

**TOWN OF NORTHBRIDGE  
BOARD OF SELECTMEN'S MEETING  
NORTHBRIDGE TOWN HALL  
7 MAIN STREET - WHITINSVILLE, MA 01588  
February 11, 2013 AT 6:30 P.M.**

**PLEDGE OF ALLEGIANCE**

**I. APPROVAL OF MINUTES**

- A. 1) January 28, 2013

**II. PUBLIC HEARINGS**

**III. APPOINTMENTS/RESIGNATIONS:**

**B. By the Town Manager:**

- 1) Paul L'Esperance, Wastewater Treatment Plant Operator in Training/Vote to affirm

**By the Board of Selectmen:**

- 2) Troy Coutu, Jr./Cable Advisory Committee

**IV. CITIZENS' COMMENTS/INPUT**

**V. DECISIONS**

- C. Safety Committee Minutes [January 16, 2013]/Vote to accept recommendations

- D. Northbridge Parent Teacher Association [Katharine Tracy & Alex Rogozenski]/Request to hold the 2nd Annual Northbridge 5K & Family Fun Day, Sunday, May 5, 2013, at 8:30 A.M.

- E. Corner Pizza Enterprises Inc. [Ali Boukioud]/Application for a Common Victualler's License at 125 Church Street, Whitinsville, MA

- F. Donation of Basketball Hoops [Tot Lot area]/Vote to approve

**VI. DISCUSSIONS**

- G. 2013 Election Information/Present: Doreen Cedrone, Town Clerk

- H. Con Edison Net Metering Contract

- I. DPW Facility/Present: Building, Planning & Construction Committee

- J. Storm Update/Present: James Shuris

**VII. TOWN MANAGER'S REPORT**

- K. 1) Emergency Evacuation Plan/Central Mass. Regional Planning Commission

- 2) Cable Contract Negotiations

- 3) Insurance Advisory Committee

- 4) Town Hall Renovations

**VIII. SELECTMEN'S CONCERNS**

**IX. ITEMS FOR FUTURE AGENDA**

**X. CORRESPONDENCE**

**XI. EXECUTIVE SESSION**

- 1) Under M.G.L. Chapter 30A, S21 #3 To discuss strategy with respect to collective bargaining

**Board of Selectmen's Meeting  
January 28, 2013**

A meeting of the Board of Selectmen was called to order by Chairman Nolan at 7:00 PM, Northbridge Town Hall, 7 Main Street, Whitinsville, MA. **Present:** Messrs. Melia, Ampagoomian, Marzec and Athanas. **Also Present:** Theodore D. Kozak, Town Manager.

The Pledge of Allegiance was recited by those present.

**Approval of Minutes. November 26, 2012** –A motion/Mr. Ampagoomian, seconded/Mr. Melia to approve the November 26, 2012 minutes as presented with the readings omitted. Vote yes/Unanimous.

**December 17, 2012** – A motion/Mr. Marzec, seconded/Mr. Ampagoomian to approve the December 17, 2012 minutes as presented with the readings omitted. Vote yes/Unanimous.

**January 7, 2013** –A motion/Mr. Ampagoomian, seconded/Mr. Marzec to approve the January 7, 2013 minutes as presented with the readings omitted. Vote yes/Unanimous.

**Citizens' Comments/Input. None.**

**Spring Annual Town Meeting [May 7, 2013].** A motion/Mr. Ampagoomian, seconded/Mr. Marzec to close the Spring Annual Town Meeting warrant on Friday, March 8, 2013 @ Noon. Vote yes/Unanimous.

**Annual Town Election Warrant [May 21, 2013]. Vote to give notice to the Town Clerk to place vacancies from elected boards on the Town Election Warrant.** A motion/Mr. Ampagoomian, seconded/Mr. Marzec to notify the Town Clerk of the following vacancies and to place said vacancies on the May 21, 2013 Town Election Ballot: Redevelopment Authority: One 2-year term, Redevelopment Authority: One 3-year term, Redevelopment Authority: One 4-year term. Vote yes/Unanimous.

**Ashton Place LLC. R. Gary Bechtholdt, II, Town Planner.** Mr. Bechtholdt mentioned that this would allow the Town a permanent, non-exclusive, drainage easement on a portion of Ashton Place. A motion/Mr. Ampagoomian, seconded/Mr. Melia to accept the Grant of Easements for Ashton Place LLC. Vote yes/Unanimous.

**Operation Graduation [Fred & Maureen Beauregard]/Request approval to hold a Boot Drive at Memorial Square and Ovia Square on Saturday, April 6, 2013 from 9:00 A.M. to 1:00 P.M. [Rain Date: Saturday, April 13, 2013 from 9:00 A.M. to 1:00 P.M.].** A motion/Mr. Melia, seconded/Mr. Athanas to approve Operation Graduation's request to conduct a Boot Drive at Memorial Square and Ovia Square on Saturday, April 6, 2012 from 9:00 AM to 1:00 PM [Rain Date: Saturday, April 13, 2013 from 9:00 A.M. to 1:00 P.M.] subject to the Town's Boot Drive policy and the safety requirements of the Northbridge Police Department. Vote yes/Unanimous.

**Northbridge Education Foundation [Robert Knapik] 1) Request to hold 5K Road Race & Walk, Saturday, March 30, 2013 @ 9:00 A.M. 2) Request permission to hang a banner across Church Street from March 3, 2013 to March 17, 2013 to advertise their race. Present: Robert Knapik.** Mr. Knapik stated that the Northbridge Education Foundation is requesting permission to hold a 5K road race and walk to help raise funds for grants in the next academic year. Mr. Knapik noted that if anyone is interested in keeping the foundation moving ahead to please contact the Northbridge Education foundation. 1) A motion/Mr. Melia, seconded/Mr. Ampagoomian to grant permission to the Northbridge Education Foundation to hold a 5K Road Race & Walk, Saturday, March 30, 2013 @ 9:00 A.M., subject

to the safety requirements of the Police Department. Vote yes/Unanimous. 2) A motion/Mr. Melia, seconded/Mr. Ampagoomian to grant permission to the Northbridge Education Foundation to hang a banner across Church Street from March 3, 2013 to March 17, 2013 to advertise their race. Vote yes/Unanimous.

**Medical Marijuana. Present: R. Gary Bechtholdt, II, Town Planner and Walter Warchol, Chief of Police.** Mr. Bechtholdt mentioned that he facilitated a meeting to discuss the state's medical marijuana law. The meeting included Town Manager Kozak, Walter Warchol, Police Chief, Jeanne Gniadek, Board of Health Administrator, James Sheehan, Building Inspector, and Barbara Gaudette, Chairperson of the Planning Board. The purpose was to discuss how Northbridge would address the newly enacted medical marijuana law at the local level. Mr. Bechtholdt provided a copy of the medical marijuana law (Acts of 2012 Chapter 369) – An Act for the Humanitarian Medical Use of Marijuana to the Board of Selectmen for their review. In addition, he also included a copy of “Frequently Asked Questions” and some documents that were provided by the Department of Public Health. Mr. Bechtholdt informed the Board that the medical marijuana law allows for the establishment of up to 35 dispensaries within the state the first year (with a maximum of 5 per county). Many communities, like Northbridge are currently reviewing their options for zoning changes in preparation for Town Meeting/local adoption. He then mentioned that some municipalities have already revised their zoning bylaw/ordinances to prohibit medical marijuana dispensing sites, while others have considered moratoriums. That being said, all the Department Heads that reviewed the documents at their meeting on January 10, 2013, recommended that the Board of Selectmen sponsor an article for the 2013 Spring Annual Town Meeting [May 7, 2013] to consider a temporary zoning moratorium. This would allow Northbridge the opportunity to review the Department of Public Health's regulations (scheduled to be released May 1, 2013) and to prepare a local zoning bylaw appropriate for the Town of Northbridge. Mr. Bechtholdt informed the Selectmen that Town Counsel provided draft language for a temporary zoning moratorium for Northbridge's consideration. He also mentioned that because the proposed moratorium will be considered a zoning amendment it is important that the Board of Selectmen vote to sponsor the article sooner than later, that way the Planning Board can hold its required public hearing and provide its report and recommendation at Town Meeting. Chief Warchol supports the moratorium but then stated that he is concerned with having dispensaries and potential grow sites in the Town of Northbridge because he feels the crime rate would go up. A motion/Mr. Marzec, seconded/Mr. Ampagoomian to sponsor the moratorium for medical marijuana. Vote yes/Unanimous.

**2013 Preservation Award [Mass. Historical Commission]. Present: R. Gary Bechtholdt, II, Town Planner.** Mr. Bechtholdt mentioned that the Preservation Award for the Mass. Historical Commission is an annual award and noted that both the Planning Office and Planning Board will be providing letters of support for the nomination of Linwood Mill. He asked the Board of Selectmen if they could write a letter of support for the nomination of Linwood Mill as the Planning Board and Planning Office both feel Linwood Mill is worthy of such consideration. A motion/Mr. Melia, seconded/Mr. Ampagoomian to issue a Letter of Support for the Nomination of Linwood Mill. Vote yes/Unanimous.

**Worcester Regional Transit Authority.** Town Manager Kozak mentioned this is just a follow-up from their last meeting to decide whether or not Northbridge should join the Worcester Regional Transit Authority. By joining the Worcester Regional Transit Authority, this would allow regional busing/transportation to Northbridge residents. A motion/Mr. Ampagoomian, seconded/Mr. Marzec to have the Town of Northbridge join the Worcester Regional Transit Authority. Vote yes/Unanimous.

**Donation of Basketball Hoops [Tot Lot area]/Present: John Crawford & Diane Milligan, Director of Student Ministries at Pleasant Street Christian Reformed Church.** Mr. Crawford and Ms. Milligan introduced themselves and advised the Selectmen that they are looking for permission to install a basketball hoop and court adjacent to the tot lot area. Ms. Milligan provided a handout to each of the

Board members for their review. Selectman Marzec asked if the tot lot area was used daily and Ms. Milligan stated that during the day there is activity and then mentioned that the "Head Start Youth Program" uses this area frequently. Selectman Melia asked the Chief of Police if there were any issues with trespassing violations at night and Walter Warchol, Chief of Police stated that the Police Department has received complaints from neighboring residents because of teenagers hanging around late at night and swearing. Chief Warchol then advised that he is concerned with having the basketball court/hoop placed near the tot lot area because it could inhibit the young kids from playing in the tot lot. Mr. Crawford stated that they are trying to make the tot lot area more active, rather than more secluded. He also said they are hoping it will promote a positive environment. Selectman Melia suggested the Selectmen vote their decision on this at a future Board of Selectmen's meeting so they have time to 1) hear from neighbors; and 2) allow the Chief of Police time to search the Police logs to see how many complaints they've received for that area. Town Manager Kozak mentioned that the Playground and Recreation Commission have approved this project and then asked Mr. Crawford who would be installing the basketball hoop. Mr. Crawford responded by saying Rob VanMeter, Highway Superintendent, offered his services and the town's equipment to dig the hole and the rest would be done by volunteers. Town Manager Kozak advised Mr. Crawford to speak with Sharon Susienka at the Town Hall because the volunteers would need to sign a form before they could work on town property.

**Adhoc Committee/Update Open Space & Recreation Plan. Present: R. Gary Bechtholdt, Town Planner.** Mr. Bechtholdt stated that he is looking for the Board of Selectmen to establish an Adhoc Committee specific to the updating of the open space and recreation plan. He is looking for six interested and committed residents to help prepare a very important document for the town. The Planning Office will help facilitate discussions, schedule public workshops and help organize the plan for approval by the State. The Planning Board will also help oversee the process. The process will take about eight to twelve months to update the plan. If anyone would like to be on the Adhoc Committee they should complete a talent bank application and submit it to the Town Manager's Office.

**Town Manager's Report/1) Marine Corps League/Certificate of Appreciation:** Announced that he received a Certificate of Appreciation from the Marine Corps League for hosting a site for the Toys for Tots Program. **2) Roads and Bridges Update:** Sutton Street – Letters requesting right of entry permission and donation of easements were sent to residents on Sutton Street for a second time. A number of residents have granted these donations. We are planning on starting the taking process for those residents who have not responded. Work continues on both the Douglas Road and Ross Rajotte bridge projects. **3) Central Mass Regional Planning Commission Manager's Meeting:** Attended the CMRPC Manager's Meeting in which they discussed joint purchase of DPW supplies and GIS services for towns. **4) Mass. Municipal Association Conference:** Attended the MMA Conference on January 25<sup>th</sup> and 26<sup>th</sup> and went to various workshops and the trade show.

**Selectmen's Concerns. Selectman Melia** 1) Congratulated John Rauth for being named a trustee emeritus after serving on the Board of Trustees for more than 3 decades and as Chairman for more than 18 years. 2) Congratulated the Northbridge Police Department particularly the officers involved who solved the breaking and entering in town. **Selectman Ampagoomian** 1) Town Hall Furnace System – possibility of converting the system to gas. Town Manager Kozak advised that the Town Hall uses gas and oil and that the control went on it. He then mentioned that the town should eventually look into replacing the system for a high efficiency furnace. 2) Asked if someone could look into the possibility of hanging banners in the Rockdale section of town. **Selectman Marzec** 1) Announced that he attended a workshop at the Mass. Municipal Association in Boston and mentioned that the Secretary of the Department Of Transportation stated that 12 bridge projects were completed. He was wondering why they can't expedite the Ross Rajotte bridge project. 2) Asked about looking into tractor equipment. 3) Balmer School needs to be looked at. 4) DPW Facility Project – would like to get a meeting set up to discuss what went wrong and how can we move this project forward.

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

**Meeting Adjourned: 8:00 P.M.**

**Respectfully submitted,**

**James Athanas, Clerk**

**/dmg**

B. 1.



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

Theodore D. Kozak  
Town Manager

February 6, 2013

Mr. Paul L'Esperance  
4-B Grafton Street  
Millbury, MA 01527

Dear Paul:

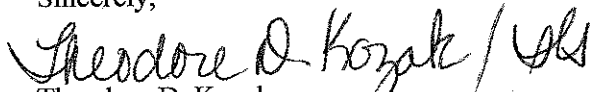
Once again, I am pleased to inform you that you have been selected for appointment to the position of Wastewater Treatment Plant Operator in Training with the Town of Northbridge Department of Public Works Sewer Division effective Tuesday, February 12, 2013. As I told you in my previous letter that upon confirmation of your passing a background check [CORI], a DOT physical, and a DOT drug/alcohol screen test, you would be scheduled to appear before the Select Board for affirmation of this appointment. Therefore, please plan to attend the Monday, February 11, 2013 Board of Selectmen's meeting at 7PM at the Northbridge Town Hall with Mark Kuras, Sewer Superintendent.

The position is full-time (40 hours per week), Grade W-2S, Step 1, with a beginning salary of \$18.66 per hour, and is subject to the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES [AFSCME] Union Contract.

In accordance with Section 4-2 of the Northbridge Town Charter, "such appointment shall become effective on the fifteenth day following the day on which notice of the appointment is filed with the Board of Selectmen, unless the Board of Selectmen shall within that period by a majority of all of its members vote to reject such appointment, or has sooner voted to affirm it."

On behalf of the Town of Northbridge, I welcome you and wish you much success in your new position.

Sincerely,

  
Theodore D. Kozak  
Town Manager

TDK/sls

c: Board of Selectmen  
James Shuris, DPW Director  
Mark Kuras, Sewer Superintendent

1/28/13 SC: Cable Adv ✓  
B.2.

TALENT BANK APPLICATION

RECEIVED

please return to:

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

JAN 28 2013

Northbridge Town Manager

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

yes, per Town Clerk's office

Date: 1/10/12

Name Troy Couth Jr.

P. O. Box \_\_\_\_\_

Home Address 692 Linwood Ave. #8

Email Address Aytre31415@gmail.com

Telephone 508-234-2484

Cell N/A

Business \_\_\_\_\_

Address \_\_\_\_\_ Tel. \_\_\_\_\_

Current Occupation/Title Assistant Director at NCTV11

Education BVT Blackstone valley Tech - Graduated in Business

Governmental, Civic & Community Activities N/A

Charitable & Educational Activities N/A

Town Committees or Offices N/A

I am interested in the following Committees: Cable Advisory Board

Please indicate whether the applicant and/or any family members are employed by the Town of Northbridge. No

NAME: TROY COUTO

PRECINCT# 1

TOWN OF NORTHBRIDGE

**COMMITTEE INTEREST** (Indicate Committee preference)

- |                         |    |
|-------------------------|----|
| 1. Cable Advisory Board | 4. |
| 2.                      | 5. |
| 3.                      | 6. |

April 2012 - Present NCTV11

Present interest or business affiliation (dates, places)

June 2011 - April 2012 NCTV11

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

Computers and Broadcast (IT Specialist)

Special skills and education (be specific)

NCTV 11 work keeps me versed on cable

How experience relates to particular committee interest

Thank you for your consideration.

ADDITIONAL COMMENTS:

Mail completed form to:

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





WALTER J. WARCHOL  
CHIEF OF POLICE

# TOWN OF NORTHBRIDGE DEPARTMENT OF POLICE

1 HOPE STREET, WHITINSVILLE, MA 01588  
www.northbridgepolice.com  
TEL (508) 234-6211 • FAX (508) 234-9021



TIMOTHY LABRIE  
LIEUTENANT

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

RECEIVED

Wednesday –January 16, 2013

JAN 25 2013

Northbridge Town Manager

**Delwyn Barnes Drive** –Request to turn on streetlight (Major Lizette Welch, USMC)  
**Brian Circle** –Request to turn off streetlight (Eric Costanza)  
**Taft Street** –Request to turn on streetlight (Diane Miller)  
**4 North Main Street** –Site plan review (Michael Weaver, PE –Guerriere & Halnon, Inc)  
**Sexual Harassment Policy** –Annual distribution of policy  
**School Street / Providence Road** –Installation of stop sign (George Murray)  
**Quaker Street & Allyn Drive** –Streetlight (Peter Bedigian)

Dear Board Members,

The Northbridge Safety Committee met on Wednesday, January 16, 2013 in the Police Station Conference Room. The following members were present: Chief Nestor, Chief Warchol, George Murray, Gary Bechtholdt, Peter Bedigian, and James Shuris. Julie Gawlak was absent. Michael Weaver, PE (Guerriere & Halnon, Inc) and Robert Cherrier (4 North Main Street) were also in attendance.

Chief Nestor reviewed meeting minutes of September 19, 2012.

*A motion was made by Chief Warchol and seconded by Peter Bedigian to accept the minutes of the September 19, 2012 meeting; the vote was unanimous (6-0).*

The following items were discussed and are being forwarded to the Board of Selectmen as recommendations of the Safety Committee.

## CORRESPONDENCE:

- Chief Nestor read memorandum dated October 04, 2012 from Sharon Susienka, Exec. Asst. to the Town Manager stating that on October 01, 2012 the Board of Selectmen accepted the meeting minutes (recommendations) of the 09/19/2012 Safety Committee.

### Delwyn Barnes Drive –Request to turn on streetlight (Major Lizette Welch)

Chief Nestor read email communication received October 23, 2012 from Major Lizette Welch, USMC concerning request to turn back on two streetlights on Delwyn Barnes Drive. Chief Warchol indicated he visited the site earlier in the week; both lights (locations) fall within the Selectmen's Streetlight Policy and

should be turned on. Mr. Bedigian agreed noting the town has well established policy guidelines. Mr. Shuris read excerpt from the town's streetlight policy. Chief Warchol explained one of the poles has extensive vegetative growth which may also need to be addressed.

*Upon motion duly made (Murray) and seconded (Shuris) the Safety Committee voted unanimous (6-0) to recommend poles 1 & 2 be turned back on as they satisfy the criteria as outline in the Board of Selectmen's Streetlight Policy.*

Mr. Shuris will advise Nation Grid accordingly, upon the acceptance by the Board of Selectmen.

**Brian Circle –Request to turnoff streetlight (Eric Costanza)**

Chief Nestor read email communication received November 07, 2012 from Eric Costanza requesting the streetlight at the end of Brian Circle (cul-de-sac) be turned off due to bright light shining into bedroom window (neighbors request). Mr. Murray suggested if the streetlight meets the policy the light should remain on.

*Upon motion duly made (Murray) and seconded (Bechtholdt) the Safety Committee voted 5-0-1 [Bedigian not present during discussion] to recommend the streetlight at the end of Brian Circle remain on as provided for in the Board of Selectmen's Streetlight Policy.*

Reference is made to email communication from Lisa Gaylord, Police Dispatcher to Linda Skillen sent October 15, 2011.

**Taft Street –Request to turn on streetlight (Diane Miller)**

Chief Nestor reviewed with the Committee Police Log from December 03, 2012 (call no. 12-16637) –Diane Miller, owner of 15 Taft Street requesting streetlight (behind her property) be turned back on; since light was turned off (Pole # 1 McBride Street –in 2008) people have been dumping furniture, boxes, trash, etc. in the parking lot behind her building. Chief Warchol suggested property owner may want to install lighting to secure private property. Mr. Bedigian agreed noting streetlight does not meet the town's streetlight policy.

*Upon motion duly made (Warchol) and seconded (Murray) the Safety Committee voted unanimous (6-0) to recommend the Board of Selectmen deny request to turn on streetlight as said location does not meet the criteria established by the town.*

Safety Committee recommends property owner install lights on private property and to alert the Police Department regarding illegal dumping.

**4 North Main Street –Site plan review (Michael Weaver, PE –Guerriere & Halnon, Inc)**

Michael Weaver, PE (Guerriere & Halnon, Inc), on behalf of Robert Cherrier, applicant reviewed with the Safety Committee site plan for 4 North Main Street -proposed automotive garage, convenience store & gas station to be located at the corner of Main Street and Arcade Street -intersection of Main Street and North Main Street. The subject property is identified as Assessor Map 6A Parcel 29; consisting of ±0.73 acres and is located within the Business-Two Zoning District.

Mr. Weaver provided an overview of the locus area (corner of Main, North Main & Arcade Street) and the existing site conditions. Mr. Weaver noted comments received to date (Planning and Building departments) and the request from the Planning Board to prepare a Traffic Study.

Mr. Weaver reviewed with the Committee proposed curb cuts on Main Street, North Main Street and Arcade Street; reviewing interior circulation and turning moving in and around the site. Mr. Weaver then reviewed existing edge of pavement and sidewalk location along Arcade Street, noting the existing utility pole on Arcade Street would be incorporated into a grass strip approximately 8-feet out of the travel way. Mr. Weaver reviewed with the Committee the width of the travel way along Arcade Street; 20-feet wide at existing sidewalk location (rear of property), 22-feet at the location of the utility pole, 22-feet wide between proposed curb cuts near gas pumps, and 30-feet at the intersection of Arcade Street and Main.

Mr. Weaver explained as part of the site improvements the existing sidewalk along Arcade Street will be formalized with a grass strip and curbing, where currently the sidewalk is undefined and blends with the travel lane. Mr. Shuris agreed formalizing the sidewalk along Arcade Street will be an improvement however expressed concerns with plowing and potential windrows, noting this will be monitored and the owner needs to work with the town regarding this concern. Mr. Weaver added after large storm events snow will be removed offsite.

Mr. Bedigian inquired about the planned hours of operation (Monday – Saturday 6AM to 10PM and Sundays 7AM to 9PM). Mr. Bedigian asked about site lighting; in addition to some wall mounted, lights will be installed at the entrance/exits as well as under the canopy (gas pumps).

Committee members reviewed turning movements in and out of the site; suggesting certain proposed driveways (Main Street and North Main Street) may need to be restricted. Mr. Weaver, in referencing a colored photo-board depicting subject property approach along Main Street, illustrated proposed curb cut on Main Street. Mr. Weaver placed orange stakes along Main Street showing proposed access/egress locations. Mr. Bedigian commented on the proximity to North Main Street. Mr. Weaver noted since submittal the site plan for review they have considered modifying the proposed curb cut on Main Street, restricting access/egress to right turns only. Mr. Murray and Mr. Bedigian each expressed concerns of traffic flows onto North Main Street. Chief Nestor noted that he understands the turning movements required for the gas tanker trucks and is agreeable to its proposed circulation. Chief Warchol stated he was in favor of restricting access on Main Street; safer egress from Arcade Street. Mr. Murray stressed the importance of signage directing vehicular traffic (in/out) as well as pedestrian movement (sidewalk along Arcade Street), suggesting signage similar to those installed at UniBank (drive-thru exits) alerting vehicles of pedestrians utilizing sidewalk along Arcade Street. Mr. Bedigian noted he was in favor of changes/improvements discussed. Mr. Shuris agrees with revised traffic flows as discussed.

Chief Nestor noted proposed gas station (installation of underground storage tanks) will require a permit/license from the Board of Selectmen (two 15,000 gallon storage tanks).

Upon motion duly made (Murray) and seconded (Shuris) the Safety Committee voted unanimous (6-0) to recommend site plan layout with (a.) entrance only on Main Street; (b.) right-turn only from North Main Street; (c.) extending sidewalk along Arcade Street; (d.) installing signage (turning movements -in and out of site); (d.) installing signage alerting vehicles of pedestrian traffic along Arcade Street sidewalk.

January 16, 2013

Reference is made to Northbridge Planning Board Review Report Form dated December 17, 2012 containing site plan application and site development plans entitled "4 North Main Street" prepared by Guerriere & Halnon, Inc dated December 03, 2012.

**Sexual Harassment Policy –Annual distribution of policy**

Chief Nestor distributed copies of the town's Sexual Harassment Policy to members of the Safety Committee.

**School Street / Providence Road –Installation of stop sign (George Murray)**

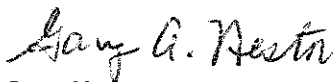
Mr. Murray asked the Committee to consider at a future meeting the review and consideration of improvements to the School Street/Providence Road (Rt 122) intersection in Rockdale. Mr. Shuris agreed, noting the intersection which also includes Sutton Street and Upton Street needs to be looked at, and in fact he is currently working with CMRPC (regional planning agency) on a pavement markings plan specific to this intersection. Mr. Shuris depicted a conceptual layout on the whiteboard, adding because the intersections include Route 122 (Providence Road) any proposed improvements will need to be coordinated with the state. Chief Warchol questioned if the state could review area as part of the Sutton Street project; Mr. Shuris indicated this would likely be a separate project. Mr. Shuris will communicate with MassDOT and get back to the Safety Committee.

**Quaker Street & Allyn Drive –Streetlight (Peter Bedigian)**

Mr. Bedigian indicated he was approached by a resident expressing concern with the lack of lighting at the intersection of Quaker Street and Allyn Drive; given the high volume of traffic and location. Chief Warchol suggested streetlight may satisfy the town's policy however will need to review. The Safety Committee agreed to take under advisement and may consider request at a future meeting.

Having no other business the Northbridge Safety Committee adjourned its meeting of January 16, 2013 at or about 11:15 AM.

Very truly yours,



Gary Nestor  
Chairman Safety Committee  
Northbridge Fire Chief

/rgb

Cc: Northbridge Town Clerk  
Northbridge Town Manager  
Lt. Timothy Labrie  
Major Lizette Welch, USMC  
Eric Costanza, Brian Circle  
Diane Miller, Taft Street  
Michael Weaver, Guerriere & Halnon, Inc

7

Alex Ragozinski 774-272-1767 alex@miraculithisport.com

Proposal of race routes for PTA event on Sunday May 5<sup>th</sup>, 2013

Races to include:

- 1) Duathlon (run 1.5 mile, bike 9 mile, run 2 mile) -- start time 8:30am (longest participant is estimated 2 hours to complete, fastest under 60 min)
- 2) 5k (run 3.1 mile) -- start time 10:30am (longest participant is estimated 1 hour to complete, fastest 25 min)
- 3) Kids run (approx. 0.1 miles on Balmer School grounds) - start time 11:30am
- 4) Kids duathlon (run 0.2 miles, bike 0.5 miles, run 0.1 miles all on Balmer school grounds) -- start time 11:45

All events will be sanctioned (and insured) by and through the sport's governing bodies, which requires the compliance to all local government and authorities, including police, fire/EMT, DPW, etc to ensure the safety of all participants.

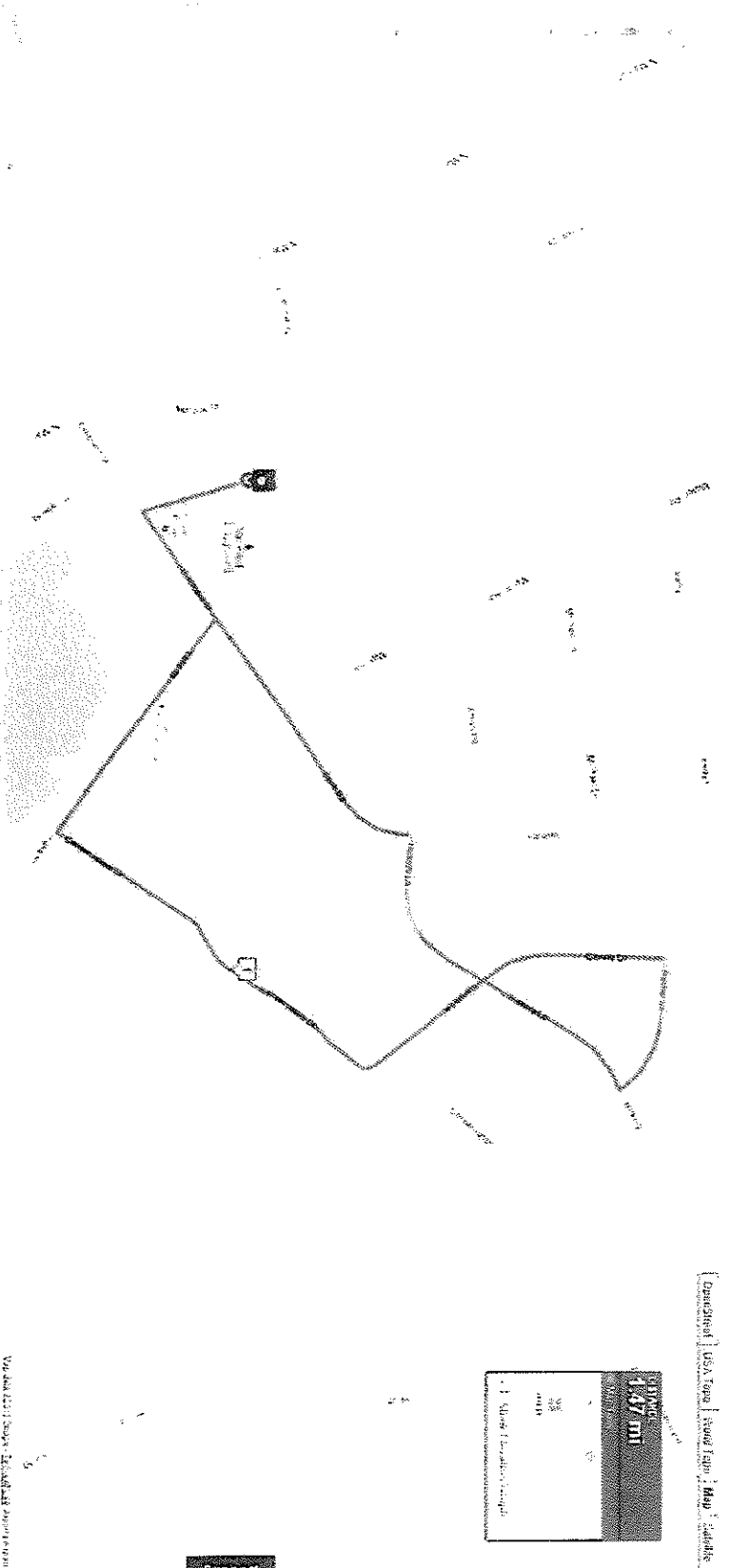
FEB 01 2013

TRAINING FOR BOSTON  
Join City Sports and add to your  
LONG TRAINING RUNS  
Every Sunday from City Sports Website



CITY  
SPORTS  
odds  
Click for more info and to sign up!

Create quick workout maps to save, post and share. Check out the Run's Recommended Index!



Duathlon Run 1: 1.5 miles

- start at Balmor School
- left on Crescent, through stop sign and up Swift
- right on Hickory
- left on Carole
- right on Rachel
- left on Carole
- right on Conservation
- left on Lake
- right on Crescent
- turn back into Balmor School

Through 100' Street elevation with grades

View data for this Run: [View Data](#) [View Data](#) [View Data](#) [View Data](#) [View Data](#) [View Data](#) [View Data](#) [View Data](#) [View Data](#) [View Data](#)

Support



TRAINING FOR BOSTON  
Join City Sports and receive for you  
LONG TRAINING RUNS  
Every Monday from City Sports Website!



CITY  
SPORTS  
addas  
Click for more info and to sign up!

Create quick workout maps to save, print and share. Check out the Route Recommendation map!



Duathlon Run1: 2 miles

- leave Balmer School
- left on Crescent and through stop sign
- right on Mason
- right on Walker
- Turnaround on Walker near Swift
- Return back to Balmer School

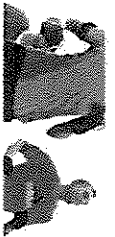
Everywhere Show elevation with guides

View and buy 1000's of maps at mapmyrun.com

Support



**TRAINING FOR BOSTON?**  
Join City Sports and add to your  
**LONG TRAINING RUNS**  
Every Sunday from City Sports Wellesley



**CITY SPORTS**  
add to  
Click for more info and to sign up!

mapmyrun

Home

Maps

Train

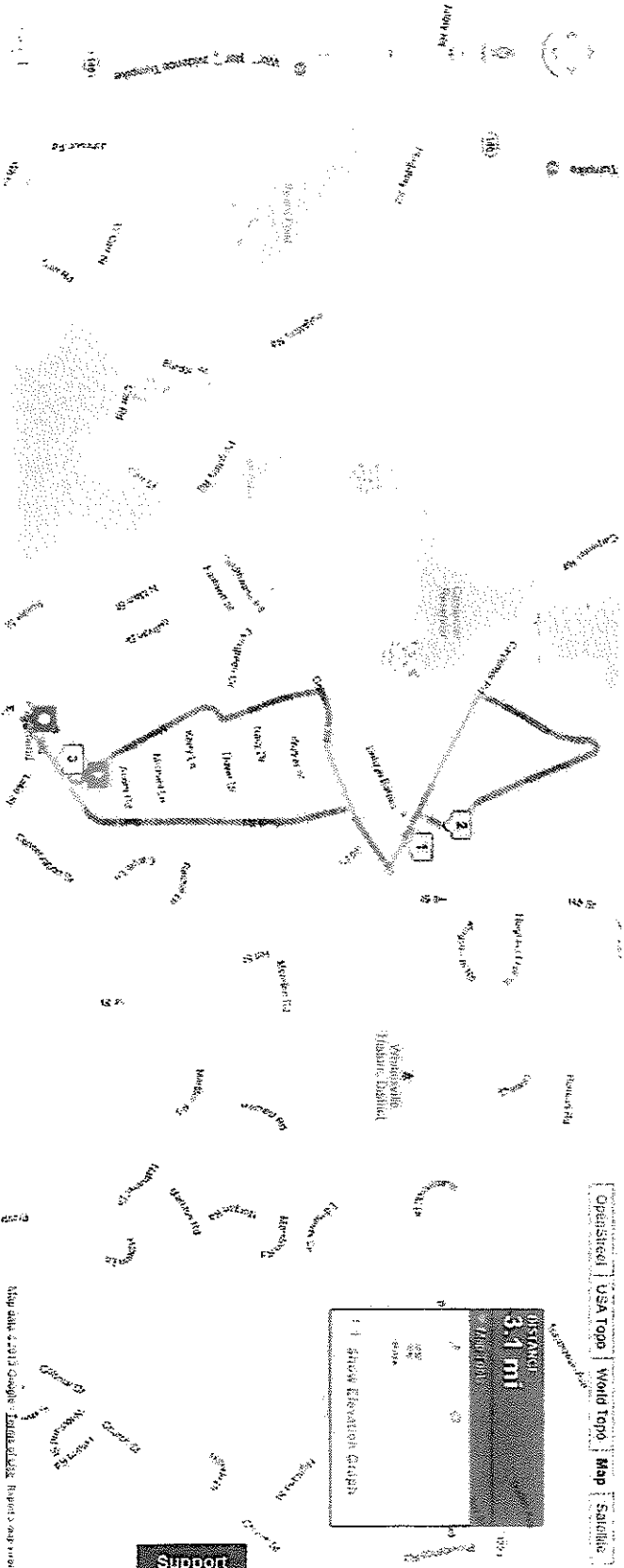
Community

Tools

MVP's

Map it

Create quick custom maps to save, print and share! (Check out the Route Recommender today!)



5k Run (same route as 2012 race)

- Start on Mason near Swift
- Go up Mason, then right on Goldthwaite
- Left on Carpenter
- Right on Shannon
- Left on Samuel
- Right on Goldthwaite
- Left on Swift
- Finish at Balmer School

**Donna Gosselin**

---

DRW's  
response  
2/14/12

**From:** James Shuris [jshuris@northbridgemass.org]  
**Sent:** Monday, February 04, 2013 11:28 AM  
**To:** James Shuris; dgosselin@northbridgemass.org; arogozenski@gmail.com  
**Subject:** RE: New Years Day road race

Donna:

Alex (the applicant) dropped-off the details to my office today and I find the proposed event mapping acceptable and without comments.

You have my approval to move forward.

Jim Shuris

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

**From:** James Shuris [mailto:jshuris@northbridgemass.org]  
**Sent:** Thursday, January 31, 2013 3:09 PM  
**To:** 'dgosselin@northbridgemass.org'  
**Subject:** RE: New Years Day road race

Donna:

The applicant will provide details to me and Chief Warchol next week (see below). Therefore, I must wait for these details before providing comments.

Jim Shuris

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

**From:** Donna Gosselin [mailto:dgosselin@northbridgemass.org]  
**Sent:** Wednesday, January 30, 2013 3:20 PM  
**To:** James Shuris; wwarchol@northbridgemass.org  
**Subject:** FW: New Years Day road race

Hi Chief and Jim - Could you please provide me with your response on this request (by February 4th). Please see below. Thank you.

Donna

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

**From:** Sharon Susienka [mailto:ssusienka@northbridgemass.org]  
**Sent:** Wednesday, January 30, 2013 3:03 PM  
**To:** dgosselin@northbridgemass.org  
**Subject:** FW: New Years Day road race

Please handle.

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

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

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

Police  
Chief's  
response

**Donna Gosselin**

---

**From:** Walter Warchol [wwarchol@northbridgemass.org]  
**Sent:** Tuesday, February 05, 2013 8:20 AM  
**To:** dgosselin@northbridgemass.org  
**Subject:** RE: New Years Day road race

Donna

I spoke to Alex Rogazensla about the May 5 road race and according to how he explained the race routes, I believe they will be all set except for one location and we have worked out the details.

Chief Warchol

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

**From:** Donna Gosselin [mailto:dgosselin@northbridgemass.org]  
**Sent:** Monday, February 04, 2013 11:46 AM  
**To:** wwarchol@northbridgemass.org  
**Subject:** FW: New Years Day road race

FYI

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

**From:** James Shuris [mailto:jshuris@northbridgemass.org]  
**Sent:** Monday, February 04, 2013 11:38 AM  
**To:** James Shuris; dgosselin@northbridgemass.org; arogozenski@gmail.com  
**Subject:** RE: New Years Day road race

Donna:

As requested, attached please find a maps/narratives for the road race.

Jim Shuris

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

**From:** James Shuris [mailto:jshuris@northbridgemass.org]  
**Sent:** Monday, February 04, 2013 11:28 AM  
**To:** 'jshuris@northbridgemass.org'; 'dgosselin@northbridgemass.org'; 'arogozenski@gmail.com'  
**Subject:** RE: New Years Day road race

Donna:

Alex (the applicant) dropped-off the details to my office today and I find the proposed event mapping acceptable and without comments.

You have my approval to move forward.

Jim Shuris

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

**From:** James Shuris [mailto:jshuris@northbridgemass.org]  
**Sent:** Thursday, January 31, 2013 3:09 PM  
**To:** 'dgosselin@northbridgemass.org'  
**Subject:** RE: New Years Day road race

Northbridge Public Schools  
Whitinsville, MA 01588

School Facility Use Release

I, Katharine L Tracy - Northbridge PTA  
(Please Print)

understand and agree that, in consideration for being granted access to and the use of the property and facilities of the Northbridge Public School District, I assume any and all risk with respect to such access and use, and hereby release said Town of Northbridge and the Northbridge Public School District, its representatives, agents, servants and employees from liability for any injuries sustained or damage incurred in the course of such access and use resulting from any cause whatsoever which may be sustained.

Katharine L Tracy  
Signature

Dated: 1-7-13

For Official Use

(approve) (disapprove) this application. [Signature]  
Principal and/or Director of Operations

Date received: 1/14/13

Date answered: 1/14/13

Permit #: 2468

E.  
Phone: 508 298 8959

**THE COMMONWEALTH OF MASSACHUSETTS**

**TOWN OF NORTHBRIDGE**

**APPLICATION FOR LICENSE**

(GENERAL)

**TO THE LICENSING AUTHORITIES:**

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

CORNER PIZZA ENTERPRISES INC

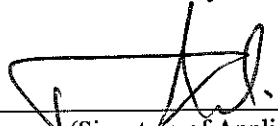
STATE CLEARLY PURPOSE FOR WHICH LICENSE IS REQUESTED: [Common Victualler]

TO: prepare and serve Food on the premises.

GIVE LOCATION BY STREET AND NUMBER:

AT: 125 church STREET

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

  
(Signature of Applicant)

Print Name: ALI Boukioud

Address: 12 church st

City: Nxb Ridge,

State, Zip: MA 01569

Received: \_\_\_\_\_  
(Date) (Time)

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

**BOARD OF SELECTMEN  
LICENSE ROUTING SLIP**

**Business:** *Corner Pizza Enterprises Inc.*

**Applicant:** *Ali Boukioud*

**Address:** *125 Church Street, Whitinsville, MA 01588*

**New/Renewal/Transfer:** *New*

**License Type:** *Common Victualler*

**DEPARTMENT:** \_\_\_\_\_ **COMMENTS:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_  
**PLANNING:**

**POLICE:**

*NO ISSUES*

*W. J. Waulleaf*

**FIRE:**

**BUILDING/ZONING:**

**CONSERVATION:**

**HEALTH:**

Water

Trash

Other

**ASSESSORS:**

**TREASURER/COLLECTOR:**

Excise

Personal property

Real estate

Water / Sewer

Other

*Please sign off and return the slip to Donna in the Town Manager's Office or offer comments via email to [dgosselin@northbridgemass.org](mailto:dgosselin@northbridgemass.org). Thanks!!*

**BOARD OF SELECTMEN  
LICENSE ROUTING SLIP**

**Business:** *Corner Pizza Enterprises Inc.*

**Applicant:** *Ali Boukioud*

**Address:** *125 CHURCH STREET, WHITINSVILLE, MA 01588*

**New/Renewal/Transfer:** *New*

**License Type:** *Common Victualler*

**DEPARTMENT:** \_\_\_\_\_ **COMMENTS:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_  
**PLANNING:** \_\_\_\_\_

\_\_\_\_\_  
**POLICE:** \_\_\_\_\_

\_\_\_\_\_  
**FIRE:** \_\_\_\_\_

\_\_\_\_\_  
**BUILDING/ZONING:** \_\_\_\_\_

\_\_\_\_\_  
**CONSERVATION:** \_\_\_\_\_

\_\_\_\_\_  
**HEALTH:**

Applicant is in compliance with health regulations governing food service establishments.

Jeanne M. Gniadek  
Board of Health Administrator  
February 1, 2013

\_\_\_\_\_  
**ASSESSORS:** \_\_\_\_\_

\_\_\_\_\_  
**TREASURER/COLLECTOR:**

Excise	Water / Sewer
Personal property	Other
Real estate	

*Please sign off and return the slip Donna in the Town Manager's Office or offer comments via email to [dgosselin@northbridgema.org](mailto:dgosselin@northbridgema.org). Thanks!!*

**BOARD OF SELECTMEN  
LICENSE ROUTING SLIP**

**Business:** *Corner Pizza Enterprises Inc.*

**Applicant:** *Ali Boukioud*

**Address:** *125 Church Street, Whitinsville, MA 01588*

**New/Renewal/Transfer:** *New*

**License Type:** *Common Victualler*

**DEPARTMENT:**

**COMMENTS:**

**SIGNATURE:**

**PLANNING:**

*N/A - Per BIRG INSP.  
02.04.13*

*R. J. [Signature]*

**POLICE:**

**FIRE:**

**BUILDING/ZONING:**

**CONSERVATION:**

**HEALTH:**

Water

Trash

Other

**ASSESSORS:**

**TREASURER/COLLECTOR:**

Excise

Personal property

Real estate

Water / Sewer

Other

*Please sign off and return the slip to Donna in the Town Manager's Office or  
offer comments via email to [dgosselin@northbridgemass.org](mailto:dgosselin@northbridgemass.org). Thanks!!*



**BOARD OF SELECTMEN  
LICENSE ROUTING SLIP**

**Business:** *Corner Pizza Enterprises Inc.*

**Applicant:** *Ali Boukioud*

**Address:** *125 Church Street, Whitinsville, MA 01588*

**New/Renewal/Transfer:** *New*

**License Type:** *Common Victualler*

**DEPARTMENT:**  
**PLANNING:**

**COMMENTS:**

**SIGNATURE:**

**POLICE:**

**FIRE:**

**BUILDING/ZONING:**

**CONSERVATION:**

**HEALTH:**

Water

Trash

Other

**ASSESSORS:**

*Kimberly A. Targueau*

**TREASURER/COLLECTOR:**

Excise ☐

Personal property \$56.72

Real estate ☐

Water / Sewer \$0

Other

*Please sign off and return the slip to Donna in the Town Manager's Office or offer comments via email to [dgosselin@northbridgema.org](mailto:dgosselin@northbridgema.org). Thanks!!*

**BOARD OF SELECTMEN  
LICENSE ROUTING SLIP**

**Business:** *Corner Pizza Enterprises Inc.*

**Applicant:** *Ali Boukioud*

**Address:** *125 Church Street, Whitinsville, MA 01588*

**New/Renewal/Transfer:** *New*

**License Type:** *Common Victualler*

**DEPARTMENT:** \_\_\_\_\_ **COMMENTS:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_  
**PLANNING:**

**POLICE:**

**FIRE:**

*Fire Department has no concerns at this*  
*GAN 2/05/13*

**BUILDING/ZONING:**

**CONSERVATION:**

**HEALTH:**

Water

Trash

Other

**ASSESSORS:**

**TREASURER/COLLECTOR:**

Excise

Personal property

Real estate

Water / Sewer

Other

*Please sign off and return the slip to Donna in the Town Manager's Office or  
offer comments via email to [dgosselin@northbridgema.org](mailto:dgosselin@northbridgema.org). Thanks!!*

**BOARD OF SELECTMEN  
LICENSE ROUTING SLIP**

**Business:** *Corner Pizza Enterprises Inc.*

**Applicant:** *Ali Boukioud*

**Address:** *125 Church Street, Whitinsville, MA 01588*

**New/Renewal/Transfer:** *New*

**License Type:** *Common Victualler*

**DEPARTMENT:**

**COMMENTS:**

**SIGNATURE:**

**PLANNING:**

**POLICE:**

**FIRE:**

**BUILDING/ZONING:**

*N/A*

*Terry Bradley (bak)*

**CONSERVATION:**

**HEALTH:**

Water

Trash

Other

**ASSESSORS:**

**TREASURER/COLLECTOR:**

Excise

Personal property

Real estate

Water / Sewer

Other

*Please sign off and return the slip to Donna in the Town Manager's Office or offer comments via email to [dgosselin@northbridgema.org](mailto:dgosselin@northbridgema.org). Thanks!!*

**BOARD OF SELECTMEN  
LICENSE ROUTING SLIP**

**Business:** *Corner Pizza Enterprises Inc.*

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**Address:** *125 Church Street, Whitinsville, MA 01588*

**New/Renewal/Transfer:** *New*

**License Type:** *Common Victualler*

**DEPARTMENT:**  
**PLANNING:**

**COMMENTS:**

**SIGNATURE:**

**POLICE:**

**FIRE:**

**BUILDING/ZONING:**

*3-5-13* *Approved Subject*  
*To occupancy*

*J. J. Healy*

**CONSERVATION:**

**HEALTH:**

Water

Trash

Other

**ASSESSORS:**

**TREASURER/COLLECTOR:**

Excise

Personal property

Real estate

Water / Sewer

Other

*Please sign off and return the slip to Donna in the Town Manager's Office or offer comments via email to [dgosselin@northbridgema.org](mailto:dgosselin@northbridgema.org). Thanks!!*

Proposed basketball hoop site adjacent to "Tot Lot" playground



Current "Tot Lot" no trespassing policy



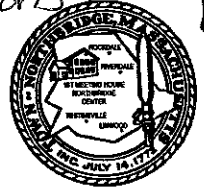


WALTER J. WARCHOL  
CHIEF OF POLICE

TOWN OF NORTHBRIDGE  
DEPARTMENT OF POLICE

1 HOPE STREET, WHITINSVILLE, MA 01588  
www.northbridgepolice.com  
TEL (508) 234-6211 • FAX (508) 234-9021

BOS Agenda 2/11/13  
(decisions) F.



TIMOTHY LABRIE  
LIEUTENANT

RECEIVED

FEB 04 2013


Northbridge Town Manager

To: Theodore Kozak, Town Manager  
From: Walter J. Warchol, Chief of Police *wjw*  
Subject: Pleasant Street Parking Lot  
Date: February 4, 2013

The Northbridge Police Department checked the daily log reports for the period beginning January 1, 2012 and ending December 31, 2012 for loitering and disturbance calls at the Pleasant Street Christian Reform Church and/or the parking lot adjacent to the Pleasant Street Christian Reform Church.

There were 25 separate incidents involving complaints of vandalism, noise or disturbance calls during this time period. The majority of these calls occurred in the evening hours. The locations of the calls are listed as the Pleasant Street Church – Pleasant Street on the daily log. However, it is impossible to determine if the young people involved in these incidents were part of the youth group attached to the Christian Reform Church or other youths passing through or congregating in the area.

If you require additional information, please contact me.

TO: Board of Selectmen  
 FROM: Doreen A. Cedrone, Town Clerk   
 DATE: February 6, 2013  
 SUBJECT: Changing the date of our May 21st Annual Town Election to coincide with the April 30th Special State Primary

Recently, the State's elections division filed legislation to allow municipalities to change the date of their municipal election to coincide with the special primary or special election, if the municipal election is already scheduled to be within 30 days of either the primary (April 30<sup>th</sup>) or final election (June 25<sup>th</sup>).

- **2013 Election and Town Meeting information for Northbridge:**

Special Primary (for US Senate):	April 30, 2013
Spring Annual Town Meeting	May 7, 2013
Annual Town Election:	May 21, 2013
Special Election (for US Senate):	June 25, 2013
Fall Annual Town Meeting	October 22, 2013

- **Question:**

Since our municipal election is scheduled within 30 days of the April 30th State Primary, should the Town change the date of our 2013 Annual Town Election from May 21st to April 30th?

- **Vote:**

This change requires a vote of the Board of Selectmen.

- **Deadline for voting to make this change:**

The vote must take place at least 35 days before the rescheduled election, making the deadline March 26th (35 days before April 30th).

- **Pros of making the change this year:**

- It would save us approximately \$5,000, which is not the entire cost of an election, because we would have to schedule additional poll workers to handle the extra procedures that we must do, and we would have to pay for the Town election ballots either way.

- **Cons:**

- Voters might not realize that the date of the Annual Town Election was changed to coincide with the Primary. If they don't plan on voting in the Primary, they could miss the Town election. (If you

vote to change the date, we will publicize the change via the Town's website, media, etc.)

- Holding two elections on one day could cause confusion for voters at the polls. If eligible, a voter would be given two ballots (one for each election). Some voters would not be eligible to vote in a primary and would receive only one ballot (for the Town election). Some voters are not eligible to vote in the Town election (because they moved out of Town), but the six-month move rule applies to any State Primary/Election, making some voters eligible to vote in the Primary but not the Town election.
- Since we would be running two separate elections on one day, we must use separate check-in and check-out voting lists for each election.
- Absentee voting would require the voter to return the ballots in separate envelopes, and voters are not used to receiving two separate ballots. (We would provide instructions.)

• **Will we receive full reimbursement from the State for the special primary and special elections?**

- In 2010, municipalities received full reimbursement by the State for the Special State Primary in December 2009 and for the Special State Election in January 2010. This was possible because the clerks got a determination from the State Auditor's office which resulted in further reimbursement, but only after an additional appropriation was made.
- For all state elections, the State pays for the ballots and the programming cost for the AutoMark.
- Per the February 1, 2013 memorandum from Michelle Tassinari, Director/Legal Counsel of the Elections Division, "the state does NOT provide full reimbursement for other aspects of the elections."

Therefore, due to Michelle's comment, at this time, I do not think we should expect any reimbursement by the State for the Special Primary and the Special Election.



**TOWN OF NORTHBRIDGE**

**Expiration of Office - Town Officials**

The following is a list of elected officials whose terms will expire on the day of the

**Annual Town Election - Tuesday, May 21, 2013.**

Nomination papers for these seats will be available Tuesday, February 5 – Thursday, March 28, 2013.

**BOARD OF SELECTMEN**

**Two seats (3-year terms)**

Charles Ampagoomian Jr.  
James J. Athanas

**MODERATOR**

**One seat (3-year term)**

Harold D. Gould, Jr.

**SCHOOL COMMITTEE**

**One seat (3-year term)**

Timothy J. Doiron  
Karen Peterson Kittredge

**PLANNING BOARD**

**Two seats (3-year terms)**

Barbara H. Gaudette  
Richard P. Griggs

**TRUSTEES OF SOLDIERS' MEMORIALS - Veteran**

**One seat (3-year term)**

Ralph Andonian

**TRUSTEES OF SOLDIERS' MEMORIALS – Non-Veteran**

**One seat (3-year term)**

Jeff Allard

**REDEVELOPMENT AUTHORITY**

**One seat (5-year term)**

Vacancy (failure to elect in 2012)

**REDEVELOPMENT AUTHORITY**

**One seat (4-year term)**

Vacancy (failure to elect in 2012)

**REDEVELOPMENT AUTHORITY**

**One seat (3-year term)**

Vacancy (failure to elect in 2012)

**REDEVELOPMENT AUTHORITY**

**One seat (2-year term)**

Vacancy (failure to elect in 2012)

**HOUSING AUTHORITY**



**One seat (5-year term)**

John Patrick Shannahan

 This message was sent with high importance.

Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

## **Cedrone, Doreen (Northbridge)**

**From:** Tassinari, Michelle (SEC) **Sent:** Fri 2/1/2013 10:29 AM  
**To:** All Clerks  
**Cc:** Donna Hooper (DHOOPER@lexingtonma.gov); SEC-DL-Elections Division  
**Subject:** Special Election Information  
**Attachments:**  [Governor Patrick Letter to Municipalities Issuing Precepts 01-30-13.pdf\(39KB\)](#)  
 [Special Election for Senator in Congress Calendar.pdf\(15KB\)](#)

Hi Everyone-

Attached please find the "Precepts" issued by the Governor directing the Special Election for US Senate to be held on June 25, 2013. I've also included a full calendar for your convenience.

As I mentioned earlier this week, this Office has filed legislation to allow municipalities to change the date of their municipal election if it is already scheduled to be within 30 days of either the primary (April 30<sup>th</sup>) or final election (June 25<sup>th</sup>). The legislation has passed both the House and Senate and is awaiting the Governor's signature, which we expect will happen today. We've received a lot of inquiries about the process used to change the date of the election as well as other questions about conducting both elections on the same day. Accordingly, below please find some general information we hope you will find helpful.

### Rescheduling Town Election:

If your municipal election is scheduled within 30 days either before or after April 30<sup>th</sup> or June 25<sup>th</sup>, the Town may vote to change the date of that election to coincide with the special election. This requires a vote of your board of selectman or town council, after consultation with the Town Clerk. The vote must take place at least 35 days before the rescheduled election.

Some have asked whether a charter or by-law provision which sets the date of the municipal election prohibits a Town from utilizing this process. The answer is no. The reason for the legislation is specifically to allow a municipality to make the date change because a by-law or charter prescribes a different date.

Here are some other things to keep in mind. If you usually call your town meeting and town election on the same warrant, changing the date of the election to coincide with the special may affect your ability to do this—an election date change may result in the need for separate warrants and separate voter registration sessions

H.

## **NET METERING CREDIT SALE AND PURCHASE AGREEMENT**

This Net Metering Credit Sale and Purchase Agreement ("Agreement") is made and entered into as of January 31, 2013 (the "Effective Date"), between the Town of Northbridge ("Buyer"), and Northbridge Solar, LLC ("Seller"), (Buyer and Seller referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, Seller will be the owner of a solar electricity generating facility to be constructed on land located in Grafton, Massachusetts at 92 Milford Road, as described in Exhibit A attached hereto, of a size and production capacity described in Exhibit B hereto (the "Solar Facility");

WHEREAS, when complete, the Solar Facility will be interconnected to, and will deliver electricity into, the electric distribution system of Massachusetts Electric Company d/b/a National Grid ("Distribution Company") pursuant to the Distribution Company's net metering tariff on file with the Massachusetts Department of Public Utilities (M.D.P.U No. 1177, Effective December 1, 2009), as it may be amended or supplemented from time to time, (the "Net Metering Tariff");

WHEREAS, in accordance with the Net Metering Tariff, the Distribution Company allocates net metering credits to Seller in each Billing Period (as defined in the Net Metering Tariff) in which the kilowatt hours (kWh) generated by Seller's Solar Facility exceed Seller's kWh usage (the "Net Metering Credits");

WHEREAS, in accordance with Sections 1.06 and 1.07 of the Net Metering Tariff, for each Billing Period, Seller may allocate all or part of its Net Metering Credits to other customers of the Distribution Company pursuant to the terms of the Net Metering Tariff ("Qualifying Customers"); and

WHEREAS, Buyer is a Qualifying Customer with respect to the locations and facilities set forth on Appendix 1 (each a "Qualifying Location" and together the "Qualifying Locations"), and Seller wishes to allocate and assign its Net Metering Credits to Buyer, and Buyer wishes to accept such Net Metering Credits, all upon the terms and conditions of this Agreement, and in accordance with G.L. c. 164, §§138-140 and the regulations and orders of the Massachusetts Department of Public Utilities, at 220 CMR 18.00 and otherwise (collectively, the "Net Metering Rules"), and the Net Metering Tariff;



WHEREAS, the parties agree that Buyer will serve as the Host Customer (as that term is used and defined in the Net Metering Rules and the Net Metering Tariff, as applicable ), for the Solar Facility;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Allocation of Net Metering Credits.

a. For each Billing Period during the term of this Agreement, Seller shall allocate, sell, transfer, assign, convey, set over and deliver to Buyer 100 % of Seller's rights, title and interest in the Net Metering Credits for such Billing Period.

b. By agreement of Seller and Buyer the percentage of the Net Metering Credits allocable to Buyer hereunder will be adjusted as necessary to reflect Buyer's capacity requirements, the size and capacity of the Solar Facility, and the needs and requirements of the Parties in fulfilling and carrying out the purposes of this Agreement.

c. Seller shall cause to be filed a "Schedule Z – Additional Information Required for New Metering Service" form with the Distribution Company indicating the amount of the Net Metering Credits to be allocated by Seller to Buyer in accordance with the terms of this Agreement for each Qualifying Location.

d. Buyer shall accept and assume the allocation and assignment of Net Metering Credits as set forth above, subject to the terms of this Agreement.

2. Payment for Net Metering Credits.

a. For each Billing Period, Buyer shall deliver to Seller a true and complete copy of its electric bill received from the Distribution Company for each Qualifying Location within five (5) business days of receipt thereof. A "business day" shall mean any weekday except for Federal holidays. With respect to each such bill, Seller shall send an invoice to Buyer in an amount equal to a rate of 9.44 cents per kilowatt hour for each kilowatt hour of Net Metering Credits allocated by the Distribution Company to such electric bill. Beginning on the date that is one year after the date that full operation of the Solar Facility commences, and annually thereafter, such rate per kilowatt hour shall be adjusted at the rate of three percent.

b. Buyer shall pay each such invoice within twenty-five (25) days of receipt thereof.

c. Seller may, upon notice to Buyer, instruct Buyer that payments hereunder be made to an Affiliate of Seller or other third party. "Affiliate" shall be defined as any entity which directly or indirectly controls, is controlled by or is under common control with Seller.



d. **Make Whole Provision** – The amount credited to Buyer pursuant to Section 1.a shall be reviewed at six-month intervals, as of December 1 and the following June 1, within the Buyer's fiscal year (July 1 to June 30). In the event that at the end of a six-month period during the term of the Agreement (or such shorter period as may be dictated for the first and final years of the Agreement) the total amount credited to Buyer in Section 1.a above for the preceding six months is less than the total amount paid to Seller under Section 2.a for such six-month period, the Seller shall reimburse the Buyer the positive difference between the two amounts within thirty (30) days (i.e., by January 1 or July 1, respectively) of the end of the six-month period in which such event occurs.

e. Buyer may in good faith dispute the correctness of any invoice or accounting (or any adjustment thereto) under this Agreement at any time within twelve (12) months following the date the invoice or accounting (or adjustment thereto) provided that with respect to invoices all undisputed amounts are paid in accordance with the terms of this Agreement and the invoice delivered. If the parties are unable to resolve the dispute, the Parties may agree to mediation or other dispute resolution procedure. Under no circumstances will the Buyer be required to pay the Seller for Net Metering Credits that have not been allocated to the Buyer in accordance with the terms of this Agreement.

3. **Mutual Cooperation and Conditions of Agreement.** Buyer and Seller shall, from time-to-time after the execution of this Agreement, at the request of either Party, prepare, execute and deliver to the requesting Party such other necessary instruments, and shall cooperate with each other and take such other actions, as may reasonably be needed to effect the intent of this Agreement. This Agreement is subject to Seller's continued ability and eligibility to allocate its Net Metering Credits to Buyer in accordance with the Net Metering Rules and the terms of this Agreement, and the inclusion in the Net Metering Credits of the distribution kWh charge component in accordance with the Net Metering Rules and the Net Metering Tariff. Seller shall be responsible for a) all obligations of a Host Customer and Interconnection Customer under the Net Metering Tariff, b) all costs and expenses associated with the fulfillment of the obligations of a Host Customer and Interconnection Customer under the Net Metering Tariff, c) all costs incurred by the Buyer under any "retail customer" or similar agreements required by the Distribution Company in relation to the Solar Facility, d) all work, costs and expenses associated with the interconnection of the Solar Facility with the Distribution Company's electric distribution system, including installation, ownership, operation, repair and maintenance of a metering device (or, if the metering device is required to be installed and owned by the Distribution Company, to pay the Distribution Company for the costs of the metering device, including testing of the device for accuracy), and e) any and all governmental charges attributable to its ownership and operation of the Solar Facility, and governmental charges imposed on the Seller attributable to its generation and sale of electricity. The Buyer shall reasonably cooperate with the Seller in connection with the Seller's efforts to fulfill its obligations set forth in this paragraph. In addition, except to the extent caused by Buyer's action or inaction, the Seller shall defend, indemnify and save the Buyer harmless from any claims asserted against the Buyer, as Host Customer, by any third party for damages, costs, and expenses, including reasonable attorneys' fees, arising from or related to activities undertaken at the Solar Facility and the land described



in Exhibit A by the Seller, the owner(s) and any lessee(s) of the said land, and any of their employees, officers, agents, representatives and licensees.

4. Term of Agreement. The term of this Agreement shall commence upon the Effective Date and shall continue thereafter for a period of twenty (20) years. Notwithstanding the foregoing, Sections 2, 3, 5, 6, 7 and 8 hereof shall survive termination of this Agreement.

5. Events of Default.

a. Each of the following shall constitute an Event of Default hereunder:

i. the failure of Buyer to pay any undisputed sum due hereunder and not cured within ten (10) days after Buyer's receipt of Seller's notice of default;

ii. any representation or warranty furnished by a Party in this Agreement that was false or misleading in any material respect when made;

iii. any failure by a Party to perform or comply with any material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after notice to the Party demanding that such failure to perform be cured, and provided further that if such cure cannot be effected within such thirty (30) days, the Party shall not be deemed to be in default if it shall have commenced a cure within such thirty (30) day period after providing the non-defaulting Party with notice of its actions to cure the default and continues diligent pursuit of a cure until completion thereof; and

iv. the inability of a Party to generally pay its debts, the filing of a bankruptcy petition, whether by the Party or by its creditors against the Party, or an involuntary assignment for the benefit of the creditors or the liquidation of the Party.

v. the failure by Seller to commence construction of the Solar Facility within 270 days of the Effective Date.

vi. the failure of the Solar Facility to qualify as a net metering facility under the Net Metering Rules (a Seller default).

vii. the inability or ineligibility of Seller to allocate the Net Metering Credits to Buyer in accordance with the Net Metering Rules and the terms of this Agreement.

b. Immediately upon an event of Buyer default, Seller may, in its sole discretion, allocate, sell and assign to a third party the Net Metering Credits allocated to Buyer by the terms of this Agreement.

c. Upon an event of Seller default that is not cured within thirty (30) days of Buyer's notice of such default, Buyer may use or withhold any payment due to Seller to offset its documented costs resulting from such default and may terminate this Agreement by notice to Seller that designates a termination date that is on or after ten (10) days from Seller's receipt of such notice of termination.

6. Representations and Warranties.

a. Each Party hereby represents and warrants that:

i. it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization;

ii. the execution, delivery and performance of this Agreement (1) are within its power, (2) have been duly authorized by all necessary action on its part, (3) do not require or will not require any approval (which has not been obtained) of its shareholders or members, or approval or consent of any trustee or holders of any of its indebtedness or obligations, and (4) will not violate (A) any provision of applicable law or (B) any order of any governmental authority, which could reasonably be expected to have a material adverse affect on this Agreement or the Party's ability to perform its obligations under this Agreement or which calls into question the validity or enforceability of this Agreement;

iii. this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms thereof; and

iv. there are no actions, proceedings, claims, suits, investigations, inquiries or similar actions pending, or to its knowledge, threatened, against it before any governmental authority or tribunal that question the validity or enforceability of this Agreement or that would materially and adversely affect its ability to perform its obligations under this Agreement.

b. Buyer further represents that it currently is, and shall take all reasonable actions as are necessary to enable it to continue to be, throughout the term of this Agreement, a Qualifying Customer.

c. Seller further represents that a) to the best of its knowledge, none of the documents or other written information furnished by or on behalf of it to the Buyer or the Buyer's agents pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; b) it shall operate and maintain the Solar Facility in accordance with the Net Metering Rules, and prudent industry practices and in a commercially reasonable manner such that the Solar Facility will continue, throughout the



Term, to generate electricity at full or substantially full capacity; c) it has sole right, title and interest to the Net Metering Credits to be produced by the Solar Facility.

d. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SELLER MAKES NO GUARANTY OF ANY MINIMUM QUANTITY OF NET METERING CREDITS TO BE PROVIDED TO BUYER OR ANY LEVEL OR QUANTITY OF OUTPUT FROM THE SOLAR FACILITY. SELLER FURTHER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES.**

7. Notice Provisions. All Notices of any kind which either Party is required or desires to give to the other Party in connection with this Agreement shall be in writing effective upon delivery and shall be given by: (i) certified mail, return receipt requested with the appropriate postage paid, (ii) by personal delivery, (iii) by facsimile (with proof of receipt of the transmission), or (iv) by recognized overnight courier service, in each case to the address used by such Party, as applicable:

To Seller:

Northbridge Solar, LLC  
c/o Consolidated Edison Development, Inc.  
100 Summit Lake Drive, Suite 410  
Valhalla, NY 10595  
Attention: Manager, Business Development  
Fax: (914) 286-4570  
Email: sharifd@coneddev.com

With a copy to:

Consolidated Edison Development, Inc.  
100 Summit Lake Drive, Suite 410  
Valhalla, NY 10595  
Attention: General Counsel  
Fax: (914) 993-2121

To Buyer: Town of Northbridge

Town Hall  
7 Main Street  
Whitinsville, MA 01588  
Attention: Town Manager  
Fax: (508) 234-7640  
Email: tkozak@northbridgemass.org



With a copy to:

Kopelman and Paige, P.C.  
101 Arch Street  
Boston, MA 02110  
Attention: David J. Doneski  
Fax: (617) 654-1735

8. Other Provisions.

a. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

b. This Agreement shall be subject to, governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without giving effect to conflict of laws or choice of laws principles). In the event it is determined by the Inspector General of Massachusetts, or other governmental body or officer having jurisdiction, that this Agreement is not exempt from the provisions of Chapter 30B of the Massachusetts General Laws, Buyer, at its sole option, may declare the Agreement void and conduct a solicitation process for purchase of net metering credits.

c. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

d. This Agreement and any counterpart thereof may be delivered via facsimile or electronically in Portable Document Format (pdf) to the respective Party's representative, it being the express intent of the Parties that such documents and any counterparts thereof so delivered (together with the signatures thereon) shall have the same force and effect as if they were originals.

e. Seller shall not assign or in any manner transfer this Agreement or any part thereof without the written consent of Buyer which will not be unreasonably withheld, except in connection with any assignment or transfer of this Agreement by Seller to an Affiliate of Seller (provided that such Affiliate's financial condition, creditworthiness and operational ability following the contemplated assignment or transfer are sufficient to permit Seller or Seller's Affiliate to satisfy its obligations under this Agreement, as reasonably determined by Buyer).

f. No waiver by either Party of any one or more defaults or breaches by the other in the performance of this Agreement shall operate or be construed as a waiver of any future defaults or breaches, whether of a like or different character.

h. The Parties acknowledge that the terms of this Agreement (a) are subject to laws, rules and regulations now or in the future in effect of the Commonwealth of Massachusetts and other governmental authorities having jurisdiction, including the Net Metering Rules; (b) may be modified by the Parties to comply with said laws, rules and regulations; and (c) shall not limit or otherwise affect the ability of the Commonwealth of Massachusetts to fulfill its regulatory mandate or execute its regulatory powers consistent with all applicable legal requirements.

i. Seller shall keep, for a period of not less than six (6) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such transaction. During such period Buyer may, at its sole cost and expense, and upon reasonable notice to the Seller, examine Seller's records pertaining to transactions during Seller's normal business hours.

j. By signing this Agreement, Seller certifies to the best of its knowledge and under penalties of perjury, as follows:

i. It has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

ii. Its proposal to contract with Buyer was made and submitted in good faith and without collusion or fraud with any person. As used in this provision, the word "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

iii. It has not given, offered, promised or agreed to give any gift, contribution, offer of employment, or thing of value as an inducement for, or in connection with, Buyer's entering into of this Agreement in violation of the Massachusetts Conflict of Interest Law, G.L. c. 268A.

**[Signature page follows]**

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the Parties as of the date first above written.

**SELLER:**

Northbridge Solar, LLC

By: \_\_\_\_\_

Name:

Title:

**BUYER:**

Town of Northbridge

By: \_\_\_\_\_

Name:

Title:

## APPENDIX 1

### LIST OF QUALIFYING LOCATIONS

<b>Facility Description</b>	<b>Location</b>	<b>Distribution Company Account #</b>
Northbridge High School	427 Linwood Ave	7527822007
Northbridge Wastewater Facility	644 Providence Road	3786232007



***NORTHBRIDGE BUILDING, PLANNING and  
CONSTRUCTION COMMITTEE***

*Northbridge Town Hall  
7 Main Street  
Whitinsville, MA 01588*



February 7, 2013

Mr. Daniel Nolan, Chairman  
Northbridge Board of Selectmen  
7 Main St.  
Whitinsville, MA 01588

Dear Dan:

The Building, Planning and Construction Committee has been discussing what steps to take next regarding the need for a new DPW facility.

In October of 2011, the BPCC asked voters for money to conduct a feasibility study of the current DPW site on Fletcher St. Our goal was to determine whether or not the site could be redeveloped to meet the current and future needs of the DPW and to keep the DPW at its current site.

At that Town Meeting voters approved \$76,220.00 to do that study. In January of 2012, HKT Architects of Somerville was awarded a contract to do the study. A complete proposal was prepared which showed that the Fletcher St. site could be redeveloped.

The HKT proposal :

- (1) will suit the current and future needs of the DPW with a new building that is in compliance with all Federal, State, and Local codes and is efficient for all employees
- (2) will keep the DPW at its current location
- (3) utilizes land that is currently owned by the Town, thus eliminating the need to purchase land and remove taxable property from the tax rolls
- (4) will remove old buildings from the site and clean up the property prior to construction of the new building.

All needed permits and approvals have been obtained.

Although the estimated cost is higher than what may have been anticipated or hoped for, HKT has assured us that this proposal is in line with similar projects.

To date, that proposal has not been presented to the voters of the Town .The consensus of our Committee is that we have a responsibility to present the HKT proposal to the voters and show them what the approved money for the study was spent on. The plan of the BPCC is to place the proposal on the warrant for the Spring Town Meeting in May.

It is the hope of the Building, Planning and Construction Committee that the Board of Selectmen will understand the need to put this proposal before the voters and support our efforts.

Respectfully,

Thomas M. Pilibosian, Chairman

Ronald L. White, Vice Chairman

Paul Bedigian

Timothy Doiron

William J. Mello, Jr.

Patrick J. Moynihan

Northbridge Building, Planning and Construction Committee

## **TOWN MANAGER'S REPORT – FEBRUARY 11, 2013**

### **1) Emergency Evacuation Plan - Central Mass Regional Planning**

**Commission[CMRPC]:** Representatives from [CMRPC] held a meeting with our local emergency management personnel to begin work on a plan for the town and the region for evacuations in the event of emergencies.

**2) Cable Contract Negotiations:** The cable committee has begun negotiations for a new cable contract with Charter Communications, which will be renewed this June.

**3) Insurance Advisory Committee:** The Insurance Advisory Committee is meeting with the Town's insurance consultant to explore voluntary [employee paid] dental plans.

**4) Town Hall Renovations:** A schedule has been prepared for the contractor to rebuild town hall windows. Work should begin within the next week and be completed by June.