

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
NORTHBRIDGE TOWN HALL
7 MAIN STREET - WHITINSVILLE, MA 01588
September 25, 2017 AT 7:00 PM**

PLEDGE OF ALLEGIANCE

I. APPROVAL OF MINUTES

II. PUBLIC HEARING

- III. APPOINTMENTS: A. By the Board of Selectmen [Vote to Appoint]: Parks and Recreation Commission [2 vacancies]/ 1) Shawn Roby 2) James Gahan Jr. Present: Mike Proto, Chairman, Playground and Recreation Commission**
Disability Commission [2 Vacancies] 3) Eileen Harris 4) Kathleen Charbonneau /Present: Jonathan Smith, Chairman, Disability Commission
5) Worcester County Selectmen's Association/ a. Voting member b. Alternate voting member
By the Town Manager [Vote to Affirm]:
6) Anna Morticelli, Jr. Library Assistant/Present: Rebecca Sasseville, Interim Library Director

IV. CITIZENS' COMMENTS/INPUT

IV. DECISIONS

- B. Wilson Street [Presidential Farms Estates]/Vote to layout Wilson Street as a public way**
C. Roosevelt Drive (portion of) [Presidential Farms Estates]/Vote to layout a portion of Roosevelt Drive as a public way
D. 481 Yogi Convenience Store, Inc. d/b/a Highland Farms, 218 Church Street, Whitinsville /Application for a Change of Directors/Present: Jigar Patel, proposed manager and Attorney Lane
E. Black and Yellow Booster Club/Request to hang a banner across Church Street from October 22, 2017 to November 5, 2017 to announce their "Thriller Event" on October 29, 2017
F. Susan Palmer-Howes [DECA-High School Business Club] /Request to hold boot drive at Memorial Square and Ovan Square on Saturday, April 14, 2018 from 8 AM to 12 PM [Rain date: Sunday, April 15, 2018]/Vote to approve
G. Fall Annual Town Meeting [October 24, 2017]/Vote to withdraw articles 1, 3 & 6 [Article 1: Prior year bills; Article 3: Transfer funds; Article 6: Funding to purchase and install a safety ladder at the Upton Street Water Tank]

VI. DISCUSSIONS

- H. Northbridge's Economic Development Strategic Plan –Presentation by Christopher Ryan, CMRPC & Dominique DuTremble, CMRPC**
I. Boot Drive Policy (Revision)

VII. TOWN MANAGER'S REPORT

- J. 1) Town Manager Transition Process**
2) Meetings Attended
3) School Building Project Update
4) Fire Station Project (Feasibility Study)
5) Other ongoing tasks

VIII. SELECTMEN'S CONCERNS

IX. ITEMS FOR FUTURE AGENDA

X. CORRESPONDENCE

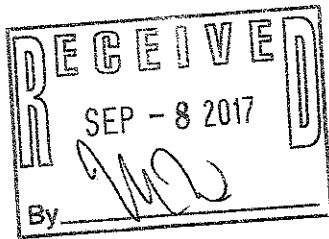
XI. EXECUTIVE SESSION

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

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.

✓ Ok Per Town Clerk

Date: July 26th, 2017

Name Shawn Roby

P. O. Box _____

Home Address 224 Lincoln Cir Northbridge, MA 01534

Email Address shawn.robby@charter.net

Telephone 508-372-9207

Cell 774-276-2792

Business BJ's Wholesale Club, Inc.

Address 25 Research Dr Westboro, MA 01581 Tel. 774-512-6129

Current Occupation/Title Lead IT Business Analyst

Education Graduate Certificate: Six Sigma Quality - Southern NH University

Masters of Business Administration: Plymouth State University

B.S. Business Administration: Plymouth State University

Governmental, Civic & Community Activities Volunteer Coach - NYSA

Charitable & Educational Activities Not Applicable

Town Committees or Offices Not Applicable

I am interested in the following Committees: Playground and Recreation

Please indicate whether the applicant and/or any family members are employed by the Town of
Northbridge. Not Applicable

NAME: Shaw, Roby

PRECINCT# 2

TOWN OF NORTHBRIDGE

COMMITTEE INTEREST (Indicate Committee preference)

- | | |
|----------------------------|----|
| 1. Playground & Recreation | 4. |
| 2. | 5. |
| 3. | 6. |

Present Interest or business affiliation (dates, places)

N/A

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

Current volunteer coach for Northbridge Youth Soccer League

Special skills and education (be specific)

How experience relates to particular committee interest

Currently volunteering as a coach for NYSA at various age levels and I currently have two children under the age of 10 who use the parks/fields on a regular basis.

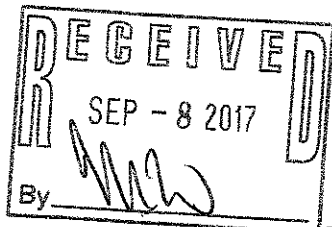
ADDITIONAL COMMENTS:

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

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.

✓ OK Per Town Clerk

Date: 6/8/17

Name James Gahan Jr.

P. O. Box _____

Home Address 15 Plummer Park Whitinsville, MA 01588

Email Address PTJRG@charter.net

Telephone (668) 234-7717

Cell (668) 277-2154

Business _____

Address _____

Tel. _____

Current Occupation/Title Physical Therapist

Education B.S. UMASS Lowell Exercise Physiology,

M.S. Physical Therapy, MBA Anna Maria College

Governmental, Civic & Community Activities Northbridge Lacrosse Board President

Coordinator, Northbridge Youth Soccer Night, Mite Coordinator,
Northbridge Youth Basketball Assistant Coach,

Charitable & Educational Activities Support Boy Scout Troop 188,

UMASS Lowell Alumni Supporter,

Town Committees or Offices N/A

I am interested in the following Committees: Park and Recreation
Committee

Please indicate whether the applicant and/or any family members are employed by the Town of
Northbridge. none

NAME: James
GARRA

PRECINCT# 1

TOWN OF NORTHBRIDGE

COMMITTEE INTEREST (Indicate Committee preference)

- | | |
|-------------------------|----|
| 1. Parks and Recreation | 4. |
| 2. | 5. |
| 3. | 6. |

Commonwealth of Massachusetts Department of Developmental Services
Present Interest or business affiliation (dates, places) seniors, P.T.

Soccer 2007 - 2012, Basketball 2012 - Present, Lacrosse
Northbridge youth soccer basketball, Lacrosse. 2011 - Present
Experience: Volunteer, social service, business (dates, places)

Physical Therapist, MBA, Proponent of youth sports,
Special skills and education (be specific) Active in community.

I have attended many Parks and Recreation meetings.
How experience relates to particular committee interest
I want to oversee youth groups in using open space and utilizing town parks/fields.

ADDITIONAL COMMENTS:

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

TALENT BANK APPLICATION

please return to:

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

A3

yes per town clerk 6/16/17 JJP

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

Date: June 13, 2017

Name Eileen M. Harris

P. O. Box

Home Address 41 Spruce St. Northbridge

Email Address befan1@verizon.net

Telephone

Cell 508-523-4260

Business

Life Skills, Inc.

Address 44 Morris St., Webster

Tel. 508-943-0700 x2159

Current Occupation/Title Speech-Language Pathologist

MA license #3089; ASHA Certified; MA DOE teaching license

Education B.A. Boston College; M.S. Worcester State College in Communication Disorders 1989

Governmental, Civic & Community Activities

Charitable & Educational Activities Member St. Mary's Parish Homebound Ministry;
Founding Member of local ALS Caregiver Support group.

Town Committees or Offices

I am interested in the following Committees: Disability Commission

Please indicate whether the applicant and/or any family members are employed by the Town of Northbridge.

NAME:

PRECINCT#

TOWN OF NORTHBRIDGE

COMMITTEE INTEREST (Indicate Committee preference)

- | | |
|----|----|
| 1. | 4. |
| 2. | 5. |
| 3. | 6. |

Present Interest or business affiliation (dates, places)

Have been working with adults with disabilities since 1990. Also have a family member with a developmental/intellectual disability for whom I am co-guardian.

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

On a personal level, my previous residence was customized to meet the physical needs of my husband who was paralyzed & ventilator dependent due to ALS.

Special skills and education (be specific)

Specialize in treating adults who are non-verbal or minimally verbal & require alternative means of communication (high tech or low technology & strategies). Experienced in prescribing, setting up, & maintaining speech-generating devices.

How experience relates to particular committee interest

I have served on & continue to serve on teams that identify assistive technology that enhances a person's ability to perform a task with greater independence. This includes working with AT designers & fabricators that create customized solutions when an "off the shelf" device has not worked.

ADDITIONAL COMMENTS:

I am hoping to bring my knowledge & experience to the Commission & contribute to the town of Northbridge. Thank you for considering my application.

Mail completed form to:

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

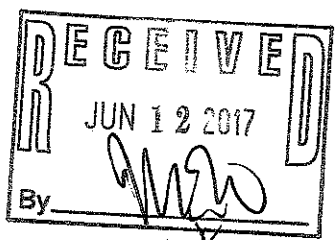
Elle M. Haines

A4

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.

Date: June 8, 2017

Name Kathleen Charbonneau
P. O. Box _____
Home Address 10 A Colonial Drive Ueters
Email Address KATHLEEN.CHARBONNEAU@YAHOO.COM
Telephone 508 266 0372 Cell _____
Business _____
Address _____ Tel. _____
Current Occupation/Title Retired

Education Northbridge HS graduate, certified health aide
Janssengmond undergrad, phlebotomy cert.
Leos Beauty Institute Inc. hairdresser

Governmental, Civic & Community Activities Am on board for
Northbridge Housing Free Clinics at N.H.S.

Charitable & Educational Activities Volunteer @ Northbridge Senior
Center for food (meal on wheels + Congregate
Volunteer at)

Town Committees or Offices NORTHBRIDGE Housing Board (present)

I am interested in the following Committees: Disability Committee

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

NAME:

*Hutton
Charbonneau*

PRECINCT#

4

TOWN OF NORTHBRIDGE

COMMITTEE INTEREST (Indicate Committee preference)

- | | |
|---|----|
| 1. <i>disability committee</i> | 4. |
| 2. | 5. |
| 3. <i>am on Northbridge
= Housing Board</i> | 6. |

Present Interest or business affiliation (dates, places)

*Volunteer at N.S.C. Clinic
Volunteer at Free Clinic
Volunteer yrs ago disability committee
Want to help improve things for disabled*

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

*Free Clinic at N. HS.
volunteers at senior center (food)
Did medical driving for Northbridge Senior
Volunteer at disability committee years ago*

Special skills and education (be specific)

*Knowledge of medical, deaf + hearing impaired
worked among elderly.
Worked in I.C.V., nursing homes.*

How experience relates to particular committee interest

*I am hearing impaired.
Worked in medical for many years. (deaf and phlebotomy
nurse extends in I.C.V. worked in nursing homes.
Now I work at Senior Center*

ADDITIONAL COMMENTS:

(did speak with Bruce Frieswick today)

Mail completed form to:

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



Worcester County Selectmen's Association

A5

Dianna Provencher, President
Doreen Goodrich, Vice President
Andrew Jolda, Treasurer
Mary Desorcy, Secretary

Email: worcestercountysselectmen@gmail.com

New Member / Membership Renewal Form FY 2018

Please make your \$50 check payable to:

Worcester County Selectmen's Association

Mail to:

Andrew Jolda, Treasurer
Worcester County Selectmen's Association
350 Main Street
Webster, Ma 01570

VOTING MEMBER NAME _____

ALTERNATE VOTING MEMBER NAME _____

TOWN _____

EMAIL _____

PHONE _____

A6

September 19, 2017

Anna Morticelli
73 Brimsmead St
Marlborough, MA 01752

Dear Ms. Morticelli,

I am very pleased to be able to offer you a job as a part-time Jr. Library Assistant at the Whitinsville Social Library for the Town of Northbridge contingent upon your satisfactory completion of a physical exam and CORI (Criminal Offender Record Information) check.

Your starting salary will be \$12.52 per hour. Your initial schedule will be Tuesdays, Wednesdays and Thursdays from 10-3 and Saturdays 10-2 with the possibility of additional shifts not to exceed 19.5 hours a week.

This position does not include any benefits or paid time off. Your first day tentatively will be Tuesday, September 26 at 10 am, following your affirmation by Northbridge's Board of Selectmen at their Monday, September 25 meeting.

By signing and returning a copy of this letter, you indicate that you accept the offer.

I look forward to working with you.

Yours Sincerely,

Rebecca Sasseville
Interim Library Manager

Accept Job Offer

By signing and dating this letter below, I, Anna Morticelli, accept this job offer of Jr. Library Assistant at the Whitinsville Social Library for the Town of Northbridge, MA.

Signature: Anna Morticelli Date: 9/19/17

Anna R. Morticelli

73 Brimsmead St • Marlborough, MA 01752
Phone: 774-249-1241 • E-Mail: a.morticelli94@gmail.com

Objective

To obtain a part time Library Assistant position and provide quality patron services.

Professional Experience

Marlborough Public Library, Marlborough, MA

Jan 2016-Nov 2016

Young Adult Services

- Assisted Young Adult Librarian in the organization and presentation of programs for the adolescent community
- Tracked inventory and ordered new young adult books/materials
- Reserved, circulated, renewed, and discharged books and other materials
- Assisted patrons find and use library resources
- Answered patron questions or referred them to librarians for further assistance if needed

Library Page

Sep 2011-Jan 2016

- Sorted library materials by call number and returned them to shelves
- Assisted patrons find and use library materials
- Answered patron questions or referred them to librarians for further assistance if needed

Education

Worcester State University, Worcester, MA

Sep 2013-May 2017

Bachelor of Science in Biology
Minors in Chemistry and Psychology
GPA: 3.351

Volunteer Experience

Crisis Text Line

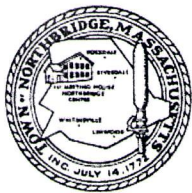
Oct 2016-Present

- Provide support and a listening ear to individuals in crisis
- Perform risk assessments to ensure safety of individuals in crisis
- Give referrals for long-term support when necessary or asked

MetroWest Hospice

June 2016-Present

- Provide companionship to hospice patients
- Offer support to family and caregivers
- Community outreach
 - Collaborated with Marlborough Public Library's Young Adult Librarian to have teens in the community make "no-sew scarves" that were handed out to hospice patients



**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**

September 22, 2017

Ms. Anna Morticelli
73 Brimstead Street
Marlborough, MA 01752

Dear Anna:

This letter is to inform you that you have been selected for appointment to the position of Jr. Library Assistant with the Whitinsville Social Library, effective September 26, 2017. This appointment is contingent upon your passing a background check [CORI] and a pre-employment physical.

The position is part-time (up to 19.5 hours per week), Grade 1 – Step 1, with a beginning salary of \$12.52 per hour, and is subject to the personnel rules and regulations of the Town of Northbridge that includes a six-month probationary period.

In accordance with Section 4-2 (b) 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."

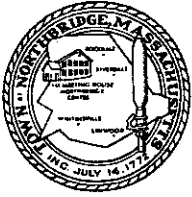
On behalf of the Town of Northbridge, I welcome you and wish you much success in your new position.

Sincerely,

Adam D. Gaudette
Town Manager

ADG/sls

c: Board of Selectmen
Rebecca Sasseville, Interim Library Director
Doreen Cedrone, Town Clerk



TOWN OF NORTHBRIDGE
PLANNING BOARD
7 MAIN STREET
WHITINSVILLE, MASSACHUSETTS 01588

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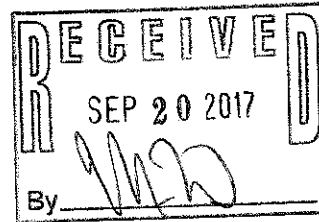
PHONE: (508) 234-2447

FAX: (508) 234-0814

September 19, 2017

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

RE: STREET ACCEPTANCE –WILSON STREET
Recommendation –Vote to Layout



Dear Board of Selectmen:

Please be advised, at its meeting of Tuesday, September 12, 2017, the Planning Board, upon motion duly made and seconded voted (4-0) **TO RECOMMEND THE LAYOUT OF WILSON STREET**. In making its determination the Planning Board reviewed correspondence received from the Department of Public Works, the Board's consulting engineer (JH Engineering Group) and Town Counsel.

Reference is made to certification(s) received from the Registered Land Surveyor and the Registered Professional Engineer (Guerriere & Halnon, Inc.) attached hereto indicating that all work, as required by the Rules and Regulations and the approved subdivision plan have been satisfied.

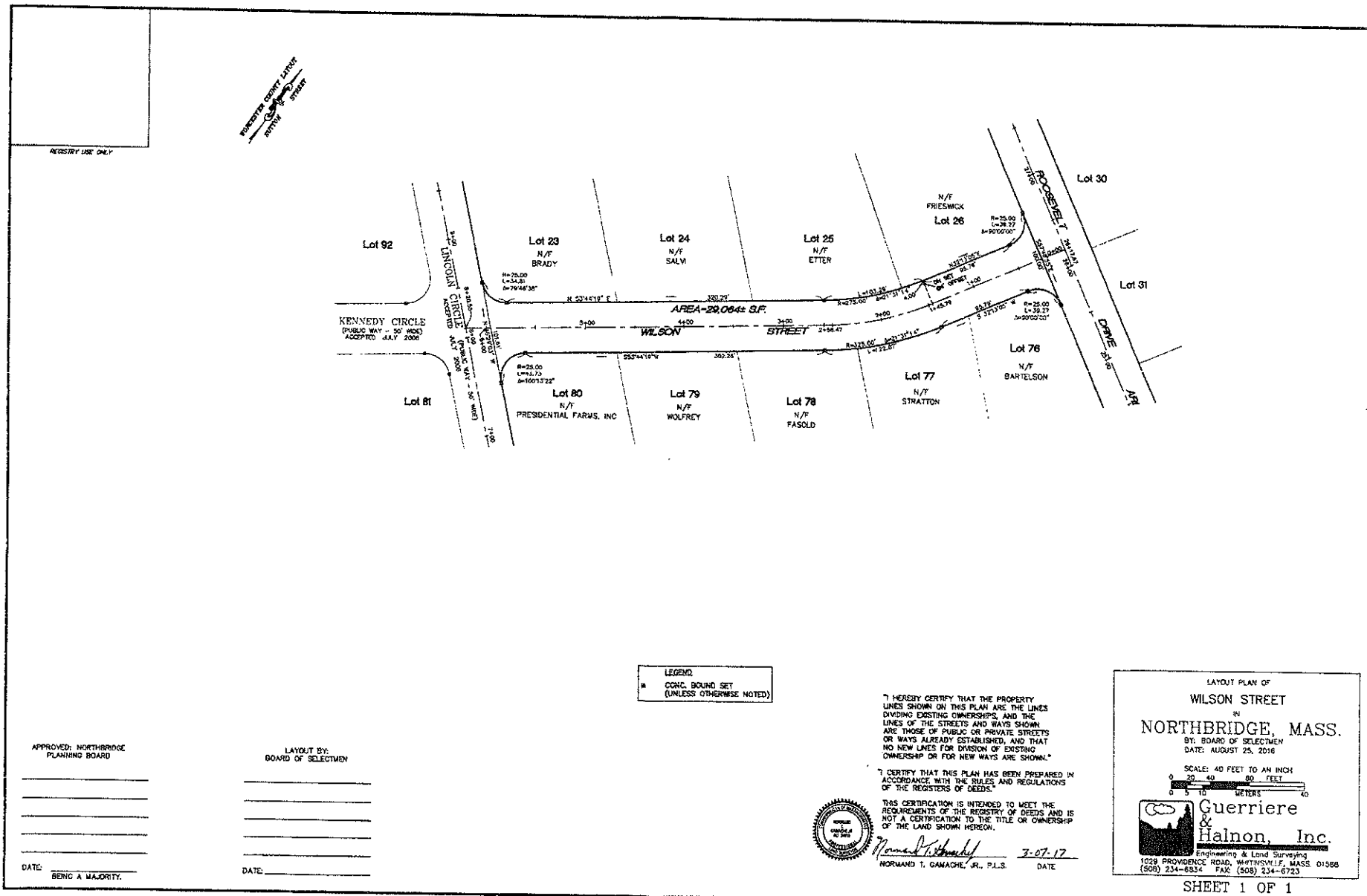
Should you require additional information concerning this matter please contact the Planning Office.

Sincerely,

R. Gary Bechtholdt II
Northbridge Town Planner

Cc: Town Clerk
Town Manager
D. Brossi, Developer
J. Shuris, DPW Director
/File

-W/Enclosure(s)



APPROVED: NORTHBRIDGE PLANNING BOARD

LAYOUT BY: BOARD OF SELECTMEN

DATE: BEING A MAJORITY.

DATE:



I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIP, AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

THIS CERTIFICATION IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTRY OF DEEDS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE LAND SHOWN HEREON.

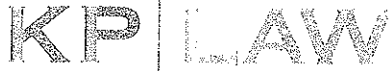
Norman T. Gamache, Jr.
NORMAN T. GAMACHE, JR., P.L.S. DATE: 3-07-17

LAYOUT PLAN OF
WILSON STREET
IN
NORTHBRIDGE, MASS.
BY: BOARD OF SELECTMEN
DATE: AUGUST 23, 2016

SCALE: 40 FEET TO AN INCH
0 20 40 60 80 FEET
0 5 10 15 20 METERS

Guerriere & Halnon, Inc.
Engineering & Land Surveying
1029 PROVIDENCE ROAD, WHITINSVILLE, MASS 01568
(508) 234-6834 FAX: (508) 234-6723

SHEET 1 OF 1



The Leader in Public Sector Law

101 Arch Street, Boston, MA 02110
Tel: 617.556.0007 Fax: 617.654.1735
www.k-plaw.com

September 14, 2017

Katharine Lord Klein
kklein@k-plaw.com

Planning Board
Town of Northbridge
7 Main Street
Whitinsville, MA 01588

Re: Presidential Farms – Roosevelt Drive and Wilson Street

Dear Members of the Planning Board:

I have been asked to review a proposed Grant of Easements from Presidential Farms, Inc. to the Town of Northbridge conveying an easement in Roosevelt Drive and Wilson Street, and six related easements for access, drainage and sewer (the "Grant"), accompanied by a Certificate of Title prepared by Charles P. Ball, Esq., dated September 12, 2017, which certifies that Presidential Farms, Inc. has good and sufficient title to the aforesaid roads and easements. The sole encumbrance is a mortgage to Webster Five Cents Savings Bank, as amended.

I approve the form of the Grant and it is my opinion, based on the Certificate of Title, that Presidential Farms, Inc. has the right to convey the necessary rights in the roads and easements to the Town.

Assuming that Town Meeting accepts the layout of the roads and easements, within 120 days of the Town Meeting vote, the Grant must be recorded, along with a certified copy of the Town Meeting vote, and a subordination of the Webster Five Cents Savings Bank mortgage, as amended.

I reserve the right to review the final documents prior to execution and recording.

Please contact me with any questions.

Very truly yours,

Katharine Lord Klein

KLK/jsh

cc: Board of Selectmen
592078/NBRI/0163



Whitinsville Office
1029 Providence Road
Whitinsville, MA 01588-2121
Phone: (508) 234-6834
Fax: (508) 234-6723

Milford Office
333 West Street
P.O. Box 235
Milford, MA 01757-0235
Phone: (508) 473-6630
Fax: (508) 473-8243

Franklin Office
55 West Central Street
Franklin, MA 02038-3807
Phone (508) 528-3221
Fax (508) 528-7921

W-2013

August 29, 2017

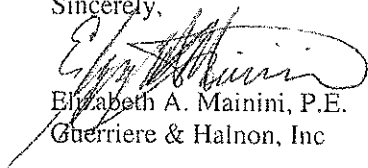
Town of Northbridge Planning Board
7 Main Street
Whitinsville, Ma 01588

Re: Roosevelt Drive and Wilson Street. at Presidential Farms

Dear Board Members:

Guerriere & Halnon Inc. has been the project engineer from the design phase through the construction of the Presidential Farms project. In reviewing our records regarding Roosevelt Drive from its intersection with Lincoln Circle northerly to the cul-de-sac, and Wilson Street. I can certify to you that the binder course of pavement has been exposed to at least one winter season prior to the application of the finish coat. I also certify that the subdivision improvements have been exposed to one winter season without substantial damage, or that damage, if occurred has been repaired. Work, as required by the Rules & Regulations and the approved subdivision plan, has been completed. I trust that this information is sufficient for your purposes. Please call me if you have any questions.

Sincerely,


Elizabeth A. Mainini, P.E.
Guerriere & Halnon, Inc





**Guerriere
&
Halnon, Inc.**

Est. 1972

ENGINEERING & LAND SURVEYING
www.gandhengineering.com

Whitinsville Office
1029 Providence Road
Whitinsville, MA 01588-2121
Phone (508) 234-6834
Fax (508) 234-6723

Milford Office
333 West Street
Post Office Box 235
Milford, MA 01757-0235
Phone (508) 473-6630
Fax (508) 473-8243

Franklin Office
55 West Central Street
Franklin, MA 02038-2101
Phone (508) 528-3221
Fax (508) 528-7921

W-2013

August 30, 2016

Town of Northbridge Planning Board
7 Main Street
Whitinsville, Ma 01588

Re: Roosevelt Drive and Wilson Street

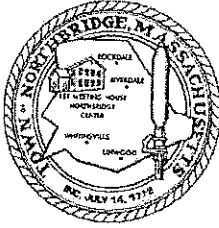
Dear Board Members:

Guerriere & Halnon Inc. has been associated with the Presidential Farms project from the design phase through the construction for the Roosevelt Drive and Wilson Street. When the roadway construction was completed we were retained to prepare the documents and plans for the transfer of Roosevelt Drive from its intersection with Lincoln Circle northerly to the cul-de-sac, and Wilson Street to the Town of Northbridge. Prior to staking the bound points that would mark the limit of the Town's ownership, Guerriere & Halnon, Inc. performed boundary traverse that had an error of closure better than 1:15,000. I certify that the all permanent monuments are in place and are accurately located and shown on the Layout plans for each street. I trust that this information is sufficient for your purposes. Please call me if you have any questions.

Sincerely,

Normand T. Gamache, Jr., P.L.S.
Guerriere & Halnon, Inc.





Town of Northbridge Department of Public Works

11 Fletcher Street, P.O. Box 88
Whitinsville, Massachusetts 01588
Phone: 508-234-3581 Fax: 508-234-0807

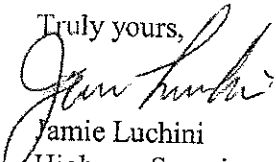
Jamie Luchini
Highway Superintendent

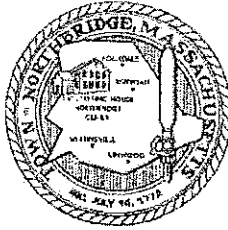
August 7, 2017

To all included parties,

This letter confirms that Roosevelt Drive, located from the intersection of Lincoln Circle and through to the cul-de-sac of Roosevelt Drive, is ready for Town acceptance as a public way. Wilson Street, located from the intersection of Roosevelt Drive to the intersection of Lincoln Circle, is also ready for acceptance as a public way. All issues stated in the attached letter, dated September 6, 2016, have been corrected. All standards set forth by the Northbridge Department of Public Works have been met.

Truly yours,


Jamie Luchini
Highway Superintendent
Town of Northbridge DPW



Town of Northbridge Department of Public Works

11 Fletcher Street, P.O. Box 88

Whitinsville, Massachusetts 01588-0088

Tel. No. (508) 234-3581 -- Fax. No. (508) 234-0807

James Shuris, P.E., MBA

Director of Public Works & Town Engineer

16 August 2017

Beck

Attention: Ann Malley, Community & Customer Manager
National Grid
245 S. Main Street
Hopedale, MA 01747

*(11)
2017
8/16*

RE: Presidential Farms Street Lights
Roosevelt Drive (Three (3) Street Lights)

Dear Ms. Malley:

This letter is to confirm your office that the Town of Northbridge will assume all utility costs for the three (3) new 50 Watt HPS street lights for the above-mentioned subdivision and more specifically on Roosevelt Drive after this street is accepted by the Town.

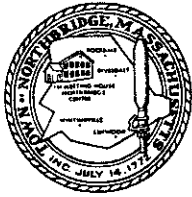
The Developer (David Brossi) will continue to pay all utility bills until such time.

Very truly yours,

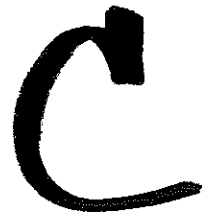
James Shuris, P.E., MBA

Director of Public Works & Town Engineer

cc: Gary Bechtholdt



TOWN OF NORTHBRIDGE
PLANNING BOARD
7 MAIN STREET
WHITINSVILLE, MASSACHUSETTS 01588



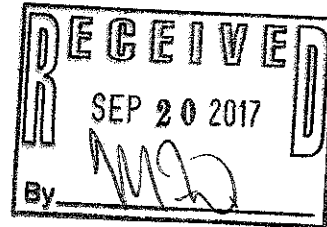
PHONE: (508) 234-2447

FAX: (508) 234-0814

September 19, 2017

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

RE: **STREET ACCEPTANCE –ROOSEVELT DRIVE**
Recommendation –Vote to Layout



Dear Board of Selectmen:

Please be advised, at its meeting of Tuesday, September 12, 2017, the Planning Board, upon motion duly made and seconded voted (4-0) **TO RECOMMEND THE LAYOUT OF ROOSEVELT DRIVE**. In making its determination the Planning Board reviewed correspondence received from the Department of Public Works, the Board's consulting engineer (JH Engineering Group) and Town Counsel.

Reference is made to certification(s) received from the Registered Land Surveyor and the Registered Professional Engineer (Guerriere & Halnon, Inc.) attached hereto indicating that all work, as required by the Rules and Regulations and the approved subdivision plan have been satisfied.

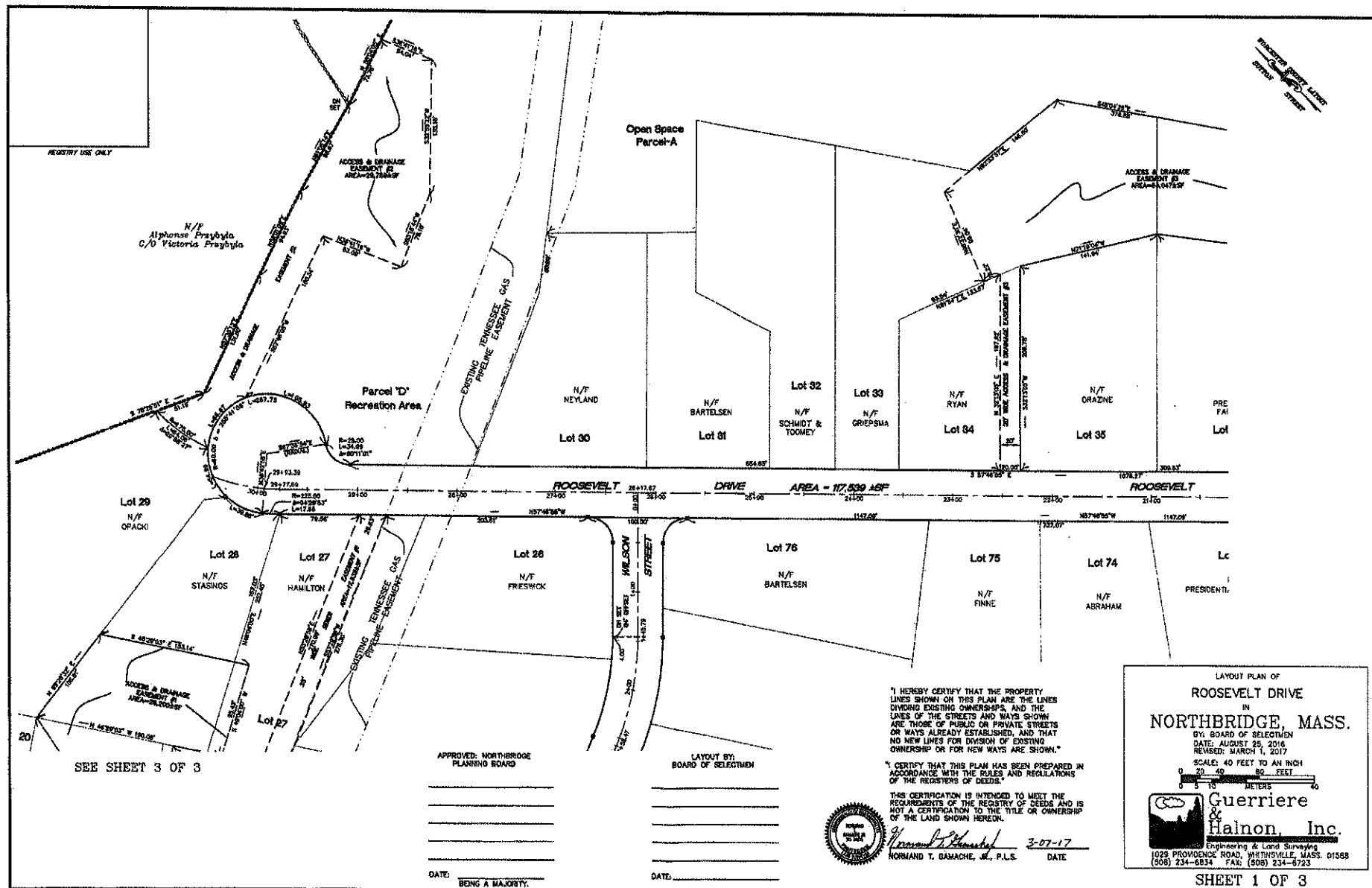
Should you require additional information concerning this matter please contact the Planning Office.

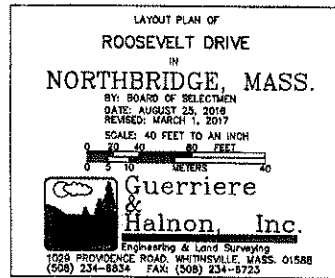
Sincerely,

R. Gary Bechtholdt II
Northbridge Town Planner

Cc: Town Clerk
Town Manager
D. Brossi, Developer
J. Shuris, DPW Director
/File

-W/Enclosure(s)





September 14, 2017

Katharine Lord Klein
kklein@k-plaw.com

Planning Board
Town of Northbridge
7 Main Street
Whitinsville, MA 01588

Re: Presidential Farms – Roosevelt Drive and Wilson Street

Dear Members of the Planning Board:

I have been asked to review a proposed Grant of Easements from Presidential Farms, Inc. to the Town of Northbridge conveying an easement in Roosevelt Drive and Wilson Street, and six related easements for access, drainage and sewer (the “Grant”), accompanied by a Certificate of Title prepared by Charles P. Ball, Esq., dated September 12, 2017, which certifies that Presidential Farms, Inc. has good and sufficient title to the aforesaid roads and easements. The sole encumbrance is a mortgage to Webster Five Cents Savings Bank, as amended.

I approve the form of the Grant and it is my opinion, based on the Certificate of Title, that Presidential Farms, Inc. has the right to convey the necessary rights in the roads and easements to the Town.

Assuming that Town Meeting accepts the layout of the roads and easements, within 120 days of the Town Meeting vote, the Grant must be recorded, along with a certified copy of the Town Meeting vote, and a subordination of the Webster Five Cents Savings Bank mortgage, as amended.

I reserve the right to review the final documents prior to execution and recording.

Please contact me with any questions.

Very truly yours,



Katharine Lord Klein

KLK/jsh
cc: Board of Selectmen
592078/NBRI/0165



**Guerriere &
Halnon, Inc.**
ENGINEERING & LAND SURVEYING

www.gandhengineering.com

Est. 1972

Whitinsville Office
1029 Providence Road
Whitinsville, MA 01588-2121
Phone: (508) 234-6834
Fax: (508) 234-6723

Milford Office
333 West Street
P.O. Box 235
Milford, MA 01757-0235
Phone: (508) 473-6630
Fax: (508) 473-8243

Franklin Office
55 West Central Street
Franklin, MA 02038-3807
Phone (508) 528-3221
Fax (508) 528-7921

W-2013

August 29, 2017


Town of Northbridge Planning Board
7 Main Street
Whitinsville, Ma 01588

Re: Roosevelt Drive and Wilson Street. at Presidential Farms

Dear Board Members:

Guerriere & Halnon Inc. has been the project engineer from the design phase through the construction of the Presidential Farms project. In reviewing our records regarding Roosevelt Drive from its intersection with Lincoln Circle northerly to the cul-de-sac, and Wilson Street, I can certify to you that the binder course of pavement has been exposed to at least one winter season prior to the application of the finish coat. I also certify that the subdivision improvements have been exposed to one winter season without substantial damage, or that damage, if occurred has been repaired. Work, as required by the Rules & Regulations and the approved subdivision plan, has been completed. I trust that this information is sufficient for your purposes. Please call me if you have any questions.

Sincerely,


Elizabeth A. Mainini, P.E.
Guerriere & Halnon, Inc





Whitinsville Office
1029 Providence Road
Whitinsville, MA 01588-2121
Phone (508) 234-6834
Fax (508) 234-6723

Milford Office
333 West Street
Post Office Box 235
Milford, MA 01757-0235
Phone (508) 473-6630
Fax (508) 473-8243

Franklin Office
55 West Central Street
Franklin, MA 02038-2101
Phone (508) 528-3221
Fax (508) 528-7921

W-2013

August 30, 2016

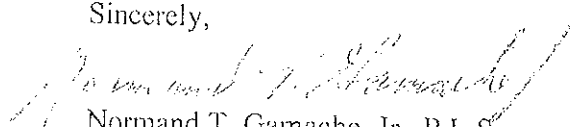
Town of Northbridge Planning Board
7 Main Street
Whitinsville, Ma 01588

Re: Roosevelt Drive and Wilson Street

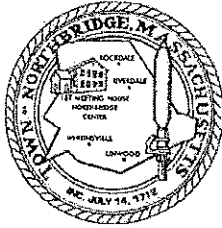
Dear Board Members:

Guerriere & Halnon Inc. has been associated with the Presidential Farms project from the design phase through the construction for the Roosevelt Drive and Wilson Street. When the roadway construction was completed we were retained to prepare the documents and plans for the transfer of Roosevelt Drive from its intersection with Lincoln Circle northerly to the cul-de-sac, and Wilson Street to the Town of Northbridge. Prior to staking the bound points that would mark the limit of the Town's ownership, Guerriere & Halnon, Inc. performed boundary traverse that had an error of closure better than 1:15,000. I certify that the all permanent monuments are in place and are accurately located and shown on the Layout plans for each street. I trust that this information is sufficient for your purposes. Please call me if you have any questions.

Sincerely,


Normand T. Gamache, Jr., P.L.S.
Guerriere & Halnon, Inc.





Town of Northbridge Department of Public Works

11 Fletcher Street, P.O. Box 88
Whitinsville, Massachusetts 01588

Phone: 508-234-3581

Fax: 508-234-0807

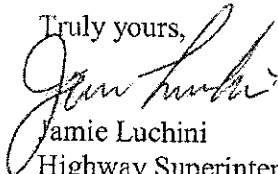
Jamie Luchini
Highway Superintendent

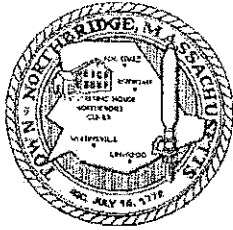
August 7, 2017

To all included parties,

This letter confirms that Roosevelt Drive, located from the intersection of Lincoln Circle and through to the cul-de-sac of Roosevelt Drive, is ready for Town acceptance as a public way. Wilson Street, located from the intersection of Roosevelt Drive to the intersection of Lincoln Circle, is also ready for acceptance as a public way. All issues stated in the attached letter, dated September 6, 2016, have been corrected. All standards set forth by the Northbridge Department of Public Works have been met.

Truly yours,


Jamie Luchini
Highway Superintendent
Town of Northbridge DPW



Town of Northbridge Department of Public Works

11 Fletcher Street, P.O. Box 88

Whitinsville, Massachusetts 01588-0088

Tel. No. (508) 234-3581 – Fax. No. (508) 234-0807

James Shuris, P.E., MBA

Director of Public Works & Town Engineer

16 August 2017

Attention: Ann Malley, Community & Customer Manager
National Grid
245 S. Main Street
Hopedale, MA 01747

RE: Presidential Farms Street Lights
Roosevelt Drive (Three (3) Street Lights)

Dear Ms. Malley:

This letter is to confirm your office that the Town of Northbridge will assume all utility costs for the three (3) new 50 Watt HPS street lights for the above-mentioned subdivision and more specifically on Roosevelt Drive after this street is accepted by the Town.

The Developer (David Brossi) will continue to pay all utility bills until such time.

Very truly yours,

James Shuris, P.E., MBA

Director of Public Works & Town Engineer

cc: Gary Bechtholdt



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

Print Form

D

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER 3320

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 00035-PK-0904

LICENSEE NAME 481 Yogi Convenience Store, Inc dba Highland Farms

ADDRESS 218 Church Street

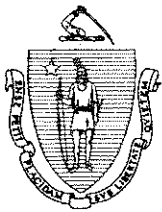
CITY/TOWN Whitinsville STATE MA ZIP CODE 01588

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input checked="" type="checkbox"/> New Officer/Director | <input type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) \$15 | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other | <input type="text"/> | | |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE
CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

**AMENDMENT APPLICATION FOR A CHANGE OF BENEFICIAL INTEREST OR
TRANSFER/ISSUANCE OF STOCK**

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF LICENSEE (Business Contact)	481 Yogi Convenience Store, Inc.
ABCC License Number	00035-PK-0904
City/Town of Licensee	Northbridge

2. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name:	Henry	Middle:	J.	Last Name:	Lane
Title:	Attorney	Primary Phone:	508/234-4400		
Email:	hlane@laneandhamer.com				

3. BUSINESS CONTACT

Please complete this section **ONLY** if there are changes to the Licensee phone number, business address (corporate headquarters), or mailing address.

Entity Name:					
Primary Phone:		Fax Number:			
Alternative Phone:		Email:			

Business Address (Corporate Headquarters)

Street Number:	218	Street Name:	Church Street		
City/Town:	Whitinsville	State:	MA		
Zip Code:	01588	Country:	USA		

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:	218	Street Name:	Church Street		
City/Town:	Whitinsville	State:	MA		
Zip Code:	01588	Country:	USA		

**AMENDMENT APPLICATION FOR A CHANGE OF BENEFICIAL INTEREST OR
TRANSFER/ISSUANCE OF STOCK**

4. CURRENT OWNERSHIP (Before Change in Beneficial Interest)

Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license. This pertains to the current licensee (before change in beneficial interest occurs).

Name	Title / Position	% Owned	Other Beneficial Interest
Jigarkumar G. Patel	Stockholder/Officer	100%	
Dashrath Patel	Director	0%	

PROPOSED OWNERSHIP (After Change in Beneficial Interest)

Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

- A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.
- B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.
- C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
Jigar G. Patel	Stockholder	100%	
Jigar G. Patel	President/Treasurer/Clerk/Director	100%	

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

APPLICANT'S STATEMENT

I, Jigar G. Patel the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member
Authorized Signatory

Of 481 Yogi Convenience Store, Inc., hereby submit this application for Change of Officers
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature:

Jigar G. Patel

Date:

Title:

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a COR! Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation	<input type="text" value="Mr."/>	First Name	<input type="text" value="Jigar"/>	Middle Name	<input type="text" value="G."/>	Last Name	<input type="text" value="Patel"/>	Suffix	<input type="text"/>
Title:	<input type="text" value="Owner"/>		Social Security Number	<input type="text" value="012-88-2289"/>		Date of Birth	<input type="text" value="07/29/1979"/>		
Primary Phone:	<input type="text" value="508-498-0955"/>			Email:	<input type="text" value="sejaljack@yahoo.com"/>				
Mobile Phone:	<input type="text"/>			Fax Number	<input type="text" value="508-278-4031"/>				
Alternative Phone:	<input type="text"/>								

Business Address

Street Number:	<input type="text" value="218"/>	Street Name:	<input type="text" value="Church Street"/>
City/Town:	<input type="text" value="Whitinsville"/>	State:	<input type="text" value="MA"/>
Zip Code:	<input type="text" value="01588"/>	Country:	<input type="text" value="USA"/>

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:	<input type="text"/>	Street Name:	<input type="text"/>
City/Town:	<input type="text"/>	State:	<input type="text"/>
Zip Code:	<input type="text"/>	Country:	<input type="text"/>

Types of Interest (select all that apply)

<input type="checkbox"/> Contractual	<input checked="" type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input type="checkbox"/> LLC Manager
<input type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input checked="" type="checkbox"/> Officer	
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input checked="" type="checkbox"/> Stockholder
			<input type="checkbox"/> Other

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☒ Yes ☐ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☒ Direct ☐ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

100

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
Wife	13043012	Owner	100%

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

418 YOGI CONVENIENCE STORE, INC.

ACTION BY STOCKHOLDER

3/1/2017

Pursuant to Massachusetts General Laws, Chapter 156D, Section 8.21, the stockholder of 481 YOGI CONVENIENCE STORE, INC. has consented in writing to the action set forth in the form of a vote immediately following, which shall be treated as a vote for all purposes as fully as if said action and vote had been adopted at a duly called and held meeting of the stockholders of 481 YOGI CONVENIENCE STORE, INC.

The sole stockholder of 481 Yogi Convenience Store, Inc. does hereby take the following action in lieu of a special meeting of the stockholders.

1. The election of Jigar G. Patel as director of the 481 Yogi Convenience Store Inc. until his successor has been duly elected and qualified.

The foregoing action was taken on March 1, 2017, and shall be construed as a duly adopted vote of the shareholder of the corporation.

Attest:

Jigar G. Patel

Jigar G. Patel, Secretary/Clerk

418 YOGI CONVENIENCE STORE, INC.

ACTION BY DIRECTOR

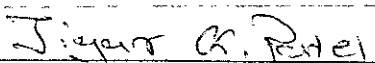
3/1/2017

Pursuant to Massachusetts General Laws, Chapter 156D, Section 8.21, the undersigned being the director of 481 YOGI CONVENIENCE STORE, INC. hereby consents in writing to the action set forth in the form of a vote immediately following, which shall be treated as a vote for all purposes as fully as if said action and vote had been adopted at a duly called and held meeting of the board of directors of 481 YOGI CONVENIENCE STORE, INC.

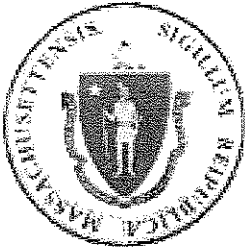
I, Jigar G. Patel, f/k/a Jigarkumar G. Patel, being the sole director of 481 Yogi Convenience Store, Inc. do hereby take the following action in lieu of a special meeting of the directors.

1. The corporation hereby appoints Jigar G. Patel to be the manager of the alcoholic beverage business at the Highland Farms store at 218 Church Street in Northbridge, MA
2. The appointment of Jigar G. Patel as manager of the Highland Farms store shall be active until a change in manager has been approved by the local licensing authority.

The foregoing action was taken on March 1, 2017, and shall be construed as a duly adopted vote of the director(s) of the corporation.



Jigar G. Patel, f/k/a Jigarkumar G. Patel,
Director



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: 481 YOGI CONVENIENCE STORE, INC.

2. Current registered office address:

Name: JIGAR G. PATEL
 No. and Street: 218 CHURCH STREET
 City or Town: WHITINSVILLE State: MA Zip: 01588 Country: USA

3. The following supplemental information has changed:

Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	JIGAR G. PATEL	312 REBECCA ROAD WHITINSVILLE, MA 01588 USA
TREASURER	JIGAR G. PATEL	312 REBECCA ROAD WHITINSVILLE, MA 01588 USA
SECRETARY	JIGAR G. PATEL	312 REBECCA ROAD WHITINSVILLE, MA 01588 USA
DIRECTOR	JIGAR G. PATEL	312 REBECCA ROAD WHITINSVILLE, MA 01588 USA

Fiscal year end:
 December

Type of business in which the corporation intends to engage:

RETAIL CONVENIENCE STORE

Principal office address:

No. and Street: 218 CHURCH STREET
 City or Town: WHITINSVILLE State: MA Zip: 01588 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 218 CHURCH STREET
 City or Town: WHITINSVILLE State: MA Zip: 01588 Country: USA

which is

- ☒ its principal office ☐ an office of its transfer agent
☐ an office of its secretary/assistant secretary ☐ its registered office

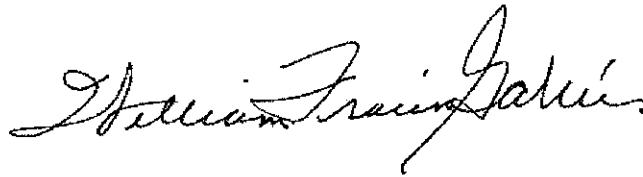
Signed by JIGAR G. PATEL, its PRESIDENT
on this 22 Day of May, 2017

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All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

May 22, 2017 02:31 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION

(General Laws, Chapter 156B)

ARTICLE I

The exact name of the corporation is:

481 Yogi Convenience Store, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

To conduct a gasoline station and convenience store business, to sell tobacco products, newspapers and magazines, gifts, and to sell related products and provide related services and to engage in all other activities permitted by the Massachusetts Corporation Laws (M.G.L. c.156B).

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 3 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock which the corporation is authorized to issue.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:	200,000	Common:	0	
Preferred:	0	Preferred:	0	

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

N/A

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

see attached page.

ARTICLE VI

**Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

see attached page.

**If there are no provisions state "None"

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

ARTICLE V

RESTRICTIONS

Any stockholder, including the heirs, assigns, executors or administrators of a deceased stockholder, desiring to sell, transfer or pledge such stock owned by him or them, shall first offer it to the corporation through the Board of Directors, in the following manner:

He shall notify the directors of his desire to sell or transfer by notice in writing, which notice shall contain the price at which he is willing to sell or transfer and the name of one arbitrator. The directors shall within thirty days thereafter either accept the offer, or by notice to him in writing name a second arbitrator, and these two shall name a third. It shall then be the duty of the arbitrators to ascertain the value of the stock, and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator.

After the acceptance of the offer, or the report of the arbitrators as to the value of the stock, the directors shall have thirty (30) days within which to purchase the same at such valuation, but if at the expiration of thirty days, the corporation shall not have exercised the right so to purchase, the owner of the stock shall be at liberty to dispose of the same in any manner he may see fit.

No shares of stock shall be sold or transferred on the books of the corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive the requirements.

ARTICLE VI

OTHER LAWFUL PROVISIONS

(a) Stockholder meetings may be held at any location in the United States upon proper notice.

(b) The Corporation may be a partner in any business enterprise it would have the power to conduct by itself.

(c) The directors may make, amend or repeal the By-Laws in whole or in part, except with respect to any provision thereof which by law or the By-Laws require action by the stockholders.

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

- a. The street address (*post office boxes are not acceptable*) of the principal office of the corporation in Massachusetts is:
1001 Village Road East, Norwood, MA 02062
- b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Rasik Patel	1001 Village Road East, Norwood, MA 02062	same
Treasurer:	Rasik Patel	1001 Village Road East, Norwood, MA 02062	same
Clerk:	Rasik Patel	1001 Village Road East, Norwood, MA 02062	same
Directors:	Rasik Patel	1001 Village Road East, Norwood, MA 02062	same

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of: December

d. The name and business address of the resident agent, if any, of the corporation is:

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature, hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 21st day of August, 20 01.

Rasik Patel

Rasik Patel

Notes: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title before held or other authority by which such action is taken.

766012

248

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

(General Laws, Chapter 156B)

RECEIVED
COMMONWEALTH
01 AUG 24 PM 12:03
CORPORATION DIVISION

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 200 having been paid, said articles are deemed to have been filed with me this 24th day of AUGUST 20 01.

Effective date: _____

William Francis Galvin

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

A TRUE COPY ATTEST
William Francis Galvin
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH
DATE _____

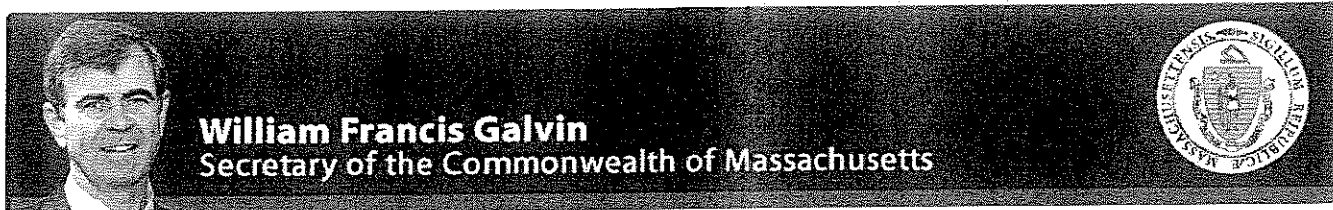
FILING FEE: One tenth of one percent of the total authorized capital stock, but not less than \$200.00. For the purpose of filing, shares of stock with a par value less than \$1.00, or no par stock, shall be deemed to have a par value of \$1.00 per share.

TO BE FILLED IN BY CORPORATION

Photocopy of document to be sent to:

George A. Perry, Esq.
Two Newton Place, Suite 200
255 Washington Street
Newton, MA 02458-1634

Telephone: (617) 965-4030



Corporations Division

Business Entity Summary

ID Number: 043573301

[Request certificate](#)[New search](#)

Summary for: 481 YOGI CONVENIENCE STORE, INC.

The exact name of the Domestic Profit Corporation: 481 YOGI CONVENIENCE STORE, INC.

Entity type: Domestic Profit Corporation

Identification Number: 043573301

Old ID Number: 000000000

Date of Organization in Massachusetts:
08-24-2001

Last date certain:

Current Fiscal Month/Day: 12/31

Previous Fiscal Month/Day: 12/31

The location of the Principal Office:

Address: 218 CHURCH STREET

City or town, State, Zip code, WHITINSVILLE, MA 01588 USA

Country:

The name and address of the Registered Agent:

Name: JIGAR G. PATEL

Address: 218 CHURCH STREET

City or town, State, Zip code, WHITINSVILLE, MA 01588 USA

Country:

The Officers and Directors of the Corporation:

Title	Individual Name	Address
PRESIDENT	JIGAR G. PATEL	312 REBECCA ROAD WHITINSVILLE, MA 01588 USA
TREASURER	JIGAR G. PATEL	312 REBECCA ROAD WHITINSVILLE, MA 01588 USA
SECRETARY	JIGAR G. PATEL	312 REBECCA ROAD WHITINSVILLE, MA 01588 USA
DIRECTOR	JIGAR G. PATEL	312 REBECCA ROAD WHITINSVILLE, MA 01588 USA

Business entity stock is publicly traded: ☐

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	200,000	\$ 0.00	100

☐ Consent ☐ Confidential Data ☐ Merger Allowed ☐ Manufacturing

ALL FILINGS
Administrative Dissolution
Annual Report
Application For Revival
Articles of Amendment
Articles of Chapter Corporation

--

New search

STANDARD FORM COMMERCIAL LEASE

- NAND REALTY LLC, a Massachusetts limited liability company,
1. PARTIES (fill in) LESSOR, which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease to 481 YOGI CONVENIENCE STORE, INC., a Massachusetts business corporation, 218 Church Street, Whitinsville, MA
2. PREMISES (fill in and include, if applicable, suite number, floor number, and square feet) LESSEE, which expression shall include its successors, executors, administrators and assigns where the context so admits, and the LESSEE hereby leases the following described premises: Land and building at 218 Church Street, Whitinsville (Northbridge), Massachusetts
- ~~together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto.~~
3. TERM (fill in) The term of this lease shall be for fifteen (15) years commencing on November 1, 2009 and ending on October 31, 2024
4. RENT (fill in) The LESSEE shall pay to the LESSOR fixed rent at the rate of \$60,064.32 dollars per year, payable in advance in monthly installments of \$5,005.36, subject to proration in the case of any partial calendar month. All rent shall be payable without offset or deduction.
5. SECURITY DEPOSIT (fill in) Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of -0- dollars, which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease, without interest, subject to the LESSEE's satisfactory compliance with the conditions hereof.
6. RENT ADJUSTMENT ~~If in any tax year commencing with the fiscal year, the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year (hereinafter called the "Base Year"), LESSEE will pay to LESSOR as additional rent hereunder, when and as designated by notice in writing by LESSOR, percent of such excess that may occur in each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year. If the LESSOR obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the LESSEE.~~
- A. TAX ESCALATION (fill in or delete)
- B. OPERATING COST ESCALATION (fill in or delete) The LESSEE shall pay to the LESSOR as additional rent hereunder when and as designated by notice in writing by LESSOR, 100% percent of any increase in operating expenses over those incurred during the calendar year. Operating expenses are defined for the purposes of this agreement as all costs and expenses incurred by the LESSOR during any calendar year in connection with the operation and maintenance of the land and buildings of which the leased premises are a part, including without limitation insurance premiums, license fees, janitorial service, landscaping and snow removal, employee compensation and fringe benefits, equipment and materials, utility costs, repairs, maintenance and any capital expenditure (reasonably amortized with interest) incurred in order to reduce other operating expenses or comply with any governmental requirement.
- Operating expenses shall include all real estate taxes assessed on the premises.
- ~~This increase shall be prorated should this lease be in effect with respect to only a portion of any calendar year.~~
- C. CONSUMER PRICE ESCALATION (fill in or delete) (4) LESSEE agrees that in the event the "Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1982-84=100)" (hereinafter referred to as the "Price Index") published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute index designated by the LESSOR appropriately adjusted, reflects an increase in the cost of living over and above the cost of living as reflected by the Price Index for the month of .20 (hereinafter called the "Base Price Index"), the fixed rent shall be adjusted in accordance with sub paragraph (2) of this Article.



~~(2) Commencing as of the first anniversary of the term commencement date, there shall be an adjustment (hereinafter referred to as "Adjustment") in the fixed rent calculated by multiplying the fixed rent set forth in Article 4 by a fraction, the numerator of which shall be the Price Index for the month of _____ and the denominator of which (for each such fraction) shall be the Base Price Index, PROVIDED, HOWEVER, no Adjustment shall reduce the fixed rent as previously payable in accordance with this Article or Article 4.~~

~~(3) In the event the Price Index ceases to use the 1982-84 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price Index in effect at the date of the lease not been changed.~~

7 UTILITIES

**delete "air conditioning" if not applicable*

The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the leased premises exclusively. ~~The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning* (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning* seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.~~

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

8. USE OF LEASED PREMISES (fill in)

The LESSEE shall use the leased premises only for the purpose of a retail store.

9. COMPLIANCE WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated. Without limiting the generality of the foregoing (a) the LESSEE shall not bring or permit to be brought or kept in or on the leased premises or elsewhere on the LESSOR's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws; and (b) the LESSEE shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased premises and any work performed by the LESSEE therein.

10. FIRE INSURANCE

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.

11. MAINTENANCE

A. LESSEE'S OBLIGATIONS

The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

B. LESSOR'S OBLIGATIONS

The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.

12. ALTERATIONS - ADDITIONS

The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR.

Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein

13. ASSIGNMENT – SUBLEASING The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.
14. SUBORDINATION This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, deeds of trust or other such instruments in the nature of a mortgage.
15. LESSOR'S ACCESS The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.
16. INDEMNIFICATION AND LIABILITY (fill in) The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by anything occurring on the leased premises unless caused by the negligence or misconduct of the LESSOR, and from all loss damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be Lessee's responsibility.
17. LESSEE'S LIABILITY INSURANCE (fill in) The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of \$500,000.00 with property damage insurance in limits of \$100,000.00 in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.
18. FIRE, CASUALTY – EMINENT DOMAIN Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:
(a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
(b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.
The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.
19. DEFAULT AND BANKRUPTCY (fill in) In the event that:
(a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
(b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
(c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,
then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of _____ percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.
20. NOTICE (fill in) Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at the address of the LESSOR as set forth in the lease.

21 SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22. ~~BROKERAGE~~
(fill in or delete)

~~The Broker(s) named herein:~~

~~warrant(s) that he (they) is (are) duly licensed as such by the Commonwealth of Massachusetts, and join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to him (them), and to any amendments or modifications of such provisions to which he (they) agree(s) in writing.~~

LESSOR agrees to pay the above-named Broker upon the term commencement date a fee for professional services of or pursuant to Broker's attached commission schedule. The LESSEE warrants and represents that it has dealt with no other broker entitled to claim a commission in connection with this transaction and shall indemnify the LESSOR from and against any such claim, including without limitation reasonable attorneys' fees incurred by the LESSOR in connection therewith.

23. CONDITION OF PREMISES

Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the LESSEE.

24. FORCE MAJEURE

In the event that the LESSOR is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.

25. LATE CHARGE

If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days, the LESSEE shall pay to the LESSOR a late charge equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues.

26. LIABILITY OF OWNER

No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.

27. OTHER PROVISIONS

It is also understood and agreed that

IN WITNESS HEREOF, the said parties hereunto set their hands and seals this

day of November, 2009

481 YOGI CONVENIENCE STORE, INC.

NAND REALTY, LLC

By: Sigmar K. Patel
LESSEE, President

By: Sigmar K. Patel
LESSOR, Manager

LESSEE

LESSOR

NTM License Slips

Row 2

Current Status On Agenda for 9/11/17

Done

License ID: NTM#16037

License Type: Change in Officers/Directors

Description: The Board of Selectmen approved the application for a Change in Manager on May 22, 2017. The ABCC had no objection with the Change of Manager but they are requesting 481 Yogi Convenience update their directors.

Business: 481 Yogi Convenience Store, Inc.

Applicant: Jigar Patel

Address: 218 Church Street

Approval Target 09/06/17

Slip Started on: 08/29/17 9:16 AM

**PLANNING
Approve:** ✓

**PLANNING
Comments:** N/A -Not Applicable

**POLICE
Approve:** ✓

**POLICE
Comments:** No objections

FIRE Approve: ✓

**FIRE
Comments:**

**BUILDING
ZONING
Approve:** ✓

**BUILDING
ZONING
Comments:** 8/29/2017

**CONSERVATION
Approve:** ✓

**CONSERVATION
Comments:**

HEALTH
Approve: ✓

HEALTH
Comments: Board of Health approves.

ASSESSORS
Approve: ✓

ASSESSORS
Comments: No Issues. Bob Fitzgerald

TREASURER
COLLECTOR
Approve: ✓

TREASURER
COLLECTOR
Comments:

Melissa Wetherbee

From: Holly Wilbur <hollybee200@msn.com>
Sent: Friday, September 15, 2017 9:02 AM
To: Melissa Wetherbee
Subject: Banner Request

E

Changed date
available ✓ oct 22nd to Nov 5th

Dear Mr. Gaudette,

The Black and Yellow Booster Club is interested in hanging a banner in Northbridge from ~~October 8th~~ to the 22nd to help advertise our upcoming Halloween "Thriller Event." The Black and Yellow Booster Club is the non-profit fundraising organization for the Jo Ann Warren Dance Studio. Our FREE event will take place on October 29 from 3 to 5 pm at the Jo Ann Warren Dance Studio (located at 116B Church St in Whitinsville). We will have lots of fun family activities including a "Learn the Thriller Dance", Halloween themed games and crafts, and more.

I hope that you will consider allowing the Black and Yellow Booster Club to hang a banner and help make our event successful. I can be reached by phone at (508) 612 3057 or via email at hollybee200@msn.com if you have any questions. Thank you in advance for reviewing our application. We look forward to your response.

Sincerely,
Holly Wilbur
Black and Yellow Booster Club President

Date of this notice: 06-17-2011

Employer Identification Number:
45-2555702

Form: SS-4

Number of this notice: CP 575 E

BLACK & YELLOW BOOSTER CLUB
% BLACK AND YELLOW BOOSTER CLUB
321 GRAFTON ST
WORCESTER, MA 01604

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 45-2555702. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, *Tax Exempt Status for Your Organization*, has details on the application process, as well as information on returns you may need to file. To apply for formal recognition of tax-exempt status, most organizations will need to complete either Form 1023, *Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code*, or Form 1024, *Application for Recognition of Exemption Under Section 501(a)*. Submit the completed form, all applicable attachments, and the required user fee to:

Internal Revenue Service
PO Box 12192
Covington, KY 41012-0192

The Pension Protection Act of 2006 contains numerous changes to the tax law provisions affecting tax-exempt organizations, including an annual electronic notification requirement (Form 990-N) for organizations not required to file an annual information return (Form 990 or Form 990-EZ). Additionally, if you are required to file an annual information return, you may be required to file it electronically. Please refer to the Charities & Non-Profits page at www.irs.gov for the most current information on your filing requirements and on provisions of the Pension Protection Act of 2006 that may affect you.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

BOS Agenda 9/25/17

Sharon Susienka C: Chief Warchol

From: Susan Palmer-Howes <spalmerhowes@nps.org>
Sent: Thursday, September 21, 2017 8:53 AM
To: Sharon Susienka
Subject: Re: boot drive

F

Thank you -

Susan Palmer-Howes, M.Ed., CAGS
Business Teacher/Fine & Applied Arts Department Chair

Northbridge High School
427 Linwood Ave
Whitinsville, MA 01588

- no conflict

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It is the policy of the Northbridge Public Schools not to discriminate on the basis of race, color, gender, religion, national origin, sexual orientation, gender identity, disability, age, or homelessness in its educational programs, services, activities, or employment.

On Thu, Sep 21, 2017 at 8:51 AM, Sharon Susienka <ssusienka@northbridgemass.org> wrote:

So this is what I have for information:

DECA Boot Drive

Saturday, April 14, 2018

8AM to Noon

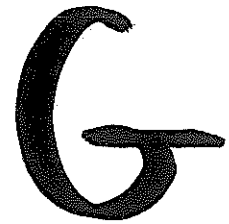
Memorial Square and Ovia Square

Rain date: Sunday, April 15, 2018, 8AM to Noon

PLEASE CONFIRM THE ABOVE INFO IS CORRECT and we will put it on the 9/25 Agenda.

Thanks!

**COMMONWEALTH OF MASSACHUSETTS
WARRANT FOR FALL ANNUAL TOWN MEETING
TOWN OF NORTHBRIDGE
TRANSACTION OF TOWN BUSINESS
TUESDAY, OCTOBER 24, 2017 - 7:00 P.M.**



Final Warrant including Atty. Doneski's revisions.

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, October 24, 2017 at 7:00 o'clock P.M., then and there to act on the following articles:

ARTICLE 1: (Board of Selectmen) Vote to withdraw Article 1.

~~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 various 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 2017 Spring Session of the Annual Town Meeting (May 2, 2017), appropriations and transfers under the Omnibus Budget Article, to raise and appropriate, and/or to transfer from available funds in the Treasury and/or the Health Insurance Stabilization Fund to supplement appropriations under the Omnibus Budget Article; or take any other action relative thereto.

ARTICLE 3: (Board of Selectmen) Vote to withdraw Article 3.

~~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, a sum of money to the Stabilization Fund; or take any other action relative thereto.~~

ARTICLE 4: (Board of Selectmen)

To see if the Town will vote to authorize the Board of Selectmen to petition the General Court to adopt special legislation, in substantially the following form, authorizing the Town to deposit receipts under M.G.L Chapter 64L, §2 "Local Meals Tax," in the fund to be used for the "Other Post-Employment Benefits" (OPEB) obligation of the Town of Northbridge, provided, that the General Court may make such revisions of form as it deems appropriate within the scope of the legislation without the need for a further vote of the Board of Selectmen; or take any other action relative thereto:

An act relative to the funding of the Other Post-Employment Benefits Liability Trust Fund in the Town of Northbridge.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

Section 1. Notwithstanding any general or special law to the contrary, the town of Northbridge is hereby authorized to deposit into its other post-employment benefits liability trust fund (OPEB fund) established under and pursuant to section 20 of chapter 32B of the General Laws all sums received for the local sales tax on restaurant meals pursuant to section 2 of chapter 64L of the General Laws, for the purpose of meeting the town's OPEB obligations.

Section 2. The town treasurer shall deposit into the OPEB fund all sums received by the Town pursuant to said section 2 of chapter 64L, and said sums and any interest thereon shall become part of the fund and may be appropriated and expended in accordance with said section 20 of chapter 32B.

Section 3. This act shall take effect upon its passage.

ARTICLE 5: (Board of Selectmen)

To see if the Town will vote to raise and appropriate, and/or borrow, and/or transfer from available funds in the Treasury, and/or transfer from the undesignated fund balance (free cash), or any combination thereof, an amount of money to be expended under the direction of the Department of Public Works for the purpose of funding the purchase of existing streetlights from National Grid and the conversion of existing streetlights to energy efficient and long lasting LED fixtures; or take any other action relative thereto.

ARTICLE 6: (Board of Selectmen) Vote to withdraw Article 6.

~~To see if the Town will vote to raise and appropriate, and/or transfer from the Retained Earnings Account of the Water Enterprise fund, and/or borrow a sum of money to be expended under the direction of the Director of Public Works for the purpose of purchasing and installing a safety ladder at the Upton Street Water Tank; or take any other action relative thereto.~~

ARTICLE 7: (School Committee)

To see if the Town will vote to raise & appropriate, and/or transfer from the unexpended undesignated fund balance (free cash), and/or transfer from the Stabilization Fund, and/or transfer from other available funds in the Treasury a sum of money for the purpose of repairing plaster and reinforcing drop ceilings in the 1905 section of the Middle School, and making repairs and upgrades to the Middle School Auditorium, including repairing/replacing the sound system, carpet, and seating, said funds to be expended under the direction of the School Committee; or take any other action relative thereto.

ARTICLE 8: (Planning Board)

To see if the Town will vote to accept as a public way, Wilson Street, as heretofore laid out by the Board of Selectmen, a copy of which layout is on file with the Office of the Town Clerk, and further authorize the Board of Selectmen, in the name and behalf of the Town, to acquire by purchase, eminent domain, gift or otherwise, easements in said way for the purpose for which public ways are used in the Town; or take any other action relative thereto.

ARTICLE 9: (Planning Board)

To see if the Town will vote to accept as a public way, a portion of Roosevelt Drive, as heretofore laid out by the Board of Selectmen, a copy of which layout is on file with the Office of the Town Clerk, and further authorize the Board of Selectmen, in the name and behalf of the Town, to acquire by purchase, eminent domain, gift or otherwise, easements in said way for the purpose for which public ways are used in the Town; or take any other action relative thereto.

ARTICLE 10: (Planning Board)

To see if the Town will vote to accept, as a donation, one or more parcels of land within the Hills at Whitinsville subdivision development located off Hill Street; Marston Road; Nathaniel Drive; Hillcrest Road; Morgan Road; Prospect Street; Quarry Road; and Hillview Lane, being seven (7) parcels, containing approximately 115 acres as shown on plan entitled "Plan of Land" prepared by Heritage Design Group, LLC, a copy of which is on file with the Office of the Town Clerk, said land being shown on Northbridge Assessors' Map 15 as Parcels 82, 170, 169, 214, 215, 216, & 217; and to authorize the Board of Selectmen to take all action and execute all documents necessary and appropriate for such acceptance and acquisition; or take any other action relative thereto.

ARTICLE 11: (Planning Board)

To see if the Town will vote to amend the Zoning Bylaw, Chapter 173 of the Code of Northbridge, Section 173.12 [Table of Use Regulations] to allow "*Amusement and recreation services*" within the Industrial One (I1) and Industrial Two (I2) Zoning Districts by special permit of the Planning Board, whereas said use is currently allowed in only the Business One (B1), Business Two (B2) and Business Three (B3) Zoning Districts, as follows:

§173.12 Table of Use Regulations

USE												ZONING DISTRICT
	R-1	R-2	R-3	R-4	R-5	R-6	B-1	B-2	B-3	I-1	I-2	H
Retail Services												
Amusement and recreational services	--	--	--	--	--	--	S	S	S	<u>S⁽¹⁰⁾</u>	<u>S⁽¹⁰⁾</u>	--

Notes: (10) Use allowed by Special Permit of the Planning Board

,or take any other action relative thereto.

ARTICLE 12: (Building, Planning and Construction Committee) (DRAFT)

To see if the Town will vote to grant all necessary easements required for underground utility lines and services of National Grid (electric), Verizon (telecommunications), and Charter (cable TV/internet services) to service the DPW facilities located at 7 Depot Street, said lines and services to be installed to replace services that are currently provided on overhead poles that are scheduled to be removed by the utilities, and to authorize the Board of Selectmen to take all action and execute all documents necessary in connection therewith; or take any other action relative thereto.

ARTICLE 13: (Building, Planning and Construction Committee) (DRAFT)

To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow the sum of \$50,000, to be expended under the direction of the Building, Planning and Construction Committee to fund the costs of underground utility services installation by National Grid (electric), Verizon (telecommunications), and Charter (cable TV/internet services) for the DPW facility project at 7 Depot Street, including all related work and associated design changes; or take any other action relative thereto.

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 11th day of September in the year Two Thousand Seventeen.

SELECTMEN OF NORTHBRIDGE

Charles Ampagoomian, Jr., Chairman

Thomas J. Melia

Daniel J. Nolan

James R. Marzec

James J. Athanas

WORCESTER, SS Northbridge

Date:

By virtue of this warrant I have this day notified the inhabitants 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

Tourism And Recreation	Actions	Responsible Parties	Time Frame (Year)
1. Build On Existing Branding And Marketing Of Blackstone River Valley National Heritage Corridor And Blackstone River And Canal Heritage State Park.	1.1 Create/Adopt Local Historic District (Whitinsville)	Planning, Property Owners, Historical Commission, Local Historic District Study Committee	1
	1.2 Form A Standing State Park Committee (Spc) To Coordinate Branding, Marketing And Cultural Event Activities	Planning, Conservation Commission, Historical Commission, Local Historic District Study Committee, Blackstone Valley Chamber Of Commerce / Worcester Regional Chamber Of Commerce	1
	1.3 Create Linkages To Existing National Park Service And State Park Promotional Materials, Both Online And In Print	State Park Standing Committee, Blackstone Valley Chamber Of Commerce / Worcester Regional Chamber Of Commerce	1 & 2
	1.4 Create Additional Informational And Educational Resources.	State Park Standing Committee	2-5
	1.5 Create Locally-Themed Events And Festivals To Attract Town Residents And Visitors.	State Park Standing Committee, Blackstone Valley Chamber Of Commerce / Worcester Regional Chamber Of Commerce	2 - 5
2. Leverage Designation As A National Park To Draw More Visitors To Whitinsville.	2.1 Create Brochure And/Or Phone "App" With Trail Maps And Recreational Amenities.	State Park Standing Committee, National Park Service	1 & 2
	2.2 Consider A Living History Exhibit Or Presentation.	Planning, Property Owners, National Park Service	2 - 5
3. Build On Outdoor Recreation As A Key Draw For The Region.	3.1 Update Open Space & Recreation Plan	Planning, Open Space Planning Committee	1
	3.2 Establish A Canoeing "Trail" With Parking At Access Points.	Planning, Department Of Public Works, Open Space Planning Committee	2 & 3
	3.3 Increase Biking, Hiking, And Cross Country Ski Trails	Conservation Commission	1-5
4. Improve Wayfinding To And Throughout The Town	4.1 Conduct A Wayfinding And Signage Plan Survey.	State Park Standing Committee, Department Of Public Works	2 & 3
	4.2 Install Directional Signage On State Highways.	State Park Standing Committee, Department Of Public Works	1 - 3

Tourism And Recreation	Actions	Responsible Parties	Time Frame (Year)
5. Preserve Remaining Agricultural Properties And Historic Working Landscapes.	5.1 Pursue State And Federal Assistance Opportunities To Help Ensure That Farms Can Maintain Operations.	Planning, Conservation Commission	1 - 5
	5.2 Preserve Castle Hill Farm Through Exploration Of Alternative Uses And Subsequent Zoning Changes.	Planning, Conservation Commission	1 & 2
	5.3 Promote Foppema's Farm Stand On Hill Street	Planning, Conservation Commission	1 - 5

Village Revitalization	Actions	Responsible Party	Time Frame (Year)
6. Encourage Development Of Local Business Associations (Local Business Association).	6.1 Engage Business Owners In Discussions And Provide Local Business Association Models	Planning, Local Business Owners, Blackstone Valley Chamber Of Commerce / Worcester Regional Chamber Of Commerce	1
	7.1 Conduct Streetscape Design Plan And Guidelines For Each Village Center To Assess Potential For Improvements In Façades, Signage, Sidewalks, Lighting, Trees/Landscaping, Benches, Public Art, Etc.	Planning	3
	7.2 Pursue Complete Streets Plan For Improved Access And Safety.	Planning	3
7. Improve Streetscapes In Village Centers.	7.3 Conduct Volunteer Clean-Up Days.	Local Business Association, Blackstone Valley Chamber Of Commerce / Worcester Regional Chamber Of Commerce	2 - 5
	7.4 Create More Attractive Public Spaces, Including Flower Boxes, Appropriate Fencing, And Other Amenities (Such As Indicated By Streetscape Designs)	Local Business Association, Blackstone Valley Chamber Of Commerce / Worcester Regional Chamber Of Commerce	2 - 5
	7.5 Repair/Replace Fencing Along Main Street (Arcade Pond)	Planning, Department Of Public Works, Local Business Association	1 & 2
	7.6 Clean-Up Sidewalk (Remove Weeds, Etc.) Along Roadways Whitinsville Center & Rockdale	Planning, Department Of Public Works, Local Business Association	1 & 2

Village Revitalization	Actions	Responsible Party	Time Frame (Year)
8. Improve Wayfinding To And Within Village Centers.	7.7 (Re)Install Flower Boxes At Memorial Square	Planning, Department Of Public Works, Local Business Association	1 & 2
	7.8 Improve Grass/Lawn Area In Front Of Town Hall And Annex	Planning, Department Of Public Works	1 & 2
	8.1 Install Wayfinding Markers To Businesses, And Historic Sites At Major Intersections And Public Parking Sites	Planning, Department Of Public Works	1 - 3
	8.2 Install Clear Signage For Public Parking	Planning, Department Of Public Works	2
	8.3 Conduct A Parking Study In Major Village Centers	Planning	2 & 3
9. Preserve And Renovate Downtown Buildings.	9.1 Work With State Representatives To Find Or Develop Programs To Help Fund The Costs Of Improving Vacant/ Underutilized Historic Buildings.	Planning, State Reps, Local Business Association, Blackstone Valley Chamber Of Commerce / Worcester Regional Chamber Of Commerce	1 - 5
	9.2 Pursue Façade Improvements Programs.	Planning, Local Business Association	2 - 5
	9.3 Consider Expanding Historic Mill Overlay District To Other Mills In Northbridge, Especially The Whitinsville Machine Works And The Rockdale Mill	Planning	1
10. Revitalize Individual Village Centers In Keeping With Their Character.	10.1 Create Conceptual Master Plan For Redevelopment Of Downtown Rockdale, Including Potential Channelization Of Riverbank Area.	Planning, Army Corps Of Engineers	3
	10.2 Construct Channelization Of Riverbank Area	Planning, Army Corps Of Engineers	5
	10.3 Adopt Zoning For Mixed-Use Development With Minimal Setbacks And Shared Parking.	Planning, Local Business Association	3
	10.4 Explore Mixed Use Zoning For Within Machine Works, Including Possible Residential Uses, Boutique Hotel, Conference Center, Commercial, Manufacturing, Etc..	Planning, Local Business Association	1
	10.5 Work With Existing Landlords And Tenants To Establish Viable Uses, Including Retail, Restaurants, And Services.	Planning, Local Business Association	1

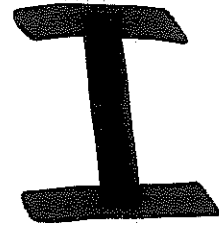
Village Revitalization	Actions	Responsible Party	Time Frame (Year)
	10.6 Consider Adoption Of Model Traditional Neighborhood Development Ordinance To Encourage Infill Development In Appropriate Areas	Planning	1 & 2
	10.7 Encourage Local, Area Business Associations To Develop Recruitment Priorities And Prospect Lists To Better Market The Villages To Businesses, Developers And Brokers	Planning, Local Business Association, Blackstone Valley Chamber Of Commerce / Worcester Regional Chamber Of Commerce Planning, Local Business Association, Blackstone Valley Chamber Of Commerce / Worcester Regional Chamber Of Commerce	1 & 2
	10.8 Engage Business Leaders In Downtown Programming And Other Revitalization Strategies.	Association, Blackstone Valley Chamber Of Commerce / Worcester Regional Chamber Of Commerce	1 - 5
	10.9 Develop Downtown Activities And Events Such As Art Walks, Sidewalk Sales, Farmers' Markets, Restaurant Week, Etc. <i>(If There Is Sufficient Density Of Offerings).</i>	Planning, Local Business Association, State Park Standing Committee	2 - 5
	10.10 Assess Need For Establishment Of Design Guidelines	Planning	1
	11.1 Inventory Existing Businesses And Vacancies In Village Centers To Determine Business Mix, Needs, And Opportunities.	Planning, Local Business Association, Blackstone Valley Chamber Of Commerce / Worcester Regional Chamber Of Commerce Planning, Local Business Association, Blackstone Valley Chamber Of Commerce / Worcester Regional Chamber Of Commerce	1
	11.2 Build Relationships With Local Business Owners.	Association, Blackstone Valley Chamber Of Commerce / Worcester Regional Chamber Of Commerce	1 - 5
11. Preserve Existing Businesses.	11.3 Assess the need for formula business limitations in Whitinsville and other areas	Planning	1-5
	11.4 Identify At-Risk Business Owners And Those Needing Succession Plans; Develop Intervention Strategies To Assist Them.	Planning, Local Business Association, Blackstone Valley Chamber Of Commerce / Worcester Regional Chamber Of Commerce	2 - 5

Industrial Development	Actions	Responsible Party	Time Frame (Year)
12. Revitalize Existing Historic Mill Buildings.	12.1 Promote Use Of Mill Buildings As Business Incubators.	Planning, Local Business Association, Blackstone Valley Chamber Of Commerce / Worcester Regional Chamber Of Commerce	2 - 5
	12.2 Amend Current Mill Zoning To Allow Live/Work Space In Mill Buildings To Promote Greater Utilization And To Encourage The "Creative Economy."	Planning	1 - 3
	12.3 Encourage Smaller Manufacturing And Innovative Uses In The Mill Buildings.	Planning, Local Business Association, Blackstone Valley Chamber Of Commerce / Worcester Regional Chamber Of Commerce	2 - 5
	12.4 Conduct Outreach To Existing Mill Owners And Potential Entrepreneurs To Pursue A Variety Of Uses, Including Light Manufacturing, Breweries, Co-Work Space, And Makerspaces.	Planning, Local Business Association, Blackstone Valley Chamber Of Commerce / Worcester Regional Chamber Of Commerce	2 - 5
13. Conduct A Business Retention Program.	13.1 Conduct Proactive Outreach To Existing Industrial Businesses To Determine Needs And Future Plans.	Local Business Association, Blackstone Valley Chamber Of Commerce / Worcester Regional Chamber Of Commerce	1 - 5
14. Encourage Development In Industrial Zones Along Major Transit Corridors	14.1 Consider An Overlay District Or Changes To I-1 And I-2 Zones To Allow Wider Number Of Uses By-Right	Planning	1 - 2

Land Use and Regulations	Actions	Responsible Party	Time Frame (Year)
15. Update Town's Zoning Bylaw To Incorporate Modern Terms, Definitions, And Provisions.	15.1 Reassign Permit Granting Authority From The ZBA To The Planning Board	Planning	1
	15.2 Update Zoning Bylaw To Incorporate More Specific, Commonly Used Land Use Terms Rather Than How Uses Are Currently Defined In Our Zoning Bylaw	Planning	1
	15.3 Ensure That All Defined Land-Use Terms Are Reflected In The Use-Tables	Planning	1

Land Use and Regulations	Actions	Responsible Party	Time Frame (Year)
16. Streamline Municipal Procedures To Facilitate Business Development.	15.4 Review Zoning Bylaws To Better Define Their Scope And Purpose.	Planning	1 & 2
	15.5 Expand By-Right Uses In Business, Industrial And Commercial Overlay Districts To Allow For Greatest Flexibility For Developers And Business Owners.	Planning	2 & 3
	16.1 Continue Practice Of Holding Interdepartmental Review Meetings To Ensure All Parties Are Aware Of Opportunities And Potential Problems.	Planning, Business / Property Owners, Local Business Association	1
17. Explore Innovative By-Laws And Guidelines For Commercial Centers	16.2 Develop A Fast-Track Permitting Process, Such As E-Permitting	Building Department	1
	17.1 Consider Village Center By-Law And Design Guidelines For Whitinsville, Rockdale And Plummer's Corner	Planning	1
	17.2 Consider A Shared Parking Bylaw	Planning	3

BOS Agenda 9.25.17



MEMORANDUM

DATE: December 5, 2006
TO: Board of Selectmen
FROM: Sharon L. Susienka, Acting Town Manager
SUBJECT: Town of Northbridge Boot Drive Policy

The Town of Northbridge will allow one boot drive per month at Memorial Square and/or Ovia Square from the first Saturday in April through the first Saturday in November for the purpose of raising funds for a registered charity under the following conditions:

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1. All drives must be approved in advance by the Police Department.
2. All drives are limited to the hours of 9:00 AM and 3:00 PM.
3. Each location will be limited to a maximum of 5 participants.
4. All participants must be at least 18 years of age at the time of the drive.
5. All participants must wear a reflective vest approved by the Police Department.
6. All participants may approach the traffic from the sidewalk or island side and
 - a. Not impede the flow of traffic
 - b. Not activate the electronic crosswalk devices
 - c. Not harass or intimidate drivers.

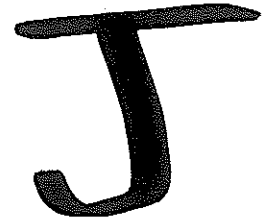
**BOOT DRIVES WILL NOT BE ALLOWED FROM
NOVEMBER 2ND – MARCH 31ST**

The Northbridge Police Department shall have the authority to suspend any drive in the interest of public safety.

Note:

- a.) The Selectmen voted unanimously on December 4, 2006, to approve the above policy as recommended by Chief Warchol and amended by Selectman Davis.*
- b.) The Selectmen further voted to amend this policy at their April 28, 2008 meeting.*

Town Manager's Report for the Period of September 11, 2017 – September 22, 2017



1. **Town Manager Transition Process:** During the past two weeks I continued with conducting entry interviews with Department Staff including the Assessor, Town Clerk, and Sewer Superintendent, several members of Board of Selectmen, Chairman of the Finance Committee, the Executive Director of the BV Chamber of Commerce), as well as touring the Northbridge Cable TV Studio and meeting with various vendors/consultants and citizens.
2. **Meetings Attended:**
 - a. **Safety Committee** – 9/13/2017
 - b. **Finance Committee** – 9/13/2017 and 9/20/2017
 - c. **Library Trustees** – 9/13/2017
 - d. **Balmer School Community Forum** – 9/18/2017
 - e. **Quarterly Town Managers/MORE (Municipalities Organized for Regional Effectiveness) Meeting** – 9/20/2017
 - f. **Regional Economic Development Forum (Amazon)** – 9/20/2017
 - g. **Department of Public Utilities/Water Rate Hearing** – 9/21/2017
3. **School Building Project Update:** I attended the third Community Forum (September 18th), at which point the project team outlined building options categorized by eligibility and ineligibility for reimbursement. In addition, they presented development options for not only grades 2-4 but also options for PK- grade 5, all on the preferred site, the existing Balmer property. Also, they provided preliminary cost estimates for the development options based on the MSBA contribution of 57.11% but could be higher with bonus points.
4. **Fire Station Project (Feasibility Study):** On September 12th, I met with the OPM, Tony DiLuzio from Cardinal, Chief White, and D. Morrow to review the previous Feasibility Study and initiate the RFP preparation process. First steps are establishing recommended site specifications and ranking criteria. The BPCC met with Cardinal on 9/21/17 to review these items and once approved, the next step will be conducting a site search list.
5. **Other ongoing tasks:**
 - a) *National Park Service* – Working with the Town Planner to create a Local Historic District.
 - b) *MAPC Grant* – Working with the DPW Director on the LED Streetlight Conversion Project
 - c) *Recreational Marijuana* – Working on a program for the Spring with the Town Planner.
 - d) *Fall Town Meeting Planning* – Working with Staff, the Moderator, and Town counsel to prepare for the October 24, 2017.