TOWN OF NORTHBRIDGE BOARD OF SELECTMEN'S MEETING NORTHBRIDGE TOWN HALL 7 MAIN STREET - WHITINSVILLE, MA 01588 May 23, 2016 AT 7:00 PM

RECEIVED

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PLEDGE OF ALLEGIANCE

RE-ORGANIZATION OF THE BOARD OF SELECTMEN

- 1) Town Manager asks for Nominations for Chairman
- 2) Chairman asks for Nominations for Vice-Chairman
- 3) Chairman asks for Nominations for Clerk

I. APPROVAL OF MINUTES

A. May 9, 2016 [Executive Session]

B. May 9, 2016

II. PUBLIC HEARING

III. APPOINTMENTS/By the Town Manager

C. Daniel Chauvin, Animal Control Officer/Vote to affirm

IV. CITIZENS' COMMENTS/INPUT: Local Business Spotlight: Business Breakfast Overview & Announcement of Local Events / Present: Jeannie Hebert, President & CEO, Blackstone Valley Chamber of Commerce

V. DECISIONS

- D. Dog Warrant/Vote to sign
- E. Agreement with Town of Upton for shared Conservation Agent
- F. Opt-out fee for water meter radio transmitters / Vote to approve
- **G.** Operation Graduation 2017 / Request to hold a boot drive at both Ovian Square & Memorial Square, Saturday, October 15, 2016 from 9 AM 3 PM / Rain Date: Saturday, October 22, 2016 [Present: Anne Haas] / Vote to approve
- **H.** High School Swim Team / Request to hold a boot drive at both Ovian Square & Memorial Square, Saturday, June 11, 2016 from 9 AM 3 PM / Rain Date: Saturday, June 18, 2016 [Present: Anne Haas] / Vote to approve
- I. School Building Committee / Vote to Appoint
- **J.** The Pasture Development Group, LLC (Carpenter Estates) / Vote to accept a one-time monetary donation of \$5,000 to be utilized at the discretion of the Director of Public Works towards improvements to town recreational facilities
- **K.** Pleasant Street Church & Youth Unlimited / Request to hang a banner over Church Street from July 10, 2016 to July 17, 2016 to announce "The 2016 Whitinsville Serve" community service event to be held from July 9, 2015 to July 16, 2016.
- L. AFSCME Union Contract / Vote to support
- M. Pine Grove Cemetery Deed / Edward and Jessica Hannon [Lot No. 4]
- **N. 1)** WGM Fabricators, LLC [Chip Rogers, President] / Application for a one-day Wine and Malt License for the dedication of the new Facility, to be held on Thursday, June 23, 2016, from 11:30 AM 5 PM, at 369 Douglas Road, Whitinsville, MA. **2)** Application for a one-day Entertainment License for the dedication of the new Facility, to be held on Thursday, June 23, 2016, from 11:30 AM 5 PM, at 369 Douglas Road, Whitinsville, MA

VI. DISCUSSIONS

- O. Sutton Street Update / Present: James Shuris, DPW Director
- P. Town Manager's Performance Review
- Q. Selectmen's Meeting Schedule / Vote to revise

Town Clerk: 2 Hard copies	
Town Clerk: E-mail hard copy	7
Web: Post time-stamped copy	

VII. TOWN MANAGER'S REPORT

- R. 1) Massachusetts Bay Transportation Authority 'Heart to Hub' initiative2) Firefighters Annual Spaghetti Supper Update

 - 3) Mosquito Spraying Update
 - 4) Central Massachusetts Regional Planning Commission Update
 - 5) Bylaw Review Committee Announcement
- VIII. SELECTMEN'S CONCERNS
- IX. ITEMS FOR FUTURE AGENDA
- X. **CORRESPONDENCE**
- XI. **EXECUTIVE SESSION**

B

BOARD OF SELECTMEN'S MEETING May 9, 2016 AT 6:30 PM

A meeting of the Board of Selectmen was called to order by Chairman Thomas Melia at 6:30 PM, Northbridge Town Hall, 7 Main Street, Whitinsville, MA. Present: Messrs. Ampagoomian, Athanas, Marzec, and Melia. Selectman Nolan was absent and it is duly noted. **Also Present**: Theodore D. Kozak.

Chairman Melia announced that the Board would be going into Executive Session and declared that having an open meeting may have a detrimental effect on the litigation position of the body.

A motion was made and seconded to go into Executive Session under M.G.L. C. 30A, §21 #3 – To discuss strategy with respect to contract negotiations – and to reconvene in Open Session. Roll Call Vote: Mr. Athanas/Yes, Mr. Ampagoomian/Yes, Mr. Marzec/yes, and Mr. Melia/Yes.

Open Session Adjourned: 6:33 PM

Executive Session Convened: 6:34 PM

Executive Session Adjourned: 6:58 PM

Open Session Reconvened: 7:00 PM

The Pledge of Allegiance was recited by those present

APPROVAL OF MINUTES A. April 25, 2016. A motion/Mr. Ampagoomian, seconded/Mr. Athanas to approve the April 25, 2016 minutes with the readings omitted. Vote yes/Messrs. Ampagoomian, Athanas, Marzec, and Melia B. May 3, 2016 [Spring Annual Town Meeting]. A motion/Mr. Ampagoomian, seconded/Mr. Athanas to approve the May 3, 2016 [Spring Annual Town Meeting] minutes. Vote yes/Messrs. Ampagoomian, Athanas, and Melia. Abstain/Mr. Marzec.

PUBLIC HEARING / None

APPOINTMENTS: By the Board of Selectmen /Local Historic District Study Committee C. John H. Crawford, Northbridge Historical Society Representative / Vote to appoint. A motion/Mr. Marzec, seconded/Mr. Ampagoomian to appoint John H. Crawford to the Local Historic District Study Committee. Vote yes/Messrs. Ampagoomian, Athanas, Marzec, and Melia.

CITIZENS' COMMENTS/INPUT: Local Business Spotlight: Maison de Manger, 670 Linwood Avenue Whitinsville, MA 01588 Present: Donna Picard, Owner. Donna Picard, owner of Maison de Manger was present to discuss her restaurant establishment. This is the 5th month Ms. Picard has been open and has received an immense amount of support. The restaurant continues to get busier, and the BYOB has been helpful for evening hours. On the menu is a large variety of option such as scones, croissants, and a very popular Croquet Madame. Live music, featuring local artists, makes the atmosphere lively. The hours of operation are Tuesday and Wednesday 10 AM - 5 PM, Thursday thru Saturday 10 AM - 7 PM, and on Saturday's there is a brunch from 10 AM - 2 PM. Selectman Ampagoomian asked about the unique interior design and how it came to be. Ms. Picard explained it is industrial chic, and upon viewing the space she wanted it to have a Paris feel. Her son built all of the lights for the establishment which was an important addition to the area in creating that Paris feel. The tables are all pipe bottom and heavy wood, and the area is a spacious. To start the space had a clean but industrial and old look and feel to it. Ms. Picard fully designed the space and her son helped execute it. Selectman Marzec asked what fair was served at the

Saturday brunch. Ms. Picard explained all of the crepes are available, and it is a full menu, but a Shakshuka is offered, which is eggs that are baked in crafted sauces and are served in the frying pan.

Police Dispatchers' Recognition Agreement between the Town and the NEPBA / Vote to sign. Mr. Kozak explained voting to sign this agreement would allow the Police Dispatchers' to go forward and form then union to begin negotiations. A motion/Mr. Marzec, seconded/Mr. Ampagoomian to vote to sign the Police Dispatchers' Recognition Agreement between the Town and the NEPBA. Vote yes/Messrs. Ampagoomian, Athanas, Marzec, and Melia.

Annual License Renewals [Junk Dealers, Bowling & Billiards] / Vote to approve subject to the payment of all monies due the Town. A motion/Mr. Marzec, seconded/Mr. Ampagoomian to approve the Annual Junk Dealers, and Bowling & Billiards License Renewals subject to the payment of all monies due to the Town. Vote yes/Messrs. Ampagoomian, Athanas, Marzec, and Melia.

Hive LLC / Application for a one-day Wine & Malt license for June 11, 2016 from 11 AM - 5 PM for the "Wooed by the Food" event to be held at the Whitin Community Center, 60 Main Street, Whitinsville, MA 01588 / Present: Paige McKissock. A motion/Mr. Ampagoomian, seconded/Mr. Marzec to approve the application for a one-day Wine and Malt License for the June 11, 2016 event, "Wooed by the Food" to take place from 11 AM to 5 PM, to be held at the Whitin Park, at the Whitin Community Center, 60 Main Street, Whitinsville, MA 01588. Vote yes/Messrs. Ampagoomian, Athanas, Marzec, and Melia.

Building Planning Construction Committee update on DPW Facility Present: Michael Beaudoin. Mr. Beaudoin, James Shuris DPW Director, and Anthony Diluzio Owner Project Manager Consultant from Cardinal Construction, were present to provide an update on the DPW facility. Mr. Diluzio stated that the vote for the DPW facility passed at Town Meeting, and would now need to pass on the Ballot at the Town Election on May 17, 2016. The existing DPW Facility was constructed in 1941 and has not been largely un-renovated and not updated as far as the mechanical and electrical systems. The proposed project is planned for the existing DPW site, which was deeded to the Town specifically for that. The largest goal of the project is to develop a vehicle storage building to replace the carports for the expensive vehicles which are currently stored outdoors in the elements. The interior of the building has no operating floor drains, air quality concerns, inefficient windows, and a leaking roof and masonry walls. The location and design of the new proposed building does not interfere with the river front or flood zone. The current buildings will be removed of asbestos, demolished, and torn down. Selectman Athanas asked where the equipment will be stored and kept during the renovations, and how the daily activities would be affected if at all. Mr. Dilizio explained the tents and outdoor equipment would be maintained, and the location will remain as it is. The steel blades for the plows will temporarily need to be relocated. The project construction could begin before winter and preparations would need to be made. Chairman Melia asked if there were any plans on marketing. Town Manager Kozak intervened stating legally the Town cannot advertise the project, but can only make it known that there is a Town Meeting vote. Town Manager Kozak explained that the amount passed at Town Meeting was for 2.5 million, which the Board of Selectmen have voted on a 5 year bond with an approximate cost 100 per year per home.

Good Energy update / Present: Stefano Loretto. Stephano Loretto of Good Energy, was present to provide an update to the Board on the Community Electricity Aggregation. The Community Electricity Aggregation program began in January of 2016 and will run for 24 months. During the winter the aggregation rate was 9.49¢ and the National Grid basic service rate was just over .13¢. Currently the National Grid rate has changed as they do every 6 months to just over 8¢. As expected the Aggregation Rate is 1.5¢ above the National Grid utility rate. Mr. Lorretto cautioned residents that after the winter months is when companies will advertise through postal fliers offers for or 5 months at an attractive rate. New tactics companies are using are monthly fees, and termination fees. Mr. Loretto explained that there

would be a news announcement released soon for the Town website which should be revealed within the next week. Selectman Ampagoomian asked about the re-negotiations and when they will begin. Mr. Loretto explained they are always looking at the market to see if there are favorable market conditions for renewal. Towards the end of this year and into 2017 they will begin evaluating the market and begin seeking renewal opportunities. Residents will receive notification of the renewal and the details, and the opt-out card if needed, and the program would begin again.

Opt out for Water Meter Radio Transmitters. Town Manager Kozak explained that this was a follow up regarding the water meter transmitter's op-out policy for those looking to opt- out of the upgrade. After discussing options with the water company Town Manager Kozak has come to a possible outcome for an opt-out option of the installation of the water meter for those individuals seeking to opt-out. Because a physical water meter reader would be required to individually check those individual's meters who have opted out there is a cost associated with it. The cost charged by the water company would be \$70 per visit, which would be 4 times a year. Mr. Kozak expressed his concern for the high cost but explained another possibility, which the Water Company has agreed with is to have the service read once a year at the end of the billing cycle, and create estimated bills, based off of prior usage, and make any adjustments necessary from the reading. Chairman Melia clarified that the Town has come up with a compromise to only check the meter once at the cost of \$70 per the Whitinsville Water Company, at the end of the year, and do an estimated billing amount, and once the meter has been read, adjustments to the bill will be made for the difference. Town Manager Kozak explained that was correct and that was his recommendation at this point. Selectman Ampagoomian asked if the Board would need to amend the water policy. Town Manager Kozak stated he was unsure about the policy but believes the Board would need to adopt the new fee of \$70 for those who choose to opt-out. Chairman Melia asked if James Shuris DPW Director, could formulate the information for the water policy to be updated, and voted on at the next meeting. Mr. Shuris advised those customers wishing to opt out of the meter updating and continue with the meter reading process, if there were a leak it would be undetected until the reading at the end of the billing cycle and could be costly.

WRTA update / Present: Johnathan Church. Johnathan Church, the Administrator at the Worcester Regional Transit Authority was present to update the Board on the bus service in town. Mr. Church explained the WRTA would be making service adjustments to route A, which runs from Wal-Mart through downtown, up Church Street and eventually to the Blackstone Valley Shoppes. At the end of June it will begin to go down to Linwood Avenue to the Linwood Mill development. A mid-day trip will be short, turning at the Shaw's, and Ocean State Job Lot plaza. At the hearing held on Monday, May 2, 2016, a state wide access pass was discussed. Mr. Church explained the access pass would allow seniors to sign up for a pass to use any of the transit systems within the State. There has not been a date set yet, but the WRTA will be working closely with the Linwood Mills. The ridership has been fluctuating month to month, and route B typically gets more riders than route A, but it also runs for a longer service period through the day, and also connects to the MBTA commuter rails. Mr. Church asked for any feedback on the routes or any suggestions. It costs \$1.50 per ride open to everyone, the vans fit 12 people, or 2 wheelchairs and 10 seated passengers per trip. Route B begins at 6 AM and ends at 6 PM, and route B begins at 9 AM and ends just before 5 PM. Town Manager Kozak asked what the required age of a senior is and the cost of the pass. Mr. Church replied seniors are considered 60 and above, and explained he was not 100% sure on the cost but could get the information to the appropriate people to be posted.

TOWN MANAGER'S REPORT 1) Green Community Workshop - Attended a workshop, which was held in Auburn. The Commissioner of the Department of Energy Resources discussed updates on the Green Community Legislation and the associated grant programs, which will provide energy savings to communities. 2) Blackstone River Valley National Historical Park / Historic Society Trolley Tour - Met with the Director of the Blackstone River Valley National Historical Park to discuss the Town's efforts of creating an historic district. Staff members will be present at the Linwood Mill to meet with the public regarding the merits of creating a historic district. Members of the Blackstone River Valley National

Historical Park plan on attending the Historic Society's Trolley Tour, which will be held on Saturday, May 21, 2016, and is a free event. To reserve your seats call the Whitinsville Social Library at 508-234-2151.

3)Annual Town Election - The Annual Town Election will take place on Tuesday, May 17, 2016 from, 7 AM to 8 PM at the Northbridge High School Field House. 4) Announcement: Singing for Sofia Event - A "Singing for Sofia" fundraiser will be held Saturday, May 14, 2016, from 2 PM - 11 PM at The Grafton Inn, 25 Grafton Common, Grafton, MA 01519. For more details contact Representative Muradian's office at 617-722-2240.

SELECTMEN'S CONCERNS Selectman Marzec 1) announced that the Memorial Day services will be held on Monday, May 30, 2016, at 10 AM. The Parade will begin at Colonial Drive and finish at Memorial Common, where the services will be held. Anyone interested in participating can contact James Marzec, William Audete, Dan Benaway, or Frank Difazio. A motion/Mr. Ampagoomian, seconded/Mr. Athanas to vote to move Selectmen Marzec's announcement regarding the Memorial Day Parade services to decisions. Vote yes/Messrs. Ampagoomian, Athanas, Marzec, and Melia. A motion/Mr. Marzec, seconded/Mr. Ampagoomian to approve the Memorial Day services to commence on Monday, May 30, 2016 at 10 AM, beginning at Colonial Drive, and to continue to Memorial Common, and to notify the Police Department for Traffic to be closed. Vote yes/Messrs. Ampagoomian, Athanas, Marzec, and Melia. 2) mentioned he was approached by a citizen who protested the deplorable condition of the Fire Station. Selectman Marzec reiterated the need for a new Fire Station and the need to begin seeking potential location that could be available. Selectman Athanas 1) asked about the details of the mosquito spraying project. Town Manager Kozak explained that the information would be available on the Town's Webpage. 2) asked if the Town could set a maximum limit allowed for Junk Dealer Licenses. Town Manager Kozak replied he believes it is a Board decision that could be determined and established by the Board of Selectmen. Town Manager Kozak mentioned that he would look into it further. Selectmen Ampagoomian 1) asked if there was any update on the lights at Plummer Corner. Highway Superintendent Mr. Luchini replied it was still being looking into. 2) asked when the painting of the cross walks and striping would commence. Highway Superintendent Mr. Luchini replied once the roads are swept the painting will then begin. 3) mentioned the passing of Andy Williamson and stated he was the Post Commander of the American Legion Post #343. He recognized Andy as a strong supporter of Veterans rights, and the community. Selectman Ampagoomian sent condolences to the Williamson family on behalf of the Board of Selectmen and stated he would be greatly missed.

Chairman Melia announced the next scheduled Board of Selectmen's meeting will be held on May 23, 2016, and May 17, 2016 is the Town Election.

A motion/Mr. Marzec, seconded/Mr. Ampagoomian to adjourn the public meeting. Vote yes/Messrs. Ampagoomian, Athanas, Marzec and Melia.

Meeting Adjourned: 7:55 PM

Respectfully submitted,

James Athanas, Clerk

/mjw

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING - OPEN SESSION

May 9, 2016

I. APPROVAL OF MINUTES

A. April 25, 2016

-Copy of April 25, 2016 minutes.

B. May 3, 2016 [Spring Annual Town Meeting]

-Copy of May 3, 2016 Spring Annual Town Meeting Minutes

II. PUBLIC HEARING / None

III. APPOINTMENTS: By the Board of Selectmen

Local Historic District Study Committee C. John H. Crawford, Northbridge Historical Society Representative / Vote to appoint

-No documentation

IV. CITIZENS' COMMENTS/INPUT: Local Business Spotlight: Maison de Manger, 670 Linwood

Avenue Whitinsville, MA 01588 Present: Donna Picard, Owner

-No documentation

V. DECISIONS

D. Police Dispatchers' Recognition Agreement between the Town and the NEPBA / Vote to sign -Copy of Recognition Agreement between the Town of Northbridge and the New England Police Benevolent Association, Inc.

E. Annual License Renewals [Junk Dealers, Bowling & Billiards] / Vote to approve subject to the payment of all monies due the Town.

-Copy of list of License Renewals.

F. Hive LLC / Application for a one-day Wine & Malt license for June 11, 2016 from 11 AM - 5 PM for the "Wooed by the Food" event to be held at the Whitin Community Center, 60 Main Street, Whitinsville, MA 01588 / Present: Paige McKissock.

- -Copy of Application for a special License
- -Copy of signed Revenue Enforcement and Protection Attestation form
- -Copy of Hold Harmless Agreement
- -Copy of License Routing Slip

VI. DISCUSSIONS

G. Building Planning Construction Committee update on DPW Facility Present: Michael Beaudoin -Copy of Power Point presentation.

H. Good Energy update / Present: Stefano Loretto -No documentation

I. Opt out for Water Meter Radio Transmitters -No Documentation

J. WRTA update / Present: Johnathan Church - No Documentation

VII. TOWN MANAGER'S REPORT

K. 1) Green Community Workshop -No documentation

- 2) Blackstone River Valley National Historical Park / Historic Society Trolley Ride Event No documentation
- 3) Annual Town Election [May 17, 2016, 7 AM 8 PM] No documentation
- 4) Announcement: Singing for Sofia event -No documentation
- -Copy of flyer advertising Singing for Sofia event

VIII. SELECTMEN'S CONCERNS -No documentation

IX. ITEMS FOR FUTURE AGENDA

X. CORRESPONDENCE

XI. EXECUTIVE SESSION 6:30 PM

L. M.G.L. Chapter 30A, S. 21 #3 – To discuss strategy with respect to contract negotiations -No documentation



Theodore D. Kozak Mawn, Mahager

Dan Chauvin 181 Providence Road Linwood, MA 01525

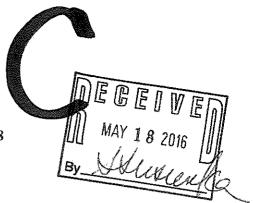
Dear Mr. Chauvin:

BOS Agenda 5/23/16

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



The Board of Selectmen and I are in the process of considering appointments to various Town Boards and Commissions who, under the Town Charter, fall under our appointive authority. Your term of office as Animal Control Officer expired on April 30, 2016, and this letter seeks your decision on continuing to serve the Town of Northbridge in this endeavor.

Please complete and return the form below and submit it to my office no later than May 20, 2016, advising us whether you are or you are not interested in serving another term.

We wish to take this opportunity to thank you for your service to the Town of Northbridge. Your efforts are very much appreciated and gratefully acknowledged.

Sincerely, Theodore O. Kozak / xls Theodore D. Kozak Town Manager

TDK/sls

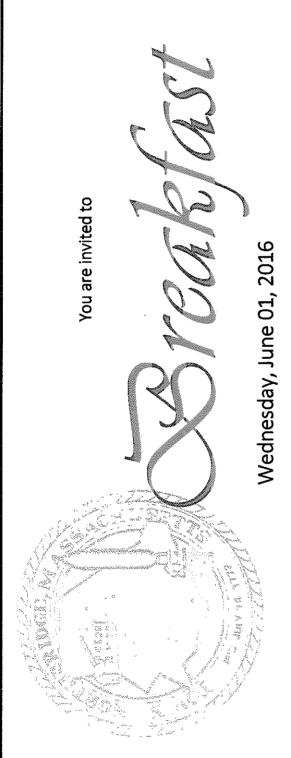
Please fill out this section and return this form to:

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

Please check one:

YES, I AM seeking reappointment as Animal Control Off. for a 1-yr. Term to expire 4/30/2017

□ NO, I AM NOT seeking reappointment



Please join us for a Business Breakfast as part of Northbridge's ongoing Economic Development Strategies & Opportunities Initiative

Wednesday, June 01, 2016 (8AM-10:00AM) Northbridge Memorial Town Hall -Great Hall 7 Main Street, Whitinsville, MA 01588

> Representatives from the Blackstone Valley Chamber of Commerce, the Massachusetts Office of Business Meet local officials, municipal staff, State agencies, & other business partners in this casual, informal setting to discuss how Northbridge may help support your business and encourage job growth and business expansion. Development, and others will be in attendance to review local, regional and state resources. We look forward for your participation.









Offered in partnership with the Northbridge Board of Selectmen; Planning Board; Town Manager; Community Planning & Development Office and the Blackstone Valley Chamber of Commerce

Please RSVP by May 26th - planning@northbridgemass.org





COMMONWEALTH OF MASSACHUSETTS TOWN OF NORTHBRIDGE WORCESTER COUNTY, SS

To: Animal Control Officer for the Town of Northbridge

WARRANT

In the name of the Commonwealth of Massachusetts, you are hereby required to proceed forthwith to seek out, catch and confine all dogs within said town not duly licensed, collared or harnessed, and tagged, according to the provisions of MGL's C. 140, S. 151A, and you are further required to make and enter a complaint against the owner or keeper of every such dog, and to kill or cause to be killed by methods of execution other than gunshot except in case of emergency, T-61, so-called, a euthanasia solution not under the control of the Federal Drug Enforcement Administration, unless by a veterinarian, succinylcholine cholide, any drugs that have a curariform-like action, electrocution, or any other method which causes an unnecessarily cruel death each such dog which after being detained for a period of ten days, shall not then have been duly licensed, collared or harnessed, and tagged, except that any male or any spayed female dog not found to be diseased may be made available for adoption for not less than three dollars, and you shall keep an account of any such adoption and forthwith pay over the money to the Town Treasurer/Collector. Before delivery of any dog so adopted you shall require the purchaser to show identification and to register and procure a license and tag for such dog from the Town Clerk of the town where the dog is to be kept, in accordance with the provisions of MGL's C. 140, S. 137.

Hereof fail not, and make due return of this warrant with your doings therein, on or before the first day of October next, on or before the first day of January next, and on or before the first of April next, and at the expiration of your term of office, stating the number of dogs caught, confined and/or killed, or adopted, and the names of the owners or keepers thereof, and whether all unlicensed dogs in said town have been caught, confined and/or killed, or adopted and the names of persons against whom complaints have been made under the provisions of said MGL C. 140, and whether complaints have been made and entered against all the persons who have failed to comply with the provisions of said MGL C. 140.

Given under my hand and seal at Northbridge aforesaid the 23rd day of May, 2016.

Chairman, Northbridge Board of Selectmen

INTERMUNICIPAL AGREEMENT

For



CONSERVATION AGENT SERVICES BETWEEN THE TOWNS OF NORTHBRIDGE& UPTON

THIS INTERMUNICIPAL AGREEMENT ("Agreement") is made and entered into as of this 1st day of June 2016 by and between TOWN OF NORTHBRIDGE ("Northbridge"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts with a principal address of 7 Main St. Whitinsville, MA 01588, acting by and through its Board of Selectmen, and the TOWN OF UPTON ("Upton"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts with a principal address of 1 Main Street, Box 1, Upton, MA 01568, acting by and through its Board of Selectmen with no personal liability to the aforementioned public officials (both Towns collectively referred to as "Towns" or "parties".

WHEREAS, Chapter 40, Section 4A of the General Laws, as amended, allows the chief executive officer of towns to enter into agreements with one or more other towns to perform jointly activities or undertakings which any one of them is authorized by law to perform; and,

WHEREAS, Northbridge does not currently have a Conservation Agent; and

WHEREAS, the parties have agreed to establish a mechanism for compensating Upton for such conservation services; and

WHEREAS, the parties have agreed to establish a mechanism for addressing operational issues concerning the provision of such conservation services; and

WHEREAS, each Town agrees to absolve the other Town from liability exclusively caused by one of its employees, as specified in this Agreement.

NOW, THEREFORE, for good and valuable consideration, and the mutual promises and benefits set forth below, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. TERM

This Agreement shall take effect on the first day of June, 2016. This Agreement shall continue in effect for one (1) year and may be renewed for succeeding one year periods. Either party may terminate the Agreement by providing at least six (6) months' notice prior to the start of a new fiscal year that it does not intend to participate in this Agreement for the next following fiscal year ("Notice of Termination").

2. OBLIGATIONS OF UPTON

Upton will provide to Northbridge the following Conservation Agent services, to be furnished and performed through the Upton Conservation Agent, to and for the Town of Northbridge and its Conservation Commission:

A. Wetlands Protection Act

- 1. Conduct site visits to determine applicability and compliance with the Act.
- 2. Report violations of the Act and issue enforcement orders
- 3. Provide information and explanation regarding laws governing the act to all parties.

B. Provide Support to the Conservation Commission

- 1. Attend Commission meetings
- 2. Compile information, prepare reports and other information required by the Commission
- 3. Perform assigned administrative duties including assistance with preparation of the annual budget
- 4. Perform similar work as directed by the Conservation Commission

3. OBLIGATIONS OF NORTHBRIDGE

- A. Northbridge will make available a representative for the purpose of consultation and/or home visitation should environmental conditions warrant such action.
- B. Northbridge agrees to provide office space, a computer or other necessary technology, and appropriate funds for the reimbursement to the Conservation Agent for mileage costs incurred by the Agent in operating the Agent's personal automobile in the course of his/her duties.

4. PERSONNEL

Effective June 13, 2016 the Conservation Agent shall be available to the Town of Northbridge for up to eight (8) hours on average per week during the term of this Agreement. The schedule shall be set by mutual agreement of the Towns' respective Conservation Commissions. Said schedule may be modified by agreement of the Conservation Commissions. The Conservation Agent shall be available to attend Conservation Commission meetings at the Commission's request.

While engaged in performing services in the Town of Northbridge under this Agreement, the Upton Conservation Agent shall be deemed to be engaged in the service and employment of the Town of Upton, notwithstanding that such service activity or undertaking is being performed in or for the Town of Northbridge.

5. COMPENSATION

A. Fee

Northbridge shall compensate Upton by paying a fee of \$25.90 per hour for services rendered and invoiced to Northbridge hereunder, which covers the salary and benefits of the Conservation Agent attributable to such services. The rate for Fiscal Year 2016/17 shall be \$26.42. Should the Towns renew the Agreement, the rate shall be reviewed, negotiated, and established by the Town Managers by April 1st of each year. Northbridge shall not be responsible for any additional fees, costs, charges or expenses relating to said Conservation Agent with the exception of mileage reimbursement.

B. Invoice

Upton shall bill Northbridge in equal quarterly installments, on September 1, December 1, March 1 and June 1 of each year.

C. Payment

Northbridge hereby agrees to submit payment in full for each such bill to Upton within thirty (30) days of receipt of said bill. Notwithstanding the above, any dispute concerning billing shall be first presented in writing by the disputing party within said thirty (30) days, and thereafter shall be resolved in accordance with the "Dispute Resolution" paragraph of this Agreement.

6. TERMINATION

In accordance with Section 1, either party may terminate this Agreement by providing written notice to the other party at least six months prior to the start of a new fiscal year, effective as of June 30 of the next following year.

7. DISPUTE RESOLUTION

No suit upon any claim or cause of action upon, or for damages upon, by reason of, or growing out of, this Agreement or its non-performance or faulty performance, shall be filed or maintainable by any party unless notice of such claim or cause of action be given to the other party at its address, above given, not less than thirty (30) days prior to filing, and in every case a reasonable time under the circumstances from the date upon which limitation would commence to run against such claim or cause of action in behalf of such other party.

In the event any dispute of any kind should arise between the Towns concerning the construction of this Agreement or the breach thereof, then and in that event, such dispute may be submitted to an arbitrator selected by the American Arbitration Association. The proceedings before said arbitrator shall be governed by the rules and regulations of said Association, and the award and determination of said arbitrator shall be binding and conclusive upon the Towns and they herewith agree to abide thereby. Any costs associated with arbitration shall be split evenly between the Towns. The Towns may

also mutually agree to use other forms of alternative dispute resolution, including mediation, to address disputes arising under this Agreement.

Both Towns reserve the right, either in law or equity, by suit, and complaint in the nature of specific performance, or other proceeding, to enforce or compel performance of any or all covenants herein.

8. TERMS

The parties hereto have read the terms of this Agreement before signing the same and hereby agree that no statement, remark, agreement, or understanding, oral or written, not contained herein, will be recognized or enforced.

9. SEVERABILITY

If any provision, section, phrase or word contained herein is determined by a court of competent jurisdiction to be unenforceable, for any reason, or beyond the scope of the statutory provisions of Chapter 40, § 4A of the General Laws, as amended, then it is the intention of the parties that the remaining provisions hereof shall continue in full force and effect.

10. ENTIRE AGREEMENT

The terms, together with all the attachments referenced herein, constitute the entire agreement between the Towns and shall supersede all previous communications, representations, or agreements, either oral or written, between the Towns with respect to the subject matter.

11. ANNUAL STATEMENT

Each Town shall keep accurate records of services performed, costs incurred and payments, reimbursements and contributions made and received, and shall provide same to the other Town upon request. An annual financial statement reflecting this information shall be issued by each Town to the other by November 1 of the following fiscal year.

12. MAXIMUM FINANCIAL LIABILITY

The maximum extent of each Town's financial liability in connection with this Agreement shall not exceed the amount validly appropriated by, or available to, each said Town for said purpose.

13. LIABILITY

Pursuant to MGL c. 40, s. 4A, each party shall be liable for the acts and omissions of its own employees and not for the employees of any other agency in the performance of this

Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258. By entering into this Agreement, none of the parties has waived any governmental immunity or limitation of damages which may be extended to it by operation of law.

14. AMENDMENT

No officer, official, agent, or employee of either Town shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind either Town by making any promise or representation not contained herein. Any modification shall be by a written amendment duly authorized by each Town. Said amendment shall be executed in the same manner as this Agreement is executed.

15. ASSIGNMENT

This Agreement shall not be assigned or transferred by either Town without the express written consent of the other Town given with the same formalities as are required for the execution of this Agreement.

16. GOVERNING LAW

This Agreement and all rights of the parties thereunder shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions.

Witness the authorized signatures of the parties:

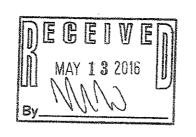
TOWN OF NORTHBRIDGE	APPROVED as to legal form:
Name: Thomas J. Melia Chair, Board of Selectmen	Kopelman and Paige, Town Counsel
James Marzec, Vice Chair	Certification of Available Appropriation / Funds
James J. Athanas, Clerk	Town Accountant
Daniel J. Nolan, Member	
Charles Ampagoomian, Jr., Member	
TOWN OF UPTON	APPROVED as to legal form:
Name: James A. Brochu Chair, Board of Selectmen	Kopelman and Paige, Town Counsel
Robert J. Fleming, Member	Certification of Available Appropriation / Funds
Gary Daugherty, Member	Kenny Costa, Town Accountant

OPT-OUT POLICY FOR WATER METER RADIO TRANSMITTER INSTALLATION

Residents who wish to opt-out of the radio transmitter installation on their residential water meters will be required to have an initial baseline water meter reading and pay a fee of \$70.00 for the cost to manually read the water meter.

A property owner may waive the reading of their water meter for 3 out of 4 quarters by receiving an "estimated" bill for their water use charges. To receive an estimated bill, the property owner will read the meter themselves, fill out a card and send it to the Town of Northbridge, Department of Public Works, P.O. Box 88, Whitinsville, MA 01588. The 4th and final quarterly meter reading will require an "actual" meter reading for which the homeowner receive a bill covering all 4 quarters. The property owner will also be assessed a \$70.00 fee for the final reading.





October-Huarlable Chief Warchol-OKE

Dear Board of Selectman,

We the parents of OpGrad 2017 would like to hold as boot done both at Memorial and Ovion Squares on Seturday october 15th with a raindate of Saturday october 15th with a raindate of Saturday october 22nd, 2016. The time frame would be from 9:00-3:00 pm. The propose of the boot drive is to Raise funds for the Class of 2017 for a send off celebration after their graduation.

thankyou for your consideration, Ame House, op grad parent the E. House Ser 234-9163
Robtanne @ net zero. net

Melissa Wetherbee

From:

Walter J. Warchol < wwarchol@northbridgemass.org >

This Rosbins

Sent:

Friday, May 13, 2016 2:11 PM

To:

Melissa Wetherbee

Subject:

RE: Boot Drive Request

OK with the police department

From: Melissa Wetherbee [mailto:mwetherbee@northbridgemass.org]

Sent: Friday, May 13, 2016 10:27 AM To: wwarchol@northbridgemass.org

Subject: Boot Drive Request

Good morning Chief,

Do you have any issues with the attached request for a boot drive to be held by the Op Grad 2017 on Saturday October 15, 2016 from 9-3 and a rain date of Saturday, October 22, 2016.

Thank you

Melissa Wetherbee, Adm. Assistant Town Manager's Office Town of Northbridge 7 Main Street Whitinsville, MA 01588

USE OF TOWN OF NORTHBRIDGE

PUBLIC WAYS FOR BOOT DRIVE

EVENT: Boot Drive, Saturday, October 15, 2016

RELEASE OF CLAIMS, INDEMNITY AND HOLD HARMLESS AGREEMENT

Please read this document thoroughly before completing and signing
I,
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 15, 2016, 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 15, 2016, 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 H day of $9 \text{ May } 2016$. Name (Printed): $4 \text{ May } 5$
ane E. Hara
Signature

DEGETVED

MAY 1 6 2016 Dear Board of Selector June-Available The Northbridge High School owin fram would like to hold about drive on Sotunday, June 11th with a raindate of Saturday June 18th. We wild like to be in both memorial a Ovian Squares from 9:00-3:00 P- The purpose is to raise Fords for the 2016/2017 5000000 JINCE WC are wow self founded. Thankyou for your Consideration Ame Hous swim from porcet

USE OF TOWN OF NORTHBRIDGE

PUBLIC WAYS FOR BOOT DRIVE

EVENT: Boot Drive, Saturday, June 11, 2016

RELEASE OF CLAIMS, INDEMNITY AND HOLD HARMLESS AGREEMENT

Please read this document thoroughly before completing and signing
I,
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 11, 2016 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 <u>June 11, 2016</u> , 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 16th day of may 2:16.
Name (Printed): Ane E. Hars
_ Chu E. Haas
Signature
Witness

Melissa Wetherbee

From:

Walter J. Warchol < wwarchol@northbridgemass.org >

Sent:

Tuesday, May 17, 2016 9:52 AM

To: Subject: Melissa Wetherbee RE: Boot Drive Request

No issues with the Police Department

From: Melissa Wetherbee [mailto:mwetherbee@northbridgemass.org]

Sent: Tuesday, May 17, 2016 9:42 AM **To:** wwarchol@northbridgemass.org

Subject: Boot Drive Request

Good morning Chief,

Any issues with the attached Boot Drive request for June 11th?

Thank you

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



COMMUNITY PLANNING & DEVELOPMENT

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



MEMORANDUM

Date: May 17, 2016

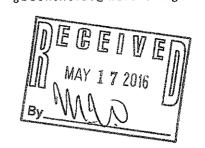
To: THOMAS J. MELIA, CHAIRMAN BOARD OF SELECTMEN

Theodore D. Kozak, Town Manager

From: R. Gary Bechtholdt II, Town Planner

RE: MONETARY DONATION (GIFT)

(\$5,000.00) -Carpenter Estates



In accordance with the Carpenter Estates Certificate of Approval dated May 01, 2007 (Condition A30), the Applicant (Developer) shall provide the town with a monetary contribution of \$5,000.00 towards improvements to town recreational facilities. The town, at the discretion of the Director of Public Works, shall utilize such funds for improvements such as, but not limited to, expansion/improvements to existing ball fields, parking area and compliance with ADA standards.

In preparation for acceptance of such funds the Playground & Recreation Committee provided the Director of Public Works with a listing of priority items. Provided below is a (DRAFT) motion for your consideration:

MOTION TO ACCEPT THE ONE-TIME MONETARY DONATION OF \$5,000.00 FROM THE PASTURE DEVELOPMENT GROUP, LLC (CARPENTER ESTATES SUBDIVISION); FUNDS TO BE USED AT THE DISCRETION OF THE DIRECTOR OF PUBLIC WORKS TOWARDS FIELD EXPANSION/IMPROVEMENTS AND SEEDING AT RIVERDALE AND BALMER RECREATIONAL FACILITIES AND/OR THE PURCHASE/INSTALLATION OF PLAYGROUND EQUIPMENT AT ROCKDALE.

In talking with the Town Accountant, these types of funds (donation) shall be designated for a specific use. It is my understanding upon acceptance of the monetary donation (gift) an account will be established to be utilized as set forth above.

Cc: Planning Board

Pasture Development Group, LLC
DPW -Director of Public Works
Playground & Recreation Committee
Town Accountant
/File

Melissa Wetherbee

From:	Gary Bechtholdt < gbechtholdt@northbridgemass.org >
Sent:	Monday, May 16, 2016 1:38 RM
To:	tkozak@northbridgemass.org
Cc:	Brian J. Massey; James Shuris; ssusienka@northbridgemass.org; Melissa Wetherbee
Subject:	Monetary donation -acceptance of gift
Importance:	High
Ted:	
The Planning office is in	receipt of a check in the amount of \$5,000.00 made payable to the Town of Northbridge.
	by the Developer of the Carpenter Estates subdivision as a one-time monetary donation to the ordinary donation to the improvements to town recreational facilities.
limited to expansion/im	ed under the discretion of the Director of Public Works towards improvements such as, but not approvements to existing ball fields, parking areas and compliance with ADA standards. The DPW ntact with the Chairman of the Playground & Recreation Committee to help identify how this be spent.
It is my understanding to arrangements for their I	hat the BOS may need to formally accept this one-time donation, if so -please make May 23 rd meeting.
Decision –Acceptance o	of Gift, The Pasture Development Group, LLC (Carpenter Estates)
Please note -I will be un	able to attend this meeting, if you require additional information please let me know.
At your request I can co	mmunicate same with Town Counsel to review necessary proceedings.
Thanks,	
-Gary	
R. Gary Bechtholdt II	
Northbridge Town Planr	ner
COMMUNITY PLANNING	G & DEVELOPMENT
Town of Northbridge	
7 Main Street	
Whitinsville, MA 01588	
(508)234-2447	

×

Virus-free. www.avast.com

Melissa Wetherbee

From:

Sharon Susienka <ssusienka@northbridgemass.org>

Sent:

Monday, May 16, 2016 2:42 PM

To:

'Annika Bangma' Melissa Wetherbee

Subject:

RE: Church Street Banner --- July 10-16

Attachments:

BANNER REQUIREMENTS.doc

Hi Annika:

This request has to go before the Board of Selectmen for approval so we will put it on the next Selectmen's meeting agenda, May 23rd. Also, the Fire Department has very strict banner requirements, which are attached for your review.

If you have any questions, let me know.

Thank you.

Sharon L. Susienka

Exec. Asst. to the Town Manager

Town of Northbridge Phone: 508-234-2095 Fax: 508-234-7640

From: Annika Bangma [mailto:annika@pscrc.org]

Sent: Monday, May 16, 2016 2:11 PM **To:** ssusienka@northbridgemass.org

Subject: Church Street Banner --- July 10-16

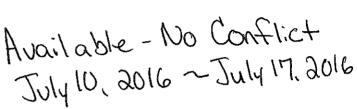
Hi there,

We would like to seek approval to hang a banner over Church Street (by the Armenian Church) from July 10-16 (as I understand banners are hung Sunday to Sunday.)

As you may have heard from my friend Jack Crawford (who is helping coordinate all of the worksites), our church, Pleasant Street CRC on 25 Cross St, is partnering with Youth Unlimited (YU), a faith-based ministry serving churches throughout North America to host a one week mission opportunity for high school students. Students from across the US and Canada will come and invest nearly 1,400 hours of volunteer service in our community -- serving our town's DPW, Fire Department, Police Department, the National Park Service/Blackstone Valley Heritage Corridor, and Alternatives (to name a few!).

The 2016 Whitinsville Serve will take place July 9-16 (hence why we would like the banner hung that week); and students will be residing in our church when they are not out volunteering in our community. We would like this banner hung to help the greater Northbridge community notice what the students are doing, and to help them understand why they are doing it!

Although the design is being finalized for the banner, below is a proof of what it will most likely look like; with the following two changes:



- Inste	ad of including the date, we will change it to say "25 Cross S	it" (our	church ad	dress) i	n that
space	so that we can use the banner year after year].				

-Colors may change deper	nding on our printin	g budget (we would	l like to include a f	few pops of color).
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X

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MEMORANDUM OF AGREEMENT BY AND BETWEEN THE TOWN OF NORTHBRIDGE AND AFSCME, COUNCIL 93, LOCAL 1709, AFL-CIO



JULY 1, 2016-JUNE 30, 2017

The Town of Northbridge ("Town") and AFSCME, Council 93, Local 1709, AFL-CIO ("Union") hereby agree to amend the collective bargaining agreement that is set to expire on June 30, 2016, as follows:

1. Article 16 – OVERTIME (Paragraph 8):

Change "three and one-half (3.5) hours pay" to "four (4) hours pay for unscheduled overtime".

2. Article 27 – PERSONAL LEAVE (Paragraph 1):

Change "in one fiscal year" to "in one anniversary year. In the first year, an employee will earn 2.6 hours of personal leave each month to be taken up to their anniversary date, then 4 days to be taken in the next anniversary year".

3. WAGE AND SALARY SCHEDULE:

The wage and salary schedule will be increased 2% effective July 1, 2016.

FOR THE TOWN:

FOR THE UNION:

Know all Men by These Presents,



That the Town of Northbridge, in the County of Worcester and Commonwealth of Massachusetts, in consideration of Two Hundred Dollars, paid by Edward and Jessica Hannon, of 176 Fletcher Street, Northbridge, MA, the receipt of which is hereby acknowledged, does sell and convey to said Edward and Jessica Hannon, that certain cemetery Lot No. 4, one burial plot, situated in the Baby Section, in the Pine Grove Cemetery, and the sole and exclusive right of burial of the dead therein, subject to the following rules and restrictions for the regulation and government of said Cemetery; viz:

- 1st. That the said Lot shall not be used for any other purpose than as a place of burial for the dead, and proper Cemetery uses, such as the Town may approve; and no trees within the Lot or the Cemetery shall be cut down or destroyed without consent of the Town.
- 2nd. That if any trees or shrubs in said Lot shall become in any way detrimental to the adjacent lots or avenues, or dangerous or inconvenient, the Town shall have the right to enter into said Lot and remove said trees or shrubs, or such parts thereof as are dangerous, detrimental or inconvenient.
- 3rd. That if any monument or other structure whatever, or any inscription, be placed in the said Lot which shall be determined by the Town to be offensive, the Town shall have the right to enter upon said Lot and remove said offensive or improper object or objects.
- 4th. If a fence shall at any time be erected or placed in or around said Lot, the materials or design of which shall not be approved by the Town, it must be forthwith removed upon direction of the Town, and if not so removed the Town shall have the right to enter upon said Lot and remove said fence.
 - 5th. The said lot shall be holden subject to all by-laws, rules and regulations made and to be made by the Town.

IN WITNESS WHEREOF, the said Town of Northbridge has caused these presents to be signed and sealed by its Board of Selectmen, this 28th day of March, in the year of our Lord Two Thousand Sixteen.

Phone: 401-062-5953

No fee

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF NORTHBRIDGE

APPLICATION FOR ENTERTAINMENT LICENSE



TO THE LICENSING AUTHORITIES:

The un	ndersigned hereby applies for a License in accordance with the provision MAKING APPLICATION):	ns of the Statutes relating thereto
	JOM FABRICATORS, UC	
STATI	CLEARLY PURPOSE FOR WHICH LICENSE IS REQUESTED: EN	ITERTAINMENT LICENSE*
TO:	Obtain an Entertainment License for: NEW FACIUTY DE LUE MUSIC & Hamplifucation Equipment INDOOR BOTH	edication
GIVE 1	LOCATION BY STREET AND NUMBER:	
AT:	369 Daylas RD-Whitinsulle, M	NA 01588
	in said Town of Northbridge in accordance with the rules and regular Statutes. Print Name: Address: 361 City: Why	RESTRICT (Signature of Applicant) This Rogers Duckes P.D. Horsville
Receiv	red: 5.19.16 1.30 (Time)	Date License Grante

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

Phone: 401-962-5953

THE COMMONWEALTH OF MASSACHUSETTS TOWN OF NORTHBRIDGE

APPLICATION FOR SPECIAL LICENSE



TO THE LICENSING AUTHORITIES:

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto. *Chapter 138, Section 14*

(FULL NAME OF PERSON/ORGANIZATION MAKING APPLICATION): WEM FABRICATORS, LLC STATE CLEARLY PURPOSE FOR WHICH LICENSE IS REQUESTED: ONE-DAY WINES AND MALTS LICENSE Type of Event: NEW FROLLTY DEDICATION

Date and Time of Event: 11:30 Am - 5:00 FM - June 23, 2016 GIVE LOCATION BY STREET AND NUMBER: 369 DOUGLAS RD WHITINSVILLE Malt Stored by At Your Service Bartending LLC on truck before During & After event Alcohol Source in Parking lot in said Town of Northbridge in accordance with the rules and regulations made under authority of said Statutes. *The town highly recommends that you notify your insurance company of this event. (Signature of Applicant) SPECIAL LICENSES ISSUED UNDER SECTION 14 [ONE-DAY LICENSES]: MUST PURCHASE THE EVENT ALCOHOL/BEER/WINE FROM A DISTRIBUTOR OTHERWISE YOU ARE IN VIOLATION OF STATE LAW. Name of Distributor(s): Attas Distributing At Your Service BANTENDING PLLC

Date License Granted

SPECIAL PERMIT/LICENSE

RELEASE OF CLAIMS, INDEMNITY AND HOLD HARMLESS AGREEMENT

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

I, CHIP POGEOS—PRESIDENT WEST TABRICATED, in consideration of a special permit/license granted by the Town of Northbridge for a non-town sponsored private function to be held on 673 2016, 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 the issuance and/or use of a special permit/license granted by the Town of Northbridge for a non-town sponsored private function to be held on 673 2016, 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 as the result of the issuance and/or use of a special permit/license granted by the Town of Northbridge for a non-town sponsored private function to be held on									
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 the issuance and/or use of a special permit/license granted by the Town of Northbridge for a non-town sponsored private function to be held on									
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 Kith day of May 2016.									
Name (Printed): Chip Rogers - Pressident									
Signature Del Klignarde									
Witness									

WGM Fabricators, LLC

New Facility Dedication

June 23, 2016

11:30am - 5:00pm

It is our assumption that throughout the course of the event approximately 150 guests will tour the facility and enjoy the barbeque but that at any one given point in time there will be no more than 75 guests on the premises.

Food:

Barbeque being catered by Dave Spaulding - Bitchin BBQ

One Day Temporary Food Permit has been obtained from Northbridge Board of Health.

Alcohol:

One-Day Beer & Wine License Application submitted to Town of Northbridge.

Beer & Wine will be purchased from Atlas Distributing, Inc – A licensed Wholesaler in Massachusetts.

At Your Service Bartending, LLC will pick-up the alcohol on the morning of the event, transport it to Woonsocket Glass Fabricators and keep it locked in their truck at all times before, during and after the event. They will be providing 2 TIPS Certified Bartenders for dispensing. After conclusion of the event they will remove form the property any unconsumed alcohol.

Certificates of Insurance from both WGM Fabricators and At Your Service Bartending have been given to the Town of Northbridge.

Music:

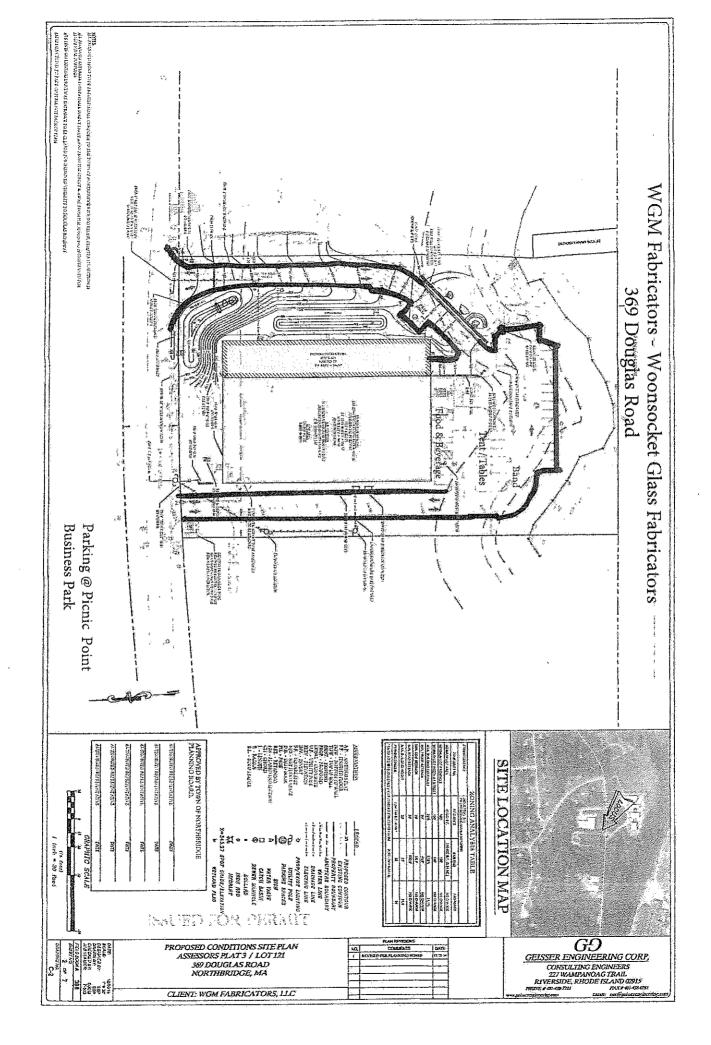
An Application For Entertainment License has been submitted to the Town of Northbridge.

Music will be played during the event by Lizzie James and the Greystone Rail (Bluegrass Band)

Parking:

Parking has been arranged across the street – Picnic Point Business Park. There will be a shuttle service between the parking area and the event.

A Police Detail will be arranged with the Town of Northbridge for traffic and to assure safe crossing of Douglas Road.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/23/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

the terms and conditions of the policy certificate holder in lieu of such endor	-		ndorsement As	tatement on th	nis certificate d	oes not c	onter	rights to the	
PRODUCER	semends	<u> </u>	CONTACT Maris	a Mancini-	Cavallo				
Shoff Darby Companies			PHONE (203) 354-6200 (A/C, No). (203) 354-6480						
488 Main Avenue			(A/C, No, Ext): (A/C, No): (A/C, No): E-MAIL ADDRESS: cavallom@shoffdarby.com						
3rd Floor									
	851		INSURER A HOUSTON Casualty Company						
INSURED			INSURER B:	ou oubuur	cy company				
At Your Service Bartending L	LC.		INSURER C:		····				
86 Rodman ST			INSURER D:						
oo noaman bi			INSURER E:						
Woonsocket RI 02	895		INSURER F:			•••			
		E NUMBER:16/17	HOUNENT:		REVISION NUI	MBER:			
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RICERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	S OF INSU EQUIREME PERTAIN, I POLICIES	RANCE LISTED BELOW HA NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY CONTRA ED BY THE POLIC BEEN REDUCED I	CT OR OTHER CIES DESCRIBE BY PAID CLAIM	DOCUMENT WITED HEREIN IS SI S.	TH RESPE	ст то	WHICH THIS	
INSR LTR TYPE OF INSURANCE	ADDL SUBR		(MM/DD/YYY	POLICY EXP (MM/DD/YYYY)		LIMIT	\$		
X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENT		\$	1,000,000	
A CLAIMS-MADE X OCCUR					PREMISES (Ea occ	urrence)	\$	100,000	
		PL1945260	4/15/201	6 4/15/2017	MED EXP (Any one	person)	\$	5,000	
					PERSONAL & ADV		\$	1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGRE		\$	2,000,000	
X POLICY PRO-					PRODUCTS - COM	IP/OP AGG	\$	2,000,000	
OTHER:	-			_	Liquor Liability COMBINED SINGL	FIMIT	\$	1,000,000	
AUTOMOBILE LIABILITY					(Ea accident)		\$		
ANY AUTO ALL OWNED SCHEDULED					BODILY INJURY (P	. ,			
AUTOS AUTOS NON-OWNED					BODILY INJURY (P PROPERTY DAMA				
HIRED AUTOS AUTOS					(Per accident)		\$ \$		
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AND EMPLOYERS' LIABILITY Y/N							\$		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. DISEASE - EA		· · · · ·		
(Mandatory in NH) If yes, describe under					EL DISEASE - PO				
DÉSCRIPTION OF OPERATIONS below					EL DISEASE - PU	LICY LIMIT	Ф		
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			AUTHORICED REFRE	CENTALIAE					

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M Mancini-Cavallo/MAR

Issued: ID#:

On Premise 1/28/2016 3395259

SSN: Expires: XXX-XX-XXXX 1/15/2019 XXXXXXXXX ·

D.O.B.

CHRISTIAN J PELOQUIN 110 S Main St Milford, MA 01757-3273

For service visit us online at www.gettips.com Wayne Belisla, 47061

On Premise 1/28/2016

SSNExpires: XXX-XXX-XXX 1/15/2019

Issued m#:

3395259

D.O.S.:

KRISTINE M PELOQUIN 110 S Main St Milford, MA 01757-3273

For service visit us online at www.gettips.com Wayne Belisle, 47051

RESPONSIBLE ALCOHOL SERVICE

RHODE ISLAND ALCOHOL SERVER TRAINING PROGRAM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2016

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

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

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PRO	DUC	ËR							CONTA	CT Beth Co	ole				
AFFILIATED INSURANCE MANAGERS, INC.									PHONE (A/C, No, Ext): (401) 352-3000 FAX (A/C, No): (401) 352-0020						
935 Jefferson Blvd., Ste. 2001							E-MAIL beth@aiminsco.com								
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Town of Northbridge is listed as an additional insured as required by written contract or agreement.															
CEF	TIF	ICATE HOLDE	R						CANC	ELLATION					
CERTIFICATE HOLDER Town of Northbridge 7 Main Street Whitinsville, MA 01588							THE ACC	EXPIRATION	I DATE THE TH THE POLIC	ESCRIBED POLICI REOF, NOTICE Y PROVISIONS.					

Blake

Beth Cole/BQG

BOARD OF SELECTMENLicense Routing Slip

Notes: New Facility
Dedication to take place
from 11:30 AM - 5:00 PM.
He will be using At your
Service Bartending to
serve. To be held June 23,
2016, from 11:30 am - 5

Business: WGM Fabricators, LLC

Applicant: Chip Rogers - President

Addres: 369 Douglas Road, Whitinsville

License Type: One-Day Wine and Malt & one-day Entertainment

Department:	Comments:	Initials:
Planning		
Police	No issues	WJW
Fire	The Fire Department has no concerns at this time, Gary A. Neston - Fire Chief 5/20/16	GAN
Building/Zoning	Approved 5-19-2016	JS
Conservation		
Board of Health	All set - applicant is in process of obtaining a one-day food permit for this event.	jmg
Assessors	No Issues. Bob Fitzgerald 05/20/2016	
Treasurer/ Collector	ALL IS CURRENT	ЛН

Please sign off and return the slip to the Town Manager's Office via email to mwetherbee@northbridgemass.org or ssusienka@northbridgemass.org.

Thanks!!

TOWN MANAGER'S REPORT - May 23, 2016

1. <u>Massachusetts Bay Transportation Authority "Heart to Hub" initiative</u>
- The MBTA will begin a new 'Heart to Hub' initiative on the WorcesterFramingham commuter rail line on Monday, May 23, 2016. The 'Heart to

Hub' initiative features two new express trains, one in the morning and one in the evening, that run non-stop between Worcester and Boston and will get you there in just under one hour. The following link provides more details on the service.

http://www.mbta.com/about_the_mbta/news_events/?id=6442456112&mont h=&vear

- 2. <u>Firefighters Annual Spaghetti Supper</u> The Firefighters held their Annual Spaghetti Supper on Saturday, May 21, 2016, from 4:00 P.M. to 8:00 P.M., at the Fire Station Headquarters located at 193 Main Street, Whitinsville, MA, 01588. More information to follow.
- 3. <u>Mosquito Spraying Update</u> Mosquito spraying is done in all Central Massachusetts Mosquito Control Project member towns by request only. The residential spraying program for 2016 will begin around Memorial Day, weather permitting. More information is available on the Town's website under News and Announcements.
- 4. <u>Central Massachusetts Regional Planning Commission Update</u> Attended the Legislative Breakfast on Friday, May 20, 2016, at which Lt. Governor Karyn Polito was present to give an overview on the Municipal Modernization Bill. More information to follow.
- 5. <u>Bylaw Review Committee Announcement</u> The Bylaw Review Committee is seeking one additional member, which can be a Selectboard member, or the Selectboard's designee.

Introducing the HeartToHub

nonstop service between Worcester and Boston arriving May 23, 2016



For the first time ever, the MBTA will offer nonstop service between Worcester and Boston in less than an hour. The HeartToHub will operate twice daily—morning and evening—every weekday starting May 23, 2016.

The added service to the Framingham/Worcester Line will depart Union Station at 8:05 a.m. and travel express to Boston, with stops at Yawkey, Back Bay and South Station. In the evening, it will depart South Station at 7:35 p.m. and stop at Back Bay and Yawkey before proceeding direct to Worcester. See below for schedule.

Framingham/Worcester Line Peak Service as of May 23, 2016

The Worcester/Framingham Line will operate 11 Boston-bound trains during the morning peak commuting window, with seven trains originating in Worcester's Union Station and four in Framingham. In addition to the nonstop HeartToHub, three Worcester trains will run express and three make local stops.

During the evening peak hours, the schedule will include 10 trains departing South Station, with seven terminating at Union Station and three in Framingham. Of the seven Worcester-bound trains, four will run express and three make local stops.

For the full new Framingham/Worcester Line schedule, click here.

HeartToHub Nonstop Schedule- Monday-Friday only

WEEKDAY MORNINGS

Worcester Yawkey Back Bay South Station 8:05 a.m. 8:57 a.m. 9:02 a.m. 9:07 a.m.

WEEKDAY EVENINGS

South Station Back Bay Yawkey Worcester 7:35 p.m. 7:41 p.m. 7:46 p.m. 8:40 p.m.