

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
NORTHBRIDGE TOWN HALL
7 MAIN STREET - WHITINSVILLE, MA 01588
April 8, 2019 at 7:00 PM**

PLEDGE OF ALLEGIANCE

I. APPROVAL OF MINUTES: A. January 7, 2019

II. PUBLIC HEARING

III. APPOINTMENTS/By the Board of Selectmen: B. Ashley Bannon, Cultural Council/**Present:** Yurima Guilarte, Chair
C. By The Town Manager [Annual Reappointment]: Daniel Chauvin, Animal Control Officer

IV. CITIZENS' COMMENTS/INPUT

V. DECISIONS:

D. Host Community Agreement for Eskar [**Present:** Michael Hunnewell]

E. Pine Grove Cemetery/Glenn Jorritsma [Lot No. 19A, Locust Ave] Single burial plot

F. Spring Annual Town Meeting [May 7, 2019] / Vote positions on warrant articles

G. Annual Town Election [May 21, 2019]/Vote to place Question(s) on the Annual Town Election Ballot – Turf Field Project Debt/Capital Exclusion

VI. DISCUSSIONS:

H. Community Forum for a Recreational Marijuana Retail Establishment – Eskar – proposed location is 0 Church Street Extension [**Present:** Michael Hunnewell]

I. School State Championship Signs [**Present:** Jamie Luchini, Highway Superintendent]

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 January 7, 2019

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

The Pledge of Allegiance was recited by those present.

APPROVAL OF MINUTES/None

Chairman Melia announced that the hearings are scheduled for 7:05 and he would be skipping to other agenda items until it is time for the hearing.

APPOINTMENTS/By the Board of Selectmen: Open Space & Recreation Update Committee 1. Barbara McNamee [Conservation Commission], 2. Richard Chiras [Conservation Commission], 3. Brian Massey [Planning Board]. A motion/Mr. Ampagoomian, seconded/Mr. Nolan to appoint Barbara McNamee, Richard Chiras and Brian Massey to the Open Space & Recreation Update Committee. Vote yes/Unanimous.

Fire Department/ Monetary Donation to the Fire Department in the amount of \$300 [Contribution made by Daniel O'Neill]/Vote to accept. A motion/Mr. Ampagoomian, seconded/Mr. Nolan to accept the monetary donation to the Fire Department in the amount of \$300 and send a letter of appreciation to Mr. O'Neill. Vote yes/Unanimous.

CITIZENS' COMMENTS/INPUT /None

Spring Annual Town Meeting [May 7, 2019]/1) Vote to open the warrant this date and 2) Vote to close the warrant on Friday, March 8, 2019 at Noon. A motion/Mr. Nolan, seconded/Mr. Ampagoomian to open the warrant for the Spring Annual Town Meeting and close the warrant on Friday, March 8, 2019 at noon. Vote yes/Unanimous.

2019 Operation Graduation/Request to hold a boot drive on Saturday, May 4, 2019 from 9 AM to 2 PM at Memorial Square and Ovia Square [Rain date: May 5, 2019]/Present: Maria Paulhus. A motion/Mr. Athanas, seconded/Mr. Ampagoomian to approve the request for a boot drive on Saturday, May 4, 2019 from 9 AM to 2 PM at Memorial Square and Ovia Square with a rain date of May 5, 2019. Vote yes/Messrs.: Ampagoomian, Athanas, Melia and Nolan. Abstain: Selectwoman Cannon.

PUBLIC HEARING – 7:05 PM: (continued from December 17, 2018 meeting): Robert Cherrier & Brian Cherrier, Main Street Auto & Towing Inc., 2040 Providence Road, Northbridge, MA/Application for a Class II – Used Car Dealer's License [Present: Robert Cherrier]. Chairman Melia read aloud the public hearing notice. A motion/Mr. Ampagoomian, seconded/Mr. Athanas to open the public hearing. Roll call vote: Mr. Ampagoomian/Yes, Mr. Athanas/Yes, Mrs. Cannon/Yes, Mr. Melia/Yes, Mr. Nolan/Yes. Mr. Cherrier explained that he has had a license in Northbridge and temporarily moved to Douglas and looking to come back to Northbridge. Mr. Cherrier explained that they are seeking a ten-car license temporarily at this location to operate until their new location is fully approved and ready. Chairman Melia announced that Building Inspector James Sheehan and Town Accountant Neil Vaidya shared comments regarding the location. Town Manager Gaudette clarified that Mr. Cherrier rents property at this location and Mr. Sheehan and Mr. Vaidya will be making comments for the record. Mr. Sheehan stated that the applicant did not show a parking plan, list number of vehicles for sale, no authorization from the owner of the property, and there are outstanding zoning violations at this property. Mr. Sheehan explained

that the violations were regarding fill material in the flood way and flood plain and noted that much of the material has been removed but there is still some there. Mr. Sheehan continued stating that they were cited for having fifteen tractor trailer trucks located within the floodway. Mr. Vaidya stated that he is filling in for Mrs. Harris who is unable to attend due to illness. Mr. Vaidya stated that there are two parcels of land at 2040 Providence Road and both are in tax title, the first parcel being twenty-six thousand two hundred forty-seven thousand dollars and thirty-seven cents and the second parcel being fourteen thousand six hundred forty-seven dollars and sixty-six cents. Town Manager Gaudette added that a ten-car amount was added to the application and the Town is in receipt of letters from both owners of the property stating that they allow Mr. Cherrier to use the property to sell used cars. Town Manager Gaudette added that typically we receive something in the form of a lease. Selectman Athanas asked what the start date of the violation to remove the tractor trailer trucks commenced. Mr. Sheehan stated that it first day was November 20, 2018 and January 20, 2019 would be the sixty-day mark. Selectman Athanas asked if there was any contact from the owners of the property on remediating the violations. Mr. Sheehan stated that he has been in contact with Mr. Kaya regarding the fill material for the past six months and Mr. Kaya continues to tell him that it is going to be removed soon. Selectman Ampagoomian asked if there has been any attempt by either owner to make a payment plan for the taxes that are owned. Mr. Vaidya stated not that he is aware and added that letters would have been sent out notifying the owners that the property is in tax title. Selectman Melia added that in his opinion he cannot support issuing a license when there are zoning bylaw violations, especially when nothing has been rectified. Chairman Melia asked if there were any abutters in the audience. A motion/Mr. Ampagoomian, seconded/Mr. Athanas to close the public hearing. Roll call vote: Mr. Ampagoomian/Yes, Mr. Athanas/Yes, Mrs. Cannon/Yes, Mr. Melia/Yes, Mr. Nolan/Yes. A motion/Mr. Ampagoomian, seconded/Mr. Athanas to deny the application of Robert Cherrier & Brian Cherrier, Main Street Auto & Towing Inc., 2040 Providence Road, Northbridge, MA for a Class II – Used Car Dealer’s License. Vote yes/Unanimous.

7:05 PM: 1) Therecka, Inc. d/b/a The Grill 122, 91 Providence Road, Linwood, MA 01525/1) Application for a new All Alcoholic Beverages License 2) Application for a Common Victualler license. [Present: William Therecka, Mgr. & Thomas Wickstrom, Attorney]. Chairman Melia read aloud the public hearing notice. A motion/Mr. Ampagoomian, seconded/Mr. Nolan to open the public hearing. Roll call vote: Mr. Ampagoomian/Yes, Mr. Athanas/Yes, Mrs. Cannon/Yes, Mr. Melia/Yes, Mr. Nolan/Yes. Mr. Wickstrom introduced Mr. Therecka and explained Mr. Therecka has been in the restaurant business his entire career. Mr. Therecka explained that he is in the process of reopening the old Brian’s Restaurant and bring it up to code. Mr. Therecka stated that it has been challenging since he is new to town but is very excited. Selectman Athanas asked what the anticipate opening. Mr. Therecka replied the sooner the better, and he hopes to be done with the construction in about two months. Selectman Athanas asked what type of fare will be served. Mr. Therecka stated he will serve comfort food, appetizers, salads, steaks and seafood. Selectmen Athanas asked how many hours he plans to work there. Mr. Therecka replied that he plans to be there open to close. Selectman Ampagoomian stated that his only concern is the cross walk and urged Mr. Therecka to stress to his customers to use the crosswalk button and wait for the light. Selectman Nolan asked what his anticipated hours will be. Mr. Therecka stated that the hours will be seven days a week from 11 AM to 10 PM. Selectwoman Cannon asked about the current parking situation and if the landlord intends to make upgrades. Mr. Therecka stated that currently he has a three-year option to purchase the entire plot and at that point could have options to make changes. A motion/Mr. Ampagoomian, seconded/Mr. Nolan to close the public hearing. Vote yes/Unanimous. A motion/Mr. Ampagoomian, seconded/Mr. Nolan to approve the application for a new All Alcoholic Beverages License and application for a Common Victualler license for Therecka, Inc. d/b/a The Grill 122, 91 Providence Road, Linwood, MA 01525.

Presentation: Proclamation for Sydney Masciarelli. Chairman Melia explained that Ms. Masciarelli recently won the Foot Locker Cross Country Championship title in December. Chairman Melia announced that retired and long time Track Coach Kenneth Warchol was also present to introduce Ms. Masciarelli.

Mr. Warchol explained that Ms. Masciarelli won set a course record at the Elite Massachusetts Runners Race in Boston. Mr. Warchol stated that she then went on to the North East Foot Locker Regional Championship meet for High School Athletes where she won with one of the fastest times on that course ever. The top ten go on from there to the National meet, which is the Foot Locker Championship, where she competed against the top forty girls in the nation. Ms. Masciarelli stated that going into the race she wanted to run at her own pace and not lose momentum towards the end of the race. Ms. Masciarelli explained that coming to the hill the first time she made her move into second place and stayed comfortably there. Ms. Masciarelli explained that going up the hill the second time she made the move to take first place by sprinting downhill and to the finish line. Chairman Melia read aloud a proclamation. The Selectmen congratulated her on her accomplishment.

TOWN MANAGER'S REPORT: **1) Meetings Attended:** Monday, December 17, 2018 – Met with J. Harris and N. Vaidya to discuss financial management planning. Monday, December 17, 2018 – Attended the Board of Selectmen Meeting. Tuesday, December 18, 2018 – Met with Chairman Melia and staff to discuss a potential decision on a slaughterhouse off Hill Street. Tuesday, December 18, 2018 – Attended the School Building Committee Meeting. Wednesday, December 19, 2018 – Attended the Mass Managers/Police Chiefs Committee Meeting. Friday, December 21, 2018 – Conference Call with NFP regarding Health Insurance for FY2020. Thursday, January 3, 2019 – Met with Chairman Melia to discuss the agenda for 1/7/2019. Friday, January 4, 2019 – Conference Call with Mass Managers/Police Chiefs Committee regarding MMA Annual Meeting presentation. **2) Balmer School Building Project:** The architect Dore & Whittier is working on Design Development with the CM-at-Risk Fontaine Brothers. The School Building Committee recently met this week on January 2, 2019. The Committee discussed mechanicals with the project team. Also, the Town is processing the Project Funding Agreement with MSBA. **3) DPW Garage Project:** The project is now considered complete. We are awaiting on Exterior Building Signage and will be discussing a grand opening/open house. **4) Fire Station Project (Feasibility Study):** The Town Manager and the Fire Chief have been meeting with the OPM team from Cardinal on the Site Selection for inclusion in the RFQ for Designer (Architect) Services. The Site Selection has met with the BPCC and agreed to the potential site list. The Committee and Team will be moving forward with the final list of 8 potential sites and will be preparing the RFQ to hire an architect team to perform the Feasibility Study. **5) 2020 Budget Development:** Staff has provided updates of their department sections of the 5-year capital plan and the Town Manager is in the process of reviewing and compiling for submission to the BPCC. Waiting on the Capital Request from NPS who meets on January 8th. Staff has been provided with instructions for department budget development for FY2020 and they were required to submit to the Town Manager this past Friday the 4th. The initial draft budget will be presented to the Board of Selectmen and Finance Committee in February 2019. **6) LED Streetlight Conversion:** We are awaiting final closing on the purchase of lights from National Grid which we are hoping will take place within 30 days. We have issued a purchase order for the fixtures following a bid process through MAPC. MAPC also awarded a bid for installation. Once the closing takes place we hope for a quick construction timeline and finishing before April 2019. **7) True Nature's Wellness:** Host Community Agreement negotiations with prospective Recreational Marijuana Retailers (2) are ongoing. **8) Solar PILOTs:** Conducting PILOT negotiations (fixed fee and terms) with Nexamp (Sutton Solar 2 project – Lasell Road) and Syncarpha (Northbridge I project – Linwood Ave). Selectwoman Cannon asked if Mr. Gaudette has heard from any concerned citizens in regard to Church Avenue location of the recreational marijuana. Town Manager Gaudette stated that he has not received any feedback in regard to the location but more so recreational marijuana in general. Mr. Gaudette explained that there are three steps for these facilities, starting with negotiating the Host Community Agreement, seconded is the State License and third is the local license in which a public hearing would be held. Mr. Gaudette urged residents to attend those public hearings and voice their opinions there.

SELECTMEN'S CONCERNS: **Selectman Athanas 1)** stated that he has had a number of residents inquiring about the establishment of a dog park that he would like to bring to the Open Space and Recreation

Committee. **Selectman Ampagoomian 1)** stated that there is an article in the Blackstone Valley Express written by the Director of the Northbridge Committee Television, which outlines the concerns of the new FCC rulings and how it will affect cable. **Selectwoman Cannon 1)** followed up on Selectmen Athanas's comment on the dog park stating that Uxbridge was recently in the process of building a dog park and could be a good resource. **Selectman Melia 1)** stated that he read an article in regard to a recent court decision that exempts solar farm properties needing to pay municipal taxes, as a result he explained, he sent an email to the Town Manager asking how much we would be losing. Selectman Melia continued that Mr. Gaudette explained we wouldn't be losing anything with the Pilot Agreement. Town Manager Gaudette further explained that there are two options to tax these developments; one is the value of land and property tax, the second is pilot agreement, which allows the Town to enter into an agreement they may be equal or less than what the expected tax value would be over twenty years.

ITEMS FOR FUTURE AGENDA/None
CORRESPONDENCE/None
EXECUTIVE SESSION/None

Chairman Melia announced that the next selectmen's meeting is scheduled for January 28, 2019.

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

Meeting Adjourned: 7:51 PM

Respectfully submitted,

Daniel Nolan, Clerk

/mjw

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING - OPEN SESSION

January 7, 2019

I. APPROVAL OF MINUTES

II. PUBLIC HEARING – A. 7:05 PM: (continued from December 17, 2018 meeting): Robert Cherrier & Brian Cherrier, Main Street Auto & Towing Inc., 2040 Providence Road, Northbridge, MA/Application for a Class II – Used Car Dealer's License [Present: Robert Cherrier]

- Copy of Notice to Abutters
- Copy of used car dealer's application
- Copy of Revenue Enforcement and Protection Attestation
- Copy of Workers' Compensation Insurance Affidavit
- Copy of layout
- Copy of Dealers Bond
- Copy of Property Record Card
- Copy of request for comment from James Sheehan, Building Inspector
- Copy of memo from the Building Inspector listing comments
- Copy of letter addressed to the owner of 2040 Providence Road listing the violations
- Copy of request for comment from Walter Warchol, Police Chief
- Copy of email from property owner allowing Mr. Cherrier to sell used cars at the location
- Copy of letter from property owner allowing Mr. Cherrier to sell used cars at the location
- Copy of letter from Julie Harris, Treasurer/Collector listing the outstanding taxes

B. 7:05 PM: 1) Therecka, Inc. d/b/a The Grill 122, 91 Providence Road, Linwood, MA 01525/1) Application for a new All Alcoholic Beverages License [Present: William Therecka, Mgr. & Thomas Wickstrom, Attorney]

- Copy of public hearing notice
 - Copy of application for a new license
 - Copy of articles of organization
 - Copy of CORI Request form
 - Copy of naturalization papers
 - Copy of Connecticut driver's license
 - Copy of Corporate Vote
 - Copy of lease agreement
 - Copy of layout
 - Copy of Monetary Transmittal Form
 - Copy of payment receipt
 - Copy of Corporate Vote
 - Copy of bank letter
 - Copy of License Routing Slip
- #### 2) Application for a Common Victualler license
- Copy of Common Victualler License application
 - Copy of Revenue Enforcement and Protection Attestation
 - Copy of layout
 - Copy of Articles of Organization
 - Copy of Property Record Card

III. APPOINTMENTS/By the Board of Selectmen: C. Open Space & Recreation Update Committee 1. Barbara McNamee [Conservation Commission], 2. Richard Chiras [Conservation Commission], 3. Brian Massey [Planning Board]
-Copy of memo notification for appointment from the Conservation Commission

IV. CITIZENS' COMMENTS/INPUT

V. DECISIONS:

D. Spring Annual Town Meeting [May 7, 2019]/1) Vote to open the warrant this date and 2) Vote to close the warrant on Friday, March 8, 2019 at Noon/No documentation

E. Fire Department/ Monetary Donation to the Fire Department in the amount of \$300 [Contribution made by Daniel O'Neill]/Vote to accept/No Documentation

F. 2019 Operation Graduation/Request to hold a boot drive on Saturday, May 4, 2019 from 9 AM to 2 PM at Memorial Square and Ovia Square [Rain date: May 5, 2019]/Present: Maria Paulhus

-Copy of Boot Drive Request Form

DISCUSSIONS/None

TOWN MANAGER'S REPORT/No documentation

SELECTMEN'S CONCERNS/No documentation

ITEMS FOR FUTURE AGENDA/None

CORRESPONDENCE/None

EXECUTIVE SESSION/None

3.20.19 } emailed to Y. Guilarte



TALENT BANK APPLICATION

please return to:

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

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

✓ yes - Per TC 3/20/19

Date: 3/19/19

Name Ashley Bannon

P. O. Box _____

Home Address ~~XX~~

Email Address ~~XX~~

Telephone NA **Cell** ~~XXXXXXXXXXXX~~

Business College of the Holy Cross

Address 1 College Street, Worcester, MA 01610 **Tel.** 508-793-3675

Current Occupation/Title Assistant Director of Prospect Development

Education BA History and English, UMass Amherst, 2010

MA History Museum Studies, Cooperstown Graduate Program, 2012

Governmental, Civic & Community Activities None

Charitable & Educational Activities None

Town Committees or Offices None

I am interested in the following Committees: Northbridge Cultural Council

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

NAME: Ashley Bannon

PRECINCT# 4

TOWN OF NORTHBRIDGE

COMMITTEE INTEREST (Indicate Committee preference)

- | | |
|---------------------------------|----|
| 1. Northbridge Cultural Council | 4. |
| 2. | 5. |
| 3. | 6. |

Present Interest or business affiliation (dates, places)

College of the Holy Cross Advancement Office, Assistant Director of Prospect Development, Worcester, MA, Feb 2018- present

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

- Foundation for MetroWest, Marketing Coordinator, Natick, MA, July 2016-Feb 2018
- Nichols House Museum, Head of Stewardship and Interpretation, Boston, MA, Sept 2012-July 2016
- Swift River Valley Historical Society, Collections Consultant, New Salem, MA, Summers of 2012, 2014
- Eric Carle Museum of Picture Book Art, Curatorial and Development Intern, Amherst, MA, Summer 2011

Special skills and education (be specific)

Throughout my career I have gained multiple skill sets that I believe would benefit this committee, including:

- Museum skills: Trained in exhibit development, collections care, educational program and fundraising event planning, historical research and writing, presentation of guided public tours, database management
- Marketing skills: Managed social media, newspaper press releases, website updates, print collateral creation
- Grant writing: Wrote successful grants to public and private foundations including: The Fidelity Foundation, Mass Humanities, Institute for Museum and Library Services, and the National Endowment for the Humanities

How experience relates to particular committee interest

I believe my experience at nonprofit organizations of varying sizes and missions will help me to evaluate grant applications from a wide array of applicants. I will be able to assess a project on its budget or educational merits based on my experience running public programs. Having been both a foundation employee and a grantee in the past, I understand the mutually beneficial relationship between grantors and grantees. My marketing background will also assist the committee in promoting the local cultural council to constituents.

ADDITIONAL COMMENTS:

Mail completed form to: Northbridge Town Hall
Office of the Town Manager
7 Main Street
Whitinsville, MA 01588

ESKAR, LLC.

HOST COMMUNITY AGREEMENT FOR THE SITING OF AN ADULT-USE MARIJUANA RETAILER ESTABLISHMENT IN THE TOWN OF NORTHBRIDGE

This Host Community Agreement (the “**Agreement**”) is entered into this ____ day of April, 2019 (the “**Effective Date**”) by and under the laws of the Town of Northbridge, Massachusetts, a municipal corporation duly organized under the Laws of the Commonwealth, acting through its Board of Selectmen, with a principal address of 7 Main Street, Whitinsville, MA 01588 (hereinafter the “**Municipality**”) and Eskar, LLC. with a principal office address of 15 Forbes Street, Apt. 2, Boston, MA 02130 (hereinafter “**Licensee**”) (Municipality and Licensee, collectively the “**Parties**”).

RECITALS

WHEREAS, Licensee intends to locate a licensed Marijuana Retailer Establishment (“**MRE**”) at 0 Church Street Extension, Whitinsville, MA 01588 (hereinafter the “**Facility**”) for the dispensing of adult use marijuana in accordance with M.G.L. ch. 94G and 935 CMR 500.000 et seq. (“**State Law**”), and such approvals as may be issued by the Municipality, and other applicable regulations, as may be amended (“**Local Law**”); and

WHEREAS, M.G.L. ch. 94G, § 3(d), and the regulations issued thereunder, require that Municipality and Licensee execute an agreement setting forth the conditions to have the Facility within it that must include, but not be limited to, all stipulations of responsibilities between the host community and the marijuana establishment; and

WHEREAS, the Municipality recognizes this development and Facility will benefit the Municipality and its citizens through increased economic development, offering products in a safe, licensed and secure setting; additional employment opportunities for residents, and a strengthened local tax base; and

WHEREAS, the Parties intend by this Agreement to satisfy the provisions of M.G.L. c.94G, § 3(d), applicable to the operation of a MRE in the Municipality; and

NOW THEREFORE, in consideration of the mutual promises of the Parties contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Authorization.** The Parties respectively represent and warrant that:
 - a. Each is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Agreement, and the

execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) do not conflict with, or constitute a default under, any agreement or instrument to which either is a party or by which either party may be bound or affected; and

- b. This Agreement has been duly authorized, executed and delivered and constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms, and there is no action, suit, or proceeding pending, or, to the knowledge of either party, threatened against or affecting wither wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this Agreement.
2. **Local Permitting.** Licensee agrees that it is required to obtain all local permits required pursuant to Massachusetts Law and the Municipality's Bylaws and regulations. Provided the Municipality acts in accordance with the procedures set forth in G.L. c.44, §53G, Licensee shall be required to pay the reasonable costs of the employment by the Municipality's boards and/or officials of outside consultants, including without limitation, engineers, architects, scientists and attorneys required to review the application for such local permits required to operate the Facility.
 3. **Community Impact.** Licensee anticipates that the Municipality will incur additional expenses and impacts upon the Municipality's road system, law enforcement, fire protection services, inspectional services and permitting services, public health services, abuse prevention efforts, and potential additional unforeseen impacts upon the Municipality. Accordingly, in order to mitigate the financial impact upon the Municipality and use of the Municipality's resources, the Licensee agrees to make a donation or donations to the Municipality, in the amounts and under the terms provided herein (the "**Community Impact Payments**")
 4. **Host Community Payments.**
 - a. **MRE Community Impact Payments.** In the event that Licensee obtains a final license, or any other such license/or approval as may be required under State Law, for the operation of a MRE in the Municipality from the Massachusetts Cannabis Control Commission ("**CCC**"), and receives all required approvals from the Municipality to operate a MRE at the Facility, then Licensee agrees to the following:
 - i. The Licensee shall make quarterly community impact payments to the Municipality in an amount equal to **three percent (3%) of the gross sales** of all marijuana and marijuana-infused products at the Facility (the "**MRE Community Impact Payment**").
 - ii. The initial MRE Community Impact Payment shall be due 30 days after the 90th day following commencement of operations which shall be the date that the Licensee is issued a certificate of occupancy and begins the

retail sales of marijuana and/or marijuana-infused products in the Municipality (the “**Initial MRE Payment**”), and each subsequent payment shall be due on the same day of each quarter thereafter.

- b. **Community Development Payment.** Licensee shall deliver a **Community Development Payment to the Municipality in the amount of \$50,000.00 per annum, which amount shall increase annually at the rate of 2 ½ percent.** The first such payment shall be due on or before the first anniversary following commencement of operations, with subsequent payments due on the annual anniversaries of the first such payment.
 - c. **Timely Payment.** Licensee acknowledges that time is of the essence with respect to performance of its obligations hereunder and that late payments shall be subject to interest at the rates prescribed by G.L. c. 59, §57, provided that no interest shall be due if such default is cured within ten (10) days following written notice of default. If Licensee fails to cure such default within said ten (10) days following written notice thereof, interest shall be due from the date of the original default. These payments or benefits shall be made payable to the Municipality at the direction of the Town Manager.
 - d. **Application of Payments.** The Licensee acknowledges and agrees that the Municipality is under no obligation to use the Impact Fee and Community Development Payments made herein in any particular manner.
5. **Annual Filing.** Licensee shall notify the Municipality when it commences sales at the Facility and shall submit quarterly financial statements to the Municipality, which shall include certification of itemized gross sales, and all other information required to ascertain compliance with the terms of this Agreement if required by applicable Massachusetts law. The Licensee shall provide the Municipality access to copies of its financial filings to the CCC, documenting gross revenues, and also a copy of its annual filing as a non-profit, if any, to the Massachusetts Office of Attorney General.

The Licensee shall maintain its books, financial records and any other data related to its finances and operations in accordance with standard accounting practices and any applicable regulations and guidelines promulgated by the Commonwealth of Massachusetts. All records shall be retained for a period of at least seven (7) years.

6. **Term and Termination.** The term of this Agreement shall be for five (5) years from the date the Facility first opens to the public (“Term”). All payments required hereunder shall remain in effect for the duration of the Term and shall be renewable by the Licensee for consecutive five (5) year renewal terms upon the expiration of each Term on the same terms and conditions as set forth herein for so long as Licensee is open for business.. One year prior to the expiration of the Term, the parties shall meet in good faith to negotiate a new Host Community Agreement, which shall include a Community Development Payment and an MRE Community Impact Fee. It shall be presumed that

the new MRE Community Impact Fee will be 3% of the gross sales of marijuana and marijuana-infused products, and the burden shall be on the Licensee to demonstrate that the new Community Impact Fee should be a lower percentage of such gross sales. If the parties fail to enter into a new Host Community Agreement prior to the expiration of the Term, this Agreement shall expire, and the Municipality's support for the Facility shall be deemed to have terminated. Upon voluntary or involuntary permanent termination of the use, and upon delivery to the Municipality of written notice of such termination, payments or benefits shall immediately cease; provided, however, that Licensee shall, within seven (7) days of such notice, pay to the Municipality the payments required under paragraph 4 hereof, prorated based upon the number of days that elapsed from the immediately prior payment date to the date of such termination of use and the amount of gross sales during such period.

7. **Acknowledgements.** The Municipality understands and acknowledges that Payments due pursuant to this Agreement are contingent upon the Licensee's receipt of all state and local approvals to operate a MRE at the Facility. The Licensee acknowledges that the Municipality's support for the Facility is contingent upon the Payments due pursuant to this Agreement.
8. **Local Property Taxes.** At all times during the Term of this Agreement, **property, both real and personal, owned or operated by Licensee shall be treated as taxable**, and all applicable real estate and personal property taxes for that property shall be paid either directly by Licensee or by its landlord, and neither Licensee nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes. Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by Licensee is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in M.G.L. ch. 59, §38, or (iii) if Licensee is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then Licensee shall pay to the Municipality an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payments made by Licensee under Section 4 of this Agreement.
9. **Local Sales Taxes.** The Parties acknowledge that the Municipality has imposed a local sales tax upon the sale or transfer of marijuana or marijuana products by a marijuana retailer operating within the Municipality, pursuant to the provisions of G.L. c.64N. Accordingly, Licensee, as required by applicable law, shall remit to the Massachusetts Department of Revenue the excise tax rate determined by the Commonwealth of Massachusetts for the sale of adult-use marijuana and adult-use marijuana-infused products, currently at **3.0% of gross annual sales**. Pursuant to G.L. c.64N, §3, the excise taxes received by the Department of Revenue "shall at least quarterly be distributed,

credited and paid [to the Town] by the state treasurer”. Nothing herein shall limit the ability of the Municipality to adjust the local sales tax in the future, should the law be amended to allow for an increase in such allowable sales tax.

10. **Community Support and Additional Obligations.**

- a. Local Vendors – To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Licensee shall use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance, and continued operation of the Facility.
- b. Employment/Salaries – Except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Licensee shall use good faith efforts in a legal and non-discriminatory manner to hire qualified residents of the Municipality as employees of the Facility.
- c. Approval of Manager - If requested by the Municipality, the Licensee shall provide to the Municipality, for review, the name and relevant information, including but not limited to the information set forth in 935 CMR 500.030, of the person proposed to act as on-site manager of the Facility. The submittal shall include authorization and all fees necessary to perform a criminal history (CORI) check or similar background check. The Municipality shall consider such request for approval within thirty (30) days following submittal to determine, in consultation with the Police Chief, if the person proposed would not be qualified to act as on-site manager based on applicable Massachusetts laws and regulations. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of on-site manager.
- d. Education - Licensee shall provide staff to participate in Municipality-sponsored educational programs on public health and drug abuse prevention, and to work cooperatively with any of the Municipality’s public safety departments to mitigate any potential negative impacts of the Facility. In addition, Licensee commits to the provision of educational materials related to health, safety and responsible use of the products offered at the Facility. These materials shall be readily available at the point of purchase.
- e. The Licensee shall, at least annually, provide the Municipality with copies of all reports submitted to the CCC regarding Licensee’s operations at the Facility.
- f. The Licensee will work cooperatively with all necessary municipal departments, boards, commissions, and agencies ensure that Licensee’s operations are compliant with all of the Municipality’s applicable codes, rules, and regulations.

11. **Application Support.** The Municipality agrees to submit to the CCC all documentation and information required by the CCC from the Municipality for the Licensee to obtain approval to operate a MRE at the Facility. The Municipality agrees to support Licensee's application(s) for a MRE with the CCC but makes no representation or promise that it will act on any other license or permit request in any particular way other than by the Municipality's normal and regular course of conduct and in accordance with their codes, rules, and regulations and any statutory guidelines governing them.

This Agreement does not affect, limit, or control the authority of the Municipality's boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Municipality, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, Bylaws, and regulations. The Municipality, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for a MRE to operate in the Municipality, or to refrain from enforcement action against the Licensee and/or the Facility for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

12. **Security.** Licensee shall maintain security at the Facility in accordance with a security plan presented to the Municipality and approved by the CCC. In addition, Licensee shall at all times comply with State Law and Local Law regarding security of the Facility. Such compliance shall include, but will not be limited to: providing hours of operation; after-hours contact information and access to surveillance operations; and requiring Licensee's agents to produce their Program ID Card to law enforcement upon request.

To the extent requested by the Municipality's Police Department, and subject to the security and architectural review requirements of the CCC, the Licensee shall work with the Municipality's Police Department in determining the placement of exterior security cameras, so that at least two cameras are located to provide an unobstructed view in each direction of the public way(s) on which the facility is located.

Licensee agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures.

To the extent requested by the Municipality's Police Department, the Licensee shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Facility. Such plan shall include, but is not limited to, (i) training Licensee employees to be aware of, observe, and report any unusual behavior in authorized visitors or other Licensee employees that may indicate the potential for diversion; and (ii) utilizing seed-to-sale tracking software to closely track all inventory at the Facility.

13. **Governing Law.** This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principals of conflicts of law thereof.
14. **Amendments/Waiver.** Amendments or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all Parties, prior to the effective date of the amendment.
15. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced. Elimination or reduction of any payment required hereunder shall constitute substantial or material prejudice to the Municipality. If any term or condition deemed unlawful concerns the right of the Municipality to the payment and use of any part of the Annual Payments, the parties agree that such part of the Annual Payments paid and to be paid to the Municipality hereunder shall constitute a grant or donation for the purposes set forth herein, and shall be held and used accordingly. Further, the Licensee agrees it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and, the Licensee shall pay for all reasonable fees and costs incurred by the Municipality in defending and enforcing this Agreement.
16. **Successors/Assigns.** This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. The Municipality shall not assign or transfer any interest or obligations in this Agreement without the prior written consent of the Licensee, which shall not be unreasonably delayed, conditioned, or withheld. The Licensee shall not assign, sublet or otherwise transfer any interest, its rights nor delegate its obligations under this Agreement unless in compliance with the applicable requirements, if any, of the CCC.
17. **Force Majeure.** If and to the extent that either party is prevented from performing its obligations hereunder by an event of *force majeure*, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the Parties shall instead negotiate in good faith with respect to appropriate modifications of the terms hereof. For purposes of this Agreement, the term *force majeure* shall mean the supervening causes described here, each of which is beyond the reasonable control of the affected party: acts of God, fire, earthquakes, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, a general shortage of labor, equipment, facilities, materials, or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of any governmental or military authorities, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.

18. **Attorney's Fees.** Licensee shall reimburse the Municipality for reasonable attorney fees incurred by the Municipality in conjunction with the Facility, except as a result of the willful or intentional misconduct of the Municipality, including in connection with the negotiation of this Agreement. Such reimbursement shall be made within fourteen days after written request by the Municipality.
19. **Indemnification.** The Licensee shall indemnify, defend, and hold the Municipality harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, and/or proceedings, including resultant costs and attorney's fees, except as a result of the willful or intentional misconduct of the Municipality (collectively, the "Claims"), brought against the Municipality, its agents, departments, officials, employees, and/or successors, by any third party arising from or relating to the Facility or the Agreement. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and consultants of the Municipality's choosing incurred in defending such claims, actions, proceedings or demands. The Licensee agrees, within thirty (30) days of written notice by the Municipality, to reimburse the Municipality for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.
20. **Entire Agreement.** This Agreement constitutes the entire integrated agreement between the Parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties hereto.
21. **Notices.** Except as otherwise provided herein, any notices, consents, demands, requests, approvals, or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following address:
- To the Municipality:
Town of Northbridge
c/o Town Manager
7 Main Street
Whitinsville, MA 01588
- To the Licensee:
Eskar, Inc.
15 Forbes Street, Apt 2
Boston, MA 02130
22. **Third-Parties.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Municipality or the Licensee.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Host Community Agreement on the date set forth above.

TOWN OF NORTHBRIDGE

ESKAR, LLC.

Name:
Title:

Name:
Title:

DRAFT

Know all Men by These Presents,



That the Town of Northbridge, in the County of Worcester and Commonwealth of Massachusetts, in consideration of One Thousand Six Hundred Dollars, paid by **Glenn D. Jorritsma and Candice C. Briese, ~~XXXXXXXXXXXXXXXXXXXX~~** **Northbridge, MA**, the receipt of which is hereby acknowledged, does sell and convey to said Glenn D. Jorritsma and Candice C. Briese, that certain cemetery **Lot No. 19A, a single burial plot, situated on the way called Locust Ave South, in the Pine Grove Cemetery**, and the sole and exclusive right of burial of the dead therein, subject to the following rules and restrictions for the regulation and government of said Cemetery; viz:

1st. That the said Lot shall not be used for any other purpose than as a place of burial for the dead, and proper Cemetery uses, such as the Town may approve; and no trees within the Lot or the Cemetery shall be cut down or destroyed without consent of the Town.

2nd. That if any trees or shrubs in said Lot shall become in any way detrimental to the adjacent lots or avenues, or dangerous or inconvenient, the Town shall have the right to enter into said Lot and remove said trees or shrubs, or such parts thereof as are dangerous, detrimental or inconvenient.

3rd. That if any monument or other structure whatever, or any inscription, be placed in the said Lot which shall be determined by the Town to be offensive, the Town shall have the right to enter upon said Lot and remove said offensive or improper object or objects.

4th. If a fence shall at any time be erected or placed in or around said Lot, the materials or design of which shall not be approved by the Town, it must be forthwith removed upon direction of the Town, and if not so removed the Town shall have the right to enter upon said Lot and remove said fence.

5th. The said lot shall be holden subject to all by-laws, rules and regulations made and to be made by the Town.

IN WITNESS WHEREOF, the said Town of Northbridge has caused these presents to be signed and sealed by its Board of Selectmen, this 8th day of April, in the year of our Lord Two Thousand Nineteen.

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF NORTHBRIDGE
WARRANT FOR SPRING ANNUAL TOWN MEETING
TRANSACTION OF TOWN BUSINESS
TUESDAY, MAY 7, 2019 - 7:00 P.M.**

F.

DRAFT #11 – 4.4.19

WORCESTER, ss:

To any Constable of the Town of Northbridge in said County,

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify the Inhabitants of the Town of Northbridge, qualified to vote in Town elections and Town affairs, to meet in the Northbridge Middle School Auditorium on Linwood Avenue, in Whitinsville, in said Northbridge, Massachusetts, on Tuesday, May 7, 2019 at 7:00 o'clock P.M., then and there to act on the following articles:

ARTICLE 1: (Board of Selectmen)

To see if the Town will vote to raise and appropriate and/or transfer from available funds in the Treasury and/or transfer from the unexpended appropriated funds of one or more of the departments of the Town the following sums of money and authorize the payment of prior year bills:

or take any other action relative thereto.

ARTICLE 2: (Board of Selectmen)

To see if the Town will vote to amend the votes taken under Article 3 of the 2018 Spring Session of the Annual Town Meeting (May 1, 2018), and under Article 1 of the 2018 Fall Session of the Annual Town Meeting (October 23, 2018), appropriations and transfers under the Omnibus Budget Article; or take any other action relative thereto.

ARTICLE 3: (Finance Committee)

To see if the Town will vote to raise and appropriate and/or transfer from available funds in the Treasury and/or transfer from the Health Insurance Stabilization Fund such sums of money, not to exceed \$44,221,765, to defray the necessary and usual expenses of the several departments of the Town for FY 2020, beginning July 1, 2019 and ending June 30, 2020; or take any other action relative thereto.

ARTICLE 4: (Board of Selectmen)

To see if the Town will vote to raise and appropriate and/or transfer from the Retained Earnings Account of the Sewer Enterprise Fund a sum of money to operate the Sewer Enterprise Operation of the Department of Public Works for FY 2020; or take any other action relative thereto.

ARTICLE 5: (Board of Selectmen)

To see if the Town will vote to raise and appropriate and/or transfer from the Retained Earnings Account of the Water Enterprise Fund a sum of money to operate the Water Enterprise Operation of the Department of Public Works for FY 2020; or take any other action relative thereto.

ARTICLE 6: (Board of Selectmen)

To see if the Town will vote to appropriate a sum of money and such additional funds as may become available from the Commonwealth's Department of Transportation, Chapter 90 Bond Issue proceeds, to be used by the Department of Public Works for the repair and maintenance of Town roads in conformance with MGL and further to see if the Town will vote to meet said appropriation by borrowing and to authorize the Treasurer/Collector, with approval of the Board of Selectmen, to issue bonds or notes of the Town therefor in anticipation of the receipt of said State Aid; or take any other action relative thereto.

ARTICLE 7: (Board of Selectmen)

To see if the Town will vote to authorize the Treasurer/Collector to enter into a compensating balance agreement or agreements for FY 2020, pursuant to Chapter 44, Section 53F of the M.G.L.; or take any other action relative thereto.

ARTICLE 8: (Board of Selectmen)

To see if the Town will vote to set the FY20 spending limits for the Town's revolving funds under section 5-113 of the Northbridge Code as follows:

Program or Purpose	FY 2020 Spending Limit
Playgrounds and Recreation	\$20,000
Food Health and Safety	\$20,000
Compost Site	\$10,000

or take any other action relative thereto.

ARTICLE 9: (Board of Selectmen)

To see if the Town will vote to amend the votes taken under Article 3 of the 2018 Spring Session of the Annual Town Meeting (May 1, 2018), and under Article 1 of the 2018 Fall Session of the Annual Town Meeting (October 23, 2018), appropriations and transfers under the Omnibus Budget Article, by transferring the sum of \$24,750 from Line 46 Retirement Benefits to the Compensated Absences Fund; or take any other action relative thereto.

ARTICLE 10: (Board of Selectmen)

To see if the Town will vote to appropriate and transfer a sum of money from the Pine Grove Cemetery Trust to fund operations of the Pine Grove Cemetery for FY 2020 beginning July 1, 2019 and ending on June 30, 2020, said funds to be expended under the direction of the Director of Public Works; or take any other action relative thereto.

ARTICLE 11: (Board of Assessors)

To see if the Town will vote to transfer the sum of \$87,000 from the Overlay Surplus to be expended by the Board of Assessors for the Revaluation of properties in the Town of Northbridge in accordance with Massachusetts General Laws Chapter 40 section 56, Chapter 58 sections 1 and 1A, and the regulations of the Department of Revenue; or take any other action relative thereto.

ARTICLE 12: (Board of Assessors)

To see if the Town will vote to accept Massachusetts General Laws Chapter 59, Section 21A ½, Certified Assessors; compensation, which allows an assessor or assistant assessor who has completed necessary courses of study and training, and who has been awarded a certificate as a Certified Massachusetts Assessor, to receive as compensation from such the Town, in addition to regular compensation from the Town, an amount equal to ten percent of such regular compensation; or take any other action relative thereto.

ARTICLE 13: (Board of Selectmen)

To see if the Town will vote to appropriate and/or transfer funds from the Retained Earnings Account of the Sewer Enterprise Fund, the amount of \$150,000 to be expended under the direction of the Director of Public Works, for the purpose of funding work recommended as a result of the Town's Comprehensive Wastewater Management Plan (CWMP) and infiltration & inflow reports for the 2nd segment of a multi-year program to make physical improvements to the Town's sewer collection system, including the sealing/replacement of leaking manhole structures and relining/replacement of deficient/cracked/broken sewer lines; or take any other action relative thereto.

ARTICLE 14: (Board of Selectmen)

To see if the Town will vote to appropriate and/or transfer from the Retained Earnings Account of the Sewer Enterprise Fund, the amount of \$360,000 for the purpose of the development of a Technically Based Metal Reduction System for the Northbridge sewer system to comply with EPA Administrative Order CWS-01-18-001; or take any other action relative thereto.

ARTICLE 15: (Board of Selectmen)

To see if the Town will vote to transfer from the unexpended balance of Sewer Capital Account 60002118-530300 the amount of \$52,200 for the Removal and Replacement of an Underground Fuel Oil Storage Tank at the Wastewater Treatment Plant; or take any other action relative thereto.

ARTICLE 16: (Board of Selectmen)

To see if the Town will vote to appropriate and/or transfer from the Retained Earnings Account of the Water Enterprise Fund the amount of \$701,100 for the purpose of financing water infrastructure repairs, including the replacement of water mains, within the streets of Linwood Avenue, Court Street, Jon Circle, Benson Road, and Edgemere Avenue; or take any other action relative thereto.

ARTICLE 17: (Board of Selectmen)

To see if the Town will vote to transfer from the undesignated fund balance (free cash) the following sums of money for the following purposes, said sums to be expended by the head of the department designated: \$25,000 for a Town-Wide Sidewalk Maintenance Program (Public Works); \$66,684 for a Town-wide Pavement Maintenance Program (Public Works); \$25,000 to replace Fire Department Communication Radios; \$15,000 for a Police Department Assessment Center; \$35,000 for Police Station Security Cameras; and \$20,000 for Town Hall Underground Fuel Oil Storage Tank Removal (Public Works); and to transfer the amount of \$25,000 from Ambulance Receipts to replace Fire Department Radios; and to transfer the amount of \$31,000 from the unexpended balance of the Fire Department Capital Account 01021816-XXXXXX, for the Fire Station Feasibility Study; and to transfer the unexpended balance of \$1,168 from the Dump Truck Capital Account 01021705-585002, the unexpended balance of \$35,231 from the DPW Underground Utility Capital Account 01021810-XXXXXX, the unexpended balance of \$5,000 from the Bylaw Review Committee Account 01021104-542000, the unexpended balance of \$4,000 from the Town Hall Annex Slate Roof Capital Account 01021915-XXXXXX, the unexpended balance of \$3,840 from the Senior Center Carpet & Window Treatments Capital Account 01021915-XXXXXX, and the unexpended balance of \$3,220 from the Town Hall Annex Hot Water Tank Capital Account 01021915-XXXXXX, for the following purposes: \$7,500 for Green Community Projects, \$1,939 for the Town Hall Slate Roof Evaluation, and \$43,000 for the Town Hall VRF System Project; said sums to be expended by the Director of Public Works; and to transfer the amount of \$30,000 from the unexpended balance of the Pine Grove Cemetery Gift Account for the following purposes: \$20,000 for driveway/road improvements and \$10,000 for Tree and Stump Removal within the Pine Grove Cemetery grounds, said sum to be expended by the Director of Public Works; or take any other action relative thereto.

ARTICLE 18: (Board of Selectmen)

To see if the Town will vote to appropriate and transfer a sum of money from the Town Building Maintenance Fund, established pursuant to Chapter 438 of the Acts of 2012, for maintenance of Town-owned buildings and facilities in Fiscal Year 2020, the following sums of money: \$10,000 for Town Hall Annex Slate Roof Repairs; \$2,561 for the Town Hall Slate Roof Evaluation; \$10,000 for Town Hall Entryway Flooring and Stairway Treatment Improvements; \$12,000 to install an ADA-compliant door at the rear entry of Town Hall; and \$13,100 to purchase two Floor Burnishers and two Buffer Machines for the School Department; or take any other action relative thereto.

ARTICLE 19: (School Committee)

To see if the Town will vote to transfer from the undesignated fund balance (free cash) the following sums of money to be expended under the direction of the School Committee: \$106,400 for District-wide Technology Purchases; \$32,000 for Heating System Repairs at the Middle School, \$12,000 to install a railing on the stairs leading to the High School Upper Fields, and \$46,500 to Abate Asbestos in the Middle School Boiler Rooms; or take any other action relative thereto.

ARTICLE 20: (Planning Board)

To see if the Town will vote to amend the Zoning Bylaw and the Zoning Map by rezoning the parcels of land identified as 1734 Providence Road (Assessors' Parcel 23-6), 1702 Providence Road (Assessors' Parcel 23-10), 1700 Providence Road (Assessors Parcel 23-12), and 1682 Providence Road (Assessors Parcel 23-14) from Residential-Three (R-3) to Business-Two (B-2); or take any other action relative thereto.

ARTICLE 21: (School Committee and Board of Selectmen)

To see if the Town will vote to raise and appropriate, borrow, or transfer from available funds a sum of money for the purpose of funding the engineering, design and installation of athletic turf at Lasell Field; making associated capital improvements to the Lasell Field complex, including the track, bleachers and lighting; and purchasing the necessary capital equipment to maintain the turf, provided however that no borrowing shall be made nor debt incurred hereunder unless and until the Town first votes to exempt from the provisions of M.G.L. Chapter 59, Section 21C (Proposition 2½, so-called), the amounts required to pay the principal and interest of said borrowing and debt; or take any other action relative thereto.

ARTICLE 22: (Petition)

ADD footnote 7 -to the Table of Use Regulations as follows:

7 Marijuana Cultivator, as an accessory use may be permitted by Special Permit of the Planning Board in the Residential-Two (R-2) Zoning District in accordance with Section 173-18.6 [Recreational Marijuana

Establishments] of the Northbridge Zoning Bylaw provided the subject property consists of more than 12 acres and associated structures are setback a minimum of 100-feet from the property line.

And you are directed to serve this warrant by posting attested copies thereof at the Whitinsville Post Office and the Salvation Army, in Whitinsville, all in Precinct 1; Gary's Variety and the Northbridge Post Office in Northbridge, all in Precinct 2; Town Clerk's Office and 1Quickstop in Whitinsville, all in Precinct 3; and the Whitinsville Social Library and Town Hall Annex in Whitinsville, all in Precinct 4; twenty-eight (28) days at least before the time and place of meeting aforesaid.

WHEREOF FAIL NOT, and make due return of the warrant, with your doings thereon, to the Town Clerk at the time and place of said meeting. GIVEN under our hand this 25th day of March in the year Two Thousand Nineteen.

SELECTMEN OF NORTHBRIDGE

Thomas J. Melia, Chairman

James J. Athanas, Vice Chairman

Daniel J. Nolan

Charles Ampagoomian, Jr.

Alicia M. Cannon

WORCESTER, SS Northbridge

Date:

By virtue of this warrant I have this day notified the inhabitant of the Town of Northbridge qualified to vote in town elections and town affairs to meet at the time and place and for the purpose stated in said warrant by posting attested copies thereof as within directed.

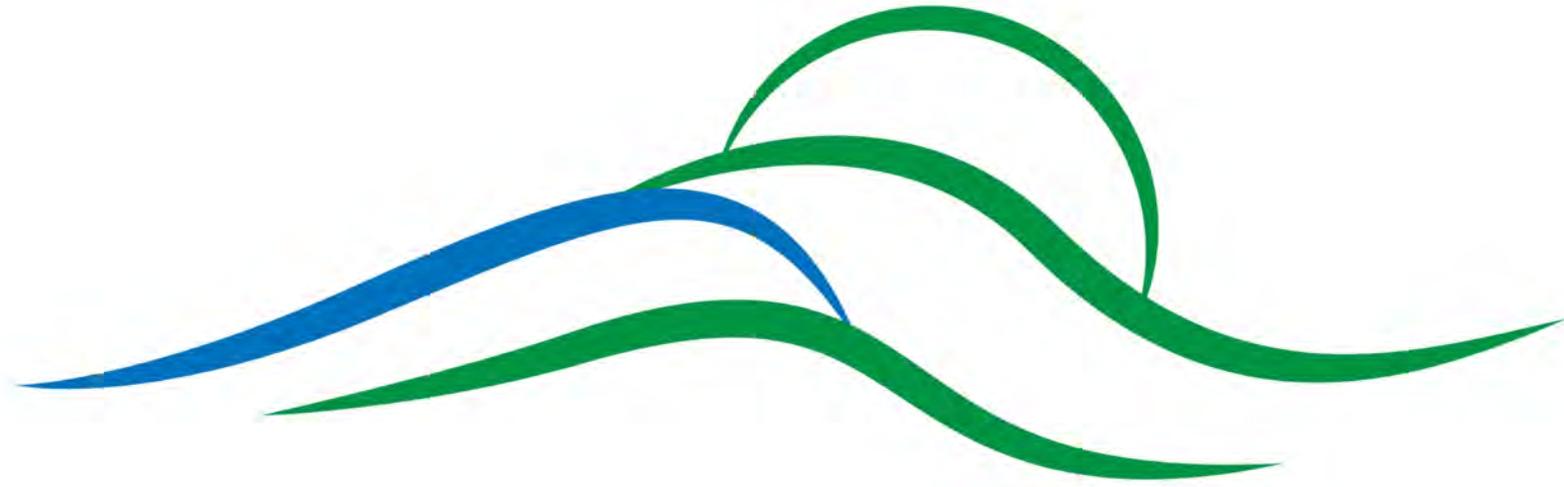
Constable, Town of Northbridge

G.

BALLOT QUESTION

Shall the Town of Northbridge be allowed to exempt from the provisions of Proposition two and one-half, so called, the amounts required to pay for the bond issued in order to pay the costs for engineering, design and installation of athletic turf at Lasell Field; associated capital improvements to the Lasell Field complex, including the track, bleachers and lighting; and purchasing equipment to maintain the turf?

H.



Eskar

Community Forum for Retail Marijuana Business

- State requirement to inform community of any marijuana businesses opening in their respective town.
- Required notification 7 days prior to forum
 - Ad placed in local newspaper: Worcester Telegram and Gazette, March 27th
 - Filing with town clerk: Doreen Cedrone, March 27th
 - Notification of abutters within 300 feet of facility: List provided by Northbridge Assessors Office and mail March 29th



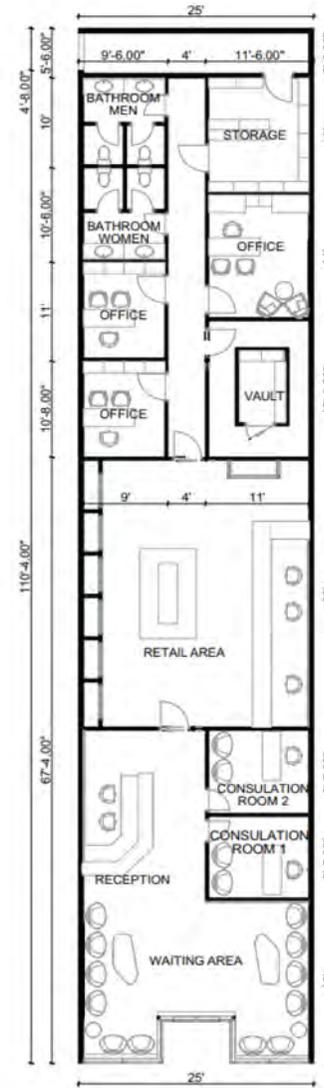
Location: 200 Commerce Drive



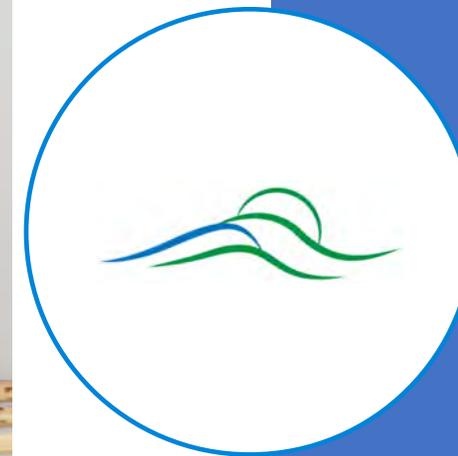
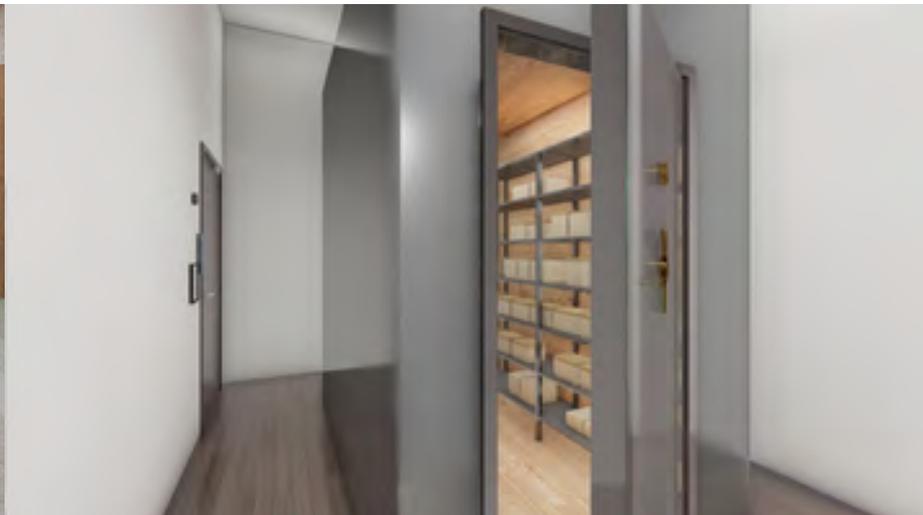
- 5,000 sq ft
- Zoned Industrial
- Near the Shaws in town and Providence Hwy
- Signed LOI with the owner



Typical Layout



Examples of Previous Design



Parking

- Lot has over 50 parking spaces
- With only 2 business it guarantees the store will have at least 25 designated spots
- This is one of the largest parking options Northbridge



Proposed Floor Plan



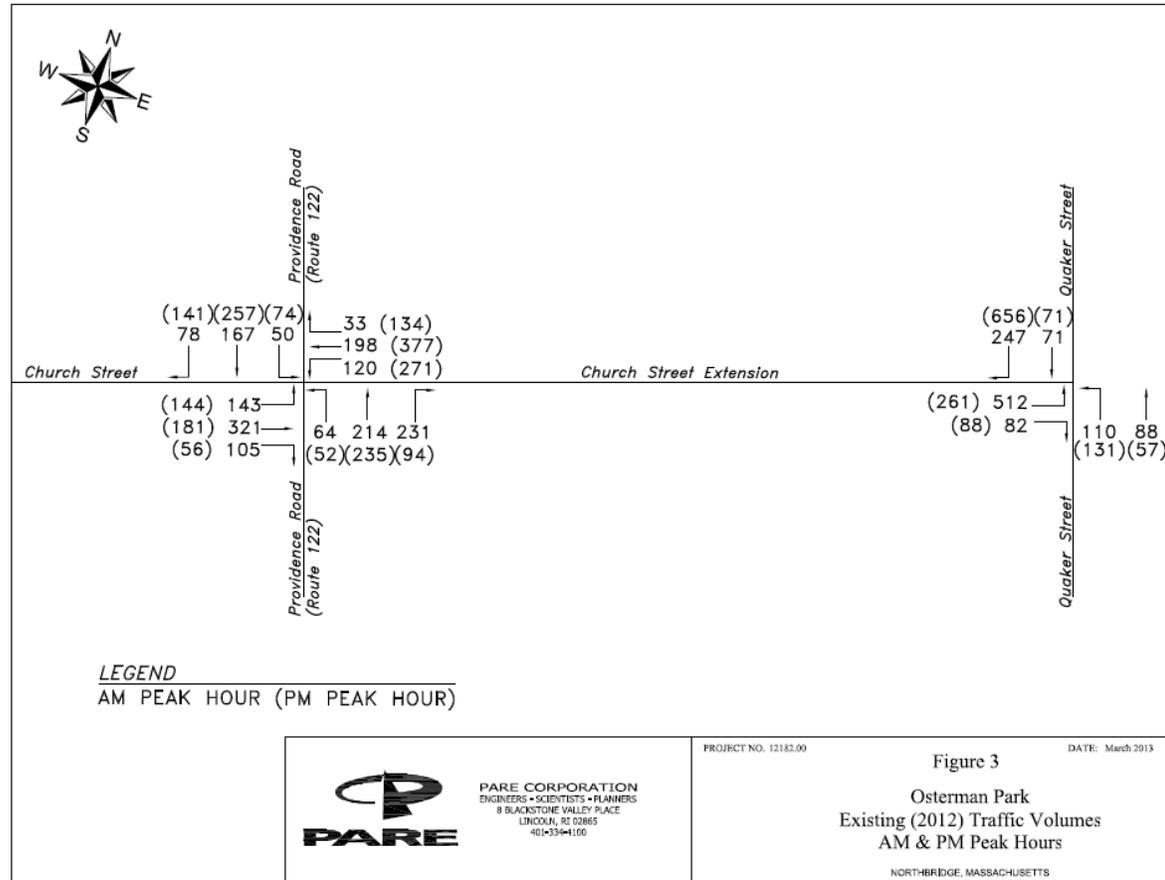
Traffic By The Numbers

For the Osterman Park Development a traffic study was conducted by Pare Corporation and submitted to the town

- In 2012 Church Street Extension saw an average of 11,800 cars a day
- At the peak PM hour the road sees 1,136 cars
- Osterman Park was approved for building with the estimated traffic impact of 1,426 cars at the peak PM hour
- We are projected to have 6,000 customers who visit once a month
 - Assume 25% come at the peak PM hour: 50 cars
 - **Store increases peak PM traffic by 4% while the projected increase for the total park is 25%**
 - **The store's impact is a fraction compared to the entire industrial park**
 - **An additional 200 cars a day would only increase traffic by 1.6% for the 2012 traffic numbers**



Traffic Study 2012 Results



PARE CORPORATION
 ENGINEERS • SCIENTISTS • PLANNERS
 8 BLACKSTONE VALLEY PLACE
 LINCOLN, RI 02865
 401-334-1100

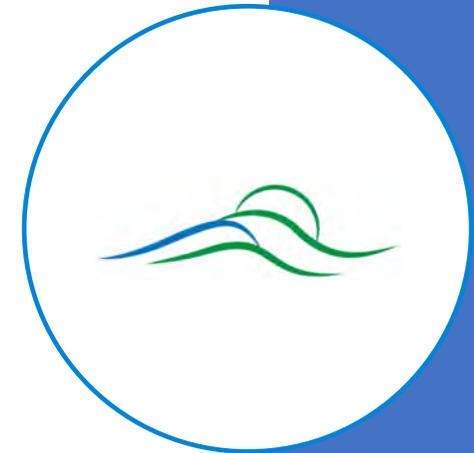
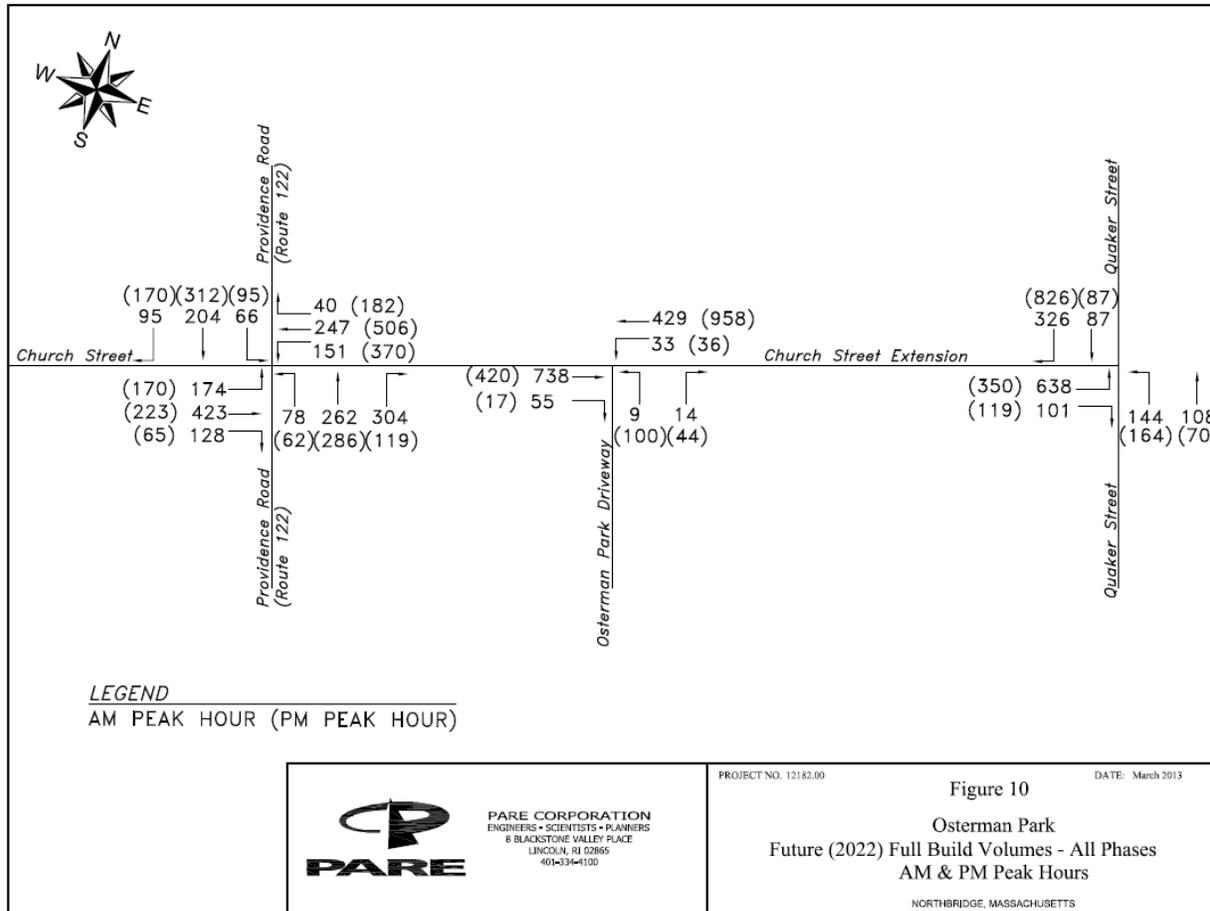
PROJECT NO. 12182.00

Figure 3
 Osterman Park
 Existing (2012) Traffic Volumes
 AM & PM Peak Hours

DATE: March 2013

NORTHBRIDGE, MASSACHUSETTS

2020 Phase III Development



Safety

- Second floor: easier to maintain traffic in and out of the store
- Rear entry with large parking area for secure transportation of products
- Size: large floor plan makes it easy to monitor and control crowds
- Empty box floor plan allows us to easily meet security requirements
- Cameras in every room where product is either transported through or stored
- Back up generator on site in the event of power outage
- Security guard on premise during open hours
- Police department less than a quarter mile away



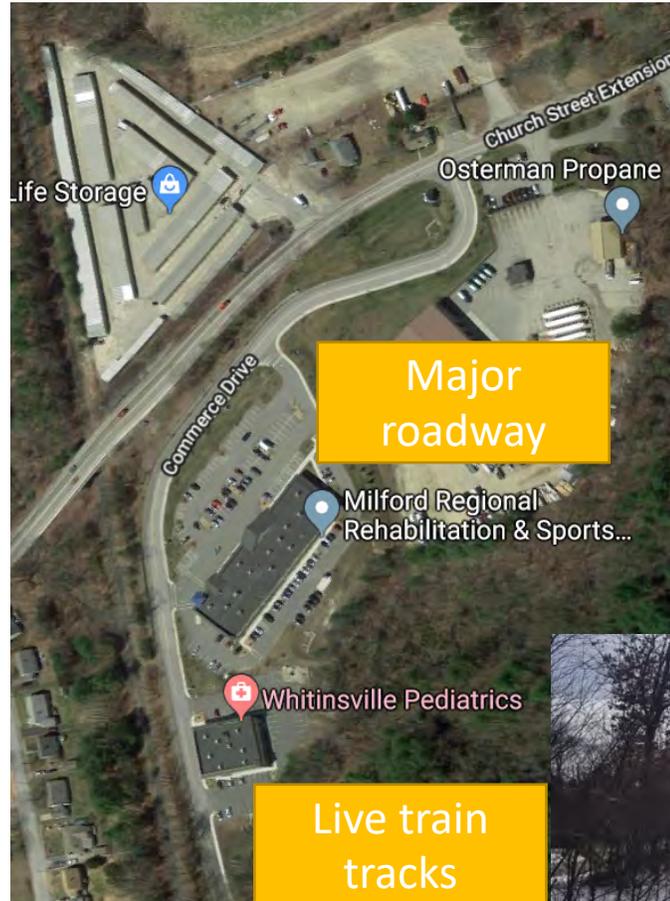
Additional Security Per 500.110

- All finished products will be stored in lock vault
- Key card access to individual rooms
- Perimeter alarm
- 24 hour recording of all cameras
- Back up security system
- Annual security audit
- ID scanner



Mitigation of Buffer Zones

- North side is protected by a major road way which sees over 12,000 cars a day
- East side is protected by an active rail way
- Over 1,000 ft of roadway from the entrance of Osterman park to the actual retail building



Benefits to Northbridge

- Opening of a legal marijuana business just as the voters of Northbridge decided
- 3% local tax on sales of goods, estimating \$100,000 to \$200,000 in tax revenues annually!
- 15-20 new jobs for the town



Permitting Process

- Received unanimous letter of approval by zoning committee
- Received unanimous approval by the safety committee
- Special Permit Process
 - Situated in industrial zone
 - Required variance to operate within park and daycare zoning buffers, per town zoning laws
 - Achieved variance through unanimous approval (5 out 5)
 - **Proceed with special permit process via Town Planning Board**
- Hosting community forum today
- Host community agreement negotiations complete
- **Submit packet to the state**



Thank You!

Michael Hunnewell

President

Eskar LLC

781-697-9323



Town Manager's Report for the Period of March 25, 2019 – April 5, 2019

1. Key Meetings Attended:

- Monday, March 25, 2019 – Attended the Board of Selectmen's Meeting.
- Tuesday, March 26, 2019 – Attended a Fiscal Policy Committee Meeting at MMA Boston.
- Wednesday, March 27, 2019 – Attended the Finance Committee Meeting.
- Monday, April 1, 2019 – Met with Chairman Melia.
- Wednesday, April 3, 2019 – Attended a Regional Town Managers' Luncheon.
- Wednesday, April 3, 2019 – Attended Teachers Association Negotiations.
- Wednesday, April 3, 2019 – Attended the Finance Committee Meeting.
- Thursday, April 4, 2019 – Met with Chairman Melia to discuss the BOS agenda.
- Thursday, April 4, 2019 – Attended the Fire Station RFQ pre-bid conference.
- Friday, April 5, 2019 – Held a Department Managers' Meeting.
- Friday, April 5, 2019 – Hosted a Sub-Committee Meeting for the Alternatives Feasibility Study Project.

2. **Balmer School Building Project:** The architect Dore & Whittier is working on Design Development with the CM-at-Risk Fontaine Brothers. The School Building Committee is reviewing design elements with the project team and as they begin permitting for the project. The Notice of Intent has been submitted to the Conservation Commission.
3. **Fire Station Project (Feasibility Study):** The Project Team has advertised the RFQ. A pre-submittal conference with prospective architect teams occurred this week. Submittals are due April 26, 2019.
4. **LED Streetlight Conversion:** The Town has sent off signed closing documents to National Grid for signature and recording. Once the closing occurs, construction will begin.
5. **Recreational Marijuana:** The Board will be holding the Public Forum and discussing the Host Community Agreement for **Eskar/Hunnewell**. this Monday April 8th. The Board will also hold the Public Forum and discuss the Host Community Agreement for **The Botanist** (cultivation) on April 22nd. The Host Community Agreement for **True Nature's Wellness** (retail) has been approved by the BoS and the company's next steps include getting Planning Board and Cannabis Control Commission approvals.
6. **Solar PILOTS:** The PILOT for Nexamp (Sutton Solar 2 project – Lasell Road) has been signed. The PILOT discussions for Syncarpha (Northbridge I & II project – Linwood Ave, also Puddon I & II) are ongoing.
7. **FY2020 Budget and Capital Plan Development:** The Finance Committee held their last budget/warrant meeting this Wednesday, April 3, 2019. The Board of Selectmen will be voting their positions on all articles and placing any questions on the ballot at the upcoming meeting on April 8th.