceeding the Escrow Agent is or may be a party, whether directly, as counsel to a party, as the case may be, or otherwise, such Escrow Agent shall be entitled, at any time, in its sole discretion, to deliver the moneys and/or documents held by it hereunder, or any portion thereof, into court, and upon so doing, it shall be relieved of any further responsibility or liability as to said moneys and/or documents and as an Escrow Agent under this Agreement. In no event shall the Escrow Agent be under any duty whatsoever to institute, defend or actively participate in any such proceeding. Each party acknowledges and agrees that the Escrow Agent has rendered, and may continue to render, legal services to a party in connection with the preparation of this Agreement and the consummation of the transaction(s) to which it relates.

(d) The Buyer and the Seller each agree(s) to indemnify the Escrow Agent and to hold it harmless from and against any and all losses, claim, damages, liabilities and expenses (including, without limitation, costs of investigation, disbursements and attorneys' fees) which may be imposed upon or incurred by the Escrow Agent pursuant to this Agreement or in the performance of its duties hereunder, or in connection with any arbitration or litigation arising from this Agreement or involving the subject matter hereof.

The block contains two handwritten signatures. The signature on the left is smaller and appears to be 'JC'. The signature on the right is larger and more stylized, possibly 'JL' or 'JC'.

Exhibit "3"

The Lease

(to be attached)

Essential terms to be included in the Lease to be attached:

Lease Term: 5 years with 5 year option

Starts at \$4,500/month, yearly increase of 2%

Triple net with Tenant responsible for all maintenance, repairs, replacements, utilities, real estate taxes, insurance, and every cost of ownership except for landlord's financing costs.

During the first 5 years, real estate taxes to be paid by tenant are capped at \$6,000 per year.

Unlimited personal guaranty required from buyer's principals.

Liquor license stays with the Premises.



Statement of Intent to Execute Commercial Lease

Landlord: Lee's Village Real Estate LLC

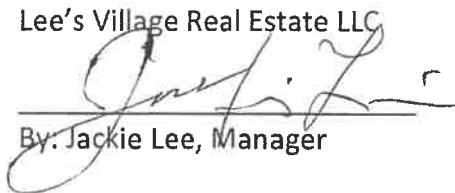
Tenant: Emperors Garden LLC

Premises: 683 Linwood Avenue, Whitinsville, MA 01588

The undersigned Landlord, hereby acknowledges that the attached Lease shall be executed when the common victualler license is approved for Emperors Garden LLC. to operate a full service restaurant at 683 Linwood Avenue, Whitinsville, MA, as part of the closing documents for the sale of business assets to Emperor Garden LLC.

Landlord

Lee's Village Real Estate LLC


By: Jackie Lee, Manager

4/18/19
Date

Tenant

Emperors Garden LLC

By:


Jinny Bao Chen, Manager

4/18/19
Date

Phone: _____

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF NORTHBRIDGE

APPLICATION FOR COMMON VICTUALLER LICENSE

TO THE LICENSING AUTHORITIES:

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

JINNY BAO CHEN, EMPERORS GARDEN LLC

DBA New China Pacific

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

TO: COMMON VICTUALLER LICENSE

GIVE LOCATION BY STREET AND NUMBER:

AT: 683 LINWOOD AVENUE, WHITINSVILLE, MA 01588

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

LIST THE DAYS AND HOURS OF PROPOSED OPERATION:

DURING: MONDAY-TUES 2:00PM TO 10:30PM, WEDNES-SAT: 11:30AM TO 1:30AM
SUNDAY: 12:00PM TO 1:00AM


(Signature of Applicant)

Mailing Address:

Print Name: JINNY CHEN

Address: 683 LINWOOD AVENUE,

City: WHITINSVILLE

State, Zip: MA 01588

Received:

4/24/19

02/23/2019

(Date)

3:28PM

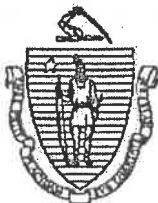
10:00AM

(Time)

This license will expire on December 31 of the current year and must be renewed annually prior to January 1.

Official Use only

Date License Granted:



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

FORM MUST BE FILLED
OUT COMPLETELY

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: EMPERORS GARDEN LLC

Address: 683 LINWOOD AVENUE

City/State/Zip: WHITINSVILLE, MA 01588

Phone #: 6172305996

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 8 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: RICHARD SOO HOO INS AGENCY

Insurer's Address: 1148 WASHINGTON STREET, SUITE 1

City/State/Zip: BOSTON, MA 02118

Policy # or Self-ins. Lic. # 08WECAD2F9W

Expiration Date: 06/01/2020

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: 5/1/19

Phone #: 617-230-5996

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



NECH-12

QP ID: JL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/23/2019

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 Richard Soo Hoo Insurance 1148 Washington St, Suite 1 Boston, MA 02118-2108	617-338-8168	CONTACT NAME: Richard Soo Hoo Ins Agency PHONE (A/C, No, Ext): 617-338-8168 FAX (A/C, No): 617-338-1148 E-MAIL ADDRESS:
INSURED New China Pacific Empire Garden LLC 683 Linwood Ave Whitinsville, MA 01588		INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 29424

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> 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 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	08WECAD2F9W	06/01/2019	06/01/2020	<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

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

Restaurant located at 683 Linwood Ave, Whitinsville, MA 01588

CERTIFICATE HOLDER

CANCELLATION

NORTHB2

Town of Northbridge
7 Main Street
Whitinsville, MA 01588

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

NORTHBRIDGE, MA

TOWN CLERK

A TRUE COPY ATTEST:

Date 03/05/19



DOREEN A. CEDRONE
TOWN CLERK

TOWN OF NORTHBRIDGE
OFFICE OF THE TOWN CLERK

TOWN HALL - 7 MAIN STREET
WHITINSVILLE, MASSACHUSETTS 01588

AREA CODE 508-234-2001

BUSINESS CERTIFICATE

Fee: \$25.00

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

EMPERORS GARDEN LLC / DBA New China Pacific

AT 683 LINWOOD AVENUE, WHITINSVILLE, MA 01588
(Address)

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

Full Name
JINNY BAO CHEN

Residence and Telephone
8 LAUREN WAY, LOWELL, MA 01854, 6172305996

SIGNATURES:

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

Town Clerk, Assistant Town Clerk, Other

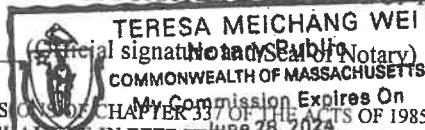
OR - This certificate has been Notarized as follows:

County: Norfolk
State: MA

ON THIS 5th DAY OF March, 2019, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED Jinny Bao Chen (name of document signer/s), PROVED TO ME THROUGH SATISFACTORY EVIDENCE OF IDENTIFICATION, WHICH WAS U.S. passport

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

Teresa Meichang Wei



Commission Expires June 28, 2024

IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 337 OF THE ACTS OF 1985 AND CHAPTER 110, SECTION 5 OF MASSACHUSETTS GENERAL LAWS, BUSINESS CERTIFICATES SHALL BE IN EFFECT FOR 25 MONTHS FROM THE DATE OF ISSUE AND SHALL BE RENEWED EACH FOUR YEARS THEREAFTER. A STATEMENT UNDER OATH MUST BE FILED WITH THE CITY CLERK UPON DISCONTINUING, RETIRING, OR WITHDRAWING FROM SUCH BUSINESS OR PARTNERSHIP.

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

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

This Business Certificate registers your name and your business name in the Town of Northbridge, making you compliant with MGL Chapter 110, Sec. 5. It DOES NOT give you permission to operate the business. The acquisition of any licenses or permits required for the operation of your business is your responsibility.

NTM License Slips

Row 3

Current Status On May 20, 2019 Agenda

Done

License ID: NTM#16080

License Type: Transfer of Liquor License

Description: Transfer of Liquor License from New China Pacific, LLC dba New China Pacific [Jackie Lee, Mgr.] to Emperors Garden, LLC dba New China Pacific [Jinny Chen, Mgr.] Application attached.

Business: Emperors Garden, LLC dba New China Pacific

Applicant: Jinny Chen

Address: 683 Linwood Avenue

Approval Target 05/16/19

Slip Started on: 05/07/19 4:37 PM

PLANNING
Approve: ☒

PLANNING
Comments: N/A -not applicable

POLICE
Approve: ☒

POLICE
Comments: I approve as long as all persons who serve alcohol are TIPS certified.

FIRE Approve: ☒

FIRE
Comments:

BUILDING
ZONING
Approve: ☒

BUILDING
ZONING
Comments:

CONSERVATION
Approve: ☒

CONSERVATION
Comments: N/A

HEALTH
Approve:



HEALTH
Comments:

Ms. Chen has submitted her application and is working with the Board of Health to obtain her food permit. Some minor questions/concerns are being addressed with Ms. Chen.

ASSESSORS
Approve:

ASSESSORS
Comments:

TREASURER
COLLECTOR
Approve:

TREASURER
COLLECTOR
Comments:

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF NORTHBRIDGE



No fee

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):

Northbridge Professional FireFighters L3338

TO: Obtain a One-day Entertainment License for:

Type: (Check all that apply):	<input type="checkbox"/> Concert	<input type="checkbox"/> Dance	<input checked="" type="checkbox"/> Exhibition	<input type="checkbox"/> Cabaret Public Show
	<input checked="" type="checkbox"/> Live band		<input type="checkbox"/> Other: _____	
Includes:	<input 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 type="checkbox"/> Light show	<input 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 checked="" type="checkbox"/> OUTDOOR	<input type="checkbox"/> BOTH	

GIVE LOCATION BY STREET AND NUMBER:

AT: 171 Linwood Ave

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

ON: (date and time)* 6/29/19 2:00pm-11:00pm

Print Name: Anthony Genga

Address: 260 SE main ST

City: Douglas

State, Zip: MA, 01516

Phone: 774-573-0066

Email: tgenga@northbridgema.org

Anthony Genga
(Signature of Applicant)

Received: <u>5/15/19</u>	<u>11:55AM</u>
(Date)	(Time)
Agenda: <u>May 20, 2019</u>	

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: Northbridge Professionals Firefighters L3338

Address: P.O. Box 313

City/State/Zip: Whitinsville MA, 01588

Phone #: 508 234-8448

Are you an employer? Check the appropriate box:

1. ☐ I am a 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: [Signature] Date: 5-9-19

Phone #: 774-573-0066

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

NTM License Slips

Row 1

Current Status On May 20, 2019 Agenda

Done

License ID: NTM#16081

License Type: One-Day Entertainment License

Description: The Northbridge Professional Firefighters L3338 is seeking a one-day entertainment license for their 4th of July celebration, to be held on June 29, 2019 from 2 PM - 11 PM at the Northbridge Middle School, 171 Linwood Ave. Entertainment to include live bands/music, use of an amplification system, floor show (on foot entertainers), etc.

Business: The Northbridge Professional Firefighters L3338

Applicant: Anthony Genga

Address: 193 Main Street, Whitinsville

Approval Target 05/16/19

Slip Started on: 05/15/19 2:16 PM

PLANNING
Approve: ☒

PLANNING
Comments: N/A -not applicable

POLICE
Approve: ☒

POLICE
Comments: consult with police department concerning pedestrian/vehicle traffic

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:

Boot Drive Request Form

E

Boot Drive Date: 6/8/19 Time: 9:00 to 12:00 PM

Rain date: _____

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

Organization: St. Patrick's Church

Description of the cause: Mission to Haiti

Contact information: Dara Dawd 774-280-2033
(Name) (Phone)

Next available agenda: May 29, 2019
Date and time available: Yes ✓

Date approved: _____
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 June 2019

RELEASE OF CLAIMS, INDEMNITY AND HOLD HARMLESS AGREEMENT

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

I, St. Patrick's, in consideration of my use of the Town of Northbridge's Public Ways for a non-town sponsored event on June 8, 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 8, 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 8, 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 8, 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 3 day of May 2019.

Name (Printed): Dara Doyle

Dara Doyle

Signature

Melissa Winters

Witness

THIS FORM MAY NOT BE ALTERED

F1

Boot Drive Request Form

Boot Drive Date: 10/19/19

Time: 9am to 3pm

Rain date: 10/20/19

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

Organization: Operation Graduation Class of 2020

Description of the cause:

Raise funds to keep graduating students safe.

Contact information: Tina + Jerry Keene 508-380 4017
(Name) (Phone)

Next available agenda: 5/20/19

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 October 2019

RELEASE OF CLAIMS, INDEMNITY AND HOLD HARMLESS AGREEMENT

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

I, Tim Keene, in consideration of my use of the Town of Northbridge's Public Ways for a non-town sponsored event on October 19, 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 October 19, 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 October 19, 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 October 19, 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 16 day of May 2019.

Name (Printed): Tim Keene

Signature

Tim M Keene

Witness

THIS FORM MAY NOT BE ALTERED

Boot Drive Request Form

F2

Boot Drive Date: 4-4-20

Time: 9am to 3pm

Rain date: 4-5-20

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

Organization: Operation Graduation Class of 2020

Description of the cause:

Raise funds to keep graduating students safe.

Contact information: Tina & Jerry Keene 508-380-4017
(Name) (Phone)

Next available agenda: 5/20/19

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 April 2020

RELEASE OF CLAIMS, INDEMNITY AND HOLD HARMLESS AGREEMENT

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

I, Tina Keene, in consideration of my use of the Town of Northbridge's Public Ways for a non-town sponsored event on April 4, 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 April 4, 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 April 4, 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 April 4, 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 16 day of May 2019.

Name (Printed): Tina Keene

Signature Tina M Keene

Witness _____

THIS FORM MAY NOT BE ALTERED

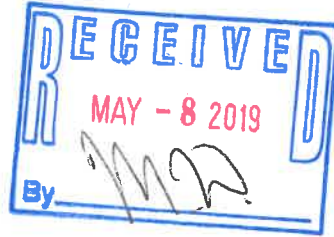


60 Main Street
Whitinsville, MA 01588
(508) 234-8184

www.WhitinCommunityCenter.com

info@OurGym.org

April 23, 2019



Mr. Adam Gaudette
Town Manager
7 Main Street
Whitinsville, MA 01588

Re: Request To The Board Of Selectman To Hang A Banner Across Church Street

Dear Mr. Gaudette,

Cars In The Park is one of the largest events we host here at the Whitin Community Center and it brings a fun and engaging community event to the Blackstone Valley for all ages and backgrounds to enjoy while showcasing the uses of our beautiful park. This year will mark our 6th Annual car, truck and motorcycle show to take place on August 17, 2019 from 10:00am-4:00pm held in our 7.5 acre Whitin Park, with Best In Show, 25 Trophies, Door Prizes, 50/50 & Raffles, Show Dash Plaques (for the first 50 pre-registered vehicles), Event Vendors, Food Trucks, Kids Activities, Bouncy House, Music, Entertainment & more!

Money raised from this fundraising event will go directly to supporting the Whitin Community Center, a non-profit 501(c)(3) organization, that is committed to the health and well-being of individuals and families and to building a strong community in the Blackstone Valley.

We are respectfully requesting permission to hang a banner for this event across Church Street. The banner would be 25' x 3' and the wording on the banner would be "Annual W.C.C.'s "CARS In The PARK" Aug 17 Food*Fun". We would like to hang the banner from August 5 – August 19 if at all possible. – Not available July 21 - August 4 ✓

We cannot do this event successfully without the care and support from our community. Please feel free to contact Sarah Lawson with any questions and/or concerns you may have regarding Cars In The Park at CarsInThePark@hotmail.com or 508.234.8184. On behalf of all of us here at the WCC, we would like to express out heartfelt appreciation for your consideration.

Sincerely,

Heather Elster
Executive Director

Pending the repair of the banner pole



NOTICE FOR iCORI REGISTERED USERS
A guide to the updated DCJIS regulations

In accordance with Executive Order 562, the Department of Criminal Justice Information Services (DCJIS) has conducted a comprehensive review of its regulations. As a result, the DCJIS recently filed the final version of its updated regulations.

iCORI registered requestors

The DCJIS amended its regulations in order to streamline some of the procedures involved in the CORI process. Outlined below are the most pertinent provisions of the updated regulations to assist requestors and users with understanding the amendments to the DCJIS regulations.

(1) CORI Acknowledgement forms will now need to be updated. – DONE AND ATTACHED

Summary: DCJIS regulation 803 CMR 2.09(2) provides that “Requestors shall either use the published CORI Acknowledgment Forms or incorporate the language and information provided on the forms into their applications.” Accordingly, the DCJIS has published stand-alone forms and form language for use by agencies. Requestors may continue to use a stand-alone form or can chose to incorporate the new form language into an existing application. Below is a description of each type of form and form language. Requestors should select the form or form language that correctly matches the purpose of its CORI requests.

→(a) **The CORI acknowledgement form** - to be used by requestors seeking access to CORI for employment or licensing purposes. This is a stand-alone form.

(b) **The abbreviated CORI acknowledgment form language** - this language may be incorporated into existing employment or licensing applications, provided, however, the application collects the full name, date of birth, at least the last six digits of the social security number, and any former names or aliases of the CORI subject. Requestors must also note in the application the type of identification that was used to verify the identity of the applicant in accordance with 803 CMR 2.09.

(c) **The CORI Housing acknowledgment form** – to be used by requestors seeking to access CORI for the purpose of screening housing applicants. This is a stand-alone form.

(d) **The abbreviated CORI Housing acknowledgment form language** - this language may be incorporated into an existing housing application, provided, however, the application collects the full name, date of birth, at least the last six digits of the social security number, and any former names or aliases of the CORI subject. Requestors must also note in the application the type of identification that was used to verify the identity of the applicant in accordance with 803 CMR 2.09.

(e) The CRA CORI acknowledgment form - to be used by a requestor that is utilizing the services of a CRA to request CORI from the DCJIS iCORI system. This is a stand-alone form.

(f) The abbreviated CRA CORI acknowledgment form language - this language may be incorporated into a requestor's existing application to notify the CORI subject that it will be using a CRA to request CORI from the DCJIS iCORI system. The application must collect the full name, date of birth, at least the last six digits of the social security number, and any former names or aliases of the CORI subject. Requestors must also note in the application the type of identification that was used to verify the identity of the subject in accordance with 803 CMR 2.09.

(2) CORI Policy must be updated. - DONE AND ATTACHED FOR REVIEW/VOTE OF THE BOARD.

Summary- The DCJIS has updated the Model CORI Policy. All Requestors who are required to have a CORI Policy must now update their CORI policies or must adopt the new Model CORI Policy. The Model CORI Policy is available at www.mass.gov/cjis.

(3) Requirement for cloud storage purchase agreements have been published.

Summary: The updated CORI regulations allow for the electronic storage of CORI information using cloud storage technology. In accordance with the regulations, the DCJIS has published minimum requirements for cloud storage purchase agreements at www.mass.gov/cjis.

(4) iCORI Agency Agreements will be provided at a later time.

Summary: The DCJIS will be publishing an iCORI Agency Agreement for all iCORI requestors to complete in accordance with the updated regulations. The DCJIS will communicate additional information and will provide a copy of the agreement at a later time.

(5) Attorneys and Advocates should carefully review the updated CORI regulations and review the guide published by the DCJIS on how to request CORI.

Summary: The DCJIS updated the regulations to clarify the CORI request process relating to CORI requests submitted by Attorneys and Advocates through the iCORI system. A detailed guide is available at www.mass.gov/cjis.

(6) Users should also review the updated DCJIS FAQ document and Training materials.

Summary: The DCJIS has also updated the Frequently Asked Questions document and training materials available. They are available at www.mass.gov/cjis.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services 200
Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
MASS.GOV/CJIS



This form is not to be faxed. Please return form to organization.

**Criminal Offender Record Information (CORI)
Acknowledgement Form**

To be used by organizations conducting CORI checks for employment or licensing purposes.

TOWN OF NORTHBRIDGE

is registered under the

(Organization)

provisions of M.G.L. c.6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, or current licensees.

As a prospective or current employee, subcontractor, volunteer, license applicant or current licensee, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to

TOWN OF NORTHBRIDGE

(Organization)

to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing TOWN OF NORTHBRIDGE

(Organization)

with written notice of my intent to withdraw consent to a CORI check.

I also understand, that TOWN OF NORTHBRIDGE may conduct

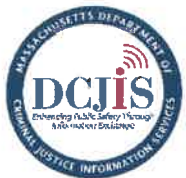
(Organization)

subsequent CORI checks within one year of the date this Form was signed by me.

By signing below, I provide my consent to a CORI check and affirm that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

Signature of CORI Subject

Date



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services
200 Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
MASS.GOV/CJIS



SUBJECT INFORMATION

Please complete this section using the information of the person whose CORI you are requesting.
The fields marked with an asterisk (*) are required fields.

* First Name: _____ Middle Initial: _____

* Last Name: _____ Suffix (Jr., Sr., etc.): _____

Former Last Name 1: _____

Former Last Name 2: _____

Former Last Name 3: _____

Former Last Name 4: _____

* Date of Birth (MM/DD/YYYY): _____ Place of Birth: _____

* Last **SIX** digits of Social Security Number: ____ -- ____ ☐ No Social Security Number

Sex: _____ Height: _____ ft. _____ in. Eye Color: _____ Race: _____

Driver's License or ID Number: _____ State of Issue: _____

Father's Full Name: _____

Mother's Full Name: _____

MAIDEN NAME:

Current Address

* Street Address: _____

Apt. # or Suite: _____ *City: _____ *State: _____ *Zip: _____

SUBJECT VERIFICATION

The above information was verified by reviewing the following form(s) of government-issued identification:

Verified by:

Print Name of Verifying Employee

Signature of Verifying Employee

Date

**TOWN OF NORTHBRIDGE
CORI POLICY**

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Revised and Adopted by the Board of Selectmen 4-8-13 5.20.19

This policy is applicable to the criminal history screening of prospective and current employees, subcontractors, vendors, volunteers and interns, professional licensing applicants, rental or leased housing applicants, and state, county, and municipal employees and applicants as those terms are defined in M.G.L. c. 268, §1. for the rental or leasing of housing.

Where Criminal Offender Record Information (CORI) and other criminal history checks may be part of a general background check for employment, volunteer work, licensing purposes, or the rental or leasing of housing, the following practices and procedures will be followed.

I. CONDUCTING CORI SCREENING

CORI checks will only be conducted as authorized by the DCJIS ~~[Department of Criminal Justice Information Services]~~ and MGL c. 6, §.172, and only after a CORI Acknowledgement Form has been completed.

If a requestor is screening for the rental or leasing of housing, a CORI Acknowledgement Form shall be completed for each and every subsequent CORI check.

A CORI acknowledgement form shall be completed on an annual basis for checks submitted for any other purpose, provided, however, that the requestor has adopted the language from the DCJIS CORI Acknowledgement Form that notifies individuals that their CORI may be requested at any time within the one year that the acknowledgement form is valid. If the requestor has not adopted the DCJIS CORI acknowledgement form language, then it must ensure that an acknowledgement form is completed for each and every subsequent CORI check.

II. ACCESS TO CORI

All CORI obtained from the DCJIS is confidential, and access to the information must be limited to those individuals who have a "need to know". This may include, but not be limited to, hiring managers, staff submitting the CORI requests, and staff charged with processing job applications. The Town of Northbridge must maintain and keep a current list of each individual authorized to have access to, or view, CORI. This list must be updated every six (6) months and is subject to inspection upon request by the DCJIS at any time.

III. CORI TRAINING

An informed review of a criminal record requires training. Accordingly, all personnel authorized to review or access CORI at the Town of Northbridge will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

Additionally, if the Town of Northbridge is an agency required by MGL c. 6, s. 171A, to maintain a CORI Policy, all personnel authorized to conduct criminal history background

checks and/or to review CORI information will review, and will be thoroughly familiar with, the ~~CORI Policy~~ educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

IV. USE OF ~~CRIMINAL HISTORY~~CORI IN BACKGROUND SCREENING

CORI used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied.

Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on background checks will be made consistent with this policy and any applicable law or regulations.

V. VERIFYING A SUBJECT'S IDENTITY

If a criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant.

If the information in the CORI record provided does not exactly match the identification information provided by the applicant, a determination is to be made by an individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

~~VI. INQUIRING ABOUT CRIMINAL HISTORY~~QUESTIONING A SUBJECT ABOUT HIS/HER CRIMINAL HISTORY

In connection with any decision regarding employment, volunteer opportunities, housing, or professional licensing, the subject shall be provided with a copy of the criminal history record, whether obtained from the DCJIS or from any other source, prior to questioning the subject about ~~his or her criminal history~~it. The source(s) of the criminal history record is also to be disclosed to the subject.

VII. DETERMINING SUITABILITY

If a determination is made, based on the information as provided in section V of this policy, that the criminal record belongs to the subject, and the subject does not dispute the record's accuracy, then the determination of suitability for the position or license will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to, the following:

- (a) Relevance of the record to the position sought;
- (b) The nature of the work to be performed;
- (c) Time since the conviction;
- (d) Age of the candidate at the time of the offense;
- (e) Seriousness and specific circumstances of the offense;
- (f) The number of offenses;
- (g) Whether the applicant has pending charges;
- (h) Any relevant evidence of rehabilitation or lack thereof; and
- (i) Any other relevant information, including information submitted by the candidate or requested by the organization.

The applicant is to be notified of the decision and the basis for it in a timely manner.

VIII. ADVERSE DECISIONS BASED ON CORI

If an authorized official is inclined to make an adverse decision based on the results of a criminal history background check, the applicant will be notified in accordance with DCJIS regulations 803 CMR 2.18-immediately and 2.19. The subject shall be provided with a copy of the organization's CORI policy and a copy of the criminal history (unless a copy was provided previously). The source(s) of the criminal history will also be revealed. The subject will then be provided with an opportunity to dispute the accuracy of the CORI record. Subjects shall also be provided a copy of DCJIS' ***Information Concerning the Process for Correcting a Criminal Record***.

IX. SECONDARY DISSEMINATION LOGS

All CORI obtained from the DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be used to record *any* dissemination of CORI outside this organization, including dissemination at the request of the subject.

Policy Last updated by the Board of Selectmen – April 8, 2013



TOWN OF NORTHBRIDGE, MASSACHUSETTS
COMMUNITY PLANNING & DEVELOPMENT

R. Gary Bechtholdt II, Town Planner
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Phone: (508) 234.2447 Fax: (508) 234.0814
gbechtholdt@northbridgemass.org

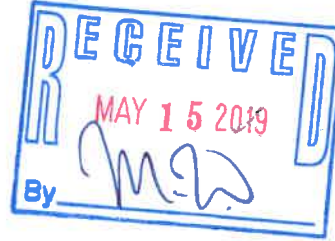
MEMORANDUM

Date: May 15, 2019

To: Thomas J Melia, Chair
NORTHBRIDGE BOARD OF SELECTMEN

From: R. Gary Bechtholdt II, Town Planner

RE: **MONETARY DONATION (GIFT)**
J&F Marinella Development Corporation -Hemlock Estates



Arrangements have been made for the Board of Selectmen to consider the above noted at its meeting of Monday, May 20, 2019.

The Planning Board is in receipt of monetary donation from J&F Marinella Development Corporation, Developer of the Hemlock Estates subdivision. The Planning Board recommends the Selectmen accept this gift, in the amount of \$10,000.00 to be expended by and under the direction of the Playground & Recreation Commission to be used towards the following:

- a) upgrades/improvements to the Linwood playground basketball courts;
- b) installation of water service to the snack shack at the Linwood playground; or
- c) installation of sprinkler system at the Legion fields

as may be determined by the Playground & Recreation Commission.

As part of its special permit/definitive subdivision approval(s) of Hemlock Estates, the Owner/Applicant agreed to provide the town with such monetary contribution for improvements to town recreational facilities.

Should you have any questions or require additional information please contact the Planning office.

Cc: Planning Board
Playground & Recreation Comm.
J&F Marinella Dev
Town Accountant
Town Treasurer
/File

Town Manager's Report for the Period of May 6, 2019 – May 17, 2019

1. Key Meetings Attended:

- Tuesday, May 7, 2019 – Attended the Spring Annual Town Meeting.
- Friday, May 10, 2019 – Attended the new DPW Building Grand Opening.
- Tuesday, May 13, 2019 – Conference Call with staff and D. Doneski re: Syncarpha Solar.
- Tuesday, May 13, 2019 – Blackstone Valley Town Managers Meeting.
- Wednesday, May 15, 2019 – Participated in NTA negotiations.
- Thursday, May 16, 2019 – Met with Chairman Melia to discuss the BOS Agenda.
- Friday, May 17, 2019 – Toured sidewalk/rpad construction concerns with DPW staff.

2. **Balmer School Building Project:** The next Building Committee is scheduled for Wednesday, May 22nd. The architect Dore & Whittier continues to work on Design Development and Permitting with the CM-at-Risk Fontaine Brothers. The Planning Board approved the Site Plan Review this past Tuesday, May 14th. The Conservation Commission is in the process of reviewing the Notice of Intent. Also, the Town is conducting additional Sewer Flow Analysis through a 3rd party consultant CDM Smith. A Design Status meeting with MSBA is scheduled for June 12th at Dore & Whittier Offices.
3. **DPW Garage Project:** The grand opening/open house was held last week Friday, May 10th. The event was well attended. This project item is now deemed closed.
4. **Fire Station Project (Feasibility Study):** The RFQ Submittals for Designer Selection Services were opened on Friday 26, 2019. We received 4 proposals. The BPCC will be holding interviews on Tuesday, May 21, 2019 and meeting on Wednesday, May 22, 2019 to select a design firm.
5. **LED Streetlight Conversion:** The construction/installation efforts began Monday, April 29, 2019. The Contractor, Daigle, has been working in the areas of Linwood Ave, Main Street, Purgatory Road, Cooper Road, Adams Circle, No. Main Street, Country Club Lane, and Fletcher Street.
6. **Recreational Marijuana:** The Host Community Agreements for **True Nature's Wellness** (retail), **Eskar** (retail) and **The Botanist** (cultivation) have all been approved by the BoS. The applicants' next steps include getting Planning Board and Cannabis Control Commission approvals.
7. **Solar PILOTs:** The PILOTs for Nexamp (Sutton Solar 2 project – Lasell Road) and Syncarpha (Northbridge I & II project – Linwood Ave) have been approved. The PILOT discussions for Syncarpha's Puddon I & II are ongoing.
8. **FY2020 Budget, Annual Town Meeting, and Annual Election:** The Spring Annual Town Meeting was held on Tuesday May 7, 2019. The Annual Town Election is scheduled for next week Tuesday, May 21st.