

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

**RECEIVED
19 OCT -3 PM 3:27**

PLEDGE OF ALLEGIANCE

I. APPROVAL OF MINUTES: A. September 23, 2019 [Executive Session]

II. PUBLIC HEARING

III. APPOINTMENTS:

RESIGNATIONS:

B. 1) Gerald Ouillette, Conservation Commission 2) Joy Anderson, Conservation Commission

IV. CITIZENS' COMMENTS/INPUT

V. DECISIONS

C. Friends of Northbridge Elders, Inc./Request to hang a banner across Church Street from Sunday, October 13, 2018 to Sunday, October 27, 2019 to advertise a Harvest Dinner Dance to be held on Friday, October 25, 2019 (4PM – 9PM) at the Whitinsville Golf Club

D. Blackstone Valley Veterans Association/Request to hang a banner across Church Street from Sunday, October 27, 2019 to Sunday, November 10, 2019 to advertise a Veterans Day Spaghetti Supper to be held at the Knights of Columbus on November 9, 2019

E. MRA Multisport [Alex Rogozenski] / 1) Request to hold the 8th Annual 1st Day 5k Road Race on Wednesday, January 1, 2020 beginning at 11 AM subject to the safety requirements of the Northbridge Police Department; and 2) Request to close Linwood Avenue between 10:45 AM and 12 PM

F. Request to use Memorial Park on Thursday, May 14, 2020 from 6:30PM to 8:30PM for a performance by Davis Bates and Roger Tincknell [Rain date: Thursday, May 21st]. Present: Rebecca Sasseville, Library Director and Kelly Bol, Senior Center Director

G. Fall Annual Town Meeting [October 22, 2019] / Vote position on warrant articles

H. Town Manager Goals Setting

VI. DISCUSSIONS

VII. TOWN MANAGER'S REPORT

VIII. SELECTMEN'S CONCERNS

IX. ITEMS FOR FUTURE AGENDA

X. CORRESPONDENCE

XI. EXECUTIVE SESSION

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

Town Manager
BOS Agenda 10.7.19

Barbara Kinney

From: Gerry Ouillette <gouillette71@gmail.com>
Sent: Tuesday, September 17, 2019 4:39 PM
To: David Pickart
Cc: jevans711@gmail.com; campbell115@charter.net; rich.chiras@gmail.com;
joy@prolineindustrial.com; jarbuckle7807@gmail.com; barbaracasmc@gmail.com;
Subject: Barbara Kinney
Re: Agent Report

B.I.)



Hi Guys,

My life has been getting more and more hectic lately and sadly, I've decided to resign as a board member. I will write an official resignation letter to the Town Manager later this week and copy the Board.

It's been a pleasure,

Gerry Ouillette

On Tue, Sep 17, 2019 at 10:18 AM David Pickart <dpickart@northbridgema.org> wrote:

See attached...

Regards,

Dave

David S. Pickart, Conservation Agent

Town of Northbridge

14 Hill Street, Whitinsville, MA 01588

508-234-0817 (phone) * 508-234-0814 (fax)



B.2)

Dear Mr. Gaudette

September 29, 2019

Please accept this letter as my resignation from the Youth Judge Conservation Commission effective immediately.

I really have enjoyed all the years as a member and regret that I can no longer serve.

Sincerely,
Joe Johnson

Banner Request
The Northbridge Senior Center

Cordially invites you to our

HARVEST DINNER DANCE

@ Whitinsville Golf Club

Friday, October 25th , 4:00-9:00pm

Social Hour: 4:00pm Dinner: 5:00pm

Oct 13th - Oct 27th

SPONSORED by F.I.N.E.

**Entertainment by Tom Beaudreau,
Guitarist and DJ**

BUFFET MENU INCLUDES:

Choice of House or Caesar Salad

Main Course to be Determined

Dessert and Coffee/Tea

**Tickets are \$20/person and may be
purchased at:**

NORTHBRIDGE SENIOR CENTER

Raffle Baskets and a 50/50 Raffle

Will Be Held

Sharon Susienka

D.
BOS Agenda
10.7.19

From: Sharon Susienka
Sent: Friday, September 27, 2019 8:58 AM
To: pmcgowan@partners.org
Cc: Melissa Wetherbee; Adam Gaudette, Town Manager
Subject: Banner Request

Hi Patrick,

Town Manager Gaudette asked me to follow-up on your banner request. That said, we allow a two-week duration for banners, Sunday to Sunday (at the Fire Department's request).

I have **Sunday, Oct. 27th to Sunday, Nov. 10th available**. If this works, please confirm and I will schedule your request to go before the Board of Selectmen on October 7th. Upon their approval, you will receive a formal letter of approval along with the banner requirements.

Thank you.
Sharon L. Susienka
Exec. Asst. to the Town Manager
Town of Northbridge
Phone: 508-234-2095
Fax: 508-234-7640



Hello Adam Gaudette,

Patrick McGowan (pmcgowan@partners.org) has sent you a message via your contact form (<https://www.northbridgemass.org/users/adam-gaudette/contact>) at Northbridge MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.northbridgemass.org/user/2446/edit>.

Message:

Hi Mr. Adam Gaudette,
I am a member/officer for the Blackstone Valley Veterans Association. We are looking to put on a Veterans Day Spaghetti Supper at KofC on Nov 9th. The meal will be two fold; Honor Massachusetts Medal of Freedom recipients for the town of Northbridge and provide Veterans meal free.

The Veterans of BVVA would like to seek the Town's permission to hang a banner to advertise the event. Please let us know if this is possible and the dates that we would be allowed to hang the banner to get out the word. Is there a particular banner size that is recommended to hang across Church St. where other events are advertised? Your input and support is greatly appreciated.

Sincerely,

Secretary/Treasurer

Patrick McGowan

Bos Agenda 10.17.19

MRA Multisport

Road Race

c: Police
DPW

E.

Sharon Susienka

From: Alex Rogozenski <arogozenski@gmail.com>
Sent: Monday, September 30, 2019 10:58 AM
To: Melissa Wetherbee; Sharon Susienka
Subject: Fwd: 1st Day 5k

Hi Melissa and Sharon - hope you're both doing well. Below is Tim Labrie's approval for the upcoming road run on Jan 1. Could you add this to the upcoming selectmen's meeting for their approval? 11am on Jan 1, and as in the past we'll coordinate with Tim on road closures and details.

Thanks,
Rogo
(c) 774-272-1767
Sent from my iPhone

Begin forwarded message:

From: Tim Labrie <tlabrie@northbridgemass.org>
Date: September 23, 2019 at 1:06:26 PM EDT
To: Alex Rogozenski <arogozenski@gmail.com>
Subject: Re: 1st Day 5k

Hey Alex. All set. Just circle back after selectman ok the event. Tim

Sent from my iPhone

On Sep 23, 2019, at 8:29 AM, Alex Rogozenski <arogozenski@gmail.com> wrote:

Hi Tim - as we talked about the other day, wanted to reach out for approval/support for jan 1 race coming up, 11am start. I'll reach out selectmen's office soon too.

Thanks,

Rogo

(c) 774-272-1767

Sent from my iPhone

On Sep 24, 2018, at 9:59 AM, Alex Rogozenski <arogozenski@gmail.com> wrote:

Many thanks Tim!

Thanks,

Rogo

(c) 774-272-1767

Sent from my iPhone

On Sep 24, 2018, at 9:46 AM, Tim Labrie
<tlabrie@northbridgemass.org> wrote:

Hey Alex, You have my blessing! Easy one as always!

Tim

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

From: Alex Rogozenski [<mailto:arogozenski@gmail.com>]

Sent: Thursday, September 20, 2018 12:44 PM

To: Tim Labrie <tlabrie@northbridgemass.org>

Subject: 1st Day 5k

Hi Tim - hope all is well. That time of the year again that we start to look forward to the annual 1st Day 5k on Tuesday jan 1, at 11 am. Wanted to reach out for your support and approval prior to submitting the official request to the Selectmens office. Same as in prior years, no changes.

Thanks,

Rogo

(c) 774-272-1767

Sent from my iPhone

Sharon Susienka

BOS Agenda

F.

10.7.19

From: Rebecca Sasseville <rsasseville@cwmars.org>
Sent: Monday, September 23, 2019 11:46 AM
To: Sharon Susienka
Subject: Reserve Memorial Sqaure

Hi Sharon,

Kelly Bol and I are applying for Cultural Council grant together and we're hoping to hold a musical performance by Davis Bates on Whitinsville Memorial Square aka the Common on Thursday May 14 (rain date May 21). Who do we need to get permission from to have something take place on the common for a couple hours? Do we need to go in front of the Board of Selectman?

Thanks,

Rebecca Sasseville
Library Director
Whitinsville Social Library
The public library for Northbridge, MA
(508) 234-2151
northbridgemass.org/WSL

TOWN OF NORTHBRIDGE

20 Highland Street
Whitinsville, MA 01588



Phone: 508.234.2002
Fax: 508.234.0804

WWW.NORTHBRIDGEMASS.ORG/COUNCIL-ON-AGING

October 1, 2019

To the Members of the Northbridge Cultural Council:

As Director of the Northbridge Council on Aging and member of the leadership team for the Northbridge Coalition, I have had the wonderful opportunity of working with Davis Bates, Parent's Choice Awarding Winning Singer and Storyteller. In collaboration with the local elementary school and sponsorship by our Local Cultural Council, inter-generational programs were hosted in April of 2014 and March of 2018. Both audiences, a lovely mix of children ages kindergarten and first grade, along with the older adults from our community together enjoyed the vibrant and enthusiastic performance of Mr. Bates. In May 2015, the Northbridge Coalition hosted its end-of-year event with an engaging and fun performance with Davis Bates. The Northbridge Coalition is an organization that supports community needs by offering events throughout the year. These programs address areas of concern while also celebrating the strengths and positive qualities within our community. This particular performance by Mr. Bates in May, promoted that real sense of community by bringing folks of all ages together for an hour of good, old-fashioned fun and entertainment. Funding for this program was made possible by the Salmon Family and Health Services and the Northbridge Council on Aging.

With that said, on behalf of the Northbridge Council on Aging, it is our hope to receive support in the form of a grant from our Local Cultural Council to offer another entertaining inter-generational performance with Davis Bates and his performing partner, multi-instrumentalist and singer Roger Tincknell, a program called, "This Land is Your Land: A Song & Story Celebration". The target date is May 14, 2020, with an outdoor evening performance in Memorial Park, co-sponsored by the Whitinsville Social Library. There will be a rain date of May 21st.

We, at the Northbridge Council on Aging, are deeply appreciative of the contributions made by the Cultural Council to the life of our community. Please don't hesitate to be in touch with me if you have any questions about my support of this grant application and thank you for your consideration.

Sincerely,

Kelly S. Bol

Kelly S. Bol, Director

**BOARD OF SELECTMEN'S MEETING
OCTOBER 7, 2019**



FALL ANNUAL TOWN MEETING WARRANT - 10/22/19 - 7:00 PM

Presenter	Selectmen	Finance Committee	Town Meeting
Article 1. Selectmen FY '20 Budget Adjustments	Support	_____	_____
	Non-support	_____	_____
	No Position	_____	_____
	Pass Over	_____	_____
Article 2. Selectmen Bills of a prior year	Support	_____	_____
	Non-support	_____	_____
	No Position	_____	_____
	Pass Over	_____	_____
Article 3. Comm. Pres. Comm. Funding for Community Pres. Projects and other Expenses for FY'20	Support	_____	_____
	Non-support	_____	_____
	No Position	_____	_____
	Pass Over	_____	_____
Article 4. Comm. Pres. Comm. Appropriate \$8,115 from the CPC Fund Revenues to the Comm. Pres. Committee for expenses associated with implementing the Comm. Pres. Act.	Support	_____	_____
	Non-support	_____	_____
	No Position	_____	_____
	Pass Over	_____	_____
Article 5. Board of Selectmen Grant of easement to Verizon for Balmer School	Support	_____	_____
	Non-support	_____	_____
	No Position	_____	_____
	Pass Over	_____	_____
Article 6. Board of Selectmen Correction to Chapter 8 of the Town Bylaws (Regulation of Animals)	Support	_____	_____
	Non-support	_____	_____
	No Position	_____	_____
	Pass Over	_____	_____
Article 7. Local Hist. District Study Comm. Adopt a new bylaw entitled: Whitinsville -Downtown Crossroads Historic District bylaw and insert in the Codebook	Support	_____	_____
	Non-support	_____	_____
	No Position	_____	_____
	Pass Over	_____	_____
Article 8. Petition Northbridge McQuade LLC / Tax Agreement for up to 25 years	Support	_____	_____
	Non-support	_____	_____
	No Position	_____	_____
	Pass Over	_____	_____

FATM 10.22.19 - ARTICLE 1

GENERAL GOVERNMENT

CONSERVATION COMMISSION:

Line 9A: Conservation Commission Personnel

By transferring from Wetland Fees

the additional sum of

\$ 6,500
Total Conservation Commission: \$ 6,500

TOTAL GENERAL GOVERNMENT: \$ 6,500

CULTURE & RECREATION

HISTORICAL COMMISSION:

Line 29A: Historical Commission Expenses

By raising and appropriating

the additional sum of

\$ 2,300
Total Historical Commission: \$ 2,300

TOTAL CULTURE & RECREATION: \$ 2,300

DEBT SERVICE:

Line 32: Debt Principal

By raising and appropriating

the additional sum of

\$1,000,000
Total Debt Principal: \$1,000,000

Line 33: Debt Interest

By raising and appropriating

the additional sum of

\$ 730,750
Total Debt Interest: \$ 730,750

TOTAL DEBT SERVICE: \$1,730,750

TOTAL ARTICLE 1:	\$1,739,550
-------------------------	--------------------

Back-up documentation
For Art. 1 (Budget Adj.)
Conservation Comm.

Adam Gaudette

From: Barbara McNamee <barbaracasmc@gmail.com>
Sent: Sunday, September 15, 2019 7:45 PM
To: Adam Gaudette
Cc: Barbara Kinney; David Pickart
Subject: Wetland Revolver funds transfer

Hello Adam,

Here is the rationale for the ConCom request to use funds from the Wetland Revolver account to pay for four additional hours a week for David Pickart. First, David is the kind of professional who frequently puts in more hours than he is paid for. Over the last several months he almost always has put in at least four additional hours each week. During the past year several large ongoing projects have required much of David's time: Balmer School, Puddon and Church St solar projects, and ongoing residential developments (Presidential, Carpenter, Hemlock, Camelot, Leonardo). New projects that will be time consuming are Moon Hill Estates, Stone Hill Condominiums, Sutton Solar and Osterman Commercial Park. These are in addition to the usual smaller projects from individual home owners and builders.

The Wetland Revolver account is for the enforcement of the Wetland Protection Act and the Commission depends heavily on the work of our agent for that enforcement.

We are well aware that adding more than four hours raises the issue of health insurance benefits and we have no intention of going that route. We are cognizant of fiscal constraints and David does not need insurance.

If you have any questions let me know.

Barbara McNamee

Sent from my iPad

Melissa Wetherbee

From: Adam Gaudette
Sent: Monday, October 07, 2019 11:20 AM
To: Melissa Wetherbee
Cc: Sharon Susienka
Subject: FW: Opposition to Warrant Article 7
Attachments: BOSOct6,2019.pdf; Northbridge MA_general agreement_final_040418.docx

Importance: High

Melissa, please add the below and the attached to BoS iPads for tonight.

Thanks

From: shelbuma@aol.com
Date: October 6, 2019 at 8:40:30 PM EDT
To: jamesjohna@yahoo.com, tjmelia@charter.net,
cannonhome0927@gmail.com, charlie.ampagoom@gmail.com, dan@dannolan.net
Subject: **Opposition to Warrant Article 7**

Dear Selectmen,

Please see attached letter relative to the proposed Local Historic Aesthetic Zone, restrictions, and new Aesthetic Board (Article 7).

Everything about the Bylaw is totally subjective, and totally opinion based. No rule book, but fees, fines, and loss of property rights. This is America, correct?

There is never any justification for taking away property rights. None.

Contrary to assertions that the issue has not been opposed, please note that the vast majority of survey respondents (83%) were strongly opposed to the creation of the regulatory Zone, restrictions, and politically appointed Board.

Why would the Selectmen support more regulations imposed upon property owners? There's no opt out clause.

It's just another layer of government intrusion, and it's like the creeping crud: It will grow.

The Bylaw allows for expansion. Mass Historical Commission is already encouraging the Town to add more restrictions and more properties (note MHC Sept 16, 2019 letter to the Study Committee). Certainly this letter is the hammer that will be used later to add more properties.

It's the perfect recipe for disputes: subjective, opinion based, Fashion Police. Those aggrieved must appeal to the Worcester Superior Court.

The Study Committee has discussed adding more properties and more restrictions at many meetings (including a televised public forum).

Consider if this meant your property.

I ask you to not support Article 7.

Kindest Regards,

Shelley

Shelley J. Buma
508-873-8307

Shelley J. Buma
40 Heritage Drive Whitinsville, MA 01588

October 6, 2019

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

RE: Opposition to Warrant Article 7 - regulatory Aesthetic Zone and associated Aesthetic Board

Dear Chairman Athanas and members of the Board,

The Citizens to Preserve Northbridge Property Rights asks you to not support Town Meeting Article 7.

By way of background, I am a lifelong resident of the Town, a member of the Northbridge Historical Society, serve on the Board of Directors of the Whitinsville Social Library, and in 2012 was appointed by the Selectmen to the Study Committee to assess the desirability of an additional layer of government, namely an Aesthetic Zone with accompanying restrictions and Aesthetic Zoning Board. I spent much time reviewing MGC 40C, sample bylaw, and what it would mean to the Town of Northbridge. The Study Committee disbanded in 2013 with no finding of desirability.

Around 2016, a new Study Committee was formed. They have prepared the Article 7 Bylaw which establishes a new Aesthetic Zone, Aesthetic Zoning Board, aesthetic restrictions, and fees and fines upon property owners.

I now represent a local group, Citizens to Preserve Northbridge Property Rights, who are opposed to this Bylaw.

The Pertinent Issue - Loss of Property Rights:

It's important to recognize the underlying negative consequence of Aesthetic Zoning regulations: It is certain and sure loss of private property rights. The regulatory controls are subjective with no rule book, and the owner is unwillingly saddled with a property restriction. Admiring another's property should never result in the right to control its fate along with fees and fines.

Who should decide aesthetic choices such as the color of the roof's shingles or the detailing on porch spindles? Local government or the property owner? This is the issue at stake here. Our answer is: the property owner should have the freedom to decide. As such, we ask you to not support Article 7.

The right of property owners to improve their surroundings by their own criteria, within the bounds of existing building codes and zoning regulations, is the only pertinent issue. The purpose of land use planning and zoning is to promote public safety and welfare, not to regulate the legitimate use of private property and the aesthetics of those properties. The desire to hijack property without compensation to the owner cannot be justified under any rationale.

The Aesthetic Board would regulate the aesthetics of (including but not limited to):

Decorative stone walls	Retaining walls	Driveways	Porches	Porch spindles (detailing, texture, material)
Columns	Arches	Doors	Dormers	Trim texture and material
Vinyl siding	Vinyl siding color and texture	Roof lines	Roof height	Roof texture, roof color
Room additions	Attached garages	Brick facades	Brick color	Brick texture
Demolition	New construction	Texture of any alteration		Material of any alteration

Opposed by 83% of owners:

Prior to the Bylaw being drafted, the Study Committee presented a survey to property owners and found that 83% of survey respondents including Harold Gould (Northbridge Historical Society trustee, Whitinsville Social Library incorporator, former Town Moderator) were strongly opposed to the Aesthetic Zone. However, the Study Committee chose to ignore those respondents.

Add More Properties and More Restrictions Later (See proposed Bylaw Sections 18.1 and 18.2):

It's important to note that members of the Study Committee have stated publicly and often, and in a videotaped public forum that the proposed properties are "just a first step", "we need to start out small", get entrenched, then "add more properties later" including private homes.

This is what the Finance Committee booklet calls a "foot in the door" proposal, or a camel under the tent attempt to hook in voters with what they characterize as an innocuous plan, and then reel in other properties later with a grander scheme. The Finance Committee and Selectmen over the years, have warned against "foot in the door" proposals.

Properties **don't have to be contiguous or adjacent** (ref. MGL 40C and the Mass Historical Commission). In other words, hopscotching is allowed, such that in the future properties could be cherry picked around the Town and put into the Zone.

On the face of the matter, the selection of properties is totally subjective. For example, the following properties are not in the proposed zone: Carr Funeral Home, Superintendent's Building on Linwood Avenue, St. Patrick's Church, Whitinsville Fire Station, Denis Latour home, East St. residences, Shop homes on Fletcher St., Whitin Lasell Manor on Hill Street, Mason Home on Chestnut St., to name a few. These will certainly be targeted later.

Maybe your property isn't targeted today, but once the camel is under the tent and the new Aesthetic Zoning Board is established, new properties will be added as the years go by.

There's no guarantee who will be on the Aesthetic Board in year one, five, or ten, and how aggressive the Board will be in adding properties and burdensome regulations.

State Encourages More Properties and More Restrictions to Be Added (See Sept. 16, 2019 letter to Study Committee)

On September 16, 2019, the Massachusetts Historical Commission (MCH) wrote a letter to the Northbridge Study Committee. The MCH acknowledged the proposed Bylaw and encouraged two things:

- 1) That more properties be added to the aesthetic zone.
- 2) That more restrictions be added to properties within the aesthetic zone.

If the Bylaw is approved, certainly this letter will be used as leverage and a club to add more properties and more restrictions.

No "Opt Out" Clause

Selectmen asked the Study Committee to include a "opt out" clause within the Bylaw. As you can see, there is no "opt out" clause.

Costly to the Owner – fees and fines: (proposed Bylaw Section 7 and Section 17.4)

Property owners seeking approval must pay public hearing fees and submit plans, specifications, materials, and photographs to the Aesthetic Board and appear at a public hearing. Owners may need to be represented by an architect at the public hearing.

Also, a proposed alteration may be denied in favor of a more expensive alteration due to material selection or detailing etc. Why should the government dictate?

A **\$300 fine, per day per violation**, may be assessed by the Town's Building Inspector for violations of Bylaw.

Costly to the Town – clerical and technical expenses: (proposed Bylaw Section 8)

Town can “employ **clerical and technical assistance** and incur other expenses to carry out its work” with respect to the Aesthetic Zone.

Where will the Town get this \$\$ to pay for more staff? Increased taxes? Cuts?

No Guidelines or Rulebook:

Because there are no detailed guidelines/rules on historic preservation or even an agreed upon definition of “historic”, the private property owner in the Aesthetic District Zone is at the mercy of the “gatekeeper” (ie. members of the new Aesthetic Board) in terms of what can and cannot be done to his/her own property. The property owner must obtain a Certificate of Appropriateness from the “gatekeeper” in order to obtain a building permit to make alterations or improvements to his property.

With no written guidelines/rules, this is truly a case of “living” legislation in the extreme. Private property owners must follow unwritten rules — rules that could change at any moment.

Whether or not an Aesthetic Board Member is having a bad day or has had previous personal or political disagreements with the property owner for example, could affect what the private property owner can or cannot do to his/her property.

Communitistic:

The very term “Certificate of Appropriateness” smacks of communism.

Appropriate to whom? To the government? Who is the government to dictate private property appearances? Please remember that apart from the Town owned buildings, the buildings and churches within the proposed Aesthetic Zone having non-profit tax status are indeed “private” properties.

Purely Subjective – Opinion Based:

The Aesthetic Zoning Board (not yet in existence in Northbridge, but would be established by political appointment of the Board of Selectmen if the Aesthetic Zoning Bylaw is approved), is a totally subjective Board which imposes its own views and opinions upon private property owners. There is no rule book for the Board to follow.

Regulations and Restrictions on Property:

The Aesthetic Zoning Board would have the regulatory enforcement authority over any new construction, demolition, addition, improvements, modifications, or changes, to the exterior of property. This new Board would impose regulations and restrictions.

No Certificate of Appropriateness Means No Building Permit:

Once the Bylaw is enacted, exterior aesthetic changes will require a “Certificate of Appropriateness” from the Aesthetic Zoning Board before any building permit will be issued to the owner. The Board will decide such things as “texture” and “detailing” of the proposed aesthetic changes.

In essence, the government will have final control over the property. No “Certificate” means no building permit. Don’t be fooled by the sweet-sounding words about “historic preservation” because in the end it’s a power grab to gain control of property.

Does not mandate maintenance for properties in disrepair – but regulates what the improvements must be:

Aesthetic Zoning regulations do nothing to encourage or mandate the maintenance of properties which have fallen into disrepair. The regulations do not provide incentives to develop or keep up property. They merely dictate what the improvements can and must be.

If owners wish to improve their property then they must submit an application, pay for the public hearing notice to be posted in the newspaper, get on an agenda, wait to be heard, and seek a Certificate of Appropriateness

(which may never be granted) from a politically appointed local Aesthetic Zoning Board. The Worcester Superior Court would have further jurisdiction to enforce the Bylaw and may order the removal of any building, structure or feature constructed in violation.

Heavy Hand of Government:

Actions by an Aesthetic Zoning Board against a private property owner are nothing less than an aggressive heavy hand of government.

Encourages Disputes:

Abrupt disruption of private process encourages disputes (eg. disputes over the definition of “texture”, “detailing”, and “view from the public way”, can the “trim” be seen from street or does the maples tree with leaves on it in October block the trim?) We don’t need unnecessary disputes over aesthetics.

Uxbridge is a case in point of ongoing disputes. The very nature of the Bylaw lends itself to pure opinion and subjectivity, which in turn leads to arguments and disputes.

Fashion Police:

The Aesthetic Board would indeed function as the “fashion police” over properties, using its mere opinion to conclude what is fashionable or not. It’s ironic that the Town would be so bold as to have Fashion Police when clearly the Town needs aesthetic enhancement.

Perhaps our Town would be better served if the Town scrutinized its own properties, rather than the properties of others.

Town already has a Historic District, Heritage District, and National Park status:

The historic story of Whitinsville has been told for decades. Whitinsville ALREADY has a Historic District, a Heritage Zone, and National Park Status. It doesn’t need a restrictive Aesthetics Zone in order to educate, run tours, or tell the story of Whitinsville.

A. Whitinsville Historic District recognized by National Park Service (1983)

In 1983 the Whitinsville Historic District was created and is recognized by the National Park Service. The 12 proposed properties are in this District. It has been referenced in walking tours and trolley rides for decades.

There are no governmental regulations or restrictions imposed upon the exterior aesthetics of the properties within this District.

Historic District includes: 334 buildings in the areas of Church St., East St., Fletcher St., Hill St., Woodland St., Lake St., and Water St., Castle Hill Rd., and Linwood Ave.

B. Heritage District Zone established by Town Meeting vote in 1980

In 1980, Town Meeting voters approved a Heritage District within the village of Whitinsville. The 12 proposed properties are in this District. There are no governmental regulations or restrictions imposed upon the exterior aesthetics of the properties within this Zone.

C. National Park Status achieved in 2014

In December 2014, the US House of Representatives approved legislation designating Whitinsville as part of the National Park Service. This status is not associated with governmental regulations or restrictions imposed upon the exterior aesthetics of the properties.

Summary:

The proposal is a classic “foot in the door/camel under the tent” proposal. Further, the proposal is costly to property owners, to the Town, encourages disputes, and is not needed.

Northbridge has many admired historic structures and leadership should do all it can to educate owners about any historic significance of the property they own. At issue, however, is whether or not it is desirable to establish a regulatory, restrictive Aesthetic Zone which would essentially put a lien on private property without payment from the Town and accompanied with opinion-based accountability.

Townpeople have been committed to historical preservation for hundreds of years for which we should be proud.

We don't need a bylaw, governmental regulations and fees to make us committed or to conduct Town tours.

We live in a vibrant Town where change and growth have been witnessed and often welcomed. Those who seek more predictable environments could visit Williamsburg or Disneyland.

There are other methods available to those who seek to control historic properties according to their own tastes. They might buy the private property themselves or raise funds to control it through a trust. It's equally important to trust in the independence, integrity and common sense of the property owner.

We should advocate voluntary initiative and informed citizen action at the local level as an effective way to enhance our community, instill pride in our heritage and maintain our cultural legacy and freedoms.

Let the good work of educating about our past continue without the additional interference and hammer of governmental control. Perhaps advocates can get involved by preparing fact sheets and helpful information about historic structures and characteristics to be disseminated by Town Hall officials in the existing Planning, Zoning, and Building departments.

It's in the best interest of Northbridge to stand opposed to subjective Aesthetic Zoning regulations and its associated Aesthetic Zoning Board, certificate of appropriateness, fees, fines, additional Town clerical and technical expenses. An additional layer of governmental bureaucracy is not needed in our Town.

Please ask yourself: If your property had the potential to have restrictions placed on it, would you support this? Sometimes proposals seem AOK, until the proposal means your property.

We ask you to do unto others as you would have them do to you.

We ask you to not support Article 7.

Respectfully,

A handwritten signature in blue ink, appearing to read "Shelley J. Buma". The signature is fluid and cursive, with a large initial "S".

Shelley J. Buma

On behalf of Citizens to Preserve Northbridge Property Rights

**GENERAL AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE,
BLACKSTONE RIVER VALLEY NATIONAL HISTORICAL PARK
AND
TOWN of NORTHBRIDGE, MA**

ARTICLE I – Background And Objectives:

This General Agreement (“GA” or “Agreement”) is entered into by and between the U.S. Department of the Interior, National Park Service (“NPS”) and the Town of Northbridge, Massachusetts (“Town”) (collectively “the parties”) for the purpose of formalizing the Parties’ intention to establish and preserve the Blackstone River Valley National Historical Park (“Park”).

Public Law 113-291 authorized and established Blackstone River Valley National Historical Park on December 19, 2014 to “preserve, protect, and interpret the nationally-significant resources that exemplify the industrial heritage of the Blackstone River Valley for the benefit and inspiration of future generations.” The Park’s enabling legislation includes four mill villages—Slatersville (North Smithfield, RI), Ashton (Cumberland, RI), Whitinsville (Northbridge, MA), and Hopedale (Hopedale, MA); Blackstone River State Park (Lincoln, RI); Slater Mill (Pawtucket, RI); the Blackstone River and its Tributaries; and the Blackstone Canal.

This General Agreement creates a written agreement between the NPS and the Town of Northbridge. Article II of this Agreement prescribes the manner in which the Town and the National Park Service will ensure that uses of non-NPS public and private lands within the Park and the **Local Historic District (the Whitinsville Historic District)** proposed to be established by the Town are consistent and compatible with the Park’s purpose and other items. Beyond the fulfillment of the terms of the cited section above, this agreement is not intended to preclude any potential future agreements with the Town or other parties.

The parties understand and acknowledge that establishment of the Local Historic District requires the vote of the Northbridge Town Meeting and preliminary study and planning in advance of a Town Meeting vote, that the Town is presently engaged in the study and planning process, and that it is likely that presentation of the historic district proposal to Town Meeting will not take place until some time in 2018. The Town will continue to keep the NPS informed regarding the status of the process and will engage with the NPS in connection with development of the historic district proposal which is presented to Town Meeting.

ARTICLE II – Responsibilities and Understandings of the Parties:

The parties agree as follows to perform the functions specified below in accordance with the provisions of this GA. Each party shall be responsible for its own expenses incurred under this Agreement, and nothing contained herein shall be interpreted as obligating any payment by the NPS for goods or services provided by **the Town**.

A. PLANNING:

1. Purpose: A Blackstone River Valley National Historical Park Foundation Document (“Foundation Document”) will be prepared to ensure that Park managers and stakeholders share a clearly- defined understanding of the conditions and strategies for resource protection, opportunities for visitor experiences, fundamental resources and values within the Park, the interpretive themes, and the needs for future research that will best achieve the Park’s purpose and significance.

2. NPS AGREES:

- a. To complete the Foundation Document in accordance with Public Law 91-383 (commonly known as the “National Park Service General Authorities Act”), 54 U.S.C. § 100502, and other applicable laws, NPS Management Policies, and relevant NPS Director’s Orders;
- b. The Foundation Document shall identify additional planning needs and estimate costs to be shared by the Federal Government, the State, and the Town, and other public and private entities or individuals for necessary capital improvements to, maintenance and operations of, and other potential means of collaboration within the Park; and
- c. The Foundation Document shall be guided by the NPS’s goal of addressing the historical, cultural, natural, and recreational resources associated with the Blackstone River Valley National Historical Park.

3. TOWN AGREES: In order to facilitate development of the Foundation Document, the Town shall have the following independent duties:

- a. Make non-privileged records available to the NPS;
- c. Provide personnel to supply the NPS with any needed explanations of the said records, provided this will not unreasonably interfere with required duties;
- d. Provide official and consolidated Town comments on draft documents in a timely fashion as specified by periods prescribed by the NPS or federal laws or regulations;
- e. Serve as a cooperating agency in the Foundation Document; and
- f. Appoint a liaison to the NPS to support development of the Foundation Document.

B. VISITOR SERVICES:

1. Purpose: To ensure that the NPS and the Town clearly understand the interpretation and education responsibilities that will best achieve the Park's purpose and significance and provide for increased visitation and economic development in the **Local Historic District** and surrounding area.

2. NPS WILL:

- a. Design and develop web and media content for the Park consistent with all applicable laws, regulations, and policies;
- b. Make a good faith effort to coordinate with visitor information services in the Town of Northbridge;
- c. Provide interpretation and education within the Park boundary subject to all applicable laws, regulations, NPS policies and availability of funding;
- d. Include visitor information related to **Local Historic District** and the surrounding area in NPS publications, both digital and hard copy; and
- e. Offer staff presence, as available, at Town events to assist in providing information about the National Historical Park and the Town's role within the history of the area.

3. TOWN WILL:

- a. Make a good faith effort to coordinate with the NPS's visitor information services;
- b. Provide access to Town personnel and historical resources to assist in the development of interpretive publications and programs as well as web and social media content;
- c. Work to create, to the extent possible within the applicable physical and infrastructure constraints, and provide and maintain parking areas for Park visitors, employees and volunteers on Town-owned parking facilities or public rights-of-way;
- d. Provide, to the extent possible within the applicable physical and infrastructure constraints, for passive and active recreational opportunities within the boundary of the Park on Town-owned property; and
- e. Provide the NPS with information on Town-sponsored events and celebrations in which a Park staff presence is desired.

C. LAW ENFORCEMENT and EMERGENCY SERVICES:

1. **Purpose:** Given that the Park does not have law enforcement, appropriate use of local police would be advantageous to the Park’s management. The public and privately-owned remaining lands within the boundary of the Park are currently under enforcement of, and served by, local police, fire, and emergency services. It is envisioned that the NPS will be served as a typical user of law enforcement and emergency services.

2. **NPS WILL:**

- a. Consult with the Northbridge Police Department to explore mutually-advantageous working relationships and establish “Mutual Aid Agreements” for law enforcement services; and
- b. Consult with the Northbridge Fire and Emergency Services to explore mutually-advantageous working relationships and establish “Mutual Aid Agreements” for fire and emergency services.

3. **TOWN WILL:**

- a. Retain jurisdiction for its Police Department, Fire Department, and emergency services to respond to emergencies, conduct law enforcement investigations and enforce the law as permitted by Federal and State law; and
- b. Work with NPS and other applicable Federal law enforcement agencies to establish appropriate protocols as necessary with the Northbridge Police Department and Northbridge Fire and Emergency services in the Park.

D. LAND USE AND CULTURAL RESOURCE PROTECTION WITHIN BLACKSTONE RIVER VALLEY NATIONAL HISTORICAL PARK:

1. **Purpose:** To ensure that present and future uses of lands and protection of historical, cultural, natural, and recreational resources within Blackstone River Valley National Historical Park are compatible as a unit of the National Park Service. The Town promotes historic preservation and regulates development for private landowners within Blackstone River Valley National Historical Park through the Northbridge Historical Commission and other land use regulations. Actions by the Town on both public and private lands are critical to accomplishing historic preservation goals within the Park. In furtherance of this requirement, the Parties wish to collaborate and cooperate in the preservation of Blackstone River Valley National Historical Park through the following process:

2. NPS WILL:

- a. Include, once established, the **Local Historic District** in the proposed boundary for the Park;
- b. Work closely with the landowners within the Park to identify and encourage appropriate uses and treatments for the properties. The Park will consider requests for technical assistance and public interpretation of related historic and cultural resources within the boundary of the Park;
- c. Participate in an advisory capacity with local land use review and offer written opinions on matters involving issues within the Park when appropriate. NPS advisory review and comment will be offered in a timely and efficient manner. NPS periods for consultation shall not interfere with the due process or compliance requirements of the statutes of the Commonwealth of Massachusetts or the Town of Northbridge Zoning Regulations, especially those concerning formal time limits for and action by executive staff and statutory boards;
- d. Attend any meetings of the Northbridge Historical Commission that include discussion of properties contained within the Park boundary;
- e. Assist the Town in its land use planning. NPS will advise the Town and its land use statutory boards regarding the implementation of proposed land uses and projects on non-Federally owned land within the Park;
- f. Work with the Town to foster appropriate and compatible uses and building treatments within the Park that will serve the objectives of preservation, education, and visitor accommodations; and
- g. Provide technical assistance, as available, in support of the exterior restoration of the historic structures located in the **Local Historic District** and owned by the Town.

3. THE TOWN WILL:

- a. Use best efforts to authorize that the **Local Historic District**, once established, be included in the proposed boundary for the National Historical Park
- b. Administer and manage public lands that remain under the ownership of the Town within the boundary of Blackstone River Valley National Historical Park and the **Local Historic District** consistent with the purposes and intent of the legislation and agreements creating and establishing the Park.
- c. Seek NPS advice on major work (see definition below) on nationally- significant properties located within the **Local Historic District**. All such major work on these properties must be brought to the attention of the NPS at the earliest stage of consideration, and the NPS must be given the opportunity to comment on the proposed major work within thirty days of receiving notice of such major work via confirmed e-mail. NPS comments shall not be required in the event of an imminent hazard in need of immediate action or remediation. (As used within this Agreement, "Major Work" means: Any external modification of the type that under the International Building Code (IBC) would require a federal, state, or local development approval or permits, or any construction of new "structures" as defined by the IBC. On publicly-owned lands, any work that may not require local development approvals

- or permits shall be considered as major work if such work on private lands would require a local development approval or permit as defined in this agreement)
- d. Ensure, through its agents, that the NPS is informed when proposed actions appear before the Northbridge Historical Commission that request a permit for demolition, exterior building modification or any other action requiring the Commission's approval within the boundary of Blackstone River Valley National Historical Park or the **Local Historic District**.
 - e. Review its Zoning Regulations and Historic District Design Guidelines, when created, in order to protect the historic and cultural resources of the Blackstone River Valley National Historical Park and the **Local Historic District**;
 - f. Invite NPS to any meeting of the Northbridge Historical Commission when a subject impacting the Blackstone River Valley National Historical Park or structures within the Park's boundary is on the agenda. The Town will make a good faith effort to consider any NPS comments;
 - g. Invite NPS to any meeting of the Planning Board and the Historical Commission when an application within the Blackstone River Valley National Historical Park boundary is on the agenda. The Town will make a good faith effort to consider any NPS comments;
 - h. Enforce, through the Northbridge Office of Community Planning and Development, land use requirements as defined by the Zoning Regulations of the Town of Northbridge;
 - i. In the event any Town real estate asset currently within or adjacent to the historic areas (parcels within 200 feet of the Park boundary) whose development might impact the Park is to be conveyed, the Town must submit a management and/or development plan for review and approval in writing by the NPS. Said plan shall be approved or denied within 60 days of the receipt of such management plan via certified mail or other acknowledged form of transmission. The property shall only be conveyed after said plan is approved by NPS. The approved management plan shall be included as a recorded restriction within the deed, as an attachment thereto, or it shall be recorded with the Office of the Town Clerk separately and incorporated by reference;
 - j. Notify the NPS of any proposed land use development, or proposed alteration to any historic resource, land, building, or structure that may affect the Blackstone River Valley National Historical Park. The Town shall deliver, mail, or email such notice within 14 days of its receipt of an application for development, subdivision, building permit, variance application, or any other non-privileged document expressing intent to undertake such a project for any lands located within the Park boundary;
 - k. Work with the NPS to foster appropriate and compatible uses and building treatments within the Park boundary that will serve the objectives of preservation, education, and visitor accommodations; and
 - l. Collaborate with the NPS and other cooperating stakeholders within the Blackstone River Valley National Historical Park to develop a proactive strategy to ensure that historic

properties within the Park boundary are preserved and/or restored subject to funding capabilities.

E. COLLABORATING ON PROJECTS OF MUTUAL BENEFIT:

1. **Purpose:** Management of Blackstone River Valley National Historical Park is a collaborative effort between the federal government and local partners including the Town of Northbridge.

2. **Both Parties agree to:**

- a. Work collaboratively for the preservation and re-development of Blackstone River Valley National Historical Park and the surrounding area;
- b. Develop a pattern of regular communication and collaboration between the NPS and the Town of Northbridge;
- c. Work together to develop projects of mutual benefit that will lead to the preservation of historic, cultural, natural, and recreational resources associated with Blackstone River Valley National Historical Park; and
- d. Creatively research funding opportunities for projects. The Parties agree that they will look internally for funding options when appropriate. They will also look for options to attain outside funding or develop projects with multiple funding partners.

ARTICLE III – Term of Agreement:

Unless earlier terminated by operation of the terms of this General Agreement, or by agreement of the Parties in writing, this General Agreement will run for five (5) years from the date of the final signature unless otherwise terminated earlier according to ARTICLE IV – Termination. The agreement can be renewed or revised for another five-year period.

ARTICLE IV – Termination:

Either party may terminate this Agreement for any reason by giving 60 days written notice. Neither party shall be liable to the other for any costs or claims in the event of termination. Termination will be effective at the end of the 60 day period.

ARTICLE V - Key Officials (both parties should be notified if a Key Official changes):

For the NPS:

Meghan Kish
Superintendent
National Park Service
Blackstone River Valley National Historical Park
670 Linwood Avenue
Northbridge, MA 01588
(508) 991-0369
(508) 994-8922 (fax)
meghan_kish@nps.gov

For the Town of Northbridge:

Adam Gaudette
Town Manager
Town of Northbridge
7 Main Street
Whitinsville, MA 01588
(508) 234-2095
(508) 234-7640 (fax)
tkozak@northbridgemass.org

ARTICLE VI – Prior Approval:

The Partner (Town) shall obtain prior written approval from NPS before:

1. Constructing any structure or making any improvements within the Park;

ARTICLE VII – Liability and Insurance:

The Town shall indemnify, defend and hold harmless the United States of America and its agents and employees from and against any and all liabilities, obligations, losses, damages, judgments, claims, actions, suits, penalties, fines, costs and expenses (including reasonable attorneys' fees and experts' fees) of any kind and nature whatsoever arising out of the acts or omissions of **the Town**, its employees, agents or contractors (including any contractor's subcontractors), including injury to persons (including injury resulting in death) and damage to property. **The Town** shall promptly pay the United States of America the full value of all damages to the lands or other property of the United States of America caused by **the Town**, its employees, agents, representatives, or contractors (including any contractor's subcontractors) or, as agreed to by the parties, shall undertake the remedial

work to repair or replace the damaged lands or property. **The Town** will cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of **the Town**, its employees, agents, representatives or contractors (including any contractor's subcontractors).

ARTICLE IX – PROPERTY UTILIZATION

Intellectual Property: As used herein, “Intellectual Property” means with respect to a party, all trademarks, service marks and corporate and brand identification and indicia, including without limitation word marks, logos and other picture marks, video and audio recordings, phrases, composite marks, institutional images, look and feel, images of such party's employees, taglines, and web content, in each case, to the extent owned by such party, whether or not such property is trademarked or registered.

1. Neither party to this Agreement shall use any Intellectual Property (as herein described) of the other party for any purpose (including, without limitation, for collateral marketing, outreach, advertising, or as trade names or internet domain names) without the prior written consent of such other party, which consent may be withheld in such other party's sole discretion. All uses by one party of the other party's Intellectual Property shall be in accordance with any requirements and/or quality control standards (including, without limitation copyright and trademark notices) on which the consenting party may condition such consent or may promulgate from time to time by notice to the other party. A party retains all rights with respect to its Intellectual Property that are not specifically granted to the other party. Each party may, in its sole discretion, withdraw its consent to any use of its Intellectual Property by the other party on five (5) business days notice to such other party. Each party retains the right to concurrently use, and license others to use, its Intellectual Property anywhere in connection with any purpose.
2. Each party agrees that it shall not acquire and shall not claim rights in or title to any Intellectual Property of the other party.

ARTICLE X – General Provisions:

- A. **Non-Discrimination:** All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. **NPS Appropriations:** Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend

funds on any particular project or purpose, even if funds are available.

- C. Member of Congress: Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- D. Lobbying with Appropriated Money: The Town will not undertake activities, including lobbying for proposed Town or NPS projects or programs, that seek to either (1) alter the appropriation of funds included in the President's budget request to Congress for the Department of the Interior or another federal agency that holds funds for the sole benefit of the NPS under Congressionally authorized programs, including the Federal Lands Highway Program; or (2) alter the allocation of such appropriated funds by NPS or another Federal agency. Nothing in this paragraph is intended to preclude the Town from applying for and obtaining a competitive or non-competitive grant of Federal financial assistance from a Federal agency, or from undertaking otherwise lawful activities with respect to any Town or NPS activity, project or program included in the President's budget request to Congress. Nothing in this paragraph should be construed as NPS requesting, authorizing or supporting advocacy by nonfederal entities before Congress or any other government official. Except as provided herein and in applicable laws, nothing in this paragraph shall be construed to curtail the Town's ability to interact with elected officials.
- E. Drug Free Workplace Act: The Town certifies that comprehensive actions will be taken to ensure its workplace is drug-free.
- F. Third Parties Not to Benefit: This Agreement does not grant rights or benefits of any nature to any third party.
- G. Assignment, Binding Effect: Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The parties waive the defense of lack of consideration.
- H. Non-exclusive: This Agreement in no way restricts the parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- I. Compliance with Applicable Laws: This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as (i) in any way impairing the authority of the NPS to supervise, regulate, and administer its property under applicable laws, regulations, and management plans or policies as they may be modified from time-to-time or (ii) inconsistent with or contrary to the purpose or intent of any Act of Congress.

- J. Disclaimers of Government Endorsement: The Town will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting, expressly or implicitly, that the that the United States of America, the Department, NPS, or any government employee endorses any business, brands, goods or services.
- K. Public Release of Information: The Town must obtain prior written approval through the NPS Key Official (or his or her designate) for any public information promotional releases (including advertisements, solicitations, and brochures) that refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this Agreement. The NPS will make a good-faith effort to expeditiously respond to such requests.
- L. Merger: This Agreement, including any attachments hereto, and/or documents incorporated by reference herein, contains the sole and entire agreement of the Town.
- M. Modification: This Agreement may be extended, renewed, or amended only when agreed to in writing by the NPS and the Town.
- N. Waiver: Failure to enforce any provision of this Agreement by either party shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.
- O. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.
- P. Agency: The Town is not an agent or representative of the United States, the DOI, or the NPS, nor will the Town represent itself as such to third parties.
- Q. Survival: Any and all provisions that, by themselves or their nature, are reasonably expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, that have arisen during the term of this Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement.
- R. Partial Invalidity: If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- S. Captions and Headings: The captions, headings, article numbers, and paragraph numbers and letters appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Agreement nor in any way affecting this Agreement.

ARTICLE XI – SIGNATURES

IN WITNESS HEREOF, the parties hereto have signed their names and executed this Agreement.

_____ Date _____
Meghan Kish, Superintendent, Blackstone River Valley National Historical Park

_____ Date _____
Adam Gaudette, Town Manager, Town of Northbridge, Massachusetts
As authorized by the Board of Selectman in action taken on July 17, 2017.



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

Adam D. Gaudette
Town Manager

SELECTMEN'S GOALS FOR THE TOWN MANAGER

August 28, 2019 through August 27, 2020

1) Budget Preparation for FY2021

Oversee the budget development process for FY2021 by working with Department Managers to provide budget materials for analysis by the Board of Selectmen and Finance Committee, in order to produce a "balanced budget" for adoption at the Annual Town Meeting on May 5, 2020. The Town Manager will also incorporate the following within his Budget Preparation in an effort to protect and enhance the financial health of the Town:

- Capital Improvements Planning and Budgeting
- Health Care Benefits and Liabilities (OPEB, Pension, other)
- School Department Funding
- Free Cash and Stabilization
- Seek out and apply for Grants and other sources of revenue to supplement appropriations
- Continue to utilize fiscal discipline, identify areas of savings, and promote transparency

2) Fire Station Building Project

Oversee the Fire Station Feasibility Study process, working with the Building, Planning, and Construction Committee and the Owner's Project Manager (Cardinal) coordinating the efforts of the Architectural Consultant (Kaestle-Boos Architects).

- Required tasks of the study include: a) site location and selection criteria, b) response time analysis, c) programming, d) site development analysis, e) cost analysis, and f) recommendations and action plan.
- The Town Manager will coordinate presentations on site selection and design concepts to the Board of Selectmen.
- The Town Manager will also incorporate a review and comment process on all the potential costs associated with project development with the Board of Selectmen, Finance Committee and residents. Said costs to include potential property tax bill impacts.
- The Town Manager will regularly communicate project outcomes to the Board of Selectmen.
- The Town Manager coordinate Town Meeting Article preparation and in addition a

Proposition 2 ½ Ballot Question for the Annual Town Election, proposed for May 2020.

- If approved, the Town Manager will coordinate the OPM selection process for the BPCC, for the purposes of preparing an RFQ for Design Services and managing the selected Architectural Firm during the design process.

3) Lasell Field Artificial Turf, Track, Bleachers, and Lights Project

Oversee the Lasell Field Project process, working with the Building, Planning, and Construction Committee and serving as the Town's Project Manager, coordinating the efforts of the Designer, Activitas.

- Required tasks include: a) coordinating programming with NPS athletic and academic staff b) concept design development, c) materials alternatives, d) development cost analysis, e) permitting, f) project bid specifications, g) contractor bids and award, h) construction, and i) construction monitoring and project close-out.
- The Town Manager will coordinate presentations on site design concepts and materials alternatives to the Board of Selectmen, School Committee, NPS staff, and residents.
- The Town Manager will also incorporate a review and comment process on all the potential costs associated with project development with the Board of Selectmen, Finance Committee and residents. Said costs to include potential property tax bill impacts.
- The Town Manager will work closely with the Friends of Lasell on fundraising opportunities.

4) Roadway Infrastructure Planning, Design and Construction

Develop a strategic road enhancement plan that will seek to target locations and road network reconstruction that may also include intersection realignments, bridge replacement, culvert and other drainage related improvements.

Coordinate application preparation for eventual grant funding for road network infrastructure improvements under the following programs:

- Chapter 90
- Accelerated Bridge Program
- Complete Streets
- Transportation Improvement Program
- Municipal Vulnerability Preparation
- Hazard Mitigation
- Safe Routes to School

Town Manager's Report for the Period of September 23, 2019 – October 4, 2019

1. Key Meetings Attended:

- Monday, September 23, 2019 – Fire Station Study Project Team Conference Call.
- Monday, September 23, 2019 – Attended the Board of Selectmen Meeting.
- Tuesday, September 24, 2019 – Attended an MMA Fiscal Policy Committee Meeting in Boston.
- Wednesday, September 25, 2019 – Fire Station Study Project Team Conference Call.
- Wednesday, September 25, 2019 – Attended a regional Town Managers Luncheon.
- Wednesday, September 25, 2019 – Attended the BPC Meeting.
- Thursday, September 26, 2019 – Visited the Social Library with Representative Muradian for a Library Card photo op.
- Thursday, September 26, 2019 – Met with DPW and Sewer Department staff.
- Friday, September 27, 2019 – Held a Department Managers Meeting.
- Monday, September 30, 2019 – Met with Turf Field Designer Activitas to discuss scope and fee.
- Tuesday, October 1, 2019 – Attended a farewell event for Robin Craver, Town Administrator from Charlton.
- Wednesday, October 2, 2019 – Met with BoS Chairman Athanas.
- Thursday, October 2, 2019 – Met with BoS Member Melia.
- Friday, October 4, 2019 – Met with Superintendent McKinstry.

2. **Balmer School Building Project:** The project construction by Fontaine Brothers is well under way. Grading, tree removal and replacement of a 36" drainage culvert across the site have taken place. The 3rd party sewer analysis has been completed and forwarded to the OPM for review. Fontaine is preparing the Building Permit application for review. The first set of sub bids have come. It is anticipated that deliveries of steel and foundation installation will take place over the next 30-60 days so that steel can be erected over the winter. The School Building Committee meets next on October 15, 2019.
3. **Fire Station Project (Feasibility Study):** The architect Kaestle-Boos Architects continues to work on the programming, draft response time analysis, site selection and criteria analysis, and draft site restriction plans. Once they finalize these components of the study, the Town Manager will schedule a special BOS meeting to have KBA and the BPC present these items in order to get feedback from the Board and public. The plan is to develop a project web page to be accessed via a link on the Town's website. The project team will meet next with the BPC on October 16, 2019.
4. **Lasell Field Turf Project:** The BPC has selected Activitas Land Landscape Architects to perform designer services which will include feasibility and plan design, advertisement and construction monitoring. The Town Manager has issued a Notice to Proceed. Over the next several weeks, Activitas will begin ground survey for base plan preparation and also have a programming meeting with NPS staff. Later this fall they will have meetings/forums on materials alternatives and design concepts.