

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
NORTHBRIDGE TOWN HALL
7 MAIN STREET - WHITINSVILLE, MA 01588
October 18, 2021 at 7:00 PM**

PLEDGE OF ALLEGIANCE

- I. APPROVAL OF MINUTES: A.** August 16, 2021
- II. PUBLIC HEARING: B.** SD Briere L.L.C. dba Valley Pub - Noise complaints/**Present:** Stephanie Briere, Mgr.
C. Paul McKeon, Board of Health Member-- Town Charter Section 8-6 Removals and Suspension/**Present:** Paul McKeon
- III. APPOINTMENTS/By the Town Manager (Vote to affirm): D. 1)** Danielle Edmands, Regional Health Inspector and **2)** Daniel Markman, Regional Health Inspector/Health Educator – **Present:** Jeanne Gniadek, Board of Health Adm.
- By the Board of Selectmen (Vote to appoint): E. 1)** Kayleigh Poudrier, Records Access Officer (School Dept.) and **2)** Lt. John Ouillette, Records Access Officer (Police Dept.)/**Present:** Linda Zywien, Town Clerk (Super Records Access Officer)
- IV. CITIZENS' COMMENTS/INPUT**
- V. DECISIONS**
- F.** Little Man Handbags, 110 Church Street, Whitinsville/Request for hourly parking signs to be located in the business district of Church Street/**Present:** Christine Guanipa
- G.** 2020 Re-precincting map (Vote to approve) /**Present:** Linda Zywien, Town Clerk
- H.** Amend a Host Community Agreement/Community Outreach Meeting, Main Street Recreational Marijuana Dispensary/**Present:** Attorney Phil Silverman
- I.** Whitinsville - Downtown Crossroads Historic District Commission: BOS to solicit/appoint Commission Members in accordance w/LHD Bylaw
- J.** Town of Northbridge's Americans with Disabilities Act Grievance Procedure -Vote to Adopt/Reaffirm Procedures
- K.** Pine Grove Cemetery Deed/Karen Bird [Lot No. 55 & 56B, 3 single lots, Walnut Ave., South]
- L.** Fall Annual Town Meeting [October 26, 2021]/Vote positions on warrant articles
- VI. DISCUSSIONS**
- M.** Northbridge Local Rapid Recovery Plan/Present: Sarah Adams, CMRPC & Jeannie Hebert, Blackstone Valley Chamber of Commerce
- VII. TOWN MANAGER'S REPORT**
- VIII. SELECTMEN'S CONCERNS**
- IX. ITEMS FOR FUTURE AGENDA**
- X. CORRESPONDENCE**
- XI. EXECUTIVE SESSION**

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

BOARD OF SELECTMEN'S MEETING

August 16, 2021

A meeting of the Board of Selectmen was called to order by Chairman Ampagoomian at 7:00 PM, Northbridge Town Hall, 7 Main Street, Whitinsville, MA. Board Members Present: Selectman Athanas Ampagoomian, Cannon, Collins and Melia. Town Manager was absent, and it is duly noted.

The Pledge of Allegiance was recited by those present.

APPOINTMENTS/By the Board of Selectmen- By the Town Manager – Vote to Affirm: 1) John Ouillette, Police Lieutenant [Effective date: 8/1/21] and 2) Brian Collins, Police Sergeant [Effective date: 8/1/21] /Present: Chief Timothy Labrie. Officer Ouillette and Officer Collins were introduced to the Board by Chief Labrie and joined the Chief at the head table. Chief Labrie provided background information on Officer Ouillette. Officer Ouillette was born and raised in Northbridge, beginning with the Northbridge Police Department in 2000 as a dispatcher, moving up the ranks to a patrolman in 2003, then promoted to Sargent in 2005, and shortly after in 2007 he was promoted to Detective. Chief Labrie expressed that Lieutenant Ouillette will be an asset to the Police Department and the Town. The Board congratulated Officer Ouillette and shared their enthusiasm in his promotion and wished him all the best. Chief Labrie moved along to provide background information on Officer Collins. At this time Selectman Collins relocated himself to the audience as Officer Collins is his son. Officer Collins was also born and raised in the town of Northbridge and began working with the Town in 2006 as a dispatcher, in 2010 he became a patrolman, and had some time in the detective division. The Board congratulated Officer Collins and wished him well. A motion/Mr. Melia, seconded/Mr. Athanas to affirm the Town Manager's appointment of John Ouillette, Police Lieutenant [Effective date: 8/1/21] and 2) Brian Collins, Police Sergeant [Effective date: 8/1/21]. Vote yes/Board members: Ampagoomian, Athanas, Cannon and Melia.

Pinning Ceremony for new Police Lieutenant John Ouillette and Police Sergeant Brian Collins. Lieutenant Ouillette's Mother, MaryAnne Ouillette along with his time partner Lisa Nymns assisted in the pinning. Julianna Collins, wife of Sergeant Collin's assisted in pinning Sergeant Collins. Chief Labrie thanked those Police Officers, residents, family members in attendance and the Board of Selectmen for their support.

There was a brief recess for those in attendance for the pinning ceremony to take pictures and exit the meeting room.

APPROVAL OF MINUTES/None

PUBLIC HEARING: 7:05 PM – Brian Hanley dba Northbridge Salvage [Brian Hanley, Mgr.], Moon Hill Road, Northbridge, MA 01534/Application for a Class III Motor Vehicle Junk Dealer's License, contingent upon departmental approvals/Present: Brian Hanley. Chairman Ampagoomian read aloud the public hearing notice. A motion/Mr. Collins, seconded/Mrs. Cannon to open the public hearing. Selectwoman Cannon/Yes, Selectman Melia/Yes, Selectman Athanas/Yes, Selectman Collins/yes and Selectman Ampagoomian/Yes. Mr. Hanley believes the Salvage yard has been there since at least the 60's and was run by Mr. Ambrogi, who passed away about two and a half years ago. Mr. Hanley explained that he oversees his estate. The Salvage yard has been in a standstill for the last 3 or 4 years while going through the process of getting everything in order. Mr. Hanley informed the board that he has been working towards cleaning the area up and getting the cars out, he has also been in touch with Department of Environmental Protection for hazardous waste. Mr. Hanley was forward in stating that he was new at this, but had a gentleman helping him out, and will be supervising and also has a background in Class III licenses.

Selectman Athanas asked if a 21e had been completed on the property. Mr. Hanley replied that once Chief White returns, they are going to follow up with DEP and go through with a 21e. Selectman Melia asked if Mr. Hanley had tried to take over the business when Mr. Ambrogi became ill. Mr. Hanley replied that the gentleman who he was thinking of, who now runs a business in Bellingham, was looking to get his name on the license as the Manager, but it was not allowed. Selectman Melia noted that right now you cannot see the cars from the road and the entrance into the yard is tough to find. Selectman Collins inquired about tires and asked how many he would have. Mr. Hanley replied that he is in the process of clearing the cars out and have minimal tires at the yard. Theodore Hillard of Bellingham Massachusetts came forward to explained that currently they are removing tires from the site and the company brings them to a shredding location to dispose of them. Mr. Hillard informed the Board that the current regulations allow for a vehicle to be scrapped with the tires on it, whereas before the tires were required to be removed. Mr. Hillard proposed a program called vehicles for Veterans, to provide a vehicle to those Veterans who are not able to afford one. Selectman Ampagoomian asked if there will be a storage facility on the property. Mr. Hillard replied that there are several 40-foot storage containers, but right now they are solely working on clearing the cars that are not worth anything out. Selectman Ampagoomian inquired about the mode of transportation the cars go out on once they are crushed. Mr. Hillard explained that they go out in a 30-foot container, similar to that of a trash container and they are then taken to Framingham Salvage. Selectman Ampagoomian followed up asking if there were large trucks coming in and out. Mr. Hillard replied that there is a 10-wheeler that goes in and out once a day sometimes twice. Mr. Hillard added that there is an easement for the entrance, and they work with the neighbors for any issues on that right of way. Selectman Ampagoomian asked any abutters to come forward and state their name and concern. First of the abutters was Keith Brouillard of 37 Prairie Street. Mr. Brouillard pointed out that when he moved here and applied for a business license, he was notified that he would not be able to run a business out of a residential property. He followed up stated that after speaking with officials the salvage property on Moon Hill Road is zoned residentially with the only egress being that through a residential driveway. He added that there have been oil spills, cracks and glass shards and damage to the driveway. Mr. Brouillard stressed that there have been over 300 unregistered vehicles on the property, which he believes is against residential zoning laws. He further expressed his concern as a parent as they do not know when the 12-wheeler trucks or strangers are approaching, and the concern for their pets or children being struck by the trucks entering. Mr. Brouillard requested the Board to reconsider the request for the Class III license. Next Pedro Braga of 71 Prairie Street was present to voice his concerns. Mr. Braga expressed his concern for his well, which he had tested upon first moving in, and reiterated the concern for a business in a residential neighborhood. Mr. Charlie Piscia of Milford, who own the parcel on Moon Hill Road, which abuts the salvage yard, agreed with the residents and stated the operation is a detriment to the neighborhood and does not think it should continue. In response, Mr. Hanley expressed that he has always been a good neighbor, has never called the Police for the trucks blocking the entry way, which he has a legal right to, and have handle matters in a civil matter. Secondly, he added that the salvage yard was there before the houses on Prairie Street were built, and he feels that someone moving into those houses shouldn't be saying it's a detriment when they knew it was there before they purchased the house. Mr. Hillard reiterated the point of the right of way. Selectman Athanas asked how many cars they anticipate they would take in for processing. In reply, Mr. Hillard indicated never more than 50 and that would even be a high number. Selectman Athanas in regard to the zoning, confirmed that the business is a non-conforming pre-existing business. Mr. Hanley confirmed. Mr. Hanley advised that the vehicles that are being crushed are contained in a dumpster to prevent fuel and other liquids from contaminating the soil. Selectman Melia outlined the comments from Departments of the approval routing slip, which all approved and there were no concerns. Chief Labrie asked how many cars are currently on the property. In response, Mr. Hanley stated 80 cars currently which is down from 180. Mr. Labrie asked if they could set a date and time to meet on the property. Chief Labrie questioned

what the long-term goal of the property is. Mr. Hilliard replied that they would like to clean the property up from its current state, and eventually bring in cars for the Marine Corps. program to turn over. There was question on whether there is currently a license on the property or not. Mr. Hanley explained that it was unknown that Mr. Ambrogi had deceased. Discussion outside of the Class III topic began with members of the audience, which Selectman Ampagoomian ordered that discussion be kept to the Class III license. Selectman Melia suggested continuing the public hearing to the following meeting, when the Town Manager could be present, he also added that he would like to have the Building Inspector present as well. Selectman Cannon agreed with his suggestion and added that she would like to find out if the Board can set a limit to the amount of vehicles on the property. Selectman Collins added that he would like to visit the property. A motion/Mr. Melia, seconded/Mr. Collins to continue the public hearing to the following meeting on September 13, 2021. Vote yes/Unanimous. Chairman Ampagoomian announced that the public hearing would be continued at the September 13, 2021 meeting. Chief Labrie sought clarification on whether or not they are allowed to continue to clean the property up. The Board felt that there was no cease and desist, and they would be allowed to continue to clean the property, but are not allowed to bring any new cars in.

APPOINTMENTS/By the Board of Selectmen- Vote to Appoint: 1) Steven Garabedian, Board of Health (Reappointment). Selectman Melia reminded the Board that Mr. Garabedian was asked here tonight by the Board as his re-appointment was held off on due to his attendance. Selectman Melia asked why Mr. Garabedian was not present at the Board of Health meetings and added that he had only been to 17 out of 33 meetings and it has been over the years. Mr. Garabedian replied that he has had some health issues for the last year and a half. Selectman Melia asked why he wanted to be on the Board of Health. In response, Mr. Garabedian replied he enjoys using his knowledge towards the Board. Selectman Melia reminded him that attendance is necessary to be a board member. Mr. Garabedian reasoned that he is not a technological person, and when the meetings moved to the virtual platforms, he was unable to get on the meetings. Mr. Melia acknowledged that everyone was in the same position as he was and that it is important position especially with the pandemic. Mr. Garabedian stated that he would be in attendance to the meetings. Selectman Melia confirmed that he is still interested in serving and he will attend the meetings. Mr. Garabedian agreed. A motion/Mr. Melia, seconded/Mr. Collins to reappoint Mr. Garabedian to the Board of Health.

2) 250th Anniversary Committee [Sel. Rep.]. Selectwoman Cannon volunteered to be the representative for the Selectmen on the 250th Anniversary Committee. A motion/Mr. Athanas, seconded/Mr. Melia to appoint Selectwoman Cannon as the 250th Anniversary Committee rep for the Board of Selectmen. Vote yes/Unanimous.

By the Town Manager -Vote to Affirm: 1.) Karen Gibson, Jr. Library Assistant. Ms. Sasseville informed the Board that the Jr. Library Assistant position has been vacant since July, and she was lucky enough to find two qualified candidates. Ms. Sasseville advised the Board that Ms. Gibson was in attendance, but Ms. Arts was unable to attend the meeting tonight as she had a prior engagement. Ms. Sasseville described Ms. Gibson as an avid library user and reader, has experience working with the public, was a local journalist in town, has Library experience, and is technologically proficient. Ms. Gibson added that she has been a Northbridge resident for close to 15 years now, with 4 children in the Northbridge School system. A motion/Mr. Collins, seconded/Mrs. Cannon to affirm the Town Manager's appointment of Karen Gibson to Jr. Library Assistant. Vote yes/Unanimous. **2.) Onalie Arts, Jr. Library Assistant/Present: Rebecca Sasseville, Library Director.** A motion/Mr. Collins, seconded/Mrs. Cannon to affirm the Town Manager's appointment of Onalie Arts to Jr. Library Assistant. Vote yes/Unanimous.

CITIZENS' COMMENTS/INPUT: Donation of 3 framed paintings of Northbridge/Whitinsville -

Present: Mr. James Whitin and Mr. Itsuo Kiritani. Mr. Kiritani informed the Board that the paintings currently behind them were completed when he visited Northbridge and wishes to donate them to the Town. He expressed that being from Kyoto, after getting married to Ms. Elizabeth Whitin, cousin of Mr. James Whitin, they returned to Boston, along with Northbridge, where he admired the town and the preservation of the old buildings. Mr. Kiritani proposed some sort of cultural exchange. Ms. Whitin further explained they would be looking to develop something since the artisans such as metal workers and others who worked with their hands on intricate things at Whitin Machine works. Selectman Melia asked if there was anywhere in particular, they would like to see them hung. Ms. Whitin suggested, if possible, at the library. The Board agreed that the library was a great place, the Board thanked them for their donation.

Mary and Paul Parenteau, of 81 Deanne Way, began stating that she was advised to come before the Board to discuss the issues they have been having with the construction at Stone Hill Condominiums. Ms. Parenteau noted that they have been dealing with extreme noise and air pollution for the last two years. A letter was sent to the Town Manager in December and received many letters in response from Departments as well as the developer, Mr. Boucher. She noted that Mr. Boucher is in violation of the noise levels as they are around 90 decibels all day long. Ms. Parenteau explained that there are two rock crushers that go all day long, for the last 6 weeks. Dust is accumulating on their patios, vehicles, and windows. She added that the dust from rock quarry is a carcinogenic dust and is very dangerous. Ms. Parenteau noted that the rock crushers are right behind the property line, and it was requested they put up a sound barrier and some sort of fence to stop the dust, as they are not spraying the area down. Selectman Collins inquired if she had reached out to the Building Department. In response, Ms. Parenteau stated he is concerned and added that the Board of Health should have stepped in, as it is a DEP and EPA issue. Mr. Parenteau added that they were told the rock crushers would be in the far back corner, but they were moved behind their property. Ms. Parenteau explained that they did attend the Planning Board meetings when this first started and questioned the amount of 50 ft. ledge would be taken down and were told they would take 10 feet down, but it seems as though its just about all of the ledge. Robin and David Eckbold of 74 Deane Way described the construction as absolute insanity. Ms. Eckbold played a sound recording of the construction. She noted that they first began blasting, and it was requested to have a warning horn before the blasts took place so they could prepare for it. Ms. Eckbold reiterated that they are not able to open their windows from the dust, and it covers everything. Nate Audette of 51 Deane way reported that his back yard, which used to be lush trees is now an arid wasteland with no sound barrier. Mr. Audette noted his main concerns are the water runoff, the construction dust that covers vehicles, windows, patio furniture, gardens and prevents the windows from being open. Mr. Audette added that the land should be sprayed with water, and they are not. Mr. Audette reiterated the issue with the noise from 7 AM to 4:30 PM. Mr. Audette acknowledged that he is not against the development or the developer or the Town for allowing it, but he would like boundaries to be put in place and for them to be a good neighbor. Mr. Parenteau noted that she has been in contact with the developer and in speaking with his he was rude and inconsiderate. Mr. Eckbold noted that the Evergreen Center that recently went in, added soundproofing to their building as they knew the noise would be an issue for their clients. Chairman Ampagoomian noted that he understands what they are going through as he lives around the corner on Henry Street and has witnessed the dust and noise himself. Chairman Ampagoomian explained that the only thing the Board can do is present the information received tonight to the proper authorities and do the best legally that they are allowed to, to alleviate these issues. Chairman Ampagoomian added that the regulations are set forth by the Planning and Building Departments who are required to hold hearings, complete site visits, list any orders of conditions and suggested following up with those Departments to revisit these issues.

Operation Graduation 2022/Request to hold a Boot Drive at Memorial Square and Ovia Square on Saturday, September 11, 2021 (Rain Date: September 18, 2021) from 9AM to 3PM / Present: Aimee Allen. Ms. Allen noted that she does not want to be disrespectful and would prefer to revise the request to be for September 18th with a rain date of the September 25th. A motion/Mr. Melia, seconded/Ms. Cannon to

approve the request to hold a boot drive at Memorial Square and Ovia Square on Saturday, September 18, 2021 (Rain Date: September 25, 2021) from 9AM to 3PM. Vote yes/Unanimous.

Charles Thompson/Request permission to hold the road race portion of the Greenway Challenge event in Whitinsville on Saturday, September 25, 2021 from 1 PM to 4 PM, subject to the safety requirements of the Northbridge Police Department/Present: Charles Thompson, Race Coordinator. Mr. Thompson announced that this is the 20th anniversary of the Greenway Challenge, which originally started with the Blackstone Valley Corridor and the turned it over the Whitin Community Center. Each year there is an alternate racecourse, either starting in Whitin Park or ending in Whitin Park, and this year it will end in Whitin Park. Mr. Thomson explained that runners will be spread out, as it is the last segment of an 8-part race, with 45-50 runners, who will come down Linwood Avenue from Uxbridge from Providence Road, the would then cross in front of the Linwood Mill, take a right on Cross Street, and head towards the intersection of Church Street and onto Cottage Street then up Hill Street and into the tennis court entrance of Whitin Park. Mr. Thompson advised the Board that he is aware there is a festival happening at Memorial Park on the same day, but they will not be near that area. Mr. Thompson added that they plan to hire some detail officers as well. A motion/Mr. Collins, seconded/Mr. Melia to approve the request to hold the road race portion of the Greenway Challenge event in Whitinsville on Saturday, September 25, 2021, from 1 PM to 4 PM, subject to the safety requirements of the Northbridge Police Department. Vote yes/Unanimous.

Whitinsville Christian School/Request to hold a road race on Saturday, September 18, 2021 at 9:00 AM (subject to the safety requirements of the Northbridge Police Department)/Present: Stefanie McAlister. Ms. McAlister explained that the race is a 5k, beginning at the Whitinsville Christian School, down Linwood Ave., turn right onto Cross Street, another right onto East Street and then back the same route. Ms. McAlister stated that this is a fundraiser for the school. A motion/Mr. Melia, seconded/Mr. Athanas to approve the request to hold a road race on Saturday, September 18, 2021, at 9:00 AM (subject to the safety requirements of the Northbridge Police Department). Vote yes/Unanimous.

Blackstone Valley Health & Rehabilitation/Request for a One-day weekday entertainment license for their Movie Night events on Friday, August 27, 2021 and Friday, September 17, 2021 at 7 PM to 10 PM to be held at Blackstone Valley Health & Rehabilitation, 447 Hill Street, Whitinsville/Present: Scott Wheeler. Ms. Hanus was present as Mr. Wheeler was unable to attend. Ms. Hanus explained this movie night we be open to residents of the town as well as the Rehab center. Ms. Hanus stated that she was unsure if Mr. Wheeler had spoken with the Chief of Police. Selectman Melia added that his only concern is the parking and pedestrian issues. Chief Labrie noted that he can discuss with Mr. Wheeler over the phone and get a detail for those who need to cross the Street. A motion/Mr. Melia, seconded/Mrs. Cannon to approve the request from the Blackstone Valley Health & Rehabilitation for a One-day weekday entertainment license for their Movie Night events on Friday, August 27, 2021, and Friday, September 17, 2021 at 7 PM to 10 PM to be held at Blackstone Valley Health & Rehabilitation, 447 Hill Street, Whitinsville AM, subject to the safety requirements of the Northbridge Police Department. Vote yes/Unanimous.

Bond Obligation (Balmer Elementary School Project) in the amount of \$7,150,000 /Vote to sign/Present: Neil Vaidya, Town Accountant and Julie Harris, Treasurer/Collector. Mr. Vaidya informed the Selectman that this is the second installment note for the new Elementary School. Ms. Harris explained that initially they were going for 7.5 million, but they did get a premium so the are only borrowing the \$7,150,000 with an interest rate of 1.99% and there were about four bidders. Mr. Vaidya added that in the fall of 2019 the interest rate they received was 2.79%, just as a comparison and when the borrowings were first proposed they were looking at 4.5%. This results in a savings for the taxpayer. A motion/Mr. Melia, seconded/Mrs. Cannon to award the sale of \$7,150,000 bond anticipation notes dated August 20, 2021 and payable June 1 in the years, and bear principal amount interest at the respective rates as provided. Vote yes/Unanimous.

Safety Committee Meeting Minutes / Vote to accept the recommendations 1) Wednesday, June 16, 2021. Mr. Shuris confirmed that the minutes before the board tonight have been approved by the Safety Committee, and on July 28th they held a meeting to consider what was discussed at the last Selectmen's meeting to phase the opening of the parking lot at Shining Rock, which will be before the Board at a later point. Mr. Shuris summarized the minutes of June 16, 2021. Selectwoman Cannon asked about the Linwood Ave. Roadway Improvement Project and if there would be no parking area, with the two lanes going in. Mr. Shuris replied that everything on the North side of Linwood Ave. is not going to change. Selectmen Collins asked when this would begin. In response, Mr. Shuris advised the Board that once the recommendations are approved by the Selectmen they can begin. Selectman Melia mentioned the Rockdale Signalization and Safety Improvements and the loss of parking spaces and asked if the Safety Committee decided on the loss of the parking spaces for the right turn lane or if it was up to the Board of Selectmen. Mr. Shuris replied that it was left to the Board's decision. Selectman Melia asked if there would be five traffic lights in this area. Mr. Shuris agreed that there would be two lights on Providence Road going north and south, one coming down Upton Street, Sutton Street and School Street. Mr. Shuris then summarized the discussion and decision on the Shining Rock Jersey Barrier Replacement. The Safety Committee voted favorably to remove the concrete barricades and reopen the parking lot. The plan to reopen was discussed at the June 23rd meeting, and they are waiting for the signs from the Conservation Commission, a separate parking sign with time and fine restrictions, with the dollar amount to be determined by the Board of Selectmen, street light number 6 is to be repaired, trash receptacles will be added, and the overgrowth has been cut back. Private property signs will be installed along the trail where homes abut, and a site meeting will take place on August 31st to designate no parking areas along Shining Rock Drive. It was noted that no residents were present at the June 16, 2021 Safety Committee Meeting. Chief Labrie added that they did agree to timed signs and pending on the season, for example the summer hours will allow for more time, which will be by month to make it clear cut. A motion/Mr. Collins, seconded/Mr. Athanas to accept the recommendations as outlined in the Safety Committee minutes of Wednesday, June 16, 2021. Vote yes/Board members Ampagoomian, Athanas, Collins and Melia. Abstain: Selectman Cannon. **2) Wednesday, June 23, 2021/Present: James Shuris, DPW Director.** A motion/Mr. Collins, seconded/Mr. Melia to accept the recommendations as outlined in the Safety Committee minutes of Wednesday, June 23, 2021. Vote yes/Unanimous.

Fall Annual Town Meeting (October 26, 2021) / Vote to place Selectmen's articles on the warrant. A motion/Mr. Collins, seconded/Mrs. Cannon to place the Selectmen's articles on the warrant. Vote yes/Unanimous. Chairman Ampagoomian and Selectman Cannon reported that they would not be present for the Fall Town Meeting.

Open Space and Recreation Plan Update Committee / Vote to revise the composition of the committee. A motion/Mr. Collins, seconded/Mrs. Cannon to revise the composition of the committee to by adding 4-member at large positions. Vote yes/Unanimous.

Town Manager Evaluation Process (Review Forms). Chairman Ampagoomian advised the board that the Town Manager's evaluation process will begin, and the Board will need to complete the evaluation forms and return them by September 3rd, copies of this years' accomplishments have also been provided.

TOWN MANAGER'S REPORT/None

SELECTMEN'S CONCERNS: Chairman Ampagoomian 1) requested the DPW do an evaluation on the beech tree in Memorial Park be completed. **2)** reported a sinkhole by the Housing Authority on Colonial Drive. **Selectman Athanas 1)** requested the area of Quaker Street to Allyn Road be repaired if there is any extra gravel left over. Mr. Shuris acknowledged that this area was bad and if any money was left over, they would do the best they could with that they have. **Selectman Collins 1)** asked if the stop lines would be painted on Mason and Swift Road. Mr. Shuris replied they will be completed.

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

Chairman Ampagoomian announced that the next meeting is scheduled for September 13, 2021.

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

Meeting Adjourned: 9:37 PM

Respectfully submitted,

Russell D. Collins, Clerk

/mjc

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING - OPEN SESSION

August 16, 2021

- I. APPOINTMENTS/By the Board of Selectmen- By the Town Manager – Vote to Affirm:**
- A.1) John Ouillette, Police Lieutenant [Effective date: 8/1/21]**
-Copy of letter from the Town Manager appointing Mr. Ouillette
- 2) Brian Collins, Police Sergeant [Effective date: 8/1/21] /Present: Chief Timothy Labrie
Pinning Ceremony for new Police Lieutenant John Ouillette and Police Sergeant Brian
Collins**
-Copy of letter from the Town Manager appointing Mr. Collins
- II. APPROVAL OF MINUTES/None**
- III. PUBLIC HEARING: B. 7:05 PM – Brian Hanley dba Northbridge Salvage [Brian Hanley,
Mgr.], Moon Hill Road, Northbridge, MA 01534/Application for a Class III Motor Vehicle
Junk Dealer's License, contingent upon departmental approvals/Present: Brian Hanley**
-Copy of public hearing notice for Brian Hanley dba Northbridge Salvage
-Copy of application for Brian Hanley dba Northbridge Salvage
-Copy of map of property
-Copy of business certificate application
-Copy of Revenue Enforcement and Protection Attestation
-Copy of Workers' Compensation Insurance Affidavit
-Copy of sign off from the Building Inspector
-Copy of License Routing Slip
- IV. APPOINTMENTS/By the Board of Selectmen- Vote to Appoint: C. 1) Steven Garabedian,
Board of Health (Reappointment)/No documentation**
2) 250th Anniversary Committee [Sel. Rep.]/No documentation
- By the Town Manager -Vote to Affirm: D. 1.) Karen Gibson, Jr. Library Assistant**
-Copy of recommendation letter from Rebecca Sasseville, Library Director
-Copy of job acceptance letter
-Copy of cover letter of Karen Gibson
-Copy of application of Karen Gibson
- 2.) Onalie Arts, Jr. Library Assistant/Present: Rebecca Sasseville, Library Director**
-Copy of recommendation letter from Rebecca Sasseville, Library Director
-Copy of job acceptance letter
-Copy of application of Onalie Arts
- V. CITIZENS' COMMENTS/INPUT E. Donation of 3 framed paintings of Northbridge/
Whitinsville/Present: Mr. James Whitin and Mr. Itsuo Kiritani/No documentation**
- VI. DECISIONS:**

F. Operation Graduation 2022/Request to hold a Boot Drive at Memorial Square and Ovia Square on Saturday, September 11, 2021 (Rain Date: September 18, 2021) from 9AM to 3PM / Present: Aimee Allen

- Copy of boot drive application
- Copy of hold harmless agreement
- Copy of approval emails from the DPW

G. Charles Thompson/Request permission to hold the road race portion of the Greenway Challenge event in Whitinsville on Saturday, September 25, 2021 from 1 PM to 4 PM, subject to the safety requirements of the Northbridge Police Department/Present: Charles Thompson, Race Coordinator

- Copy of Email request to hold a road race
- Copy of Map route
- Copy of approval email from DPW

H. Whitinsville Christian School/Request to hold a road race on Saturday, September 18, 2021 at 9:00 AM (subject to the safety requirements of the Northbridge Police Department)/Present: Stefanie McAlister

- Copy of course description and map of route
- Copy of approval email from the Chief of Police

I. Blackstone Valley Health & Rehabilitation/Request for a One-day weekday entertainment license for their Movie Night events on Friday, August 27, 2021 and Friday, September, 17, 2021 at 7 PM to 10 PM to be held at Blackstone Valley Health & Rehabilitation, 447 Hill Street, Whitinsville/Present: Scott Wheeler

- Copy of entertainment license application
- Copy of Revenue Enforcement and Protection Attestation
- Copy of Workers' Compensation Affidavit
- Copy Certificate of Liability Insurance
- Copy of Certificate of Organization
- Copy of License Routing Slip

J. Bond Obligation (Balmer Elementary School Project) in the amount of \$7,150,000 /Vote to sign/Present: Neil Vaidya, Town Accountant and Julie Harris, Treasurer/Collector

- Copy of vote of the Board of Selectmen

K. Safety Committee Meeting Minutes / Vote to accept the recommendations 1) Wednesday, June 16, 2021 2) Wednesday, June 23, 2021/Present: James Shuris, DPW Director

- Copy of June 16, 2021 Safety Committee Meeting Minutes
- Copy of June 23, 2021 Safety Committee Meeting Minutes

L. Fall Annual Town Meeting (October 26, 2021) / Vote to place Selectmen's articles on the warrant

- Copy of draft Fall Town Meeting Warrant

M. Open Space and Recreation Plan Update Committee / Vote to revise the composition of the committee

- Copy of Ad Hoc memo

VII. DISCUSSIONS

N. Town Manager Evaluation Process (Review Forms)

-Copy of Town Manager's accomplishments from August 28, 2020 through August 28, 2021

VIII. TOWN MANAGER'S REPORT/None

IX. SELECTMEN'S CONCERNS/No documentation

X. ITEMS FOR FUTURE AGENDA/None

XI. CORRESPONDENCE/None

XII. EXECUTIVE SESSION/None

DRAFT

B.

Number: 4

Fee: N/A

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF NORTHBRIDGE

This is to Certify that SD Briere L.L.C d/b/a Valley Pub [Stephanie Briere, Mgr.]
40 Plummer Ave., Whitinsville, MA 01588

**IS HEREBY GRANTED AN
ENTERTAINMENT LICENSE
PER MGL CHAPTER 140, SECTION 183A**

FOR 1) Recorded or Live music and 2) Dancing by patrons

This license is granted in conformity with the Statues and ordinances relating thereto, and expires on **December 31, 2021** unless sooner suspended or revoked.

In Testimony Whereof, the undersigned have hereunto affixed their official signatures.

Indoor

Outdoor

Both

Monday: 8 AM to 2 AM*

Tuesday: 8 AM to 2 AM*

Wednesday: 8 AM to 2 AM*

Thursday: 8 AM to 2 AM*

Friday: 8 AM to 2 AM*

Saturday: 8 AM to 1 AM*

***1:00 AM OUTDOORS**

Alicia Cannon
Chad Agapocostas
Valley Pub
Thomas J. Melia

Northbridge Board of Selectmen
Local Licensing Authorities

February 8, 2021
Date Approved

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES

Form 433



HOBBS & WARREN™

c: Police Chief Walter J. Warchol

Melissa Ciaramitaro

From: Adam Gaudette
Sent: Wednesday, October 13, 2021 5:01 PM
To: Melissa Ciaramitaro
Cc: Sharon Susienka
Subject: FW: Permits / Noise Ordinance

Melissa, please include in the Board's packet for Monday re: Valley Pub.

Thanks

From: Elizabeth Lachapelle <blachapelle@verizon.net>
Sent: Wednesday, October 13, 2021 2:14 PM
To: Adam Gaudette <agaudette@northbridgemass.org>
Subject: Re: Permits / Noise Ordinance

Adam

Thank you for getting back in touch with me regarding this issue.

Very Interesting to say the least. Every Sunday since May, give or take a few, there has been some type of event outside.

I am glad I asked.

Thanks
Beth

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

From: Adam Gaudette <agaudette@northbridgemass.org>
To: Elizabeth Lachapelle <blachapelle@verizon.net>
Sent: Tue, Oct 12, 2021 1:44 pm
Subject: RE: Permits / Noise Ordinance

Hi Beth.

We don't have any record of a Sunday Entertainment License application or permit.

Adam

From: Elizabeth Lachapelle <blachapelle@verizon.net>
Sent: Tuesday, October 12, 2021 1:15 PM
To: Adam Gaudette <agaudette@northbridgemass.org>
Subject: Re: Permits / Noise Ordinance

Hello Adam

I am wondering if you were able to locate any Entertainment Permits for the Valley Pub for any Sunday's ? I know that during the meeting it was mentioned that these were a different permit and that it would have to be researched.

Were any found?

Thanks for your time

Melissa Ciaramitaro

From: Adam Gaudette
Sent: Tuesday, October 12, 2021 4:09 PM
To: Melissa Ciaramitaro
Cc: Sharon Susienka
Subject: FW: Valley Pub

This as well...Thanks

From: David White <dwhite@northbridgemass.org>
Sent: Tuesday, October 12, 2021 1:27 PM
To: Jim Sheehan <jsheehan@northbridgemass.org>; Adam Gaudette <agaudette@northbridgemass.org>
Cc: Sharon Susienka <ssusienka@northbridgemass.org>; Melissa Ciaramitaro <mciamitaro@northbridgemass.org>; Tim Labrie <tlabrie@northbridgemass.org>
Subject: Re: Valley Pub

Adam,
Do you want copies of the alcohol inspection letters for the past 5 years?

David White
Fire Chief/EMD
Northbridge Fire Department
193 Main Street
Whitinsville, MA 01588
774-696-7081

From: Jim Sheehan <jsheehan@northbridgemass.org>
Sent: Tuesday, October 12, 2021 1:25:02 PM
To: Adam Gaudette <agaudette@northbridgemass.org>; David White <dwhite@northbridgemass.org>
Cc: Sharon Susienka <ssusienka@northbridgemass.org>; Melissa Ciaramitaro <mciamitaro@northbridgemass.org>; Tim Labrie <tlabrie@northbridgemass.org>
Subject: RE: Valley Pub

Adam,

The occupancy for the building is 95, I don't have a number for the outdoors or parking lot.

Jim Sheehan

From: Adam Gaudette
Sent: Tuesday, October 12, 2021 12:55 PM
To: Jim Sheehan; David White
Cc: Sharon Susienka; Melissa Ciaramitaro; Tim Labrie
Subject: Valley Pub

Jim/Dave, my Board will be having a public hearing on Valley Pub due to complaints regarding loud music/other.

Do you have the Capacity Limits for indoors? Outdoors? Parking Lot?



TOWN OF NORTHBRIDGE
FIRE DEPARTMENT

193 Main Street
Whitinsville, Massachusetts 01588
Phone: (508) 234-8448

DAVID M. WHITE
FIRE CHIEF

February 15, 2021

40 Plummer Ave

Valley Pub

Attn: Stephanie Briere

On February 15, 2021 The Northbridge Fire Department performed a fire safety walk through of your facility the valley pub located at 40 Plummer Ave. This was an inspection at your request for the transfer of the property and business to you the new owner. The fire safety inspection yielded only one violation at the time the inspection was performed. The violation was the Exit door by the stage was unable to be opened fully due to buildup of snow and ice, with this being a life safety issue the violation was corrected immediately. I have attached the Fire code language for exit doors below for your review.

1. Emergency exit that was obstructed on the stage by snow and ice. **(4.4.3.1.1** In every occupied building or structure, means of egress from all parts of the building shall be maintained free and unobstructed). *** This violation was corrected immediately as a life safety issue***

Please feel free to call us if you have any questions or concerns on the above listed matter. I want to thank you for your time and dedication in resolving the violation immediately. I look forward to working with you in the future. To set up any appointment via telephone at 508.234.8448 or by visiting us at 193 main street, Whitinsville Ma 01588.

Lieutenant/Paramedic
Nicholas Shelburne

Cc: Fire Chief

Cc: Building Inspector



TOWN OF NORTHBRIDGE
FIRE DEPARTMENT

193 Main Street
Whitinsville, Massachusetts 01588
Phone: (508) 234-8448

DAVID M. WHITE
FIRE CHIEF

November 19, 2020

40 Plummer Ave

Valley Pub

Attn: Mr. Robert DeDominick

On November 19, 2020 Northbridge Fire Department performed a fire safety walk through of your facility the valley pub located on 40 Plummer Ave. This was a joint inspection with the building inspector. We found the following listed items in need of attention with relevant code attached.

1. Emergency exit that was obstructed on the stage by a table with chairs. **(4.4.3.1.1** In every occupied building or structure, means of egress from all parts of the building shall be maintained free and unobstructed). * **This violation was corrected immediately as a life safety issue***
2. Ansul system in kitchen is expired. **(50.1.1** The Design, installation, operation, inspection, and maintenance of all public and private commercial cooking equipment shall comply with this chapter and NFPA 96, standard for ventilation control and fire protection of commercial Cooking operations). **(50.5.2.1** Maintenance of the fire-extinguishing systems and listed exhaust hoods containing a constant or fire -activated water system that is listed to extinguish a fire in the grease removal devices, hood exhaust plenums, and exhaust ducts shall be made by properly trained, qualified, and certified person(s) acceptable to the AHJ at least every 6 months).
3. Patio heater is too close to the wooden roof structure and needs to be moved. **(3104.7** open or exposed flame. Open flame or other devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet of a tent or membrane structure while open to the public unless approved by the fire code official).
4. Per Building inspector on site and inspection the outside Duct work needs to be wrapped when it comes into 18” of exposed wood.
5. Portable Fire extinguishers in need of inspection. All fire extinguishers found in the bar are expired. This needs to be done yearly. **(13.6.4.1.1 Responsibility.** The owner or designated agent or occupant of a property in which fire extinguishers are located shall be responsible for inspection, maintenance, and recharging).

Please feel free to call us if you have any questions or concerns on the above listed matter. Please contact us immediately when these violations have been taken care of as we can do a Re-inspection. To set up appointment via telephone at 508.234.8448 or by visiting us at 193 main street, Whitinsville Ma 01588

Firefighter/Paramedic

Nicholas Shelburne

“SMOKE DETECTORS SAVE LIVES”

COPY



TOWN OF NORTHBRIDGE FIRE DEPARTMENT

193 Main Street
Whitinsville, Massachusetts 01588
Phone: (508) 234-8448

DAVID M. WHITE
FIRE CHIEF

October 16, 2019

40 Plummer Ave

Valley Pub

Attn: Mr. Robert DeDominick

On October 16, 2019 Northbridge Fire Department performed a fire safety walk through of your facility the valley pub located on 40 Plummer Ave. This was a joint inspection with the building inspector. We found the following listed items in need of attention with relevant code attached.

1. Emergency exit that was obstructed in the basement. (4.4.3.1.1 In every occupied building or structure, means of egress from all parts of the building shall be maintained free and unobstructed). *** This violation was corrected immediately as a life safety issue***
2. Hood cleaning in kitchen is expired and Ansul system in kitchen. (50.1.1 The Design, installation, operation, inspection, and maintenance of all public and private commercial cooking equipment shall comply with this chapter and NFPA 96, standard for ventilation control and fire protection of commercial Cooking operations). (50.5.2.1 Maintenance of the fire-extinguishing systems and listed exhaust hoods containing a constant or fire -activated water system that is listed to extinguish a fire in the grease removal devices, hood exhaust plenums, and exhaust ducts shall be made by properly trained, qualified, and certified person(s) acceptable to the AHJ at least every 6 months).
3. Stairwell leading to the basement had a cardboard box that was partially obstructing the means of travel. (4.4.3.1.1 In every occupied building or structure, means of egress from all parts of the building shall be maintained free and unobstructed).

Please feel free to call us if you have any questions or concerns on the above listed matter. Please contact us immediately when these violations have been taken care of as we can do a Re-inspection. To set up appointment via telephone at 508.234.8448 or by visiting us at 193 main street, Whitinsville Ma 01588

Sincerely

Firefighter/Paramedic

Nicholas Shelburne



TOWN OF NORTHBRIDGE
FIRE DEPARTMENT

193 Main Street
Whitinsville, Massachusetts 01588
Phone: (508) 234-8448

DAVID M. WHITE
FIRE CHIEF

December 16, 2019

40 Plummer Ave

Valley Pub

Attn: Mr. Robert DeDominick

On October 16, 2019 Northbridge Fire Department performed a fire safety walk through of your facility the valley pub located on 40 Plummer Ave. This was a joint inspection with the building inspector. On December 16, 2019 We performed a follow up inspection and found that the initial correction plan has been completed.

1. ~~Emergency exit that was obstructed in the basement. (4.4.3.1.1 In every occupied building or structure, means of egress from all parts of the building shall be maintained free and unobstructed). * This violation was corrected immediately as a life safety issue*~~
2. ~~Hood cleaning in kitchen is expired and Ansul system in kitchen. (50.1.1 The Design, installation, operation, inspection, and maintenance of all public and private commercial cooking equipment shall comply with this chapter and NFPA 96, standard for ventilation control and fire protection of commercial Cooking operations). (50.5.2.1 Maintenance of the fire extinguishing systems and listed exhaust hoods containing a constant or fire activated water system that is listed to extinguish a fire in the grease removal devices, hood exhaust plenums, and exhaust ducts shall be made by properly trained, qualified, and certified person(s) acceptable to the AHJ at least every 6 months).~~
3. ~~Stairwell leading to the basement had a cardboard box that was partially obstructing the means of travel. (4.4.3.1.1 In every occupied building or structure, means of egress from all parts of the building shall be maintained free and unobstructed).~~

Please feel free to call us if you have any questions or concerns on the above listed matter. I want to thank you for your time and dedication in resolving the violations in a timely manner. I look forward to working with you in the future. To set up any appointment via telephone at 508.234.8448 or by visiting us at 193 main street, Whitinsville Ma 01588.

Sincerely,

Firefighter/Paramedic

Nicholas Shelburne

"SMOKE DETECTORS SAVE LIVES"

November 29, 2018
Valley Pub
40 Plummer Ave
Whitinsville, Ma 01588
Attn. Robert DeDominick

Dear Mr. DeDominick,

On November 28, 2018 the Fire Department conducted a Fire Safety inspection at your facility at 40 Plummer Ave. This is a joint inspection with the Northbridge Building Inspector. Our inspection revealed several violations that need to be corrected.

- ✓ Fire extinguisher on main floor near stage is out of date as of 12/1/2018.
- ✓ There needs to a fire extinguisher sign above extinguisher near the stage.
- ✓ Fire extinguisher in kitchen is out of date as of 12/1/2018.
- Filters on kitchen stove are dirty, need to be cleaned.
- Exhaust to outside from kitchen is dirty, needs cleaning.
- ✓ Kitchen stove extinguishing system is out of date, needs to be inspected every 6 months.

Upon correction of these violations please call the Northbridge Fire Department at 508-234-8448 so that we can re-inspect the building. This needs to be done as soon as possible so that the Fire Department and the Building Inspector can sign off on the paperwork needed for your alcohol license renewal.

Safely yours,

District Chief Brian Castell

Cc: Fire Chief
Cc: Building Inspector
Cc: Board Of Health

1019 -1028

December 15, 2018
Valley Pub
40 Plummer Ave
Whitinsville, Ma 01588
Attn. Robert DeDominick

Dear Mr. DeDominick,

On December 15, 2018 the Fire Department conducted a Fire Safety inspection at your facility at 40 Plummer Ave. Our inspection revealed that all violations have been corrected

Safely yours,

District Chief Brian Castell

Cc: Fire Chief
Cc: Building Inspector
Cc: Board Of Health

C.



**TOWN OF NORTHBRIDGE
OFFICE OF THE TOWN MANAGER
NORTHBRIDGE TOWN HALL
7 MAIN STREET
WHITINSVILLE, MASSACHUSETTS 01588
Phone- (508) 234-2095 Fax- (508) 234-7640
www.northbridgemass.org**

**Adam D. Gaudette
Town Manager**

September 27, 2021

Paul R. McKeon
~~XXXXXXXXXX~~
Northbridge, MA 01534

Delivered by Certified Mail and Regular Mail

Re: Complaint against you as a Board of Health Member

Dear Mr. McKeon,

In conformance with the Town of Northbridge Charter, Article 8, General Provisions, Section 8-6, Removal and Suspension, as well as MGL c. 30A, Sec. 21, 1., this letter is hereby intended to be NOTICE that the Northbridge Board of Selectmen has received a complaint against you regarding your demeanor towards a town employee at the Board of Health Meeting held on July 27, 2021 at the Town Hall Annex. Enclosed is a copy of the complaint.

This NOTICE is also intended to notify you that the Board of Selectmen will be discussing this complaint at their next meeting to be held on Monday, October 4, 2021 at Northbridge Town Hall and deciding if the complaint warrants a suspension or removal from the Board of Health, as the Board of Selectmen are the Appointing Authority of members of the multiple-member body. This meeting will be held in Executive Session at 6:30 pm. Please note that you have the option to attend this Executive Session or decline, and if attending, have the right to representation.

In addition, in conformance with the Charter, Section 8-6, you have five (5) days from the receipt of this notice to request a public hearing prior to the Board taking any action. If you do request to have this public hearing, it will be tentatively scheduled for the Board of Selectmen's regular meeting to be held on Monday, October 18, 2021. If you wish to have this public hearing and you intend to attend the October 4th Executive Session, please contact the Board of Selectmen staff at 508-234-2095.

If you do not wish to have the public hearing,

Sincerely,

Adam Gaudette
Town Manager

Cc: Board of Selectmen



TOWN OF NORTHBRIDGE
BOARD OF HEALTH

Aldrich School Town Hall Annex - 14 Hill Street
Whitinsville, MA 01588
Phone# (508) 234-3272 Fax# (508) 234-0821

MEMORANDUM

August 2, 2021

To: Northbridge Board of Selectmen as Appointing Authority

From: Jeanne M. Gniadek, Board of Health Administrator */jmg*

Subject: Formal Complaint re: Paul McKeon, Member of the Northbridge Board of Health

With great reluctance, but feeling as though I have no other choice, please allow this memorandum to serve as my written complaint against Paul McKeon, member of the Northbridge Board of Health.

On September 15, 2020 the Board of Health held a meeting at which time Mr. McKeon made several false accusations against me. It was upsetting to say the least that his agenda included a discussion on who has the right to hire and fire me.

Most recently, at a meeting held July 27, 2021, McKeon accused me of causing the issue with a Board member's re-appointment (he was not readily re-appointed due to absenteeism), citing the Charter, pointing and yelling at me. He stated that the Charter says a board member cannot be removed due to illness and that "She should have known that!". My response was simple – I told him that he had no right to place that blame on me and that it was my job to provide, as requested by your office, the total number of board meetings and the total number of meetings that the member had attended – it was not my job to make excuses for them noting that this Board member was not ill for 3 years. McKeon proceeded to aggressively yell at me stating he was sick of my "bullshit".

He is extremely unprofessional and I am so tired of being berated by him in a public forum. I have overseen this department for the past 28 years, most recently through a public health pandemic, with no support from this Board member at all. I shouldn't leave my job at 8 PM at night shaking and on the verge of tears.

While I don't expect anything to happen I do ask that this be placed in my file should additional threats be made against me by this man. I will not hesitate to file future incidents with this appointing authority – I have too much respect for myself, this department, and my position to allow these actions to continue, to go un-noticed and to go un-documented.

Thank you for your time and consideration.

/jmg

ARTICLE 8 GENERAL PROVISIONS

Section 8-1 Elections

The articles in the warrant for any town meeting insofar as they relate to the election of town officers, or to the determination by the voters of any question to be submitted for such decision by written ballots, shall be acted upon and determined by the voters in their respective precincts.

The regular town election shall be taken on official ballots without party or political designation of any kind on the date fixed by by-law.

The order in which names of candidates appear on the official ballot at any town election shall be determined by a drawing by lot conducted by the town clerk. Each candidate shall be given the opportunity to be present, in person, or to be represented by a designee at the drawing. Each candidate for re-election shall have printed on the official ballot, in addition to such candidate's name and address, the words "candidate for re-election".

Section 8-2 Charter Changes

This charter may be replaced, revised or amended in accordance with procedures made available under the state constitution and statutes enacted to implement the said constitutional provisions provided the final step in the process of replacement, revision, or amendment shall be a ballot vote at a town election.

Section 8-3 Severability

The provisions of this charter are severable. If any provision of this charter is held invalid, the other provisions of this charter shall not be affected thereby. If the application of this charter or any of its provisions to any person or circumstance is held invalid, the application of this charter and its provisions to other persons and circumstances shall not be affected thereby.

Section 8-4 Specific Provisions to Prevail

To the extent that any specific provision of this charter shall conflict with any provision expressed in general terms, the specific provisions shall prevail.

Section 8-5 Number and Gender

Words importing the singular number may extend and be applied to several persons or things; words importing the plural number may include the singular; words importing the feminine gender shall include the masculine gender; words importing the masculine gender shall include the feminine gender.

Section 8-6 Removals and Suspensions

Any appointed town officer, member of a multiple body or employee of the town, not subject to the provisions of the state civil service law, or covered by the term of a collective bargaining agreement which provides a different method, and whether appointed for a fixed or an indefinite term, may be suspended or removed from office,

without compensation, by the appointing authority for good cause. The term cause shall include, but not be limited to the following:

incapacity other than temporary illness, inefficiency, insubordination and conduct unbecoming the office.

Any appointed officer, member of a multiple member body or employee of the town may be suspended from office by the appointing authority if such action is deemed by said appointing authority to be necessary to protect the interest of the town. However, no suspension shall be for more than fifteen days. Suspension may be conterminous with removal and shall not interfere with rights of the officer or employee under the removal procedure given below.

The appointing authority when removing any such officer, member of a multiple member body or employee of the town shall act in accordance with the following procedure:

- ✓ (a) A written notice of the intent to remove and a statement of the cause or causes therefore shall be delivered in hand, or by certified mail, return receipt requested, to the last known address of the person sought to be removed.
- ✓ (b) Within five days following delivery of such notice the officer, member of a multiple member body or employee of the town may request a public hearing at which such person may be represented by counsel, shall be entitled to present evidence, call witnesses and to question any witness appearing at the hearing.
- (c) Between one and ten days after the public hearing is adjourned, or if the officer, member of a multiple member body or employee of the town fails to request a public hearing between six and fifteen days after delivery of the notice of intent to move, the appointing authority shall take final action, either removing the officer, member of a multiple member body or employee of the town or notifying such person that the notice is rescinded. Failure of the appointing authority to take any action within the time periods as stated in this section shall be deemed to be a recession of the original notice and the officer, member of a multiple member body or employee shall, forthwith, be reinstated.

Nothing in this section shall be construed as granting a right to such a hearing when a person who has been appointed for a fixed term is not reappointed when a fixed term expires.

Section 8-7 Notice of Vacancies

Whenever a vacancy occurs in any town office, position or employment, or whenever by reason of a pending retirement or expiration of a fixed term a vacancy can be anticipated, the appointing authority shall forthwith cause public notice of such vacancy to be posted on the town bulletin board for not less than ten days. Such notice shall contain a description of the duties of the office, position or employment and a listing of the necessary or desirable qualification to fill the office, position or employment. No permanent appointment to fill such office, position or employment shall be effective until

D.1.

DANIELLE EDMANDS

XXXXXXXXXXXX Northborough, MA | XXXXX-XXX-XXXX | XXXXXXXXXXXXXXXXXXXXXXXX

9/7/21

Mr. Connor Robichaud
Blackstone Valley Partnership for Public Health
Regional Health Inspector

Dear Mr. Connor Robichaud
Blackstone Valley Partnership for Public Health:

My name is Danielle Edmands and I am writing to express interest in the Regional Health Inspector Position for the Blackstone Valley Partnership. I believe my experience, specifically with a regionalized public health department, will make me a valuable addition.

I have great knowledge in enforcing state codes, conducting multiple different types of inspections, writing formal letters, reviewing documents and being a resource to the public by educating about the multiple different facets of public health. Being in a regionalized position I feel like it has afforded me a well-rounded skill set that involves great communication and time management skills.

Lastly, my Masters in Public Health shows a passion for the field and education. I am currently studying to obtain my Registered Sanitarian license for early next year. Thank you for taking the time to review my application. I look forward to hearing from you.

Sincerely,

Danielle Edmands

DANIELLE EDMANDS

XXXXXXXXXX

Danielle.Edmands@comcast.net

XXXXXXXXXXXX Northborough MA, 01532

Skills Summary

- Problem Solving Skills
- Excellent communication
- Attention to detail
- Independent
- Conscientious and Diligent Worker

Education

Degree / Date of Graduation

University of Massachusetts Lowell, Masters in Public Health, 2018

Quinnipiac University, Bachelors in Health Science Studies, 2016

Experience

Name of Employer

Environmental Health Specialist/City of Worcester November 2019-Present

- Services the Central Mass Regional Public Health Alliance which encompasses Grafton, West Boylston, Millbury and Shrewsbury
- Investigate environmental hazards and toxic exposures that may affect individual or population health
- Enforce Massachusetts Housing, Food, Tanning and Pool codes
- Educate the public about proper public health practices
- Review documents
- Construct formal order letters

Health Agent/Town of Northbridge, April 2019-Present

- Enforce Massachusetts Housing, Food, Tanning and Pool codes
- Perform Housing, Food, Pool and tanning inspections to ensure compliance with state codes
- Write order letters

Health Agent/Town of Mendon March 2021-Present

- Enforce Massachusetts Housing, Food, Tanning and Pool codes
- Perform Housing, Food, Pool and tanning inspections to ensure compliance with state codes
- Respond to nuisance calls

Certifications

- MA PHIT Certified
- Servsafe Manager Certified
- Certified Pool Operator
- Public Health Core Training Certification
- In the Process of Studying for Registered Sanitarian Exam

Blackstone Valley Partnership for Public Health

Minutes

Wednesday, September 15, 2021 – 11:30am

Virtual Meeting:

<https://us02web.zoom.us/j/85050500668?pwd=UG45aWhweVNxcDVRRmFxbUdCK3ZnUT09>

Meeting ID: 850 5050 0668

Passcode: 407409

+16465588656,,85050500668# US (New York)

This meeting was held remotely pursuant to the provisions allowed by Acts (2021) Chapter 20, An Act relative to extending certain COVID-19 measures adopted during the state of emergency (<https://malegislature.gov/Laws/SessionLaws/Acts/2021/Chapter20>) approved on June 16, 2021

Attendees: Connor Robichaud – CMRPC, Agnieszka Podstawka – Douglas, Missy Kakela-Boisvert - Mendon, Bill Fisher – Hopedale, Diane Tiernan - Upton, Jeanne Gniadek - Northbridge, Lani Crasia – Northbridge, Erin Hightower – Uxbridge, David Tapscott – Uxbridge

1. Approval of Minutes

Postponed

2. Hiring

a. Candidate Review Discussion

The group discussed Danielle Edmands for the Regional health inspector position.

Discussion also ensued on how to fill the remaining part-time Regional Health Inspector position and the part-time Community Health Coordinator Position.

Missy made a motion, seconded by Lani, to combine the part-time Regional Health Inspector position and the part-time Community Health Coordinator Position into a Regional Health Inspector position with some responsibilities related to Community Outreach Health Education. This position should be reposted for at least another week. All in favor, the motion was approved unanimously.

b. Candidate Selection

Missy made a motion, seconded by Lani, to hire Danielle Edmands as Regional Health Inspector. All in favor, the motion was approved unanimously.

Erin made a motion, seconded by Missy, to offer Danielle Edmands \$75,000 per year, the top of the range, to ensure she will take the job. The motion was approved with Diane Tiernan voting against.

3. Unanticipated business

Connor announced the possibility of a Contact Tracing grant from DPH. The group agreed that they were interested in pursuing if Northbridge has the capacity to host more employees.

Connor or Jeanne will discuss feasibility with the Northbridge Town Manager.

4. Adjourn

Blackstone Valley Partnership for Public Health

Diane Tiernan made a motion to adjourn, Missy Kakela-Boisvert seconded the motion. All in favor, the motion was approved by roll-call vote. Meeting adjourned at 12:03.

D.2.



**TOWN OF NORTHBRIDGE
OFFICE OF THE TOWN MANAGER
7 MAIN STREET
WHITINSVILLE, MASSACHUSETTS 01588
Phone: (508) 234-2095 Fax: (508) 234-7640
www.northbridgemass.org**

**Adam D. Gaudette
Town Manager**

September 29, 2021

Mr. Daniel Markman
(Via First Class Mail and Email)
~~XXXXXXXXXXXX~~
Acton, MA 01718

Dear Daniel:

This letter is to inform you that you are being offered the position of Regional Health Inspector/Health Educator with the Town of Northbridge. The position is full-time (35 hours per week) with an annual salary of \$70,000 and is governed by the personnel rules and regulations of the Town of Northbridge including a six-month probationary period.

This position includes health benefits (30 days after start date) and paid time off including 2 weeks of vacation after one year. Additional details regarding benefits and more can be found in the Personnel Policy Manual that is enclosed for your convenience.

Please contact me at 508-234-2095, at your earliest convenience to complete a CORI check as this offer is contingent upon your passing a CORI check as well as a pre-employment physical and drug screen, which is to be scheduled with and completed by TeamWork Occupational Health, 115 Water Street, 2nd Floor, Milford, MA. They can be reached at 508-422-2761 - option #1. *Note: Please do not schedule a physical until we have the results of your CORI.*

Successful results of the CORI, pre-employment physical and drug screen will be followed up with a formal appointment by the Town Manager at an upcoming Board of Selectmen's Meeting.

If you intend to accept this job offer, please sign and return the original job offer letter in the envelope provided and keep the copy for your records.

Should you have any questions, please do not hesitate to contact me at 508-234-2095.

Sharon L. Susienka
Exec. Asst. to the Town Manager/HR

JOB OFFER ACCEPTED: _____

Date: _____

10/1/2021

Daniel Markman

XXXXXXXXXXXX, Acton, MA, 01718

XXXXXXXXXXXX

EDUCATION: BOSTON UNIVERSITY

Spring 2019
Masters of Public Health, GPA 3.75
Concentration: Monitoring & Evaluation

UNIVERSITY OF MASSACHUSETTS AMHERST

Spring 2015
Bachelor of Arts, GPA 3.975
Major: Psychology Minor: Classics

RELEVANT COURSEWORK:

- Infectious Disease Epidemiology, Outbreak Investigation, Essentials for Economics and Financing for International Health, Leader & Management, Healthy Policy and Law, Health and Human Rights Advocacy, Environmental Determinants of Disease

PROFILE:

Outgoing and committed public health worker seeking a local sanitarian or inspector position. Experience creating, reading, and interpreting regulations, statutes, and by-laws. Excellent communication and public service skills. Strong interpersonal and data analysis skills.

PROFESSIONAL

EXPERIENCE:

Sept 19 – Present

READING DEPARTMENT OF HEALTH, Reading, MA

- Conducted inspections of food establishment facilities, pools, housing complaints, and COVID-19 guideline implementation inspections, acting to enforce federal, state, and local sanitary codes
- Responded to and investigated complaints brought forward by residents, involving overgrown vegetation, pest harborage, lack of heat, violations of COVID-19 guidelines, etc.
- Issued permits for annual and temporary food establishments, sale of tobacco products, dumpster licenses, septage hauler, septic abandonment, portable toilets, animal, and well permits
- Assisted in distribution of flu vaccine
- Helped with mask distribution during COVID-19 pandemic

Aug 18 – Dec 18

WESTFORD DEPARTMENT OF HEALTH, Westford, MA

- Shadowed and participated in food, pool, hazardous material, housing, septic, and Title 5 inspections
- Reviewed and updated a 2001 body art regulations by incorporating staff feedback to reflect present technological trends in body art industry (microblading, permanent make-up)
- Created novel earth filling regulation to address public safety concerns over contaminated fill by working with a multidepartment team (including Health, Land Use, and Conservation)
- Oversaw and edited mock Title V septic plan for approval
- Wrote and received grant for continued operations from MHOA to ensure continued funding for regulation editing project
- Answered phones and provided key information to local citizens involving local events such as flu clinics
- Attended tick-borne infection seminar and took detailed notes to provide report for staff to update our resources and maintain contacts with other local towns to tackle state-wide issues

RELEVANT SKILLS:

- Registered Environmental Health Specialist (REHS/RS)
- Fluency in spoken Russian
- Proficiency in data analysis software (R, SAS, SPSS, Microsoft Excel)
- Certified Food Manager and Allergen Awareness Certified
- Certified Pool Operator
- Knowledge of public speaking, grant writing, and permit issuance and renewal (in ViewPermit and other formats)

Regional Health Inspector and Health Educator Job Description

Background

Boards of Health in this region agree that there has been one positive from the pandemic: a cooperative spirit, among local public health in Central Mass and across Massachusetts, that has been a consistent source of support through the most trying times. Towns share risk messaging materials, collectively navigate rapidly updating workplace safety guidelines and Governors' orders, and share tips on contact tracing, testing, and vaccination efforts. In fact, this group pulled together quickly with to develop one a regional vaccination site for an area that would have otherwise been a vaccine desert. This shared experience has fostered cross-jurisdictional relationships that have left this area well-primed for further regional collaboration. This position is funded by a Public Health Excellence Grant through the Department of Public Health. The grant has a three-year term subject to funding from the Commonwealth of Massachusetts.

Statement of Duties

Employee is responsible for the performance of technical and inspectional work to promote and protect the public health of BVPPH residents through the enforcement of state and local public health laws and regulations. The employee will also coordinate public health education and risk messaging. Employee is required to perform all similar or related duties.

Supervision Required

Under the general direction of the BVPPH (Blackstone Valley Partnership for Public Health) the employee is familiar with the work routine and uses initiative in carrying out responsibilities and tasks independently with specific instruction. The Northbridge Town Manager is the direct supervisor for this position. The Board of Health for each Town provides additional and specific instruction for accomplishing the program objectives. The employee is expected to recognize instances which are out of the ordinary and which do not fall within existing instructions; the employee is then expected to seek advice and further instructions. Reviews and checks of the employee's work are applied to an extent sufficient to keep the BOHs aware of progress, and to ensure that completed work and methods used are technically accurate and that instructions are being followed. When the employee is working for a member Town, they should rely on that Town's BOH and BOH staff for guidance.

Supervisory Responsibility

Employee is not required to regularly supervise Town employees.

Confidentiality

Employee has access to confidential information in accordance with the State's Public Records Law such as department and client records related to communicable diseases, and lawsuits.

Judgment

Numerous standardized practices, procedures, or general instructions govern the work and, in some cases, may require additional interpretation. Judgment is needed to locate, interpret, select and apply the most pertinent practice, procedure, regulation or guideline.

Complexity

The work consists of a variety of duties which generally follow standardized practices, procedures, regulations or guidelines. The sequence of work and/or the procedures followed vary according to the nature of the transaction and/or the information involved, or sought, in a particular situation. Prepares documents for public health hearings and legal actions taken by the Department. The Health Education work consists of a communication, coordination, discussion, and relationship building with numerous town departments and external stakeholders.

Work Environment

Working conditions involve occasional exposure to intermittent machine or related noise or a combination of unpleasant elements such as communicable diseases, biohazards, radiation, odors, chemical fumes, dust, smoke, heat, cold, oil, dirt or grease when conducting field inspections. Employee may occasionally be required to work at heights or in confined or cramped quarters, or work around machinery and its moving parts. The employee is required to work beyond normal business hours in response to planned or natural emergency situations and to attend evening meetings.

Nature and Purpose of Relationships

Employee is in communication constantly; with co-workers, the public, groups and/or individuals such as civic leaders, peers from other organizations, representatives of professional organizations, and the news media. The employee, on behalf of the department, communicates departmental practices, procedures, regulations or guidelines. Required to discuss controversial matters where tact is required to avoid friction and obtain cooperation.

Accountability

The nature of work increases the probability that errors could be serious. Consequences of errors, missed deadlines or poor judgment may include significant monetary losses, waste of material, legal repercussions, and or personal injury when exposed to communicable diseases or other hazardous materials as part of day-to-day operations.

Occupational Risk

Essential functions regularly present potential risk of personal injury which could result in loss of time from work including personal injury when exposed to communicable diseases and other hazardous materials. Special safety precautions, training, or protective clothing such as gowns, coats, gloves, glasses, or boots may be required.

Essential Functions

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. BVPPH understands that the job functions may shift based on the qualifications and experience of the employee. However, the employee will be expected to obtain certifications if hired. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Enforces state and local public health laws, rules, and regulations including but not limited to food service establishments, housing, nuisances (air, odor, trash, noise, etc.), tanning, swimming pools, bathing beaches, recreational camps for children, lodging houses, group

homes, tobacco retailers, body arts establishments, bodywork establishments, marijuana retailers, keepers of animals, private drinking water wells, and Title 5 – onsite sewage treatment disposal systems, etc.; investigates and reports cases of diseases dangerous to public health.

- Inspects food service establishments and retail stores for compliance with state sanitary code; monitors food establishment test results. Conducts food establishment complaint and food borne illness investigations, contacts state officials, and consults with physicians and lawyers; submits required reports and final analysis to appropriate state and local departments or agencies.
- Conducts housing inspections to ensure properties conform to state sanitary code. Inspects rental units and properties subject to public complaints as part of routine sanitary code enforcement.
- Witnesses and inspects installation of septic systems, and system abandonments. Supervises operations performed by professional engineers and sanitarians on deep test holes, percolation tests and soil evaluations, writes reports and provides necessary follow-up.
- Reviews establishment and septic design plans for code requirements, assuring compliance and issuing permits, consults with engineers to suggest/support appropriate design, submits recommendations to Board of Health on variance approvals and conditions. Reviews plans for other boards/departments and submits reports when necessary.
- Plans and conducts health and environmental investigations, including collecting recreational water samples for bacterial analysis. Initiates remedial and enforcement procedures as necessary.
- Prepares order letters seeking enforcement of violations. Prepares documents in support of public health hearings and department enforcement actions, hearings, legal actions as well as presentation of public health rationale for enforcement in court.
- Maintains knowledge and expertise in relevant areas of public health, housing and environmental issues in order to maintain required licenses and certifications and changes in pertinent public health laws and regulations as well as enforcement practices.
- Assists and participates in the organization and development of the department's emergency preparedness programs.
- Coordinates public health education programs in the community as required
 - COVID-19 or related Risk Messaging and Public Education, developing materials at the direction of each town
 - Maintains knowledge and expertise in relevant areas of public health and changes in pertinent public health laws and regulations.
 - Assists and participates in the organization and development of the BVPPH strategic planning process, organizational improvement strategies, assessments and evaluations, and emergency preparedness programs.
 - Represents the region at statewide meetings as directed.

Recommended Minimum Qualifications:

Education and Experience:

Position requires a Bachelor's degree in environmental science, public health or related field; and one to three (1-3) years' experience in a related field; or any equivalent combination of education and experience.

Special Requirements: Preferred Registered Sanitarian (RS) or equivalent; valid Class D motor vehicle driver's license

Special Requirements within 18 months after Hire: Certified Pool Operator (CPO), Soil Evaluator, Lead Determinator, and ServSafe; Housing Inspection training. Certified maintenance of continuing education credits (CEUs) required for on-going recertification of all required credentials.

Knowledge, Abilities and Skill

Knowledge: Thorough knowledge of state environmental code, food service regulations, and all other laws, rules, and regulations pertaining to public health and sanitation. Thorough knowledge of State septic system guidelines; working knowledge of current inspection and control procedures.

Ability: Ability to meet and work with municipal colleagues and the public effectively and appropriately; ability to effectively handle problems in the field and during emergencies; ability to communicate clearly, both orally and in writing; ability to operate a computer; ability to maintain confidential information; ability to maintain, manage, and organize records; ability to establish and maintain effective working relationships with municipal employees, Town officials, state regulatory agencies and disgruntled members of the public. Ability to manage multiple tasks in a detailed and organized manner. Ability to enforce laws and regulations in an impartial manner and consistent manner. Ability to work with diverse populations and broad-based coalitions

Skill: Excellent organizational skills; proficient data processing skill in the use of personal computers and office software including word processing, data base and spreadsheet applications; excellent oral and written communication skills.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Skills: Work requires some agility and physical strength, such as moving in or about construction sites or over rough terrain, or standing or walking most of the work period. Occasionally, work may require lifting objects and carrying them. There also may be a need for the employee to stretch and reach in order to retrieve materials.

Motor Skills: Position requires minimal motor skills for activities such as: operating a personal computer and/or most other office equipment, typing and/or word processing, filing, moving objects, sorting of papers, or operating a motor vehicle.

Visual Skills: Position requires routine reading of documents and reports for understanding. Employee is required to determine color differences.

Supplemental Information

This is a full-time position with an excellent benefits package. Starting salary will range from

\$65,000 to \$75,000 depending on qualifications and experience. This position is exempt under the guidelines of the federal Fair Labor Standards Act

The Central Massachusetts Regional Planning Commission is assisting with the hiring process by vetting candidates and presenting options to the hiring committee. A resume and letter of interest should be emailed to: Connor Robichaud crobichaud@cmrpc.org. Priority will be given to applications received on or before _____, 2021. This position is open until filled. Candidates must have legal authorization to work in the USA.

Each Town is an Equal Opportunity/ Affirmative Action Employer. Your opportunity for employment will be based only on your merit, without regard to race, religion, sex, age, national origin or disability.

F.

October 1 2021

To: Care of Northbridge Selectmen and Town Manager Adam Gaudette

agaudette@northbridgemass.org

My name is Christine Guanipa, a Whitinsville resident and local business owner of Little Man Handbags located on 110 Church Street. I am writing on behalf of the businesses located on Church Street, specifically 110 Church Street regarding parking. I am requesting consideration of hourly parking signs to be located in the business district of Church Street.

Reason : Currently there are **two** parking spaces in front of 110 Church Street which service **three** retail businesses. While two spaces for three businesses is not ideal we strive to work with our limitations to best serve our customers. Unfortunately these spaces are often not available to our customers because they are filled by utility trucks + vans remaining parked there for days . Because these spaces are listed as public parking, with no time limitations, vehicles have every right to park there and have remained in the spaces for may consecutive days. This is detrimental to the businesses that are working to grow the center of Whitinsville into a viable shopping destination. We need those spaces for our customers.

Example: Recently there was a large box truck parked in these spaces completely blocking the storefront windows of 110 Church Street .The truck remained in the space for over a week. As a result our businesses were not visible to existing and new customers. We did reach out to the Northbridge police who were aware of the parked truck but unable to assist us as the parking space is listed as public and they had the right to park there. When the box truck eventually moved, a week later, it was replaced by another working truck who continues to park there on a regular basis for days in a row.

Solution: I am requesting on behalf of all the businesses that two - four hour parking signs be installed in the business center of Church Street. This will help prevent people from leaving their vehicles for an unreasonable amount of time.

Additional Concerns. The businesses of Church Street would also like to request directional signage in the alleyways leading to public parking behind Church Street. We would also request signage directing customers to the public parking currently available. We have many out of town customers who have no idea where to park when visiting and are unaware of the Public Parking behind Church Street. Visible Public Parking signs will help. We believe addressing these issues will result in continuing to support the growth of our local small businesses which in turn help to make Whitinsville a great place to live.

Sincerely,

Christine Guanipa

Little Man Handbags

Melissa Ciaramitaro

From: Jim Shuris
Sent: Thursday, September 30, 2021 11:43 AM
To: Adam Gaudette; Melissa Ciaramitaro
Cc: Sharon Susienka; Tim Labrie; Jamie Luchini
Subject: Re: Parking Conversation with Little Man Handbags

Adam:

My comments/recommendations are follows:

- hourly limit parking signs would provide available parking for customers.
- signs directing customers to the public parking lot will provide available parking (on town-owned limits? TBD).
- directional (one-way, etc.) signs in the alleyways (if owned by town? etc.? TBD)

I'm open for discussion with all copied herein.

Jim Shuris

James Shuris, P.E., MBA
Director of Public Works & Town Engineer
Town of Northbridge
P.O. Box 88
11 Fletcher Street
Northbridge, MA 01588
Tel. No. (508) 234-0816
Fax. No. (508) 234-0807

From: Adam Gaudette <agaudette@northbridgemass.org>
Sent: Thursday, September 30, 2021 11:16 AM
To: Melissa Ciaramitaro <mciamitaro@northbridgemass.org>
Cc: Sharon Susienka <ssusienka@northbridgemass.org>; Tim Labrie <tlabrie@northbridgemass.org>; Jamie Luchini <jluchini@northbridgemass.org>; Jim Shuris <jshuris@northbridgemass.org>
Subject: FW: Parking Conversation with Little Man Handbags

Melissa, can you add the attached to the agenda on the 18th, under Decisions, as the first item?

Tim/Jamie/Jim, please provide input as you deem necessary.

Thanks all.

Adam

From: Christine Guanipa <littlemanoriginals@yahoo.com>
Sent: Wednesday, September 29, 2021 8:42 AM

Northbridge Legal Boundary Descriptions**Northbridge Precinct One.**

All of that portion of The Town of Northbridge bounded and described as follows: Beginning at the point of intersection of Douglas Rd and the Sutton/Northbridge town line, and proceeding easterly along Douglas Rd, and proceeding northerly along Douglas Rd to Hill St, and proceeding northerly along Hill St to Marston Rd, and proceeding easterly along Marston Rd, and proceeding northerly along Marston Rd to Quarry Rd, and proceeding northerly along Quarry Rd to Edmonds Cir, and proceeding northerly along Edmonds Cir to powerline, and proceeding southerly along powerline to Church St, and proceeding northerly along Church St to Thurston St, and proceeding easterly along Thurston St to Henry St, and proceeding easterly along Henry St to Providence Rd, and proceeding southerly along Providence Rd to Union St, and proceeding southerly along Union St to Conrail RR, and proceeding southerly along Conrail RR to Providence Rd, and proceeding southerly along Providence Rd to the Uxbridge/Northbridge town line, and proceeding westerly along the Uxbridge/Northbridge town line to the Sutton/Northbridge town line, and proceeding westerly along the Sutton/Northbridge town line to the point of beginning.

Northbridge Precinct Two.

All of that portion of The Town of Northbridge bounded and described as follows: Beginning at the point of intersection of the Grafton/Northbridge town line and Hill St, and proceeding easterly along the Grafton/Northbridge town line to the Upton/Northbridge town line, and proceeding southerly along the Upton/Northbridge town line to Quaker St, and proceeding southerly along Quaker St to Riverdale St, and proceeding northerly along Riverdale St to Providence Rd, and proceeding northerly along Providence Rd to Conrail RR, and proceeding northerly along Conrail RR to Sutton St, and proceeding westerly along Sutton St to Hill St, and proceeding northerly along Hill St to the point of beginning.

Northbridge Precinct Three.

All of that portion of The Town of Northbridge bounded and described as follows: Beginning at the point of intersection of the Sutton/Northbridge town line and Douglas Rd, and proceeding northerly along the Sutton/Northbridge town line to Burdon St, and proceeding northerly along Burdon St to Purgatory Rd, and proceeding easterly along Purgatory Rd to the dam at Fish Pond, and proceeding easterly along the dam to Goldthwaite Rd, and proceeding easterly along Goldthwaite Rd to Hill St, and proceeding southerly along Hill St to Douglas Rd, and proceeding southerly along Douglas Rd to the point of beginning.

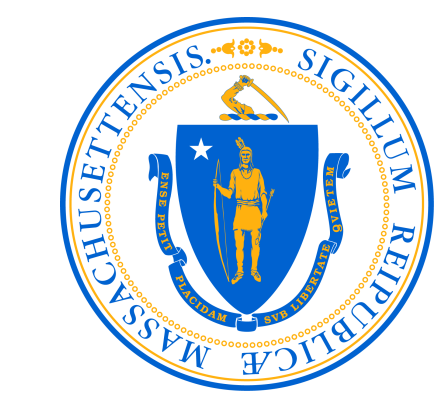
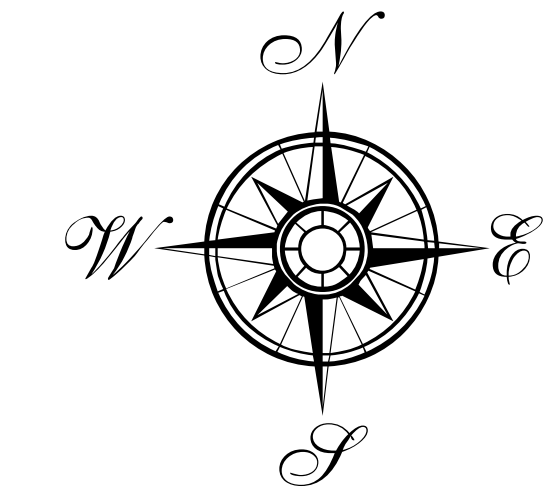
Northbridge Precinct Four.

All of that portion of The Town of Northbridge bounded and described as follows: Beginning at the point of intersection of the Sutton/Northbridge town line and Burdon St, and proceeding northerly along the Sutton/Northbridge town line to the Grafton/Northbridge town line, and proceeding easterly along the Grafton/Northbridge town line to Hill St, and proceeding southerly along Hill St to Sutton St, and proceeding easterly along Sutton St to Cooper Rd, and proceeding southerly along Cooper Rd to Highland St, and proceeding southerly along Highland St to Church St, and proceeding southerly along Church St to powerline, and proceeding northerly along powerline to Edmonds Cir, and proceeding southerly along Edmonds Cir to Quarry Rd, and proceeding southerly along Quarry Rd to Marston Rd, and proceeding southerly along Marston Rd, and proceeding westerly along Marston Rd to Hill St, and proceeding northerly along Hill St to Goldthwaite Rd, and proceeding westerly along Goldthwaite Rd to the dam at Fish Pond, and proceeding westerly along the dam to Purgatory Rd, and proceeding westerly along Purgatory Rd to Burdon St, and proceeding southerly along Burdon St to the point of beginning.

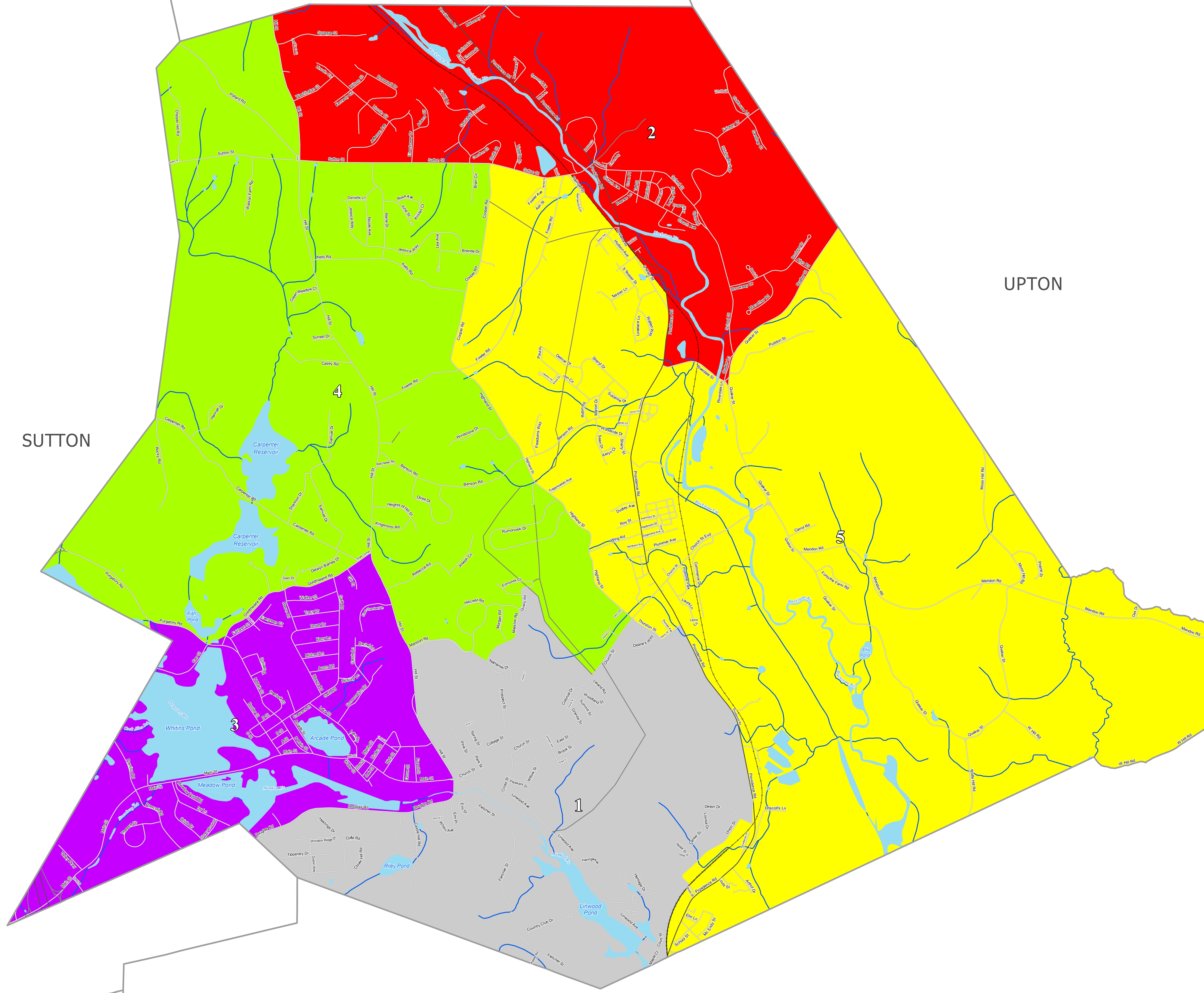
Northbridge Precinct Five.

All of that portion of The Town of Northbridge bounded and described as follows: Beginning at the point of intersection of Cooper Rd and Highland St, and proceeding northerly along Cooper Rd to Sutton St, and proceeding easterly along Sutton St to Conrail RR, and proceeding southerly along Conrail RR to Providence Rd, and proceeding southerly along Providence Rd to Riverdale St, and proceeding easterly along Riverdale St to Quaker St, and proceeding northerly along Quaker St to the Upton/Northbridge town line, and proceeding southerly along the Upton/Northbridge town line to the Mendon/Northbridge town line, and proceeding southerly along the Mendon/Northbridge town line to the Uxbridge/Northbridge town line, and proceeding westerly along the Uxbridge/Northbridge town line to Providence Rd and proceeding northerly along Providence Rd to Conrail RR, and proceeding northerly along Conrail RR to Union St, and proceeding northerly along Union St to Providence Rd, and proceeding northerly along Providence Rd to Henry St, and proceeding westerly along Henry St to Thurston St, and proceeding westerly along Thurston St to Highland St, and proceeding northerly along Highland St to the point of beginning.

Town of Northbridge



Map Prepared for the Town of Northbridge
 Courtesy of William F. Galvin, Census Liaison
 Secretary of the Commonwealth



2020 Population - - 16,335

Minimum 5%	Target Population	Maximum 5%
3,104	3,267	3,430

Precinct Boundaries Northbridge

Precinct	2020 Population	Variance
1	3,382	3.52
2	3,135	-4.04
3	3,310	1.32
4	3,207	-1.84
5	3,301	1.04

Population is based on the official U.S. 2020 Census block-level data.
 Boundaries effective December 31, 2021

Legend

- Municipal Boundary
- Geographical Features**
- Major Road
- Local Road
- Railroad
- Other Municipal Features
- Streams, Rivers
- Coastal Water, Lakes, Ponds, Major Rivers





**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN
7 MAIN STREET
WHITINSVILLE, MA 01588**

October 18, 2021

Local Election Districts Review Commission
Office of the Secretary of the Commonwealth
c/o Elections Division
One Ashburton Place, Room 1705
Boston, MA 02108

RE: TOWN OF NORTHBRIDGE - 2020 RE-PRECINCTING

We, the undersigned, hereby certify that at a meeting held on October 18, 2021, the Northbridge Board of Selectmen voted to accept, as presented by the Town Clerk, the 2020 Re-Precincting Plan for the **Town of Northbridge**.

A true copy. ATTEST:

Linda B. Zywieen, CMC
Town Clerk

SIGNED: _____
Charles Ampagoomian, Jr., Chairman

James J. Athanas

Alicia M. Cannon

Russell D. Collins

Thomas J. Melia

H.

SIXAN MA, LLC

Presentation before Select Board
Town of Northbridge 10/18/21

WHO WE ARE

- Sixan MA, LLC (“Sixan MA”) proposes to open a retail cannabis establishment that provides one of a kind experience to consumers who are 21 years and older. Our inventory shall include smokable marijuana products, edibles, topicals and concentrates.
- Sixan MA will offer for sale a variety of consistent, high-quality, independently-tested adult-use marijuana and marijuana products in in accordance with M.G.L. Ch. 94G and the Cannabis Control Commission’s (the “Commission”) Regulations.
- The principals are operators in Silver Spring, Maryland, operating under the name Divine Medicine and will be using the Divine Medicine brand.



MANAGEMENT TEAM

DHARINI PATEL

- Dharini is the CEO of Divine Medicine, a successful dispensary located in Silver Spring, Maryland
- Dharini is an experienced Pharmaceutical Analyst – she has 20 years of experience in the Pharmacy Industry
- Ms. Patel is equipped with extensive hands-on experience in the validation field, with a focus on validation of Software (Waters Empower) and laboratory instrumentation (HPLC, UPLC and RRLC) while possessing thorough knowledge of GMP/GLP, ICH, USP, EP, BP guidelines



MANAGEMENT TEAM

ERIK VASQUEZ

- Erik has 1.5 years of experience as the General Manager of Divine Medicine in Silver Spring, Maryland.
- Erik provides one-on-one training and implements employee responsibility checks, while actively maintaining in-depth knowledge of every product and strain in the store, as well as industry-wide product knowledge.
- Erik has developed and maintained a new Standard Operating Procedures for inventory as well as several data trackers using Microsoft application in order to track key sales and inventory metrics, to then effectively create a plan for sustainable sales growth



MANAGEMENT TEAM

DOMINIQUE RUSSELL

- Dominique heads up the Divine Medicine security operations in Silver Spring, Maryland with over 7 years in the industry.
- Mr. Russell is proficient in devising safety, security, and loss prevention procedures in order to enhance existing company assets.
- Dominique has extensive experience in handling emergency situations and theft prevention, with a unique knowledge of anticipating unforeseen threats.



REGULATORY COUNSEL

Vicente Sederberg LLC, Legal and Compliance Counsel

Vicente Sederberg LLC is a full-service, national law firm specializing in the marijuana industry. Headquartered in Denver, Colorado, Vicente Sederberg also has offices in Boston, Jacksonville and Los Angeles. Vicente Sederberg's attorneys have more than three decades of combined experience representing clients in the marijuana industry and working on marijuana policy reform, including helping to write Amendment 64 which established the legal market in Colorado and Question 4 that legalized adult-use marijuana in Massachusetts.

In Massachusetts, Vicente Sederberg represents companies like Sixan MA that are applying for Marijuana Establishment licenses and routinely advises clients on licensing and regulatory issues.

THE PROPOSED MARIJUANA ESTABLISHMENT

- Sixan MA is proposing to locate a Marijuana Retailer Establishment at 1096-1110 Main Street in Northbridge for the retail sale of adult-use marijuana and marijuana products to eligible consumers 21 years of age and older. No marijuana cultivation, product manufacturing or on-site consumption will occur at the proposed facility.
- The proposed location consists of approximately 1.92 acres of land, and Sixan MA intends to renovate the existing building structure located on the parcel for use as a retail dispensary.
- The property is accessible via Main Street and Route 146 and has ample parking available. Sixan MA does not anticipate its parking needs or impact on traffic at peak hours will exceed those of other nearby commercial uses.



THE PROPOSED FACILITY

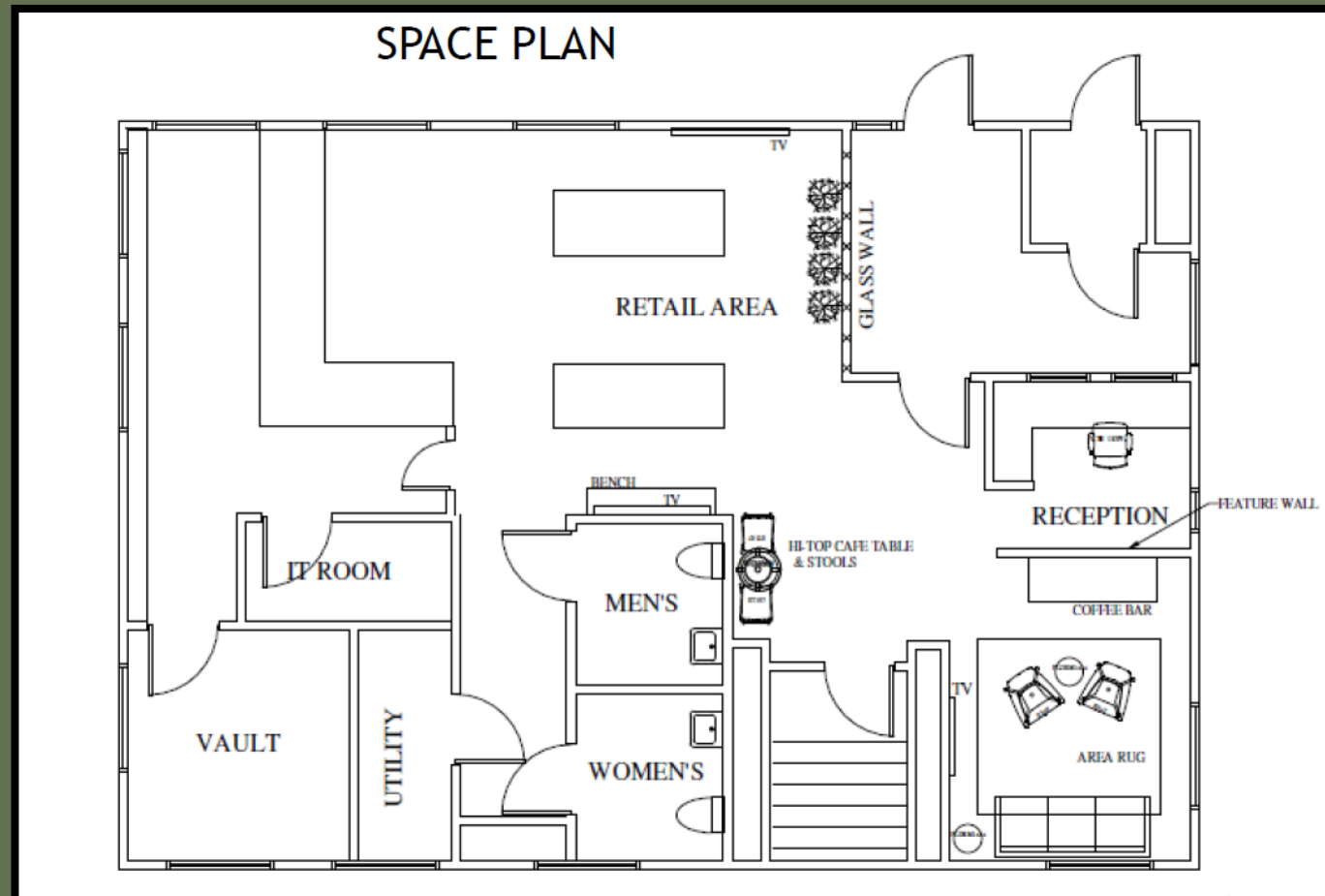
- In accordance with the Northbridge Zoning Bylaw, the proposed facility is located in the Business Three (B-3) zoning district, and Sixan MA will apply for a Special Permit from the Planning Board.
- In compliance with state regulations and the Zoning By-Law, the proposed facility is not located within 500 feet of a school, child care facility, public library, playground, ballfield or youth center.
- Sixan MA's facility will comply at all times with all laws, regulations and rules set forth by the Cannabis Control Commission and the Town of Northbridge.



THE PROPOSED FACILITY IN NORTHBRIDGE EXTERIOR CONCEPTUAL DRAWING



THE PROPOSED FACILITY IN NORTHBRIDGE CONCEPTUAL SPACE PLAN



THE PROPOSED FACILITY IN NORTHBRIDGE INTERIOR DESIGN VISION



*Interior Design Vision is a rough estimation of the facility's proposed interior design. Actual interior design may vary.

RETAIL SALES

- Only adult use consumers 21 years of age or older with a valid, government-issued photo ID will be allowed to enter the retail dispensary and purchase marijuana
- Odor control and waste disposal will be in accordance with industry best practices, Commission Regulations, and Town of Northbridge regulations.
- All marijuana and marijuana products will be sold in plain, resealable, and tamper or child-resistant packaging that is labeled in compliance with the Commission's detailed labeling requirements in 935 CMR 500.105(5)
- No products inside the facility will be visible from the exterior of the facility
- Sixan MA will not sell more than one (1) ounce of marijuana flower or 5 grams of concentrate to an adult-use consumer per day
- No marijuana products available for sale will contain nicotine or alcohol
- Educational materials will be available on a range of topics, which will include side effects, strains and methods of administration, dosage, and substance abuse

SUMMARY OF BUSINESS PLAN

- Sixan MA's business plan focuses on providing affordable access to high-quality products while prioritizing security, compassion and respect for customers, staff and the community.
- Sixan MA will offer a wide range of marijuana strains and products to meet the varying needs and preferences of customers, including but not limited to flower, extracted oils, infused edible products, topical lotions, tablets, capsules and oral sprays. Products will be tested for contaminants and cannabinoid content by an independent testing laboratory before they are packaged and labeled in accordance with the Cannabis Control Commission's strict requirements.

SUMMARY OF BUSINESS PLAN

- Sixan MA has secured at least \$5 million in funding for its various facilities and operations in Massachusetts. \$3 million will fund the build-out of the three retail dispensaries located in Northbridge, Greenfield and a third proposed location that is yet to be determined. \$2 million will be used to finance the facilities' operations and other related expenses. Below is a summary of financial projections for the first three years of operation. A more detailed copy of the Business Plan is included with these materials.

Three-Year Financial Projects			
	2022	2023	2024
Revenues from Northbridge Retailer	\$4,702,099	\$5,712,729	\$6,159,317
Operating Costs			
Payroll	\$988,230	\$1,039,090	\$1,110,397
Annual License Fees	\$100,000	\$100,000	\$100,000
HCA Payments to Northbridge	\$141,063	\$171,382	\$184,780
Other	\$232,034	\$263,897	\$273,544
Total Operating Costs	<u>\$1,486,327</u>	<u>\$1,599,369</u>	<u>\$1,693,721</u>
EBITDA	<u>\$3,215,773</u>	<u>\$4,113,360</u>	<u>\$4,465,596</u>

PREVENTING DIVERSION

- Sixan MA will institute a policy for the immediate dismissal of any Marijuana Establishment Agent who has diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission.
- Sixan MA will not engage in any marketing, advertising, or branding practices that are targeted to, deemed to appeal to, or portray minors under 21 years of age.
- Sixan MA will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors.
- Sixan MA will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, or fruit, including artistic, caricature, or cartoon renderings.
- Any marketing, advertising, and branding materials for public viewing will include, inter alia, a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children.”**
- Sixan MA’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website.
- All visitors to the facility must be 21 years of age or older

PREVENTING NUISANCE

Our success as a cannabis operator is predicated upon our commitment to work with the surrounding community in such a way that we are viewed and operate as good business neighbors. Video and live surveillance will be made available to law enforcement officers and the Commission. Furthermore, video and live surveillance will be maintained to ensure that the establishment does not create nuisance conditions in the parking area, sidewalk, street, and area surrounding the premises and adjacent properties. No cannabis or cannabis products will be visible from the exterior of the site.

The following behaviors will not be permitted on site:

- Any disturbance of the peace
- Public consumption of cannabis
- Illegal drug activity under state or local law
- Littering
- Loitering or pedestrian / vehicular traffic
- Illegal parking or violations of state and local traffic laws
- Queuing of patrons or other obstructions of the public or private way

Sixan MA will work diligently and in good faith with Northbridge to address any nuisance concerns brought to its attention by members of the community.

SECURITY

- Sixan MA will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees, customers and the local community
- The exterior of the facility and the surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times
- Only Sixan MA's registered agents and other lawful visitors (e.g. contractors, vendors) will be authorized to access to the facility, and a visitor log will be maintained in perpetuity
- All agents and visitors will be required to visibly display an ID badge, and Sixan MA will maintain a current list of individuals with access
- Sixan MA will have security personnel on-site during business hours
- Sixan MA's state-of-the-art security system will consist of a perimeter alarm on all exit and entry points and perimeter windows, as well as duress, panic, or hold-up alarms connected to local law enforcement for efficient notification and response in the event of a security threat
- The system will also include a failure notification system that will immediately alert Sixan MA's Executive Management Team if a system failure occurs
- Sixan MA will maintain continuous operation of the security alarm system in the event of a power outage
- Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Police Department. These surveillance cameras will remain operational even in the event of a power outage

BENEFITS TO NORTHBRIDGE

Sixan MA looks forward to working cooperatively with Town of Northbridge to ensure that Sixan MA operates as a responsible, contributing member of the local community. The City stands to benefit in various ways from Sixan MA siting a Marijuana Establishment, including but not limited to the following:

- **JOBS** A marijuana retail facility is estimated to add 20-25 full-time and part-time jobs with a preference to hire local residents.
- **MONETARY BENEFITS** A Host Community Agreement with significant community impact fee payments would provide the City with additional financial benefits beyond local taxes.
- **ACCESS** Sixan MA will provide eligible consumers 21 years of age and older with access to consistent, high-quality marijuana and marijuana products that are regulated and tested for cannabinoid content and contaminants. This will help to eliminate the current black market, in which consumers are not required to verify their age and marijuana products are not tested.
- **CONTROL** In addition to the Commission, the Northbridge Police Department and other municipal departments will have oversight over Sixan MA's security systems and processes.
- **RESPONSIBILITY** Sixan MA is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
- **TAX REVENUE** Northbridge can receive additional tax revenue through the adoption of a local sales tax of up to 3% on each retail sale to consumers.

SIXAN MA, LLC

We look forward to working with the Town of Northbridge.

Dharini Patel

CEO

(215) 450-9403

Patelomveer@gmail.com

SIXAN MA, LLC

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

This Host Community Agreement (the “**Agreement**”) is entered into this ____ day of _____, 2021 (the “**Effective Date**”) by and under the laws of the Town of Northbridge, Massachusetts, a municipal corporation duly organized under the Laws of the Commonwealth, acting through its Board of Selectmen, with a principal address of 7 Main Street, Whitinsville, MA 01588 (hereinafter the “**Municipality**”) and Sixan MA, LLC, with a principal office address of 1656 Brentwood Road, Bensalem, PA 19020 (hereinafter “**Licensee**”)(Municipality and Licensee, collectively the “**Parties**”).

RECITALS

WHEREAS, Licensee intends to locate a licensed Marijuana Retailer Establishment (“**MRE**”) at 1096-1110 Main Street, Whitinsville, MA 01588(hereinafter the “**Facility**”) for the dispensing of adult use marijuana in accordance with M.G.L. ch. 94G and 935 CMR 500.000 et seq. (“**State Law**”), and such approvals as may be issued by the Municipality, and other applicable regulations, as may be amended (“**Local Law**”); and

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

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

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

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

AGREEMENT

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

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

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

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

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

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

6. **Term and Termination.** The term of this Agreement shall be for five (5) years from the date the Facility first opens to the public (“Term”). All payments required hereunder shall remain in effect for the duration of the Term. One year prior to the expiration of the Term, the parties shall meet in good faith to negotiate a new Host Community Agreement, which shall include a Community Development Payment and an MRE Community Impact Fee. It shall be presumed that the new MRE Community Impact Fee will be 3% of the gross sales of marijuana and marijuana-infused products, and the burden shall be on the Licensee to demonstrate that the new Community Impact Fee

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

7. **Acknowledgements**. The Municipality understands and acknowledges that Payments due pursuant to this Agreement are contingent upon the Licensee's receipt of all state and local approvals to operate a MRE at the Facility. The Licensee acknowledges that the Municipality's support for the Facility is contingent upon the Payments due pursuant to this Agreement.

8. **Local Property Taxes**. At all times during the Term of this Agreement, property, both real and personal, owned or operated by Licensee shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by Licensee or by its landlord, and neither Licensee nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes. Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by Licensee is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in M.G.L. ch. 59, §38, or (iii) if Licensee is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then Licensee shall pay to the Municipality an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payments made by Licensee under Section 4 of this Agreement.

9. **Local Sales Taxes**. The Parties acknowledge that the Municipality has imposed a local sales tax upon the sale or transfer of marijuana or marijuana products by a marijuana retailer operating within the Municipality, pursuant to the provisions of G.L. c.64N. Accordingly, Licensee, as required by applicable law, shall remit to the Massachusetts Department of Revenue the excise tax rate determined by the Commonwealth of Massachusetts for the sale of adult-use marijuana and adult-use marijuana-infused products, currently at 3.0% of gross annual sales. Pursuant to G.L. c.64N, §3, the excise taxes received by the Department of Revenue "shall at least quarterly be distributed, credited and paid [to the Town] by the state treasurer". Nothing herein shall limit the

ability of the Municipality to adjust the local sales tax in the future, should the law be amended to allow for an increase in such allowable sales tax.

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

- a. Local Vendors – To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Licensee shall use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance, and continued operation of the Facility.
- b. Employment/Salaries – Except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Licensee shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire qualified residents of the Municipality as employees of the Facility.

Approval of Manager - If requested by the Municipality, the Licensee shall provide to the Municipality, for review and approval, the name and relevant information, including but not limited to the information set forth in 935 CMR 500.030, of the person proposed to act as on-site manager of the Facility. The submittal shall include authorization and all fees necessary to perform a criminal history (CORI) check or similar background check. The Municipality shall consider such request for approval within thirty (30) days following submittal to determine, in consultation with the Police Chief, if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of on-site manager.

- d. Education - Licensee shall provide staff to participate in Municipality-sponsored educational programs on public health and drug abuse prevention, and to work cooperatively with any of the Municipality's public safety departments to mitigate any potential negative impacts of the Facility. In addition, Licensee commits to the provision of educational materials related to health, safety and responsible use of the products offered at the Facility. These materials shall be readily available at the point of purchase.
- e. The Licensee shall, at least annually, provide the Municipality with copies of all reports submitted to the CCC regarding Licensee's operations at the Facility.
- f. The Licensee will work cooperatively with all necessary municipal departments, boards, commissions, and agencies ensure that Licensee's operations are compliant with all of the Municipality's codes, rules, and regulations.

11. **Application Support.** The Municipality agrees to submit to the CCC all documentation and information required by the CCC from the Municipality for the Licensee to obtain approval to operate a MRE at the Facility. The Municipality agrees to support Licensee's application(s) for a MRE with the CCC but makes no representation or promise that it will act on any other license or permit request in any particular way other than by the Municipality's normal and regular course of conduct and in accordance with their codes, rules, and regulations and any statutory guidelines governing them. This Agreement does not prevent the Municipality from withdrawing its support of the Facility or request that the CCC revoke any license(s) or approval issued for the Facility, including by the CCC, upon expiration of the Term, if the parties have not entered into a new Host Community Agreement.

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

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

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

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

To the extent requested by the Municipality's Police Department, the Licensee shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Facility. Such plan shall include, but is not limited to, (i) training Licensee employees to be aware of, observe, and report any unusual behavior in

authorized visitors or other Licensee employees that may indicate the potential for diversion; and (ii) utilizing seed-to-sale tracking software to closely track all inventory at the Facility.

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

authorities, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.

18. **Attorney's Fees.** Licensee shall reimburse the Municipality for reasonable attorney fees incurred by the Municipality in conjunction with the Facility, except as a result of the willful or intentional misconduct of the Municipality, including in connection with the negotiation of this Agreement. Such reimbursement shall be made within fourteen days after written request by the Municipality.
19. **Indemnification.** The Licensee shall indemnify, defend, and hold the Municipality harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, and/or proceedings, including resultant costs and attorney's fees, except as a result of the willful or intentional misconduct of the Municipality (collectively, the "Claims"), brought against the Municipality, its agents, departments, officials, employees, and/or successors, by any third party arising from or relating to the Facility or the Agreement. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and consultants of the Municipality's choosing incurred in defending such claims, actions, proceedings or demands. The Licensee agrees, within thirty (30) days of written notice by the Municipality, to reimburse the Municipality for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.
20. **Entire Agreement.** This Agreement constitutes the entire integrated agreement between the Parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties hereto.
21. **Notices.** Except as otherwise provided herein, any notices, consents, demands, requests, approvals, or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following address:

To the Municipality:

Town of Northbridge
c/o Town Manager
7 Main Street
Whitinsville, MA 01588

To the Licensee:

Sixan MA, LLC
1656 Brentwood Road
Bensalem, PA 19020

22. **Third-Parties**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Municipality or the Licensee.

[SIGNATURE PAGE FOLLOWS]

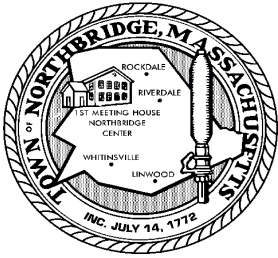
IN WITNESS WHEREOF, the Parties hereto have duly executed this Host Community Agreement on the date set forth above.

TOWN OF NORTHBRIDGE

SIXAN MA, LLC

Name:
Title:

Name: Dharini Patel
Title: Manager



I.

TOWN OF NORTHBRIDGE, MASSACHUSETTS

COMMUNITY PLANNING & DEVELOPMENT

R. Gary Bechtholdt II, Town Planner
7 Main Street Whitinsville, MA 01588
Phone: (508) 234.2447
gbechtholdt@northbridgemass.org

MEMORANDUM

Date: October 13, 2021

TO: CHARLIE AMPAGOOMIAN, CHAIR BOARD OF SELECTMEN
Adam D. Gaudette, Town Manager

From: R. Gary Bechtholdt II, Town Planner

RE: WHITINSVILLE -DOWNTOWN CROSSROADS HISTORIC DISTRICT
LHD Commission Members

At its meeting of Monday, October 18, 2021, the Board of Selectmen shall announce its intent to appoint members to the Whitinsville -Downtown Crossroads Historic District Commission. Whereas the Commission shall consist of five (5) members appointed by the Board of Selectmen in accordance with the LHD Bylaw adopted (-see attached & below).

(Section 5 -Commission)

The Commission shall include members (if possible), among its members one (1) property owner who resides in the District, one (1) resident chosen from two nominees put forward by the Board of Realtors covering Northbridge, one (1) resident chosen from two nominees put forward by the Chapter of the American Institute of Architects covering Northbridge, one (1) resident chosen from two nominees put forward by the Northbridge Historical Society and one (1) nominee put forward by the Northbridge Historical Commission. Two (2) Alternates shall also be appointed from nominees put forward by the Northbridge Historical Society and Northbridge Historical Commission.

Following the Board of Selectmen meeting, letters should be sent out seeking nominees.

Take care & be well.

Cc: /File



**TOWN OF NORTHBRIDGE
OFFICE OF THE TOWN CLERK**

7 MAIN STREET
WHITINSVILLE, MASSACHUSETTS, 01588
Phone: 508-234-2001 • Fax 508-234-7640

Doreen A. Cedrone, CMC, CMMC
Town Clerk
dcedrone@northbridgemass.org

Linda B. Zywiec, CMC
Assistant Town Clerk
lzywiec@northbridgemass.org

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF NORTHBRIDGE
PROCEEDINGS FOR FALL ANNUAL TOWN MEETING
TUESDAY, OCTOBER 22, 2019 - 7:00 P.M.
NORTHBRIDGE MIDDLE SCHOOL
171 LINWOOD AVENUE
WHITINSVILLE, MA**

ARTICLE 7:

Moved and seconded that the Town vote to dispense with and waive the reading of Article 7.
No opposition, reading is waived.

Voted

APPROVED

Secret Ballot: YES 51 NO 22
2/3 vote attained

Moved and seconded that the Town vote to amend the General Bylaws by adopting a new section entitled Whitinsville - Downtown Crossroads Historic District Bylaw, as printed in the warrant, and inserting said section in the Code of Northbridge as follows:

WHITINSVILLE -DOWNTOWN CROSSROADS

Historic District Bylaw

Introduction. The Town of Northbridge hereby creates and establishes the Whitinsville Historic District, entitled "Whitinsville - Downtown Crossroads" to be administered by the Whitinsville Historic District Commission as provided for under Massachusetts General Laws ("MGL") Chapter 40C, as amended, and as prescribed herein.

Section 1. Name

The Whitinsville Historic District shall be known as Whitinsville-Downtown Crossroads. The Commission name shall be the Whitinsville -Downtown Crossroads Historic District Commission.

Section 2. Purpose

The purpose of this Bylaw is to aid and encourage the preservation and protection of the historic Buildings, Structures and Sites within the Whitinsville -Downtown Crossroads Historic District.

Section 3. Definitions

As used in this Bylaw, the following terms shall have the following meanings:

ALTERATION, TO ALTER -the act of rebuilding, reconstruction, restoration, replication, removal, demolition, and other similar activities.

BUILDING -a combination of materials forming a shelter for persons or property.

CERTIFICATE -a Certificate of Appropriateness, Certificate of Non-Applicability, or Certificate of Hardship as set forth in this Bylaw.

COMMISSION -the Historic District Commission as established in this Bylaw.

CONSTRUCTION, TO CONSTRUCT -the act of building, erecting, installing, enlarging, moving and other similar activities.

DISTRICT -the Historic District as established in this Bylaw.

EXEMPTIONS, EXCLUSIONS -items, features, materials and other similar attributes that may be excluded from the purview of this Bylaw and review by the Commission.

EXTERIOR ARCHITECTURAL FEATURE -such portion of the exterior of a Building or Structure as is open to view from a public way, including but not limited to architectural style and general arrangement and setting thereof, the kind and texture or exterior building materials, and the type and style of windows, doors, lights, and other appurtenant exterior fixtures.

PERSON AGGRIEVED -the applicant, an owner of adjoining property, an owner of property within the same District area, an owner of property within 100 feet of the District area; and any local charitable corporation one of the purposes of which is the preservation of historic places, structures, buildings or districts.

PUBLIC VIEW -shall be limited to and determined by a property's street address (e.g. 7 Main Street, public view is Main Street). Exterior alterations to the rear of a property or not viewable from the property's address street shall be considered exempt from review.

SIGN -any symbol, design or device used to identify or advertise any place or business, product, activity or person.

SITE -an area of ground, which may or may not include a Building or Structure.

STRUCTURE -a combination of materials other than a Building, including but not limited to a Sign, fence, wall, terrace, walk or driveway.

TEMPORARY BUILDING OR STRUCTURE -a Building or Structure not to be in existence for a period of more than two years.

Section 4. District

The "Whitinsville - Downtown Crossroads Historic District" shall consist of the twelve (12) properties listed below and as identified on the map entitled "Whitinsville - Downtown Crossroads Local Historic District Map" included as Appendix A of this Bylaw.

1. Col. James Fletcher Home, 1 Elm Place, Assessor Map 4A Parcel 46 (Building)
2. Whitinsville Brick Mills & Forge (Paul Whitin Mill), 54 Douglas Road, Assessor Map 2 Parcel 7 (Building)
3. Whitinsville Cotton Mill, 17 Douglas Road, Assessor Map 5 Parcel(s) 77 & 75 (Building)
4. Stephen F. & Mary Ann Batchelor House, 31 Church Street, Assessor Map 15A Parcel 136 (Building)
5. Memorial Town Hall, 7 Main Street, Assessor Map 2 Parcel 9 (Building)
6. Aldrich School (original High School), 14 Hill Street, Assessor Map 15A Parcel(s) 133 & 131 (Building)
7. Town Common/Memorial Park, Church Street, Assessor Map 14A Parcel 34 (Site)
8. Village Congregational Church, 5 Church Street, Assessor Map 15A Parcel 134 (Building)
9. Whitinsville Savings Bank, 1 Memorial Square, Assessor Map 15A Parcel 132 (Building)
10. Whitinsville Social Library, 17 Church Street, Assessor Map 15A Parcel 135 (Building)
11. George Marston Whitin Memorial Community Center, 60 Main Street, Assessor Map 7 Parcel 223 (Building)
12. Trinity Episcopal Church, 31 Linwood Avenue, Assessor Map 14A Parcel 35 (Building)

Section 5. Commission

- 5.1 The Commission shall consist of five (5) members to be appointed by the Board of Selectmen, one (1) member initially to be appointed for one-year, one (1) for two-years, and two (2) for three-years, and each successive appointment to be made for three (3) years. The Board of Selectmen shall also appoint two (2) alternate members to one-year terms. All members shall serve without compensation.
- 5.2 The Commission shall include among its members, if possible, one (1) property owner who owns property located in the District, one (1) resident chosen from two nominees put forward by the local Board of Realtors or similar organization whose territory includes Northbridge, one (1) resident chosen from two (2) nominees put forward by the Central Massachusetts Chapter of the American Institute of Architects, one (1) resident chosen from two (2) nominees put forward by the Northbridge Historical Society and one (1) nominee put forward by the Northbridge Historical Commission. Alternates shall be appointed from nominees put forward by the Northbridge Historical Society and the Northbridge Historical Commission. If within thirty (30) days after submission of a written request for nominees to any said organization insufficient nominations have been made, the Board of Selectmen may proceed to make appointments in accordance with Section 5.1.
- 5.3 Each member of the Commission shall continue to serve after his/her appointment term until such time as a successor is duly appointed.

Section 6. Duties

- 6.1 The Commission shall exercise its powers in administering and regulating the Construction and Alteration of Structures or Buildings within the District as set forth under the procedures and criteria established in this Bylaw and MGL Chapter 40C. In exercising its powers and duties hereunder, the Commission shall pay due regard to the distinctive characteristics of each Building, Structure and District area.
- 6.2 The Commission, may adopt and from time to time amend, reasonable Rules and Regulations not inconsistent with the provisions of this Bylaw or MGL Chapter 40C, setting forth such forms and procedures as it deems necessary for the regulation of its affairs and the conduct of its business, including but not limited to requirements for the contents and form of applications for Certificates, fees, hearing procedures and other matters. Said Rules and Regulations and amendments shall not take effect until approved by a majority vote of the Board of Selectmen. The Commission shall file a copy of any such Rules & Regulations with the Office of the Town Clerk.
- 6.3 The Commission shall, at the beginning of each fiscal, year hold an organizational meeting to elect a Chair, Vice Chair and Clerk, and shall file notice of such organization with the Office of the Town Clerk.
- 6.4 The Commission shall keep a permanent record of its resolutions, decisions and determinations and votes of each member participating.
- 6.5 The Commission shall undertake educational efforts to explain to the public and property owners the merits and functions of the District.

Section 7. Application Fee

There shall be no application fee associated with Commission review in accordance with this Bylaw; but the applicant shall be required to pay the costs associated with the public hearing notice (mailing and legal advertisement).

Section 8. Clerical and Technical Assistance

The Commission may, subject to fiscal year appropriation, employ clerical and technical assistants and incur other expenses appropriate to carrying out its work as needed.

Section 9. Alterations and Construction

- 9.1 No Building or Structure, or any part thereof, within the District shall be Constructed or Altered in any way which affects the Exterior Architectural Features as visible from a public way (public view)

unless the Commission issues a Certificate with respect to such Construction or Alteration, except as otherwise provided for in this Bylaw.

- 9.2 No building permit for exterior Construction of a Building or Structure or Alteration of an Exterior Architectural Feature within the District and no demolition permit for demolition or removal of a Building or Structure within the District shall be issued by the Town or any department thereof until a Certificate as required under this Bylaw has been issued by the Commission.

Section 10. Procedures for Review

- 10.1 Application -Any person who desires to obtain a Certificate from the Commission shall file with the Office of the Town Clerk, Building Department and the Commission an application for a Certificate of Appropriateness, Certificate of Non-Applicability or Certificate of Hardship.
- 10.1.1 The application shall be accompanied by such plans, elevations, specifications, materials, photographs, and other information, including in the case of demolition or removal a statement of the proposed condition and appearance of the property thereafter, as may be reasonably deemed necessary by the Commission to enable it to make a determination on the application.
- 10.2 Date -The date of the filing of an application shall be the time/date stamp recorded by the Office of the Town Clerk.
- 10.3 Initial Determination -The Commission shall determine within fourteen (14) days of the filing of an application for a Certificate whether said application involves any Exterior Architectural Features which are within the jurisdiction of the Commission.
- 10.3.1 Certificate of Non-Applicability -If the Commission determines that an application for a Certificate does not involve any Exterior Architectural Features or involves an Exterior Architectural Feature which is not subject to review (Exemptions, Exclusions) by the Commission under the provisions of this Bylaw, the Commission shall forthwith issue a Certificate of Non-Applicability.
- 10.3.2 If the Commission determines that such application involves any Exterior Architectural Features subject to review under this Bylaw, it shall hold a public hearing on the application and render a decision as provided for in this Bylaw.

Section 11. Criteria for Administrative Review

- 11.1 The Commission may authorize the Chair, or the Vice Chair (in the absence of the Chair) to review and approve certain applications, as described herein.
- 11.2 The Chair shall evaluate the application based on the existing conditions of the property and may make a finding that a Determination of Non-Applicability is appropriate. Absent such a finding by the Chair, the applicant must appear before the Commission at a public hearing.
- 11.3 If the applicant represents that the proposed work is not visible from the public way (public view), he or she may request that the Chair review the application administratively. Any administrative review shall only apply to the work described at the time of application.
- 11.3.1 The burden of proof is on the applicant to demonstrate that an Exterior Architectural Feature or Building elevation is not visible from the public way (public view). In reviewing visibility, the Chair shall consider plans and photographic documentation. The Chair may conduct site visits as necessary. The Chair shall issue a Determination of Non-Applicability for any proposed work that is not visible from the public way.
- 11.3.2 All work approved administratively by the Chair shall be identified by the applicant's name and property address on the next available public meeting agenda of the Commission. Furthermore, a letter describing the scope of the approved work shall be filed with the Office of the Town Clerk with a copy to the Inspector of Buildings, Planning Board and Board of Selectmen.
- 11.4 The Commission shall not consider applications for, nor be required to issue, Certificates of Appropriateness for details of design, interior arrangements, ordinary repairs to and maintenance of existing Buildings or Structures.

- 11.4.1 If the applicant represents that the Commission is not required to issue a Certificate of Appropriateness based on Section 11.4, the applicant may request that the Chair review the application administratively. Any administrative review shall only apply to the work described at the time of application.
- 11.4.2 The burden of proof is on the applicant to demonstrate that the proposed work is either a: design detail, interior arrangement, ordinary repair, or maintenance.
- 11.4.3 The request for administrative review must contain photographic documentation of the existing condition of the building.
- 11.4.4 The request must clearly define and specifically list all proposed items, including, but not limited to: materials, dimensions, colors, and manufacturer, if applicable.
- 11.4.5 The Chair shall issue a Determination of Non-Applicability for any proposed work that he/she finds is not subject to this Bylaw.
- 11.4.6 All work approved administratively by the Chair shall be identified by the applicant's name and property address on the next available public meeting agenda of the Commission. Furthermore, a letter describing the scope of the approved work shall be filed with the Office of the Town Clerk with a copy to the Inspector of Buildings, Planning Board and Board of Selectmen.

Section 12. Public Hearing

- 12.1 When required, the Commission shall hold a public hearing within thirty (30) days from the date of the filing of the application. At least fourteen (14) days before said public hearing, public notice shall be given by posting in a conspicuous place in Town Hall and in a newspaper of general circulation in the Town. Such notice shall identify the time, place and purpose of the public hearing. A copy of the public hearing notice shall be mailed to the applicant, the owners of all other properties within the District, any local charitable corporation one of the purposes of which is the preservation of historic structures or districts, to the Planning Board, and to any person filing a written request for notice of hearings.

Section 13. Decision

- 13.1 The Commission shall grant a Certificate or issue a written denial within forty-five (45) days from the date the application was filed unless the applicant consents in writing to a specific extension of the time by which such decision must be made
- 13.2 In the absence of any such extension of time, should a decision not be made within the prescribed time, the applicant is entitled as of right to a Certificate of Hardship.
- 13.3 Vote of the Commission -The concurring vote of at least three (3) members of the Commission shall be required to issue a Certificate.
 - 13.3.1 In the event at least three (3) members were not present throughout the entirety of the public hearing the applicant is entitled as of right to a Certificate of Hardship.
- 13.4 In the case of a denial of an application for a Certificate, the Commission shall set forth the reasons for denial and may include specific recommendations that would make the application acceptable to the Commission. If, within fourteen (14) days of receipt of the denial, the applicant files a written modification of the application in conformity with the recommended changes of the Commission, the Commission shall cause a Certificate of Appropriateness to be issued to the applicant.
- 13.5 Certificate of Appropriateness -If the Commission determines that the exterior Construction or Alteration for which an application for a Certificate of Appropriateness has been filed will be appropriate for or compatible with the preservation or protection of the District, the Commission shall issue a Certificate of Appropriateness.

- 13.5.1 Upon the adoption of this Bylaw the Commission shall issue a Certificate of Appropriateness for all Buildings, Structures and Sites within the Whitinsville -Downtown Crossroads Historic District.
- 13.6 Certificate of Hardship -In the event of an application for a Certificate of Hardship, the Commission shall determine whether, owing to the conditions affecting the Building or Structure involved, but not affecting the District generally, failure to approve the application will involve a substantial hardship, financial or otherwise, to the applicant and whether such application may be approved without substantial detriment to the public welfare and without substantial derogation from the intent and purpose of this Bylaw. Hardship shall be determined with reference to assessed value of the Building or Structure and cost of proposed alteration.
- 13.6.1 If the Commission determines that owing to such conditions failure to approve an application will involve substantial hardship to the applicant and approval thereof may be made without such substantial detriment or derogation, the Commission shall issue a Certificate of Hardship.
- 13.7 Certificate -Each Certificate or written decision by the Commission shall be dated and signed by the Chair or such person as the Commission may designate and shall be deemed issued upon filing with the Office of the Town Clerk.
- 13.7.1 Each Certificate or written decision by the Commission shall be filed with the Office of the Town Clerk and provided to the applicant at the address shown on the application with a copy to the Inspector of Buildings, Planning Board and Board of Selectmen.
- 13.8 Persons Aggrieved; Appeal -A person aggrieved by a determination of the Commission may, within twenty (20) days after the filing of the notice of such determination with the Office of the Town Clerk, file a written request with the Commission for a review by a person or persons of competence and experience in such matters, acting as arbitrator designated by the Central Massachusetts Regional Planning Commission. If the Town ceases to be a member of the Commission, the Massachusetts Department of Housing and Community Development shall select the appropriate regional planning agency.
- 13.8.1 The finding of the arbitrator making such review shall be filed with the Office of the Town Clerk within forty-five (45) days after the request and shall be binding on the applicant and the Commission, unless a further appeal is sought in the Superior Court as provided in MGL Chapter 40C, Section 12A. The filing of such further appeal shall occur within twenty (20) days after the finding of the arbitrator has been filed with the Office of the Town Clerk.

Section 14. Criteria for Determinations

- 14.1 Consideration -In deliberating on applications for Certificates, the Commission shall consider, among other things, the historic and architectural value and significance of the Building, Structure or Site; the general design, proportions, detailing, massing, arrangement, texture, and materials of the Exterior Architectural Features involved; and the relation of such Exterior Architectural Features to similar features of Buildings and Structures in the District.
- 14.2 New Construction, Additions -In the case of new Construction or additions to existing Buildings or Structures, the Commission shall consider the appropriateness of the scale, shape and proportion of the Building or Structure both in relation to the land area upon which the Building or Structure is situated and in relation to Buildings and Structures in the vicinity.
- 14.3 Nothing in this Bylaw shall be deemed to preclude any person contemplating construction or alteration of a Building or Structure within the District from consulting informally with the Commission, at a public meeting, before submitting an application. Nothing in this Bylaw shall be deemed to preclude the Commission from offering informal advice to a potential applicant prior to receiving an application. However, such preliminary advice offered by the Commission shall not be deemed to set a precedent nor in any way limit the Commission in the exercise of its functions under this Bylaw.
- 14.4 Not in Public View -The Commission shall consider only Exterior Architectural Features as seen from the public way (public view) as provided for in this Bylaw. The Commission shall not consider interior arrangements or architectural features not subject to public view.

Section 15. Exemptions, Exclusions

- 15.1 The Commission shall exclude from its review the following elements and features:
- a. AC Units & Alarms
 - b. Chimneys & Chimney Caps
 - c. Fences
 - d. Flags (Flag Poles)
 - e. Gutters & Downspouts
 - f. Handicapped Accessible Access
 - g. Lighting Fixtures
 - h. Garage Doors & Loading Docks
 - i. Mailboxes & Mail Slots
 - j. Mechanical & Plumbing Vents
 - k. Monuments & Memorials
 - l. Paint Color, Color of Buildings or Structures
 - m. Ramps, Railings & Stairs
 - n. Roofing Materials
 - o. Shutters & Hardware
 - p. Sidewalks & Walkways
 - q. Signage (Banners)
 - r. Solar Panels
 - s. Storm Doors & Screens
 - t. Storm Windows & Screens
 - u. Street Number signage or identification
 - v. TV Antennas & Satellite Dishes
 - w. Temporary Buildings or Structures
 - x. Window Replacement(s)
 - y. Windows, Window Treatments
 - z. Wires & Cables
- 15.2 Under State Law, routine maintenance, repair, replacement, and landscaping are exempt from review.
- 15.3. The Commission shall not consider interior arrangements or architectural features not subject to public view from a public way as provided for in this Bylaw.
- 15.4 Nothing in this Bylaw shall prevent any exterior Construction or Alteration under a permit duly issued prior to the adoption of this Bylaw or be construed to prevent work satisfying requirements certified by a duly authorized public official deemed to be necessary for public safety.
- 15.5 Nothing in this Bylaw shall restrict or be a cause for review of exterior Alterations that may be required by State or Federal Building Codes.
- 15.6 Nothing in this Bylaw shall restrict or be a cause for review of the point of access serviced by handicapped access ramps designed solely for the purpose of facilitating ingress/egress of physically handicapped persons, as defined in MGL.

- 15.7 Non-traditional materials, providing that the difference between such material(s) and traditional materials cannot, upon the review by the Commission, be reasonably discerned by the unaided eye shall be exempt from this Bylaw.
- 15.8 The reconstruction, substantially similar in exterior design of a Building, Structure or Exterior Architectural Feature damaged or destroyed by fire, storm or other disaster, provided such reconstruction is begun within two years thereafter shall be exempt from this Bylaw.
- 15.9 Nothing in this Bylaw shall restrict or be a cause for review of exterior Alterations to any accessory structures, including sheds and detached garages.
- 15.10 Nothing in this Bylaw shall restrict or be a cause for review of use(s) of properties within the District; the Northbridge Zoning Bylaw shall govern all land uses within the District.
- 15.11 Upon request, the Commission shall issue a Certificate of Non-Applicability with respect to Construction or Alteration in any category not subject to review by the Commission in accordance with the above provisions.

Section 16. Categorical Approval

- 16.1 The Commission may determine from time to time, after a public hearing duly advertised and posted at least fourteen (14) days in advance in a conspicuous place in Town Hall and in a newspaper of general circulation in Northbridge, that certain categories of Exterior Architectural Features, Structures or Buildings under certain conditions may be Constructed or Altered without review by the Commission without causing substantial derogation from the intent and purpose of this Bylaw.

Section 17. Enforcement and Penalties

- 17.1 Building Permit -No building permit shall be issued for the exterior Construction or Alteration of any Building or Structure within the District unless a Certificate has first been issued by the Commission when such Certificate is required by this Bylaw.
- 17.2 Conditions of Certificate -No Construction or Alteration of any Building or Structure within the District for which a Certificate is required shall deviate from the conditions of such Certificate issued by the Commission.
 - 17.2.1 The Commission shall be charged with the enforcement of this Bylaw.
- 17.3 The Commission, upon a written complaint of any resident of Northbridge, or owner of property within Northbridge, or upon its own initiative, shall institute any appropriate action or proceedings in the name of the Town of Northbridge to prevent, correct, restrain or abate violation of this Bylaw. In the case where the Commission is requested in writing to enforce this Bylaw against any person allegedly in violation of same and the Commission declines to act, the Commission shall notify, in writing, the party requesting such enforcement of any action or refusal to act and the reasons therefor, within twenty-one (21) days of receipt of such request.
- 17.4 Whoever violates any of the provisions of this Bylaw may be punishable by a fine of up to \$300.00 for each offense, in accordance with the provisions of MGL Chapter 40C Section 13. Each day during any portion of which such violation continues to exist shall constitute a separate offense.
- 17.5 Enforcement Agent -The Commission may designate the Inspector of Buildings to act on its behalf and to enforce this Bylaw.

Section 18. Amendments

- 18.1 Historic District Boundaries - The District may be expanded or reduced in size. Any changes involving the boundaries (properties) of the District must follow the procedures for the initial establishment of a local historic district, in accordance with MGL Chapter 40C. In such cases, the Commission is responsible for conducting the study, drafting the preliminary study report, and holding the public hearing.
- 18.2 Historic District Bylaw -This Bylaw may be amended, by a 2/3 vote of Town Meeting, provided the amendment is not inconsistent with the intent of MGL Chapter 40C. Before an amendment may

be brought to vote, the amendment must first be submitted to the Commission, for its formal recommendation. The Commission has a maximum of sixty-days to make a recommendation on a proposed amendment, after which time the amendment may be acted upon by Town Meeting, per MGL Chapter 40C, section 3.

Section 19. Severability and Validity

- 19.1 The provisions of this Bylaw shall be deemed to be separable. If any of its provisions, sections, subsections, sentences, or clauses shall be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Bylaw shall continue to be in full force and effect.
- 19.2 This Bylaw shall not become effective until the Bylaw and Historic District Map setting forth the boundaries of the District have been filed with the Town Clerk and a copy has been recorded in the Worcester Registry of Deeds.

A TRUE COPY ATTEST

Doreen A. Cedrone, CMC, CMMC
Town Clerk
Northbridge, MA

TOWN OF NORTHBRIDGE, MASSACHUSETTS



(2019) Assessor Map Parcel #s

[properties of LHD]



WHITINSVILLE -DOWNTOWN CROSSROADS LOCAL HISTORIC DISTRICT

- | | |
|---|---|
| <ul style="list-style-type: none"> ① Col. James Fletcher House (circa 1770) ② Whitinsville Brick Mills & Forge/Paul Whitin Mill (circa 1826) ③ Whitinsville Cotton Mill (circa 1845) ④ Stephen F & Marry Ann Batchelor House (circa 1835) ⑤ Memorial Town Hall (circa 1872) ⑥ Aldrich School /original High School (circa 1890) | <ul style="list-style-type: none"> ⑦ Town Common /Memorial Park (circa 1890-1905) ⑧ Village Congregational Church (circa 1897 & 1903) ⑨ Whitinsville Savings Bank (circa 1906) ⑩ Whitinsville Social Library (circa 1912) ⑪ George Marston Whitin Memorial Community Center (circa 1922) ⑫ Trinity Episcopal Church (circa 1925-1929) |
|---|---|



-See Section XX-XXX of the Northbridge Code



Adam D. Gaudette
Town Manager

**TOWN OF NORTHBRIDGE
OFFICE OF THE TOWN MANAGER
NORTHBRIDGE TOWN HALL
7 MAIN STREET
WHITINSVILLE, MASSACHUSETTS 01588
Phone: (508) 234-2095 Fax: (508) 234-7640
www.northbridgemass.org**

J.

**TOWN OF NORTHBRIDGE MASSACHUSETTS
AMERICANS WITH DISABILITIES ACT
GRIEVANCE PROCEDURE**

Section 1: In accordance with the Americans with Disabilities Act (ADA), THE TOWN OF NORTHBRIDGE may not discriminate on the basis of disability against any qualified individual with a disability in the services, programs or activities it provides, in accessibility to public meetings and in its employment practices.

Section 2: In the event that a person with a disability believes he/she has been discriminated against, a complaint may be filed, using the following format:

- a. Complaint shall be in writing, signed by the Complainant or an authorized representative.
- b. Complainant shall include Complainant's name, address and telephone, or alternative method of contact.
- c. Complaint shall identify the Town Department, employee, officer or agency committing the alleged discriminatory action.
- d. Complaint shall describe, in detail, the alleged discriminatory action.

Section 3: The Complaint shall be submitted, within thirty (30) days of the alleged discriminatory action, or knowledge thereof, to the appropriate ADA Coordinator:

Town of Northbridge – Office of the Town Manager
Attn: Adam D. Gaudette, Town Manager/ADA Compliance Coordinator
Northbridge Memorial Town Hall
7 Main Street, Whitinsville, MA 01588

Note: Complaints should be submitted in writing, via email, or by completing the website complaint form and will be promptly addressed. If you prefer to use an alternative format such as Braille or a telephone interview, please contact the ADA Coordinator at (508) 234-2095 or at agaudette@northbridgemass.org to ensure that the Town can accommodate the format of your choice.

Section 4: The Coordinator shall contact and/or meet with the Complainant within fifteen (15) days (or agreed upon date) to discuss the nature of the Complaint and to request/obtain clarifying information from the Complainant.

Section 5: The Town's designated ADA Coordinator ("Coordinator") shall investigate the Complaint and meet with the appropriate board, official or employee(s), to resolve the Complaint. Within fifteen (15) calendar days after such meeting, the Coordinator shall inform the Complainant of the resolution. This communication shall explain the position of the Town of Northbridge and offer options for resolution. A copy of this correspondence shall be provided to the Town Administrator and the Town's Commission on Disabilities.

Section 6: If the response given by the Coordinator does not satisfactorily address the issue, the Complainant may within fifteen (15) days of the receipt of the response file a request to appeal the decision of the Coordinator to the Town Administrator or his/her designee.

Section 7: The Town or his/her designee will contact or meet with the Complainant to discuss the appeal within fifteen (15) calendar days of receipt of the appeal.

Section 8: The Town Manager or his/her designee shall appeal to the appeal in writing or alternative format as appropriate within fifteen (15) calendar days of the appeal contact or meeting with a final resolution of the complaint. A copy of this correspondence and the original request to appeal will be sent to the Northbridge Commission on Disabilities.

Section 9: All complaints alleging discrimination on the basis of a disability received by the ADA Coordinator, appeals to the Town Manager or his/her designee, and responses from the ADA Coordinator, Town Manager or his/her designee will be retained by the Town of Northbridge for a minimum of three (3) years.

Section 10: Nothing in this Grievance Procedure shall preclude the Complainant from filing a complaint with: any appropriate state or federal agencies, or by the filing of a lawsuit in Federal Court.

*ADOPTED BY THE TOWN OF NORTHBRIDGE
(Reaffirmed by the Board of Selectmen _____)*

Know all Men by These Presents,

K.

That the Town of Northbridge, in the County of Worcester and Commonwealth of Massachusetts, in consideration of Four Thousand Eight Hundred Dollars, paid by **Karen Bird, of 5 Crown's Way, Uxbridge, MA**, the receipt of which is hereby acknowledged, does sell and convey to said Karen Bird, those certain cemetery **Lots No. 55 and 56B, three single graves situated on the way called Walnut Ave South, in the Pine Grove Cemetery**, and the sole and exclusive right of burial of the dead therein, subject to the following rules and restrictions for the regulation and government of said Cemetery; viz:

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

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

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

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

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

IN WITNESS WHEREOF, the said Town of Northbridge has caused these presents to be signed and sealed by its Board of Selectmen, this 18th day of October, in the year of our Lord Two Thousand Twenty-One.

COMMONWEALTH OF MASSACHUSETTS
WARRANT FOR FALL ANNUAL TOWN MEETING
TOWN OF NORTHBRIDGE
TRANSACTION OF TOWN BUSINESS
TUESDAY, OCTOBER 26, 2021 - 7:00 P.M.

FINAL – SEPT. 27, 2021

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, on Linwood Avenue, in Whitinsville, in said Northbridge, Massachusetts, on Tuesday, October 26, 2021 at 7:00 o'clock P.M., then and there to act on the following articles:

ARTICLE 1: (Board of Selectmen)

To see if the Town will vote to amend the votes taken under Article 3 of the 2021 Spring Session of the Annual Town Meeting (May 4, 2021), 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 2: (Board of Selectmen)

To see if the Town will vote to raise and appropriate and/or transfer from available funds in the Treasury and/or transfer from the unexpended appropriated funds of one or more of the departments of the Town various sums of money and authorize the payment of prior year bills; or take any other action relative thereto.

ARTICLE 3: (Board of Selectmen)

To see if the Town will vote to amend the vote taken under Article 12 of the 2018 Spring Session of the Annual Town Meeting (May 1, 2018) by increasing the maximum real estate tax abatement for Senior Tax Work Off volunteers from \$1,000 to \$1,500 per Fiscal Year, in addition to any other exemptions or abatements for which they may be eligible; or take any other action relative thereto.

ARTICLE 4: (Board of Selectmen)

To see if the Town will vote to amend the vote taken under Article 20 of the 2013 Spring Session of the Annual Town Meeting (May 7, 2013) by increasing the maximum real estate tax abatement for Veteran Tax Work Off volunteers from \$1,000 to \$1,500 per Fiscal Year, in addition to any other exemptions or abatements for which they may be eligible; or take any other action relative thereto.

ARTICLE 5: (Planning Board)

To see if the Town will vote to accept as a public way, the remaining, unaccepted 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 6: (Planning Board)

To see if the Town will vote to amend the Town of Northbridge Zoning Bylaw, Chapter 173, by DELETING in its entirety the current Section 173-18, Floodway and Floodplain Districts, and INSERTING in place thereof the following new Section 173-18 entitled "Floodway and Floodplain Overlay Districts":

Section 173-18 Floodway and Floodplain Districts

A. Purpose

The purposes of the Floodway and Floodplain Overlay District are to: (a) Ensure public safety through reducing the threats to life and personal injury; (b) Eliminate new hazards to emergency response officials; (c) Prevent the occurrence of public emergencies resulting from water quality, contamination, and pollution resulting from flooding; (d) Avoid the loss of utility services which if damaged by flooding would disrupt or shut down the utility network and impact regions of the community beyond the site of

ARTICLE 1 – REVISED 10.14.21

ARTICLE 1: (Board of Selectmen)

To see if the Town will vote to amend the votes taken under Article 3 of the 2021 Spring Session of the Annual Town Meeting (May 4, 2021), 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.

GENERAL GOVERNMENT

CONSERVATION COMMISSION:

Line 9B: Expenses

By appropriating from Wetland Fees

the additional sum of \$700.40

TOTAL GEN. GOVT. / CONSERVATION COMMISSION: \$700.40

PUBLIC WORKS

DPW HIGHWAY DIVISION:

Line 21B: Expenses

By raising and appropriating

the additional sum of \$161,740

TOTAL PUBLIC WORKS / DPW HIGHWAY DIVISION: \$161,740

DEBT SERVICE

DEBT PRINCIPAL:

Line 32: Debt Principal

By raising and appropriating

the additional sum of \$240,000

and

By appropriating from Receipts Reserved - Title V

the additional sum of \$ 109

Total Debt Principal: \$240,109

DEBT INTEREST:

Line 33: Debt Interest

By raising and appropriating

the additional sum of \$115,670

Line 35: BVRS Debt

By reducing the amount previously raised and appropriated by \$ 2,639

Total Debt Interest: \$113,031

TOTAL DEBT SERVICE: \$353,140

TOTAL ARTICLE 1: \$515,580.40

flooding; (e) Eliminate costs associated with the response and cleanup of flooding conditions; and (f) Reduce damage to public and private property resulting from flooding waters.

B. District Delineation

1. The Floodway and Floodplain Overlay District is herein established as an overlay district. The District includes all special flood hazard areas within the Town of Northbridge designated as Zone A, AE, AH, AO, or A99 on the Worcester County Flood Insurance Rate Map (FIRM) dated July 16, 2014, issued by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program. The exact boundaries of the District shall be defined by the 1%-chance base flood elevations shown on the FIRM and further defined by the Worcester County Flood Insurance Study (FIS) report dated July 16, 2014. The FIRM and FIS report are incorporated herein by reference and are on file with the Town Clerk, Planning Board, Inspector of Buildings, Conservation Commission and Board of Assessors.
2. The boundaries of the Floodway and Floodplain Overlay District are shown on map entitled "Town of Northbridge, Massachusetts Floodway & Floodplain Overlay Districts" prepared by CMRPC -Central Massachusetts Regional Planning Commission dated October 26, 2021.
3. Floodplain management regulations found in this Section shall take precedence over any less restrictive conflicting local laws, provisions, or codes.

C. General Information

1. The degree of flood protection required by this bylaw is considered reasonable by the Town but does not imply total flood protection.
2. If any section, provision, or portion of this bylaw is deemed to be unconstitutional or invalid by a court, the remainder of the bylaw shall be effective.

D. Designation of Floodplain Administrator

Northbridge hereby designates the position of Inspector of Buildings to be the official Floodplain Administrator for the Town of Northbridge. The Floodplain Administrator may adopt regulations and standard forms for the purpose of administering and implementing this Section.

E. Requirement to submit new technical data

If the Town acquires data that changes the base flood elevations in the FEMA mapped Special Flood Hazard Areas, the Town will, within six (6) months, notify FEMA of these changes by submitting the technical or scientific data that supports the change(s). Notification shall be submitted to: FEMA Region 1 Risk Analysis Branch Chief, 99 High Street, 6th Floor, Boston, MA 02110 and copy of notification to: Massachusetts NFIP State Coordinator, MA Department of Conservation & Recreation, 251 Causeway Street, Boston, MA 02114.

F. Variances to Building Code floodplain standards

1. If the State issues variances to the flood-resistant standards as found in the State Building Code:
 - a) The Town of Northbridge will request from the State Building Code Appeals Board a written and/or audible copy of the portion of the hearing related to the variance and will maintain this record in the Town's files.
 - b) The Town shall also issue a letter to the property owner(s) regarding potential impacts to the annual premiums for the flood insurance policy covering that property, in writing over the signature of a Town official that (i) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction below the base flood level increases risks to life and property.
 - c) Such notification shall be maintained with the record of all variance actions for the referenced development in the Floodway and Floodplain Overlay District.

G. Variances from the Northbridge Zoning Bylaw related to community compliance with the National Flood Insurance Program (NFIP)

An application for a variance from the requirements of the Floodway and Floodplain Overlay District must meet the requirements set out by State law and may only be granted if: good and sufficient cause and exceptional non-financial hardship exist; the variance will not result in additional threats to public safety, extraordinary public expense, or fraud or victimization of the public; and the variance is the minimum action necessary to afford relief.

H. General provisions

1. Permits required for all proposed development in the Floodway and Floodplain Overlay District
 - a) The Town of Northbridge shall require a permit for all proposed construction or other development in the Floodway and Floodplain Overlay District, including new construction or changes to existing buildings, placement of manufactured homes, placement of agricultural facilities (consistent with and to the extent permitted by G.L. c. 40A, §3), fences, sheds, storage facilities or drilling, mining, paving and any other development that might increase flooding or adversely impact flood risks to other properties.
 - b) Assure that all necessary permits are obtained
 - I. The Town's permit review process includes the requirement that the proponent obtain all local, state, and federal permits that will be necessary in order to carry out the proposed development in the Floodway and Floodplain Overlay District. The proponent must acquire all necessary permits and must submit to the Floodplain Administrator a list demonstrating that all necessary permits have been acquired.
2. Subdivision proposals
 - a) All subdivision proposals and development proposals for property in the Floodway and Floodplain Overlay District shall be reviewed to assure that: such proposals minimize flood damage; public utilities and facilities are located and constructed so as to minimize flood damage; and adequate drainage is provided.
 - b) When proposing subdivisions or other developments greater than 50 lots or 5 acres (whichever is less), the proponent must provide technical data to establish base flood elevations for each developable parcel shown on the design plans.
3. Unnumbered A Zones and Floodway encroachment
 - a) In A Zones, in the absence of FEMA base flood elevation data and floodway data, the Building Department will obtain, review and reasonably utilize base flood elevation and floodway data available from a Federal, State, or other source as criteria for requiring new construction, substantial improvements, or other development in Zone A to comply with one or more of the following: elevating residential structures to or above base flood level; floodproofing or elevating nonresidential structures to or above base flood level; and prohibiting encroachments in floodways.
 - b) In Zones A, A1-30, and AE, along watercourses that have not had a regulatory floodway designated, the best available Federal, State, local, or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge. In Zones A1-30 and AE, along watercourses that have a regulatory floodway designated on the Town's FIRM, encroachments in the regulatory floodway which would result in any increase in flood levels within the community during the occurrence of the base flood discharge are prohibited.
4. Watercourse alteration or relocations in riverine areas
 - a) In a riverine situation, the Conservation Commission shall notify the following of any alteration or relocation of a watercourse: (1) Adjacent Communities, especially upstream and downstream; (2) Bordering States, if affected; (3) NFIP State Coordinator: Massachusetts Department of Conservation and Recreation, 251 Causeway Street, 8th floor Boston, MA 02114; NFIP Program Specialist: Federal Emergency Management Agency, Region I, 99 High Street, 6th Floor, Boston, MA 02110
5. AO and AH zones drainage requirements
 - a) Within Zones AO and AH on the FIRM, adequate drainage paths must be provided around structures on slopes, to guide floodwaters around and away from proposed structures.
6. Recreational vehicles
 - a) In A1-30, AH, and AE Zones all recreational vehicles to be placed on a site must be elevated and anchored in accordance with the zone's regulations for foundation and

elevation requirements, or be on the site for less than 180 consecutive days, or be fully licensed and highway ready.

I. Floodway use regulations

1. Except by special permit of the Zoning Board of Appeals, only the following uses of low flood damage potential and causing no obstructions to flood flows shall be allowed, provided that they do not require structures, fill or storage of materials or equipment:
 - a) Agricultural uses such as farming, grazing, truck farming, horticulture and forestry and nursery uses;
 - b) Outdoor recreational uses, including fishing, boating and play areas, etc.;
 - c) Conservation of water, plants, and wildlife; wildlife management; and foot-, bicycle or horse paths;
 - d) Temporary non-residential structures used in connection with fishing or with growing, harvesting or storage of crops raised on the premises;
 - e) Buildings lawfully existing prior to May 10, 1983; and
 - f) In Zone AE, along watercourses that have a regulatory floodway designated on the Northbridge FIRM encroachments are prohibited in the regulatory floodway which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.

J. Floodway and Floodplain Overlay District use regulations

1. The Floodway and Floodplain Overlay District is established as an overlay district to all other districts. All development in the District, including structural and nonstructural activities, whether permitted by right or by special permit, must be in compliance with MGL C. 131, § 40, and with the requirements of the following:
 - a) Massachusetts State Building Code provisions addressing floodplain areas;
 - b) Wetland Protection Regulations, Department of Environmental Protection (DEP);
 - c) Inland Wetlands Restriction, DEP; and
 - d) Minimum requirements for the subsurface disposal of sanitary sewage, DEP.

Any variation from the provisions and requirements of the above referenced state regulations may only be granted in accordance with the required variance procedures of these state regulations.

2. No structure or building shall be erected, constructed substantially improved or otherwise created or moved and no earth or other materials shall be dumped, filled, excavated, or transferred unless a special permit is granted by the Zoning Board of Appeals. Said Board may issue a special permit hereunder, subject to other applicable provisions of this Chapter if the application is in compliance with the following provisions:
 - a) Proposed use shall comply in all respects with the zoning provisions of the underlying district;
 - b) All encroachments, including fill, new construction, substantial improvements to existing structures and other development, are prohibited unless certification by a registered professional engineer is provided by the applicant demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the one-hundred-year flood.
 - c) Within 10 days of receipt of the application, the Zoning Board of Appeals shall transmit a copy of the development plan (application) to the Conservation Commission, Planning Board, Board of Health, Town Engineer, Inspector of Buildings, and the Board of Selectmen. Final action shall not be taken until reports have been received from the above boards and officials or until 35 days have elapsed.
 - d) In granting a special permit, the Zoning Board of Appeals may specify such additional requirements and conditions as it finds necessary to protect the health, safety and welfare of the public and the occupants of the proposed use or take any other action relating thereto.
3. New construction and improvements
 - a) Refer to Massachusetts State Building Code

- b) Electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

K. Definitions

DEVELOPMENT means any man-made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. [US Code of Federal Regulations, Title 44, Part 59]

FLOODWAY. The channel of the river, creek or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. [Base Code – 2015 International Building Code, Chapter 2, Section 202]

FUNCTIONALLY DEPENDENT USE means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities. [US Code of Federal Regulations, Title 44, Part 59] Also [Referenced Standard ASCE 24-14]

HIGHEST ADJACENT GRADE means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. [US Code of Federal Regulations, Title 44, Part 59]

HISTORIC STRUCTURE means any structure that is: (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (1) By an approved state program as determined by the Secretary of the Interior or (2) Directly by the Secretary of the Interior in states without approved programs. [US Code of Federal Regulations, Title 44, Part 59]

NEW CONSTRUCTION. Structures for which the start of construction commenced on or after the effective date of the Town's first Floodway and Floodplain District Bylaw, including any subsequent improvements to such structures. New construction includes work determined to be substantial improvement. [Referenced Standard ASCE 24-14]

RECREATIONAL VEHICLE means a vehicle which is: (a) Built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projection; (c) Designed to be self-propelled or permanently towable by a light duty truck; and (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. [US Code of Federal Regulations, Title 44, Part 59]

REGULATORY FLOODWAY - see FLOODWAY.

SPECIAL FLOOD HAZARD AREA. The land area subject to flood hazards and shown on a Flood Insurance Rate Map or other flood hazard map as Zone A, AE, A1-30, A99, AR, AO, AH, V, VO, VE or V1-30. [Base Code – 2015 International Building Code, Chapter 2, Section 202]

START OF CONSTRUCTION. The date of issuance of a building permit for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement is within 180 days after the date of issuance. The actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns. Permanent construction does not include land preparation (such as clearing, excavation, grading or filling), the installation of streets or walkways, excavation for a basement, footings, piers or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other

structural part of a building, whether or not that alteration affects the external dimensions of the building. [Base Code – 2015 International Building Code, Chapter 2, Section 202]

STRUCTURE means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. [US Code of Federal Regulations, Title 44, Part 59]

SUBSTANTIAL REPAIR OF A FOUNDATION. When work to repair or replace a foundation results in the repair or replacement of a portion of the foundation with a perimeter along the base of the foundation that equals or exceeds 50% of the perimeter of the base of the foundation measured in linear feet, or repair or replacement of 50% of the piles, columns or piers of a pile, column or pier supported foundation, the building official shall determine it to be substantial repair of a foundation. Applications determined by the building official to constitute substantial repair of a foundation shall require all existing portions of the entire building or structure to meet the requirements of 780 CMR. [As amended by 9th Edition of Massachusetts State Building Code]

VARIANCE means a grant of relief by a community from the terms of a flood plain management regulation. [US Code of Federal Regulations, Title 44, Part 59]

VIOLATION means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in U.S. Code of Federal Regulations, Title 44, Part 60§60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided. [US Code of Federal Regulations, Title 44, Part 59]

ZONE A means an area of special flood hazard without water surface elevations determined.

ZONE A1-30 and ZONE AE means area of special flood hazard with water surface elevations determined.

ZONE AH means areas of special flood hazards having shallow water depths and/or unpredictable flow paths between (1) and (3) feet, and with water surface elevations determined.

ZONE AO means area of special flood hazards having shallow water depths and/or unpredictable flow paths between (1) and (3) ft. (Velocity flow may be evident; such flooding is characterized by ponding or sheet flow.)

ZONE A99 means area of special flood hazard where enough progress has been made on a protective system, such as dikes, dams, and levees, to consider it complete for insurance rating purposes. (Flood elevations may not be determined.)

or take any other action relative thereto.

ARTICLE 7: (Conservation Commission)

To see if the Town will vote to create and establish a Conservation Fund pursuant to MGL Chapter 40, Section 8C; or take any other action relative thereto.

ARTICLE 8: (Charter Review Committee)

To see if the Town will vote, pursuant to M.G.L. Chapter 43B, to propose the Amendments to Section 2-3(b) (membership of Finance Committee), Section 2-8 (Town officials at Town Meetings – technical correction), Section 3-2(d) (appointments by Board of Selectmen), Section 3-3(a) (description of election of School Committee members), Section 3-4(b) (appointments by Moderator), Section 4-1(a) (Town Manager screening committee membership), Section 6-2(a) (School Committee budget procedure), Section 6-3 (posting of proposed Town operating budget), and Section 8-6 (removals and suspensions of officers and board members – technical correction) of its Home Rule Charter in accordance with the report of the Charter Review Committee appointed in 2020 pursuant to Section 8-9(a) of the Charter, said report and Amendments being on file with the Town Clerk; or take any other action relative thereto.

ARTICLE 9: (Charter Review Committee)

To see if the Town will vote, pursuant to M.G.L. Chapter 43B, to propose the grammatical and stylistic Amendments to its Home Rule Charter in accordance with the report of the Charter Review Committee appointed in 2020 pursuant to Section 8-9(a) of the Charter, said report and Amendments being on file with the Town Clerk; or take any other action relative thereto.

ARTICLE 10: (Petition)

To see if the Town will vote to discontinue so much of Emond Street as is described as follows;

Beginning at a point at the easterly end of the northerly sideline of Emond Street;

THENCE S. 71° 32' 53" W. 260.70 feet by the northerly sideline of Emond Street to a stone bound;

THENCE S. 27° 42' 01" E. 40.53 feet to the southerly sideline of Emond Street;

THENCE N. 71° 32' 53" E. 241.31 feet by the southerly sideline of Emond Street to the easterly end of Emond Street;

THENCE N. 00° 36' 23" E. 42.02 feet by the easterly end of Emond Street to the point of beginning;

or take any other action relating thereto.

ARTICLE 11: (Petition)

To see if the Town will vote in accordance with G.L. c. 59, § 38H to authorize the Board of Selectmen to enter into a Real and Personal Property Tax Agreement with **Northbridge McQuade, LLC** or its affiliated entity, with a business address at 4 Liberty Square, Boston, MA 02109, for a period of up to twenty-five (25) years, and to approve said agreement under which **Northbridge McQuade, LLC** or its affiliated entity, will pay the Town a sum of money per year relative to a Large-Scale Ground Mounted Solar Photovoltaic Installation with an expected nameplate capacity of approximately 2.9 megawatts (MW) AC which **Northbridge McQuade, LLC** or its affiliated entity proposes to construct and operate on a 60 acre+/- parcel of land located on the easterly side of McQuade's Lane, Northbridge and further to allow the Board of Selectmen to negotiate any necessary amendments to said Tax Agreement; or take any other action relating thereto.

And you are directed to serve this warrant by posting attested copies thereof at the Whitinsville Post Office, in Whitinsville, in Precinct 1; the Northbridge Post Office, in Northbridge, in Precinct 2; Town Clerk's Office, in Whitinsville, 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 13th day of September in the year Two Thousand Twenty-one.

SELECTMEN OF NORTHBRIDGE

Charles Ampagoomian, Jr., Chairman

Alicia M. Cannon

James J. Athanas

Russell D. Collins

Thomas J. Melia

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

**BOARD OF SELECTMEN'S MEETING
OCTOBER 18, 2021**

FALL ANNUAL TOWN MEETING WARRANT - 10/26/21 - 7:00 PM

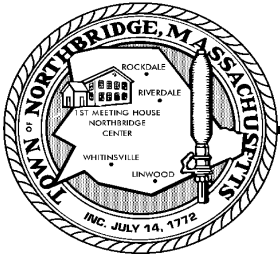
Presenter	Selectmen	Finance Committee	Town Meeting
Article 1. FY '21 Budget Adjustments	Selectmen	Support	_____
		Non-support	_____
		No Position	_____
		Pass Over	_____
Article 2. Bills of a prior year	Selectmen	Support	_____
		Non-support	_____
		No Position	_____
		Pass Over	_____
Article 3. Senior Tax Work Off Prog. - Increase Tax Abatement from \$1,000 to \$1,500	Selectmen	Support	_____
		Non-support	_____
		No Position	_____
		Pass Over	_____
Article 4. Veterans Tax Work Off Prog. – Increase Tax Abatement from \$1,000 to \$1,500	Selectmen	Support	_____
		Non-support	_____
		No Position	_____
		Pass Over	_____
Article 5. Street Acceptance - Roosevelt Drive (Presidential Farms Subdivision)	Planning Board	Support	_____
		Non-support	_____
		No Position	_____
		Pass Over	_____
Article 6. Amend Zoning Bylaw Section 173-18 (Floodway and Floodplain Districts)	Planning Board	Support	_____
		Non-support	_____
		No Position	_____
		Pass Over	_____
Article 7. Create and establish a Conservation Fund	Conservation Comm.	Support	_____
		Non-support	_____
		No Position	_____
		Pass Over	_____
Article 8. Amendments to the Town Charter	Charter Review Comm.	Support	_____
		Non-support	_____
		No Position	_____
		Pass Over	_____
Article 9. Amendments to the Town Charter	Charter Review Comm.	Support	_____
		Non-support	_____
		No Position	_____
		Pass Over	_____

Article 10. Petition
Discontinue a portion of Emond Street

Support	_____	_____	_____
Non-support	_____	_____	_____
No Position	_____	_____	_____
Pass Over	_____	_____	_____

Article 11. Petition
Authorize the BOS to enter into a Real and
Personal Property Tax Agreement
(Northbridge McQuade LLC)

Support	_____	_____	_____
Non-support	_____	_____	_____
No Position	_____	_____	_____
Pass Over	_____	_____	_____



M.

TOWN OF NORTHBRIDGE, MASSACHUSETTS

COMMUNITY PLANNING & DEVELOPMENT

R. Gary Bechtholdt II, Town Planner
7 Main Street Whitinsville, MA 01588
Phone: (508) 234.2447
gbechtholdt@northbridgemass.org

MEMORANDUM

Date: October 12, 2021

TO: CHARLIE AMPAGOOMIAN, CHAIR BOARD OF SELECTMEN
Adam D. Gaudette, Town Manager

From: R. Gary Bechtholdt II, Town Planner

RE: NORTHBRIDGE RAPID RECOVERY PLAN
October 18, 2021 BOS Mtg

Arrangements have been made for the Board of Selectmen (Monday, October 18, 2021) to hear from Sarah Adams, Principal Planner (CMRPC) and Jeannie Hebert, President (BVCC) on Northbridge's Rapid Recovery Plan.

As you will recall, the town received a grant from Massachusetts Downtown Initiative to participate in the Local Rapid Recovery Plan (LRRP) Program. This program was developed as part of the Baker-Polito Recovery Plan which provided municipalities with technical assistance to develop actionable, project-based recovery plans tailored to COVID-related economic challenges and impacts to downtowns and town centers. Northbridge was 1 of 125 participating communities in this program.

Sarah and Jeannie shall provide a summary brief on business outreach and engagement, as well as recommendations and action items identified in Northbridge's Rapid Recovery Plan. A copy of the plan has been uploaded onto the town's webpage under "New & Announcements".

If you should require additional information or have any questions please contact the Planning office.

Take care & be well.

Cc: /File

Town Manager's Report for the Period of October 4, 2021 – October 15, 2021

1. Key Meetings Attended:

- Monday, October 4, 2021 – Attended the Board of Selectmen Meeting.
- Tuesday, October 5, 2021 – Meeting with State Rep Muradian.
- Wednesday, October 6, 2021 – Met with the owner of Eskar on-site; the Recreational Marijuana Dispensary is now open.
- Monday, October 11, 2021 – Town Offices closed for Columbus Day.
- Tuesday, October 12, 2021 – Attended and spoke at the National Parks Ribbon Cutting Ceremony.
- Wednesday, October 13, 2021 – Attended the BPC Meeting for the Fire Station Project.
- Thursday, October 14, 2021 – Met with Financial Team regarding NES Borrowing.
- Thursday, October 14, 2021 – Conference Call with Town Counsel re: BOH Member removal process.
- Friday, October 15, 2021 – Conference Call with Town Counsel re: ESKAR Marijuana Manufacturing HCA Negotiations.

2. **Balmer School Building Project:** The Building Inspector provided an extension of the Temporary Certificate of Occupancy until November 1st. The GC Fontaine is working on punch list items to complete the project. Chief White and Chief Labrie have been working with NPS staff to safely address parking, access, and routing issues. The GC Fontaine has provided a stop sign exiting the site, and the DPW temporary crosswalk markings per the Board of Selectmen's recommendation.

3. **Lasell Field Turf Project:** The BPC Meeting met last week on September 15, 2021 and voted to close-out the project and release the final retainage to Green Acres in the amount of \$56,000. The next step will be to reconcile the payments/budget for the project to see what funds remain for the purposes of making final purchases or improvements by the Town.

4. **Fire Station Project:** The design team continues to work on the schematic design now that the field survey has been completed. The architect TGAS is also working on a Schedule of Values and a Design Development Budget which is to be discussed at the November 3rd BPC Meeting. The Town Manager has scheduled the design team to do a presentation of the project status at the BOS Meeting on November 8th.

5. Other:

- The Town Manager is working with the financial team and NFP to solicit pricing for health insurance plans as Fallon is getting out of the municipal market. The RFP has been advertised.
- The Town Manager has prepared an RFP for Strategic Planning Services for the Fire Department which was advertised this past week on October 13th. The goal is to work with the management team and staff to develop a goals and action plan for the next 3 years. The Town Manager would then follow with similar projects for the Police Department and DPW, as well as any other department that has interest.