

**TOWN OF NORTHBRIDGE  
BOARD OF SELECTMEN'S MEETING  
NORTHBRIDGE TOWN HALL  
7 MAIN STREET - WHITINSVILLE, MA 01588  
November 4, 2019 at 7:00 PM**

**Present: Representative Muradian – Update**

**PLEDGE OF ALLEGIANCE**

**I. APPROVAL OF MINUTES: A. 1) September 23, 2019                      2) October 22, 2019 SATM**

**II. PUBLIC HEARING**

**III. APPOINTMENTS/By the Town Manager: B. Lynn Normandin, Outreach Worker, Northbridge Senior Center/Vote to affirm - Present: Kelly Bol, Senior Center Director**

**IV. CITIZENS' COMMENTS/INPUT**

**V. DECISIONS:**

**C. Northbridge High School Drama Club/Request to hang a banner across Church Street from Sunday, January 26, 2020 to Sunday, February 9, 2020 to advertise the Drama Club's West Side Story/Present: Emily Lafreniere**

**D. Whitinsville Social Library/Request for a One-day all alcohol liquor license/Present: John Brouillard, Trustee**

**E. 2020 Selectmen's Meeting Schedule/Vote to approve 2) 2020 Holiday Schedule/Vote to approve**

**VI. DISCUSSIONS:**

**F. VFW Hall Lease for property at 875 Hill Street, Whitinsville / Present: Bill Audette**

**VII. TOWN MANAGER'S REPORT**

**VIII. SELECTMEN'S CONCERNS**

**IX. ITEMS FOR FUTURE AGENDA**

**X. CORRESPONDENCE**

**XI. EXECUTIVE SESSION**

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

## **BOARD OF SELECTMEN'S MEETING September 23, 2019**

A meeting of the Board of Selectmen was called to order by Chairman James Athanas at 6:30 PM, Northbridge Town Hall, 7 Main Street, Whitinsville, MA. Board Members Present: Ampagoomian, Athanas, Cannon, Melia and Nolan. Also Present: Adam D. Gaudette, Town Manager.

The Pledge of Allegiance was recited by those present.

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

A motion/Mr. Ampagoomian, seconded/Mr. Melia to go into Executive Session under **M.G.L c.30A, Sec. 21 #2** - To conduct contract negotiations with Non-Union personnel (Town Manager); and to reconvene in open session. Roll Call Vote: Mr. Athanas/Yes, Mr. Ampagoomian/Yes, Mr. Melia/Yes, Mrs. Cannon/Yes, and Mr. Nolan/Yes.

**Open Session Adjourned: 6:31 PM**

**Executive Session Convened: 6:31 PM**

**Executive Session Adjourned: 6:50 PM**

**Open Session Reconvened: 7:00 PM**

**APPROVAL OF MINUTES: A./1) August 27, 2019 (Joint meeting with the School Committee).** A motion/Mr. Ampagoomian, seconded/Mr. Nolan to approve the August 27, 2019 minutes as presented with the reading omitted. Vote yes/Unanimous. **2) September 9, 2019 [Executive Session].** A motion/Mr. Nolan, seconded/Mrs. Cannon to approve but not release the September 9, 2019 Executive Session meeting minutes. Vote yes/Unanimous.

**PUBLIC HEARING/None**

**APPOINTMENTS/By the Board of Selectmen [Vote to appoint]/1) Nikki Roadman, Council on Aging 2) Bonnie Poquette, Council on Aging/Present: Kelly Bol, Senior Center Director.** Mrs. Bol introduced Ms. Roadman and Ms. Poquette stating that she is very excited to have them join the Council on Aging Board, which will make the board whole. Chairman Athanas asked both candidates to tell the Board a little about themselves. Ms. Roadman explained that she was introduced to Ms. Bol at an event held at Marty Green Properties. She added that she previously worked in assisted living and looks forward to spending time at the Senior Center. Ms. Poquette stated that she has been volunteering at the Senior Center and now that her kids are older, she is looking forward to helping more in the community. Ms. Bol also took this opportunity to introduce the new Council on Aging Chairman Jean Mistretta, who has been on the Board for 6 years. The Selectmen welcomed her aboard. A motion/Mr. Melia, seconded/Mr. Ampagoomian to appoint Nikki Roadman and Bonnie Poquette to the Council on Aging. Vote yes/Unanimous.

**INTRODUCTION: New Northbridge Public Schools Superintendent, Amy McKinstry.** Ms. McKinstry thanked the Board for inviting her to the meeting. She stated that she was appointed at the end of last year, but this marks her 6<sup>th</sup> year of being with the Northbridge Public Schools District. She said she has had the opportunity to get to know the town and community well and loves it here. Ms. McKinstry noted she is in her 21<sup>st</sup> year of working in education having previously worked in the Town of Southbridge

(14 years), Spencer and East Brookfield prior to coming to Northbridge. Ms. McKinstry stated she was the previous Director of Curriculum for Northbridge, where she was working with the teachers. As Superintendent, she is able to work with the community and families and loves it. She explained that she is currently working on union contracts, the new Balmer School project [transitioning staff and students for the move], and is in year 2 of the District's strategic plan. Ms. McKinstry added she is looking forward to making productive partnerships with the community and town officials and hopefully beyond that. She also announced that the School Dept. is hosting homecoming on Saturday, September 28<sup>th</sup> from 7am – 5pm with varsity field hockey, varsity girls' and boys' soccer and of course, football. Selectman Melia congratulated Ms. McKinstry on her new position and stated he has heard nothing but positive comments. Selectman Ampagoomian asked Supt. McKinstry how she sees the school rising to be rivals against other school districts. Ms. McKinstry replied that the district's strategic plan this year is a strong one; one of the goals being academic rigor and challenging students to reach greater heights and initiatives around the personal success of their students. She pointed out that the personal success of the students is not just about college, but about college and career readiness and preparing students for life. Ms. McKinstry explained that a lot of the work they have been focusing on is aligning the curriculum across the district from Pre-K to Grade 12 and maintaining consistency across grades. Selectman Ampagoomian also asked if a questionnaire has been sent out to former seniors who have completed their first year of college in regard to rating how well the Northbridge school system prepared them for college. Ms. McKinstry replied that they do multiple surveys and follow up with graduated students for many reasons, because they want to see if they stayed in school, how they have prepared them, and follow their course. She then offered to provide the Board with that information if they are interested. Lastly, Selectman Ampagoomian asked about cursive writing and if it will continue to be taught. Ms. McKinstry asserted that it is a dying art and because of technology it is not as pivotal as it used to be. Unfortunately, cursive writing is not part of the curriculum and is not necessary for students to learn right now. Selectman Nolan welcomed Supt. McKinstry and encouraged her to attend and Selectmen's meetings if there is anything she would like to discuss. Selectwoman Cannon congratulated Ms. McKinstry and stated she is looking forward to working with her. Chairman Athanas asked the Superintendent what she sees as her biggest challenge moving forward and followed up with asking about the shrinking Revolver accounts and how she plans to address that in the coming years. Ms. McKinstry replied that the budget will definitely be the biggest challenge. Continuing, she noted there are more requirements and the demographics of the students change and as that changes there may be more students that require special services, which requires more money. She also said she is fortunate to have Melissa Walker, because she is brilliant with numbers, and they often times discuss strategic ways to reallocate resources, both human and monetary to bridge the gaps in the Revolver accounts.

#### **CITIZENS' COMMENTS/INPUT/None**

**Whitinsville Christian School/Request to hang a banner across Church Street from Sunday, September 29, 2019 to Sunday, October 13, 2019 to advertise their Dutch Apple Pie sale.** A motion/Mr. Melia, seconded/Mr. Nolan to approve the request from the Whitinsville Christian School to hang a banner across Church Street from Sunday, September 29, 2019 to Sunday, October 13, 2019 to advertise their Dutch Apple Pie sale. Vote yes/Unanimous.

**Town Clerk's Office/Requests to hang a banner across Church Street as follows: 1) Sunday, February 23, 2020 to Sunday, March 8, 2020 (Presidential Primary, March 3<sup>rd</sup>). 2) Sunday, May 10, 2020 to Sunday, May 24, 2020 (Annual Town Election, May 19<sup>th</sup>). 3) Sunday, September 6, 2020 to Sunday, September 20, 2020 (State Primary, September 15<sup>th</sup>). 4) Sunday, October 25, 2020 to Sunday, November 8, 2020 (Presidential Election, November 3<sup>rd</sup>).** A motion/Mr. Melia, seconded/Mr. Nolan to approve the Town Clerk's Office's requests to hang a banner across Church Street as follows: 1) Sunday, February 23, 2020 to Sunday, March 8, 2020 (Presidential Primary, March 3<sup>rd</sup>). 2) Sunday, May 10, 2020 to Sunday, May 24, 2020 (Annual Town Election, May 19<sup>th</sup>). 3) Sunday, September 6, 2020 to Sunday,

September 20, 2020 (State Primary, September 15<sup>th</sup>). 4) Sunday, October 25, 2020 to Sunday, November 8, 2020 (Presidential Election, November 3<sup>rd</sup>). Vote yes/Unanimous.

**Small Business Saturday [Shop Small Event]/Request to hang a banner across Church Street from Sunday, November 17, 2019 to Sunday December 1, 2019 to advertise the Small Business Saturday event to be held on Saturday, November 30, 2019 from 10 AM to 4 PM.** A motion/Mr. Nolan, seconded/Mrs. Cannon to approve the request from Shop Small to hang a banner across Church Street from Sunday, November 17, 2019 to Sunday December 1, 2019 to advertise the Shop Small Saturday on Saturday, November 30, 2019 from 10 AM to 4 PM. Vote yes/Unanimous.

**Balmer School Project [Permanent Borrowing] / Vote to sign bonds in the amount of \$30,000,000.** Town Accountant Neil Vaidya, Treasurer Collector Julie Harris and Unibank Financial Advisor Margaret McClain were present to discuss the Balmer School Project's permanent borrowing. Mr. Vaidya advised the Town went out to bid for the first piece of the borrowing in the amount of \$30,000,000 dollars. He explained that there were 8 bids returned ranging from 2.72% to 2.77% and the lowest bid went to UMB Bank out of Texas at 2.72%. Ms. McClain then clarified that the Town is borrowing \$30,000,000 but will be getting proceeds of approximately \$31,800,000 but only pays back the \$30,000,000. Mr. Vaidya reported that when the town went out to bid for this project, the rate to borrow money was estimated at 4.5%, however, because the rate came in at 2.72%, the town is saving about \$5,800,000 on this piece of the borrowing. Mr. Vaidya stated the notes before them have a principal payment of a \$1,000,000 every year for 30 years plus interest. Selectman Melia asked when the citizens can expect to see an increase in their real estate tax bills. Mr. Vaidya replied January 1, 2020. Chairman Athanas asked what the approximate dollar amount of the next borrowing would be. Ms. McClain stated it would be between \$20,000,000 to \$25,000,000. Mr. Vaidya followed up stating that there is a spending cap that needs to be met when we borrow the money, so it needs to be spread out. A motion/Mrs. Cannon, seconded/Mr. Ampagoomain to sign the permanent borrowing bonds for the Balmer School Project in the amount of \$30,000,000. Vote yes/Unanimous.

**Sewer Connection Fees for the Balmer School Project.** Town Manager Gaudette stated we received a request from the construction manager to the Board of Selectmen, who serve as the Sewer Commissioners, to waive the sewer connection fees on the permit for the Balmer School Project. Mr. Gaudette recommends, after speaking with staff, to waive the fees. The DPW Director explained that the fee is based on the amount of fixtures, which in this case amounts to \$103,000 dollars. Mr. Shuris expressed his concern for making such a large sacrifice. Mr. Kuras, Sewer Superintendent, stated for many years the Retained Earnings were over \$1,000,000, but have been steadily decreasing over time. Mr. Shuris added that if the fee is waived, they will need to look for ways to save money on the expense side. He also made clear that they do not want to see the school building project go over budget, but they also do not want to see sewer rates increase again. Chairman Athanas asked how much revenue is coming in. Mr. Shuris replied it is about \$2.3 million dollars. Town Manager Gaudette asked if Mr. Kuras could explain what the connection fee is used for and the costs related to this project. Playing devil's advocate, Mr. Gaudette added, essentially, we are taking the flow at Cross Street and bringing it to Balmer making no additional costs in the flow. Mr. Shuris explained that the sewer connection fee is a system development fee for maintaining the system, the pump stations, callbacks, allowing people the right to tie in, and the chemicals used to treat the water. Selectwoman Cannon asked how the fee is calculated. Mr. Shuris explained it is based off the number of fixtures, which includes sinks, toilets, bubblers, showers, multiplied by \$462 dollars per fixture. Selectman Ampagoomian clarified that the Balmer School project is not currently factored into the budget. Mr. Shuris replied that it is not. Selectman Melia expressed that he understands their reasoning for not wanting the sewer connection fees to be waived but also does not want to the cost go up for the Balmer School project. Selectman Melia stated he was not being critical but asked shouldn't they have known about the connection fees when the project came about. Mr. Shuris replied that they knew about the connection but never about the request to waive the fees. Selectman Melia expressed that he does not want to increase the price tag of

the Balmer School and means no disrespect to their response in defending their Department but believes the fee should be waived. Town Manager Gaudette added he thinks the School should be considered as one of our Departments, and in looking at our own buildings another town entity would not charge another. He noted that it is not money lost either but instead would be one Department transferring money to another Department. A motion/Mr. Melia, seconded/Mr. Ampagoomian to waive the sewer connection fees for the Balmer School Project. Vote yes/Unanimous.

**Tax PILOT Agreements – Solar Panel Field Projects (Puddon I and Puddon II).** Town Manager Gaudette stated that the language in the Tax PILOT agreements was negotiated with the assistance of Kopelman and Paige. He explained that the difference between this agreement compared to others is that this project includes the real estate as well, as they own it. Typically, a solar company leases the land. Town Manager Gaudette stated that Puddon I & II are at \$56,000 for revenue plus the \$19,000 for the real-estate, which generates \$75,000 dollars for each project for a total of \$150,000 per year over 20 years. Selectman Melia asked if these PILOT agreements are approved tonight what will the annual revenue to the Town be for all solar projects. Mr. Gaudette stated once all solar farms are built, revenue will be around \$300,000 dollars per year. Continuing, the Town Manager advised the revenue will go into a building and maintenance account and when the capital needs are evaluated funds in the account would go to smaller projects that would not require a borrowing. Chairman Athanas asked when the project is projected to be up and functioning. Town Manager Gaudette responded that the project is currently under construction or close to beginning construction and should be completed in about six months to a year. A motion/Mr. Ampagoomian, seconded/Mr. Nolan to approve the Tax PILOT Agreements for the Puddon I and Puddon II solar panel field projects. Vote yes/Unanimous.

Chairman Athanas stated that they would be taking the Town Manager's Performance Evaluation out of order to get to agenda items with presenters.

**Assessment Center for the ranks of Chief of Police and Lieutenant/Present: Chief Warchol and Mark Morse (MMA Consulting).** Chief Warchol advised those present that he has been a full-time Police Officer in the Town of Northbridge for over 40 years and is eligible to retire at any time with a 90-day notice. He further mentioned that according to state law Firefighters and Police Officers are required to retire at the age of 65, which would bring him to August 20, 2021. He stated that they plan to hold the assessment in November 2019, so the results should be returned by January of 2020. The results are good for 2 years with an option to extend for a 3<sup>rd</sup> year. Chief Warchol explained that the assessment center is series of exercises designed to test how well a candidate would perform the job using simulations and role play to replicate on-the-job scenarios. Candidates are evaluated on qualities such as leadership, decision making, interpersonal skills and written and oral communication. Chief Warchol said that there will be a panel of members from the field who develop scenarios and test the candidates on how well they perform. Selectman Ampagoomian asked how many candidates have stepped forward with interest. Chief Warchol replied informally it would be the Lieutenant and the 4 Sergeants. Selectman Ampagoomian also inquired if there would be another assessment center to fill the Sergeant's position(s). Chief Warchol explained that since a Sergeant's exam was completed and still current, they would be able to use that exam and extend it, if needed. Mr. Morse explained that there are a number of people involved in the process such as the exercises coordinator, which is what he does, and he works with those involved in developing the exercises. There are also assessors typically made up of 3 members, a majority of which are in the industry who evaluate the performance. In our case there would be 2 panels with the overlapping candidate pool. Mr. Morse added that with the Chief's position, they would have a Human Resources person involved. In addition, there may be other people involved in the role play segment. Mr. Morse added that once the Town hires the consultant, the Human Resources Division is notified, who will then generate a posting and candidates apply online for the position. The scoring is based on 80% of the assessment center and 20% of education and experience. Mr. Morse explained that there may be additional preferences and gave an example of a veteran who receive 2 points or having 25 years of experience. He also stated that there is a clear set of standards and ethical

guidelines that need to be followed. Town Manager Gaudette asked how much time the candidates have from when they apply until the assessment. Mr. Morse responded that the posting needs to be up for 3 weeks and then an orientation session would be completed, which will leave a substantial amount of time. Chief Warchol added that they are all aware it is coming, and some have attended preparation classes. Selectman Ampagoomian asked that even though it is a civil service exam that it is kept to internal candidates. Chief Warchol stated he is correct and added they have a residential preference as well. Town Manager Gaudette thanked them for coming and advised the Board that he would be updating them throughout the process.

**Whitinsville - Downtown Crossroads Local Historic District Bylaw/Present: Harry Berkowitz & Ken Warchol, Members - Local Historic District Study Committee.** Mr. Berkowitz advised that support for the bylaw includes the Whitin Community Center, the Whitinsville Historical Society, Osterman Management, and Village Congregational Church, all of which are proposed to be included in the district. He explained that the committee limited the district as much as they could. Selectman Athanas read aloud the list of 12 properties proposed to be included in the district as follows: Colonel James Fletcher Home, Whitinsville Brick Mills and Forge, Whitinsville Cotton Mill, Stephen F. & Mary Ann Bachelor House, Memorial Town Hall, Aldrich School Building, Town Common/Memorial Park, Village Congregational Church, Whitinsville Savings Bank, Whitinsville Social Library, George Marston Whitin Memorial Community Center, and Trinity Episcopal Church. Mr. Berkowitz added that most of the properties are already under historical restrictions and added that the perks of adopting this bylaw would be the possibility of sidewalk replacement in the proposed district and receipt of grants. Selectman Ampagoomian asked what the next step would be. Mr. Berkowitz replied the next step would be Town Meeting approval and the Board's support the bylaw. Town Manager Gaudette stated that the Board will be voting their positions on all warrant articles on October 7, 2019.

**Town Manager's Performance Evaluation.** Chairman Athanas explained that last year the Board set goals for the Town Manager and it is time for him to be evaluated on those goals for his progress throughout the year. He noted that the scale is based on ratings of 1 to 5, with 5 being the best and announced the Town Manager's overall score was a 4.4 out of a possible 5. Continuing, Chairman Athanas explained the evaluation took into consideration budget and financial information, personnel administration and public relations, interactions with the board, employee and labor relations, staff development, intergovernmental, and goal/performance attainment. He stated that the Board approved a 2% COLA and a 3% merit increase. Selectman Melia stated he is proud of Mr. Gaudette; that he has taken on a lot of major projects and feels he is doing a tremendous job. Selectman Ampagoomian added that Mr. Gaudette was the town's first Town Planner, so his past experience has helped with the town projects in understanding the permitting and the process as a whole. Selectwoman Cannon stated that this was her first review of the Town Manager and it was an amazing year and the knowledge Mr. Gaudette possesses is wise beyond his years. She also added that she looks forward to working with him over the next few years. Chairman Athanas added that the Town Manager has been great to work with and responds quickly to any questions he has.

**TOWN MANAGER'S REPORT: 1) Key Meetings Attended:** Monday, September 9, 2019 – Completed desktop user Cyber Training. Monday, September 9, 2019 – Attended the Board of Selectmen's Meeting. Tuesday, September 10, 2019 – Attended the celebration of National Senior Center Month at our Senior Center for a session on "The Key to Aging Well", put on by Kelly Bol and her staff and also attended by our local legislative delegation, Chief Warchol, and Superintendent McKinstry. Wednesday, September 11, 2019 – Met with Kevin Callahan, Vocational Coordinator at NPS, to discuss a potential student internship program. Wednesday, September 11, 2019 – Attended the Finance Committee Meeting. Friday, September 13, 2019 – Held the Lasell Artificial Turf RFP proposal opening. Tuesday, September 17, 2019 – Attended the School Building Committee Meeting. Wednesday, September 18, 2019 – Met with internal working group to review the Lasell Field RFP Submittals in order to make a shortlist recommendation to the BPCC. Wednesday, September 18, 2019 – Attended the Finance Committee and BPCC Meetings. Thursday,

September 19, 2019 – Attended a Mass Managers Association (MMMA) meeting in Fort Devens and also attended a MMMA Police Chiefs/Managers Subcommittee meeting. **1) Balmer School Building Project:** The School Building Committee met this past Tuesday, September 17<sup>th</sup> to go over invoices and CM amendments that included sub-bid results. 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 3<sup>rd</sup> party sewer analysis has been completed and forwarded to the OPM for review. Fontaine is preparing the Building Permit application for review. The Committee meets again on October 1, 2019. **3) Fire Station Project (Feasibility Study):** The BPCC met with Kaestle-Boos Architects this past week on Wednesday, September 18, 2019. Highlights of the meeting included an update from KBA on the Fire Programming, draft response time analysis, site selection and criteria analysis, and draft site restriction plans. KBA and the BPCC are still working to finalize these components of the study. Once complete, the Town Manager will schedule a special BOS meeting to have KBA and the BPCC present these items in order to get feedback from the Board and public. Following that BOS meeting, the project items will be posted on the Town’s website to garner additional feedback. **4) Lasell Field Turf Project:** The RFP responses (7 were submitted on 9/13/19) were reviewed by a working group of NPS High School Principal Tim McCormick, NPS Facilities Director Richard Maglione, Friends of Lasell Rep Tim Labrie, BPCC members Steve Nye and Michael Beaudoin, and me. The group made a recommendation for interviews to BPCC at their meeting this past week on Wednesday, September 18<sup>th</sup>. The BPCC will be interviewing the firms of Activitas, Gale Associates, WDA, and Vertex on Wednesday, September 25<sup>th</sup> with the hope of selecting a design firm and issue a Notice to Proceed with the design aspect of the project at their meeting on October 2<sup>nd</sup>. **5) Recreational Marijuana:** The Host Community Agreements for **True Nature’s Wellness** (retail), **Eskar** (retail and cultivation) and **The Botanist** (cultivation) have all been approved by the BoS. The applicants’ next steps include getting local site permitting (Planning Board/ConComm.) and Cannabis Control Commission approvals.

**SELECTMEN'S CONCERNS:** **Selectman Melia/1)** reminded Mr. Luchini, Highway Superintendent of the water runoff fence on Arcade Street and asked who the contact person would be to have it removed. Mr. Luchini replied that it is a private contractor and the fence is required to stay up for a minimum of a year. **2)** received a complaint from a resident on Lake Street who had concerns about the high traffic volume and large trucks going back and forth for the new school project. Selectmen Melia added that he would like to bring this issue to the Safety Committee to have them review it and get back to the Board on whether or not anything can be done. Town Manager Gaudette added that it might be better to have it go through the School Building Committee as they have more knowledge and coordination with the project. Town Manager Gaudette added that the earth removal portion of the project, which is the beginning stages, has the highest volume of truck traffic but should be dwindling down as they move into the next phase, which would be the steel. Selectwoman Cannon said that they will beginning the foundation pouring in October, so the earth moving should decrease. She also pointed out that the School Building Committee’s webpage has specific traffic patterns and the best routes to use from the studies and added that she believes there are guidelines around the timeframes as well. She mentioned she intends to bring it up at the next School Building Committee meeting and the construction meeting on Thursday. Chief Warchol added that Thomas Dejordy, the School Resource Officer, has reported it is going smoothly with the kids getting on and off the busses. He also explained that the Safety Committee did discuss the blackout times as an option during drop off and pickup times, and typically they hire a detail to schedule when the trucks are coming in. **Selectman Ampagoomian/1)** mentioned the donation bins in town. Town Manager Gaudette stated that one has been removed and believes there is one remaining. Chief Warchol added that there is one remaining and they are working on getting a hold of the company to have it removed. **2)** stated that Benson Road looks good. **3)** asked Mr. Luchini about Plummers Corner. Mr. Luchini stated he is still working on it and they will need a traffic engineer to handle it.

**ITEMS FOR FUTURE AGENDA/None**  
**CORRESPONDENCE/None**

**EXECUTIVE SESSION / 6:30 PM: Under M.G.L c.30A, Sec. 21 #2 - To conduct contract negotiations with Non-Union personnel (Town Manager).**

Selectman Ampagoomian stated he will not be attending the October 21, 2019 Board of Selectmen's meeting.

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

**Meeting Adjourned: 8:39 PM**

**Respectfully submitted,**

**Daniel Nolan, Clerk**

**/mjw**

## LIST OF DOCUMENTATION

### BOARD OF SELECTMEN'S MEETING - OPEN SESSION

September 23, 2019

#### I. APPROVAL OF MINUTES:

##### A. 1) August 27, 2019 (Joint meeting with the School Committee)

-Copy of August 27, 2019 Joint meeting minutes

##### 2) September 9, 2019 [Executive Session]

-Copy of September 9, 2019 meeting minutes omitted until approved to be release by Town Counsel

#### II. PUBLIC HEARING/None

#### III. APPOINTMENTS/B. By the Board of Selectmen [Vote to appoint] 1) Nikki Roadman, Council on Aging

-Copy of Nikki Roadman's talent bank form

##### 2) Bonnie Poquette, Council on Aging

-Copy of Bonnie Poquette's talent bank form

**INTRODUCTION: New Northbridge Public Schools Superintendent, Amy McKinstry/No documentation**

#### IV. CITIZENS' COMMENTS/INPUT/None

#### V. DECISIONS

##### C. Whitinsville Christian School/Request to hang a banner across Church Street from Sunday, September 29, 2019 to Sunday, October 13, 2019 to advertise their Dutch Apple Pie sale.

-Copy of email from the Whitinsville Christian School requesting to hang a banner across Church Street

##### D. Town Clerk's Office/Request to hang a banner across Church Street as follows:

1) Sunday, February 23, 2020 to Sunday, March 8, 2020 (Presidential Primary, March 3<sup>rd</sup>)

2) Sunday, May 10, 2020 to Sunday, May 24, 2020 (Annual Town Election, May 19<sup>th</sup>)

3) Sunday, September 6, 2020 to Sunday, September 20, 2020 (State Primary, September 15<sup>th</sup>)

4) Sunday, October 25, 2020 to Sunday, November 8, 2020 (Presidential Election, November 3<sup>rd</sup>)

-Copy of email from the Town Clerks Office requesting to hang a banner across Church Street

##### E. Shop Small/Request to hang a banner across Church Street from Sunday, November 17, 2019 to Sunday, December 1, 2019 to advertise the Shop Small Saturday on Saturday, November 30, 2019 from 10 AM to 4 PM

-Copy of email form Jessie Schotanus requesting to hang a banner across Church Street

##### F. Balmer School Project [Permanent Borrowing] / Vote to sign bonds in the amount of \$30,000,000

-Copy of vote of the Board of Selectmen

**G. Sewer Connection Fees for Balmer School Project**

- Copy of email from Jim Mauer, Sr. Project Manager, Fontaine Bros., Inc. requesting to waive the cost of the sewer connection fee
- Copy of Sewer Connection Permit

**H. Tax PILOT Agreements – Solar Panel Field Projects (Puddon I and Puddon II)**

- Copy of Solar Panel Tax Pilot agreement for the Syncarpha Puddon I solar project
- Copy of Solar Panel Tax Pilot agreement for the Syncarpha Puddon II solar project

**I. Town Manager’s Performance Evaluation**

- Copy of Town Manager Evaluation Cumulative Score Sheet

**VI. DISCUSSIONS**

**J. Assessment Center for the ranks of Chief of Police and Lieutenant/Present: Chief Warchol and Mark Morse (MMA Consulting)**

- Copy of letter from Chief Warchol requesting an Assessment Center
- Copy of overview of the MMA Consulting group Assessment Center
- Copy of flow chart process

**K. Whitinsville - Downtown Crossroads Local Historic District Bylaw/Present: Harry Berkowitz & Ken Warchol, Members - Local Historic District Study Committee**

- Copy of flowchart on establishing a Local Historic District
- Local Historic District Bylaw
- Copy of general agreement between the National park service, Blackstone Rover Valley National Historic Park and the Town

**VII. TOWN MANAGER'S REPORT/No documentation**

**VIII. SELECTMEN'S CONCERNS/No documentation**

**IX. ITEMS FOR FUTURE AGENDA/None**

**X. CORRESPONDENCE/None**

**XI. EXECUTIVE SESSION: L. 6:30 PM: Under M.G.L c.30A, Sec. 21 #2 - To conduct contract negotiations with Non-Union personnel (Town Manager).**

- Documentation removed until approved to be released by Town Council

**BOARD OF SELECTMEN'S MEETING  
FALL ANNUAL TOWN MEETING**

**October 22, 2019**

A meeting of the Board of Selectmen was called to order at 6:33 PM by Vice Chairman Cannon, Northbridge Middle School Auditorium, 171 Linwood Avenue, Whitinsville, MA. **Present:** Mr. Melia, Mr. Ampagoomian, Ms. Cannon, and Mr. Nolan. Chairman Athanas was absent and it is duly noted.

**Also Present:** Adam Gaudette, Town Manager and Sharon Susienka, Exec. Asst. to the Town Manager.

**Town Meeting Business.** There being no business before the Board at this time, a motion/Mr. Ampagoomian, seconded/Ms. Cannon to adjourn the Selectmen's Meeting at the conclusion of the Fall Annual Town Meeting this evening. Vote yes/Mr. Melia, Mr. Ampagoomian, Ms. Cannon, and Mr. Nolan.

**Meeting Adjourned: 8:23 P.M.**

**Respectfully submitted,**

**Daniel Nolan, Clerk**

s/

**LIST OF DOCUMENTATION**

**BOARD OF SELECTMEN'S MEETING – OPEN SESSION**

**October 22, 2019**

**APPROVAL OF MINUTES/None**

**PUBLIC HEARING/None**

**APPOINTMENTS/RESIGNATIONS/None**

**CITIZENS' COMMENTS/INPUT/None**

**DECISIONS**

**A. Town Meeting Business / No Documentation**

**DISCUSSIONS/None**

**TOWN MANAGER'S REPORT/None**

**SELECTMEN'S CONCERNS/None**

**ITEMS FOR FUTURE AGENDA/None**

**CORRESPONDENCE/None**

**EXECUTIVE SESSION/None**

## Memo

To: Adam Gaudette, Town Manager

Cc: Sharon Susienka, Executive Assistant to the Town Manager/HR

From: Kelly Bol, COA Director

Date: October 30, 2019

Re: New Hire of COA Outreach Worker

For your consideration, I am pleased to recommend Lynn M. Normandin for appointment to the Council on Aging Outreach Worker position. Upon receipt and review of a total of five resumes, Assistant COA Director Michelle Methe and I interviewed all five applicants. Based on qualifications and feedback from references, Ms. Methe and I are in complete agreement with Ms. Normandin as the best fit for the Council on Aging. Thank you.

~~XXXXXXXXXXXXXXXXXXXX~~  
~~160 Sogwood Drive~~  
Uxbridge, MA 01569  
October 7, 2019

Kelly Bol, Director  
Northbridge Senior Center  
20 Highland Street  
Whitinsville, Massachusetts 01588

Dear Ms. Bol:

I recently learned that there is a part-time position available for an Outreach Worker at the Northbridge Senior Center. I believe that my education and experience make me an excellent candidate for this position.

As you can see from the attached resume, I have a Bachelor's degree in Sociology with a minor in Psychology. I have both volunteer and work experience in which my responsibilities entailed meeting with adult clients to determine their individual needs and then assisting them in obtaining services. Also, in my current role as a CASA volunteer, I meet monthly with children in DCF custody to ensure their needs are being met and to advocate for any services that are lacking. It is my understanding that these skills play a large part in the role of an outreach worker.

I have several years of experience working at a law firm and in a medical setting. Both of these positions have required me to provide care and service to people of all ages, cultures, personalities, and backgrounds while maintaining client confidentiality at all times.

In addition, I have volunteered for various organizations over the years. All of these roles have, in some way, allowed me to assist with obtaining solutions for people in need.

With a Bachelor's degree in Sociology, and a history of working to serve others, it appears that my qualifications match up very well with the ones you are seeking. I hope that you will consider my application for the position of Outreach Worker. I would truly enjoy this opportunity to work with the Senior Center in advocating for the elders in our community.

Sincerely,

*Lynn M. Normandin*



**Melissa Wetherbee**

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**From:** Emily Lafreniere ~~XXXXXXXXXXXXXXXXXXXX~~  
**Sent:** Saturday, October 19, 2019 1:40 PM  
**To:** Melissa Wetherbee  
**Subject:** Church Street Banner

Hello!

My name is Emily Lafreniere and I am the producer of the Northbridge High School Drama Club. This year the NHS Drama Club will be presenting West Side Story on Friday January 31st 2020, Saturday February 1st 2020, Friday February 7th 2020 and Saturday February 8th 2020 in the NHS auditorium! It would mean so much to us if we could have our banner hang over church street from 1/26/20 to 2/9/20 to help promote our show! Thank you and have a great day!!



**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:**

Whitinsville Social Library

Name of Responsible Person: Carol H. Brouwer, Chairman of the Board of Trustees

**TYPE OF LICENSE REQUESTED:**  All Alcohol (non-profit organizations only) (must submit 501c(3))  
 Wine and/or Malt Beverages

**EVENT DETAILS:**

Event name: 175th Anniversary Cocktail Party Indoor/Outdoor: Indoor

Date and Hours of Event: 11/16/19 from 6-8 PM # of persons expected: 100

**GIVE LOCATION BY STREET AND NUMBER:** Whitinsville Social Library 17 Church St Whitinsville, MA 01588

**DESCRIPTION OF PREMISES:** Library

Where will alcohol be stored? Behind the bar

Where will Alcohol be served? At the bar (West side of library)

Do you plan on having Entertainment?  Yes  No

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.

Carol H. Brouwer  
(Signature of Applicant)

Print Name: Carol H. Brouwer

Mailing Address: 33 Parker Road

City: Douglas

State, Zip: MA 01516

Phone: 508-476-2893

Name of Distributor(s): Peppers Artful Events

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.

Received: 10/29/19 2:03 PM  
(Date) (Time)  
Agenda: 11/4/19

\_\_\_\_\_  
Date License Granted

**SPECIAL PERMIT/LICENSE**

**RELEASE OF CLAIMS, INDEMNITY AND HOLD HARMLESS AGREEMENT**

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

I, Carol H. Brouwer, in consideration of a special permit/license granted by the Town of Northbridge for a non-town sponsored private function, 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 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 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 the issuance and/or use of a special permit/license granted by the Town of Northbridge 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 28 day of October 2019

Name (Printed): CAROL H. BROUWER

Carol H. Brouwer  
Signature

Rosemary , Rebecca Jasseville  
Witness





Commonwealth of Massachusetts  
Office of the State Treasurer  
Alcoholic Beverages Control Commission

**TRANSPORTATION & DELIVERY PERMIT**

**M.G.L. c. 138, § 22**

This Permit hereby authorizes the use of the following vehicle for transportation and delivery of alcoholic beverages:

Vehicle Plate Number

**H16948**

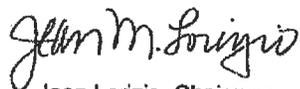
Related License:

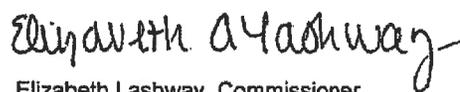
S.K.S., INC.

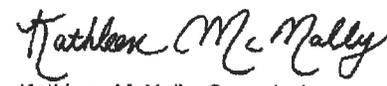
ABCC License Number: CR-LIC-000035

License Type: Caterer

Approved by the Alcoholic Beverages Control Commission on October 04, 2018

  
Jean Lorizio, Chairman

  
Elizabeth Lashway, Commissioner

  
Kathleen McNally, Commissioner

License Number: **TR-LIC-000055**

Record Number: **2018-000015-CR-REN**

**THIS PERMIT WILL EXPIRE DECEMBER 31, 2019 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD**

**THIS PERMIT SHALL BE CARRIED IN THE VEHICLE AT ALL TIMES**

it with you as proof of your TIPS certification.

ID#: 4692173 Name: Anna Henning  
Exam Date: 12/14/2017 Expiration Date: 12/14/2020

**TIPS** eTIPS On Premise 3.0 **CERTIFIED**  
Issued: 12/14/2017 Expires: 12/14/2020  
ID#: 4692173

Anna Henning  
128 N Woodstock Rd  
Southbridge, MA 01550-2850

For service visit us online at [www.gettips.com](http://www.gettips.com)

it with you as proof of your TIPS certification.

ID#: 4692173 Name: Anna Henning  
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Anna Henning  
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Southbridge, MA 01550-2850

For service visit us online at [www.gettips.com](http://www.gettips.com)



CERTIFICATION NUMBER:

86716

ALCOHOL INTERVENTION METHODS  
CERTIFIES:

Christie Cordon

CAMPBELL TRENT  
508.756.8542

EXPIRES:  
MAR 26 2020

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## Alcohol License Application Addendum

### Whitinsville Social Library, Cocktail Party on November 16, 2019

Description of the premises:

Where will the alcohol be stored? *First floor stored & served.*

The alcohol will be stored behind the servers in the fireplace alcove on the first floor in the West programming space in the library on 17 Church St, Whitinsville Ma 01588. Alcohol will only be stored in this room before. Pepper's Catering is bringing the alcohol on the evening of the event and taking alcohol with them when they leave.

Where will the alcohol be served? *entire first floor / 3 Main Rooms*

The alcohol will be served at the table where the servers will be working – in front of the fireplace alcove in the West programming space in the library. Alcohol will only be served on this floor in this room.

Please see the photo for a visual representation of where the alcohol will be stored and served in the library.



**TOWN OF NORTHBRIDGE  
BOARD OF SELECTMEN  
REGULAR MEETING SCHEDULE  
2020**

<b>January 13</b>	<b>Monday</b>
<b>January 27</b>	<b>Monday</b>
<b>February 10</b>	<b>Monday</b>
<b>February 24</b>	<b>Monday</b>
<b>March 9</b>	<b>Monday</b>
<b>March 23</b>	<b>Monday</b>
<b>April 6</b>	<b>Monday</b>
<b>April 20</b>	<b>Monday</b>
<b>May 4</b>	<b>Monday</b>
<b>May 18</b>	<b>Monday</b>
<b>June 8</b>	<b>Monday</b>
<b>June 22</b>	<b>Monday</b>
<b>July 20</b>	<b>Monday</b>
<b>August 17</b>	<b>Monday</b>
<b>September 14</b>	<b>Monday</b>
<b>September 28</b>	<b>Monday</b>
<b>October 5</b>	<b>Monday</b>
<b>October 19</b>	<b>Monday</b>
<b>November 9</b>	<b>Monday</b>
<b>November 23</b>	<b>Monday</b>
<b>December 7</b>	<b>Monday</b>
<b>December 21</b>	<b>Monday</b>

**\*Subject to revisions and the calling of special meetings.**

## HOLIDAYS AND SPECIAL DATES

# E.2

2020

<b>Wednesday, January 1st</b>	<b>New Year's Day/Holiday</b>
<b>Monday, January 20th</b>	<b>Martin Luther King, Jr. Day/Holiday</b>
<b>Monday, February 17th</b>	<b>Presidents' Day/Holiday</b>
<b>Friday, April 10th</b>	<b>Good Friday/Close at Noon*</b>
<b>Monday, April 20th</b>	<b>Patriots' Day/Holiday</b>
<b>Tuesday, May 5th</b> <b>Tuesday, May 19th</b>	<b>Spring Annual Town Meeting</b> <b>Annual Town Election</b>
<b>Monday, May 25th</b>	<b>Memorial Day/Holiday</b>
<b>Friday, July 3<sup>rd</sup></b> <b>Saturday, July 4th</b>	<b>Independence Day Observed</b> <b>Independence Day/Holiday</b>
<b>Monday, September 7th</b>	<b>Labor Day/Holiday</b>
<b>Monday, October 12th</b>	<b>Columbus Day/Holiday</b>
<b>Tuesday, October 27th</b>	<b>Fall Annual Town Meeting</b>
<b>Wednesday, November 11th</b>	<b>Veterans Day/Holiday</b>
<b>Thursday, November 26th</b> <b>Friday, November 27th</b>	<b>Thanksgiving Day/Holiday</b> <b>*Holiday</b>
<b>Thursday, December 24<sup>th</sup></b> <b>Friday, December 25th</b>	<b>*Christmas Eve/Holiday</b> <b>Christmas Day/Holiday</b>
<b>Thursday, December 31st</b>	<b>*New Year's Eve</b>
<b>Friday, January 1st</b>	<b>New Year's Day/Holiday</b>

**\*Employees covered by AFL-CIO Contract and Town Personnel By-Laws only.  
(Subject to future Collective Bargaining Agreements)**

## LEASE

### ARTICLE I: PARTIES

This Lease (this "Lease") is entered into on this 24<sup>th</sup> day of August, 2006, by and between the Town of Northbridge, having an address of Northbridge Town Hall, 7 Main Street, Northbridge, MA 01588 ("Landlord"), and Blackstone Valley Vietnam Veterans of United States, a non profit veterans organization, having an address of 875 Hill Street, Whitinsville, MA 01588 ("Tenant").

### ARTICLE II: PREMISES

2.1. Premises and Permitted Use. Landlord does hereby demise and lease unto Tenant a parcel of land with the building known as the Northbridge Center School property, located at 875 Hill Street, Whitinsville, and described in a deed recorded with the Worcester South District Registry of Deeds in Book 3697, Page 510 (the "Premises"). Tenant shall use the Premises as a post for its members, and for all other uses and purposes incidental thereto (the "Permitted Use").

2.2. Condition of the Premises. Tenant acknowledges that it has inspected the Premises and is fully satisfied with the physical condition thereof and agrees to accept possession of the Premises in its "as is" condition.

### ARTICLE III: TERM

The Term of this Lease shall commence on August 24, 2006 (the "Commencement Date"), and terminate on August 24, 2011 (the "Initial Term"). Tenant has the option of extending this Lease for another five (5) year period, until August 24, 2016 (the "Extension Term"), provided that (a) Tenant is not then in default of this Lease, (b) Tenant gives written notice to the Town at least ninety (90) days prior to the expiration of the Initial Term, and (c) Landlord consents to the extension, which consent shall not be unreasonably withheld. Each Lease Year shall commence on August 24 and terminate on August 24 of the subsequent calendar year. The Initial Term and the Extension Term are referred to together as the "Term."

### ARTICLE IV: RENT

4.1 Payment of Rent. Tenant covenants and agrees to pay Landlord, without notice or demand therefore and without any deduction or set-off whatsoever, except as expressly otherwise provided herein, the "Base Rent" and "Additional Rent," as such terms are defined below.

4.2 Base Rent. Tenant shall pay rent to Landlord in the amount of \$1 for each Lease Year during the Term of this Lease (the "Base Rent"), paid in advance on the anniversary of the Commencement Date. Base Rent for the first Lease Year shall be paid on the Commencement Date.

4.3 Additional Rent. Tenant shall also be responsible for any and all taxes, levies, betterments or assessments, fees or charges that are assessed or chargeable during the term of this

Lease in relation to Tenant's use of the Premises. All sums required to be paid by Tenant under this Lease, other than Base Rent, shall be construed and paid as Additional Rent. Additional Rent shall accrue from the Commencement Date and shall be paid when due as reflected in periodic invoices to be sent by Landlord to Tenant. Base Rent and Additional Rent are referred to, together, as "Rent."

4.4. General Rent Provisions. All Rent and other payments required to be made by Tenant to Landlord under this Lease shall be paid and delivered to Landlord at the address set forth above, or at such other place as Landlord may from time to time direct by written notice to Tenant.

4.5. Interest. All payments becoming due under this Lease and not paid when due shall bear interest from the applicable due date until received by Landlord at an annual rate equal to the prime rate of interest charged from time to time by Bank of America or its successor, plus two percent (2%).

4.6. Triple Net Lease. Landlord and Tenant acknowledge and agree that this is an absolute triple net lease, and Tenant shall have the sole responsibility with regard to maintaining the Premises. Accordingly, the Rent hereunder shall be net to Landlord.

#### ARTICLE V: UTILITIES

Tenant shall contract directly with applicable providers for all utility services (including, without limitation, water, gas, and electricity), and pay the bills therefor promptly upon receipt of the same. Landlord shall have no obligation to provide utilities for the Premises. Tenant shall, if requested by Landlord, provide Landlord with evidence of payment of utilities. If Tenant fails to pay the same when due, Landlord shall have the right, but not the obligation to pay the same, and to charge Tenant the costs thereof, which shall be paid promptly by Tenant upon demand. Landlord shall have the same remedies as to nonpayment of utility charges as it has for nonpayment of Rent.

#### ARTICLE VI: MAINTENANCE AND OPERATING COSTS

6.1. Maintenance by Tenant. Tenant shall be responsible, throughout the Term of this Lease and so long thereafter as Tenant is in occupancy of the Premises, for maintaining the Premises in good order and condition, including without limitation, maintaining the interior of the building on the Premises (the "Building"), all operating systems serving the Building (plumbing, electric, boiler, heating, ventilation and air-conditioning), and all structural components of the Building (that is, the Building roof, foundation, subfloors and exterior walls). Tenant shall also be responsible for all costs related to municipal services, including without limitation, water and sewer charges. Tenant shall have sole responsibility for securing the Premises.

If Tenant shall fail to keep the Premises in the condition required herein, or if repairs are required to be made by Tenant pursuant to the terms hereof, within thirty (30) days after notice by Landlord (or without notice in any emergency, immediately threatening life or property),

Landlord shall have the right (but shall not be obligated) to make such repairs, replacements or perform maintenance work or any other work required of Tenant pursuant to this Lease and charge the reasonable cost thereof to Tenant as Additional Rent, with interest.

6.2. Maintenance by Landlord. Landlord shall be responsible for the maintenance of the exterior of the Premises, including the driveways, walkways, sidewalks, entrances and parking areas, and for the removal of snow and ice from the Premises.

## ARTICLE VII: IMPROVEMENTS, ALTERATIONS AND ADDITIONS

7.1. Construction and Leasehold Improvements. Tenant may make non-structural alterations or additions to the Premises without Landlord's prior written consent. Tenant may make structural alterations or additions to the Premises provided Tenant shall first obtain Landlord's prior written consent thereto, which consent shall not be unreasonably withheld. All such allowed or required alterations or additions shall be at Tenant's expense, and shall be in quality at least equal to the present construction.

7.2. Compliance with Laws. Tenant shall procure all necessary permits before undertaking any work on the Premises, including without limitation any structural alterations, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality and shall defend, hold harmless, exonerate and indemnify Landlord from all injury, loss or damage to any person or property occasioned by such work. Tenant shall at all times comply with, to the extent the same are applicable, (i) Massachusetts public bidding laws and all laws, rules, orders and regulations of governmental authorities having jurisdiction thereof, in effect at the time of application for permits for such work; (ii) orders, rules and regulations of any Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions, and governing insurance rating bureaus; and (iii) plans and specifications (which shall be prepared by and at the expense of Tenant and approved by Landlord prior to beginning any work). Tenant agrees to employ responsible contractors for such work and shall cause such contractors to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contractors on or about the Premises in amounts reasonably acceptable to Landlord and agrees to submit certificates evidencing such coverage to Landlord prior to the commencement of and during the continuance of such work.

7.3. Insurance. Contractors engaged by Tenant to perform any work on the Premises shall maintain worker's compensation insurance, liability insurance and automobile liability insurance from the commencement of the work until the completion thereof, as required by law, in amounts reasonably acceptable to Landlord and shall name Landlord as an additional insured party. Prior to the commencement of any work on the Premises, Tenant shall require each contractor to provide Landlord with a copy of the contractor's insurance certificate indicating liability insurance coverage as herein specified, and copies of any approvals, including any building permits, necessary or obtained to conduct said construction. To the extent possible, Tenant shall require the contractors to obtain, for each policy of insurance secured by the contractors, provisions permitting waiver of any claims against Landlord for loss or damage

within the scope of the insurance, and the contractors, for themselves and their insurers, waive all claims against Landlord as to such claims covered by such insurance.

7.4. Liens and Encumbrances. Tenant shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant in connection with work of any character performed at the direction of Tenant and shall cause any such lien to be released of record without cost to Landlord within sixty (60) days of the filing of the lien. Landlord shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Premises or any part thereof, but all such improvements, alterations and repairs shall be done and materials and labor furnished at Tenant's expense, and the laborers and materialmen furnishing labor and materials to the Premises or any part thereof shall release Landlord and the Premises from any liability.

7.5. Ownership of Improvements. All structural alterations and additions made by Tenant shall become the exclusive property of Landlord upon completion. All nonstructural alterations and additions made by Tenant shall remain the exclusive property of Tenant. Tenant may at any time, at its sole option, remove any such nonstructural alteration or addition and restore the Premises to the same conditions as prior to such alteration or addition, reasonable wear and tear and damage by fire or other casualty only excepted.

#### ARTICLE VIII: USE OF PREMISES

8.1. Permitted Use. Tenant shall use the Premises only for the Permitted Use. Tenant shall, at its expense, obtain any and all licenses and permits necessary for such use and comply with all governmental laws, ordinances and regulations applicable to the use of the Premises. Tenant shall not use the Premises in any manner that constitutes a nuisance. Tenant shall not permit the Premises to be used in any way which would, in the opinion of Landlord, be extra-hazardous or which would increase or render void the fire insurance on the Premises.

8.2. Compliance With Applicable Laws. Tenant shall comply with all laws, orders and regulations of federal, state, county and city authorities, and with any of Landlord's rules and regulations which may be set forth in this Lease, applicable to the Premises or to Tenant's use of the Premises.

8.3. Assignment and Subleasing. Tenant shall not assign, sublet, underlet, mortgage, pledge or encumber (collectively referred to as "Transfer") this Lease without Landlord's prior written consent, which consent shall be exercised in Landlord's sole discretion. As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of Tenant's interest in the Lease by operation of law.

8.4. Hazardous Materials. (a) Tenant agrees that it shall not maintain, generate, allow or bring on the Premises or transport or dispose of on or from the Premises (whether through the sewer system or into the ground or by removal off-site or otherwise) any Hazardous Waste, Hazardous Material, Oil or radioactive material, other than commercially reasonable quantities of such materials as are customarily used in the operation of the Permitted Use, provided the same are used, stored, handled, and disposed in accordance with all applicable laws and regulations.

As used herein, the terms "Hazardous Waste", "Hazardous Material", and "Oil" shall be defined "as provided in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time.

(b) Tenant hereby agrees to indemnify and hold harmless Landlord, and those claiming by, through and under Landlord, from and against any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature in any way suffered, incurred, or paid as a result of any release or threatened release of oil or hazardous material as defined under federal, state or local law on or from the Property which is caused by Tenant, its agents, employees, contractors, representatives or licensees. The provisions of this subsection shall survive the expiration or earlier termination of the Lease.

(c) During the Term of this Lease, and for so long as Tenant uses the Premises, Tenant shall adhere to any and all local, state, and federal laws, rules or regulations regarding the production, storage, handling or disposal of oil or hazardous or toxic materials as defined under local, state, or federal law. Any violation of said laws, rules or regulations shall be deemed a material breach of the Lease for which Landlord may terminate the Lease.

(d) Tenant has conducted an inspection of the Premises and is not relying on any representation or information provided by Landlord as to the presence or absence of hazardous materials on the Premise.

#### ARTICLE IX: INDEMNIFICATION; RELEASE

9.1. Indemnification. Tenant shall, during the Term hereof, assume and maintain exclusive control of the Premises and, to the maximum extent this provision may be made effective according to law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, expenses or liability of whatever nature arising from any act, omission or negligence of Tenant, Tenant's contractors, licensees, agents, servants, employees, customers, and invitees, or anyone claiming by, through or under Tenant, or arising, directly or indirectly, from any accident, injury or damage whatsoever, however caused, to any person, or to the property of any person, occurring during the Term of this Lease and, thereafter, so long as Tenant or any occupant claiming under Tenant is in occupancy of any part of the Premises, in or about the Premises, or arising from any accident occurring outside the Premises but within the general area of the Premises, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of Tenant or Tenant's contractors, licensees, agents, servants, employees, customers, or invitees, or anyone claiming by, through or under Tenant.

The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, including attorneys fees, and the defense thereof with counsel acceptable to Landlord or counsel selected by an insurance company which has accepted liability for any such claim.

9.2. Release. To the maximum extent this Lease may be made effective according to law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any injury, loss or damage to Tenant or any other person claiming by, through or under Tenant, or to the fixtures or other personal property of Tenant or any person claiming by, through or under Tenant. Without limitation, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or those claiming by, through or under Tenant, for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, its or their property from the breaking, bursting, stopping or leaking of electric cables and wires, and water, waste, gas or steam pipes.

The provisions of this Article IX shall survive the expiration or earlier termination of the Lease.

#### ARTICLE X: INSURANCE

##### 10.1. Insurance Coverage.

Personal Property. Tenant agrees that Landlord shall have no responsibility or liability for any loss or damage or injury to from any cause whatsoever, including theft or otherwise of fixtures, improvements, or other personal property of Tenant. Tenant agrees that it shall continuously keep its fixtures, merchandise (if any), equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by Tenant insured by reputable, duly licensed insurance companies against loss or damage by fire with the usual extended coverage endorsements

General Requirements. Landlord shall be named as an additional insured on all insurance policies. All required insurance shall be written with such companies qualified to do business in Massachusetts, as Tenant shall select and Landlord shall approve, which approval Landlord agrees not to withhold unreasonably. Certificates of all policies procured by Tenant in compliance with its obligations under this Lease shall be delivered to Landlord prior to Tenant entering upon the Premises for any purpose whatsoever and thereafter at least thirty (30) days prior to the expiration of any such policy. Without limiting Landlord's other rights under any other provisions of this Lease, if Tenant shall fail to keep the Premises insured as provided herein, and if such failure shall continue to a period of ten (10) days following written notice by Landlord to Tenant thereof, then Landlord, without further notice to Tenant, may take out and pay for such insurance, and the amount of such payment shall become due and payable as additional Rent on demand.

Tenant hereby waives any and all rights of recovery which it might otherwise have against the Landlord, its agents, employees and other persons for whom the Landlord may be responsible for any loss or damage to Tenant's property or improvements in the Premises which are either required to be insured under the terms of this Lease or which Tenant, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act or default under the terms of this Lease by Landlord, its agents, employees, contractors, or other persons for whom Landlord may be responsible.

10.4. Landlord's Insurance. Landlord agrees to maintain a policy of insurance upon the Premises, with such deductibles as Landlord deems advisable, insuring against fire and the risks covered by extended coverage endorsements, subject to appropriate co-insurance requirements, but specifically excluding any property of Tenant or fixtures installed by Tenant. Tenant agrees to reimburse Landlord, on demand, for the entire cost of any increases in insurance premiums resulting from Tenant's use of the Premises.

#### ARTICLE XI: CASUALTY; EMINENT DOMAIN

(a) For the purposes of this Article XI, "substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially affect the use of the Premises for the Permitted Purposes.

(b) If a substantial part of the Premises shall be destroyed or damaged by fire or other casualty, or if a substantial part of the Premises shall be taken by any public or quasi-public agency or authority other than Landlord for any public or quasi-public use under governmental law or by right of eminent domain and the taking would materially interfere with the use of the Premises for the purposes for which it is then being used by Tenant, then this Lease shall terminate at the election of either Landlord or Tenant. Any such termination shall be effective thirty (30) days after the date of notice thereof.

(c) If any part of the Premises is damaged by fire or other casualty or is taken by a public authority and this Lease is not terminated by Landlord or Tenant as provided above, Landlord shall proceed with reasonable diligence to repair and restore the Premises, or what remains thereof in the case of a partial taking, to their condition prior to such damage, destruction, or taking.

(d) In the event of a taking by eminent domain, Landlord shall have, and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Premises and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage. Tenant covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's usual trade fixtures installed in the Premises by Tenant at Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by Landlord from the taking authority.

#### ARTICLE XII: TERMINATION; DEFAULT

In the event that:

(a) Tenant shall default in the payment of any installment of Rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice; or

(c) Tenant shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors,

then Landlord shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended, and remove Tenant's effects, without prejudice to any remedies which might be otherwise used for arrears of Rent or other default. If Tenant shall default after reasonable notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be performed or observed by virtue of any of the provisions of any article of this Lease, Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default, including but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred shall be paid to Landlord by Tenant as Additional Rent.

Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease from and after Tenant's default.

### ARTICLE XIII: MISCELLANEOUS

#### 13.1 Changes in Lease

None of the covenants, agreements, provisions, terms and conditions of this Lease shall in any manner be changed, altered, waived or abandoned except by a written instrument signed, sealed and mutually agreed upon by all the parties hereto, and approved as required by law. Such instrument shall not be void for want of consideration.

#### 13.2 Holding Over

If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after the expiration of the term hereof, without any agreement in writing between Landlord and Tenant with respect thereto, prior to acceptance of rent by Landlord, the person remaining in possession shall be deemed a tenant at sufferance. After acceptance of rent by Landlord the person remaining in possession shall be deemed a tenant from month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable to a tenant from month-to-month.

#### 13.3 Yield Up at Termination of Lease

Tenant shall, within thirty (30) days from the expiration or other termination of this Lease, and at its sole cost and expense, remove all its facilities, apparatus, equipment and property from the Premises and deliver the Premises to Landlord in the condition in which Tenant is required to maintain the same as set forth in this Lease (reasonable wear and tear and damage from fire or other casualty excepted), leaving all improvements made to the Premises in good repair, which improvements shall become Landlord's property. This obligation shall survive the termination of this Lease.

#### 13.4 Quiet Enjoyment

Landlord hereby warrants and covenants that Tenant shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of Landlord, or by any other person(s) for whose actions Landlord is legally responsible.

Landlord or its agents may, at reasonable times and without interfering with Tenant's operations, enter the Premises to inspect for compliance with the terms hereof. Landlord shall give Tenant a minimum of twenty-four (24) hours notice for such visits, provided however that Landlord may enter the Premises at any hour and without twenty-four (24) hours notice in the case of an emergency affecting the Premises.

#### 13.5 Severability

If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

#### 13.6 Force Majeure

In any case where either party hereto is required to do any Act, delays caused by or resulting from war, fire, flood or other casualty, unusual regulations, unusually severe weather, or other causes beyond such party's reasonable control shall not be counted in determining the time during which such Act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time," and such time shall be deemed to be extended by the period of the delay.

#### 13.7 Binding Agreement; Covenants and Agreements; Governing Law; Personal Liability

This Lease shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. All covenants, agreements, terms and conditions of this Lease shall be construed as covenants running with the land. This Lease contains the entire agreement of the parties and may not be changed or modified except by a written instrument in accordance with the provisions herein. This Lease shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Lease.

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party to be bound thereby.

No mention in this Lease of any specific right or remedy shall preclude Landlord or Tenant from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

No official, employee or consultant of the Town of Northbridge shall be personally liable to Tenant or any partner thereof, or any successor in interest or person claiming through or under Tenant or any such partner, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Lease or any amendment or extension entered into pursuant hereto.

13.8 Notice

Any notice relating to the Premises or to the occupancy thereof shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to the other party at the addresses listed in Article 1, or at such other addresses as the parties may from time to time designate by written notice to the other party.

IN WITNESS WHEREOF, this Lease has been executed in duplicate by the parties hereto, under seal.

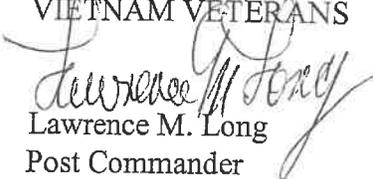
LANDLORD:

TENANT:

TOWN OF NORTHBRIDGE

BLACKSTONE VALLEY  
VIETNAM VETERANS

Charles Ampagoomian Jr.  
Chairman of the Board of Selectmen

  
Lawrence M. Long  
Post Commander

  
Michael J. Coughlin, Jr.  
Town Manager

## **Town Manager's Report for the Period of October 7, 2019 – November 1, 2019**

### **1. Key Meetings Attended:**

- Monday, October 7, 2019 – Attended the Board of Selectmen Meeting.
- Tuesday, October 15, 2019 – Attended the School Building Committee Meeting.
- Wednesday, October 16, 2019 – Attended the BPCC Meeting.
- Thursday, October 17, 2019 – Held a Department Managers Meeting followed by a meeting with the Moderator to prepare for the Fall Annual Town Meeting.
- October 19 – 22, 2019 – International City Managers Association Annual Conference, Nashville, TN.
- Tuesday, October 22, 2019 – Attend the Fall Annual Town Meeting.
- Wednesday, October 23, 2019 – Attended a meeting with NPS staff and Lasell Field Turf design team Activitas.
- Monday, October 28, 2019 – Met Fire Chief White to discuss personnel and operations.
- Monday, October 28, 2019 – Conference Call with the Fire Station Project Team.
- Wednesday, October 30, 2019 – Attended the Building, Planning, Construction Committee Meeting.
- Wednesday, October 30, 2019 – Met with Chairman Athanas.
- Thursday, October 31, 2019 – Met with Selectman Melia.

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 3<sup>rd</sup> party sewer analysis has been completed and forwarded to the OPM for review. Fontaine has submitted the Building Permit application for review. Several sub bids have been reviewed and CM Contracts have been amended accordingly. 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. All abutter issues have been resolved. The School Building Committee meets again on November 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. The BPCC reviewed these components of the study with the project team on October 16, 2019. The BPCC and the design team will be presenting these aspects of the project to the Board of Selectmen at a special meeting on Wednesday, November 20, 2019 in order to get feedback from the Board and public. The team met with the BPCC this past Wednesday, October 30, 2019 to go over the draft presentations. The team is also developing a project web page to be accessed via a link on the Town's website which will contain aspects of the project including existing building conditions, design concepts, reports, etc.
4. **Lasell Field Turf Project:** The BPCC 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 negotiated the terms of the agreement and issued a Notice to Proceed. Activitas has begun ground survey work for base plan preparation and also has had a programming meeting with NPS staff which was held on October 23<sup>rd</sup>. The design team will again be meeting with this working group next week on November 7, 2019. Later this fall they will have meetings/forums on materials alternatives and design concepts.