

**TOWN OF NORTHBRIDGE  
BOARD OF SELECTMEN'S MEETING  
NORTHBRIDGE CABLE STUDIO / AMERICAN LEGION  
198 CHURCH AVENUE - NORTHBRIDGE, MA 01534  
February 24, 2020 at 6:30 PM**

**EXECUTIVE SESSION 6:30 PM**

**PLEDGE OF ALLEGIANCE**

- I. APPROVAL OF MINUTES:** A. December 16, 2019
- II. PUBLIC HEARING: B. *For reconsideration***/Application to transfer the Wines and Malt Beverages Package Store License from Village Variety, LLC [Mr. Ahmad Mustafa, Mgr.] to USRS 786, Inc. dba Village Variety, 84 Border Street, Whitinsville, MA 01588 [Mr. Rashid Ali, Mgr.] **Present:** Amjad Chaudhry, proposed owner/Vote to reconsider application
- III. APPOINTMENTS/Resignations**
- IV. CITIZENS' COMMENTS/INPUT**
- V. DECISIONS:**
  - C. The Crafty Nest/1) Request permission to hold the Sidewalk Sale event on Church Street on Saturday, June 20, 2020 from 10 AM to 2 PM; 2) request permission to close Church Street on Saturday, June 20, 2020 from 9 AM to 3 PM beginning at Unibank to the intersection of Cross Street; 3) request to hang a banner across Church Street from Sunday, June 7, 2020 to Sunday, June 21, 2020 to advertise the Sidewalk Sale /**Present:** Laura VandenAkker and Lesley Woods
  - D. Friends of Northbridge Elders/Request to hang a banner across Church Street from Sunday, October 11, 2020 to Sunday, October 25, 2020 to advertise their annual Dinner Dance at the Whitinsville Golf Club on Friday, October 23, 2020 from 4 PM to 9 PM
  - E. George Marson Whitin Memorial Community Center Association dba Whitin Community Center/Request for a one-day wine and malt special license for the 7<sup>th</sup> annual Cars in the Park event to take place on Saturday, August 15, 2020 from 10 AM to 4 PM located at Whitin Park, 60 Main Street, Whitinsville
  - F. Grille 122 Bar & Restaurant, 91 Providence Road, Whitinsville/Notice of application for a KENO license *[Vote needed only if Board objects]*
  - G. Safety Committee Meeting Minutes [November 20, 2019]/Vote to accept recommendations
  - H. Spring Annual Town Meeting [May 5, 2020] / Vote to place Selectmen's articles on the Warrant
  - I. Town Manager Employment Agreement Renewal
- VI. DISCUSSIONS:**
  - J. Historical Commission Update: Present: Kenneth Warchol and Lenny Smith
- VII. TOWN MANAGER'S REPORT**
- VIII. SELECTMEN'S CONCERNS**
- IX. ITEMS FOR FUTURE AGENDA**
- X. CORRESPONDENCE**
- XI. EXECUTIVE SESSION 6:30 PM: Under M.G.L. c.30A, Sec. 21 #2:** To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel.

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



**BOARD OF SELECTMEN'S MEETING  
December 16, 2019**

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

The Pledge of Allegiance was recited by those present.

**APPROVAL OF MINUTES/None**

Chairman Athanas announced that the public hearing would be deferred since it was not yet 7:05pm.

**APPOINTMENTS/Resignations/None**

**CITIZENS' COMMENTS/INPUT/None**

**2020 Miscellaneous License Renewals [Common Victualler, Class II, Automatic Amusement Devices, Entertainment, Sunday Entertainment, etc.]/Vote to approve subject to the payment of all monies due the Town.** A motion/Mr. Nolan, seconded/Mr. Ampagoomian to approve the renewal of 2020 Miscellaneous License Renewals [Common Victualler, Class II, Automatic Amusement Devices, Entertainment, Sunday Entertainment, etc.] with the exception of Mike's Vending, Sammy's Restaurant, and Northbridge Salvage Company, LLC [company was dissolved in 2011]; subject to the payment of all monies due to the Town. Vote yes/Messrs. Ampagoomian, Athanas, Melia and Nolan.

**2020 Annual Liquor License Renewals/Vote to approve subject to the payment of all monies due the Town.** A motion/Mr. Melia, seconded/Mr. Nolan to approve the 2020 Annual Liquor License Renewals with the exception of Sammy's Restaurant for failure to renew; subject to the payment of all monies due the Town. Vote yes/Messrs. Ampagoomian, Athanas, Melia and Nolan.

**Licenses not to be renewed for 2020/Vote not to renew: 1) Northbridge Salvage Company, LLC, Moon Hill Road (L. E. Ambrogi, Mgr., Class III Motor Vehicle Junk License.** Selectman Ampagoomian asked what happens with the vehicles since the license isn't being renewed. Town Manager Gaudette stated that there is an ownership discussion ongoing because the owner of the business passed away. Currently no one has submitted a new license application for that location and pending the outcome it might be something we discuss with Town Counsel and the Building Inspector. **2) Sammy's Restaurant, LLC d/b/a Sammy's Restaurante, 2147 Providence Road (Sohail Ahmad, Mgr.) a) All Alcohol Common Victualler Liquor License and b) Non-alcoholic Common Victualler License 3) Mikes Vending, LLC, 360 Main Street [Lovey's], Non-alcoholic Common Victualler License.** A motion/Mr. Ampagoomian, seconded/Mr. Nolan **not to renew** the following licenses for calendar year 2020: Northbridge Salvage Company, LLC, Moon Hill Road (L. E. Ambrogi, Mgr., Class III - Motor Vehicle Junk Dealer's License); Sammy's Restaurant, LLC d/b/a Sammy's Restaurante, 2147 Providence Road (Sohail Ahmad, Mgr., All Alcohol Common Victualler Liquor License and Non-alcoholic Common Victualler License); and Mike's Vending, LLC, 360 Main Street @ Lovey's [Non-alcoholic Common Victualler License]. Vote yes/Messrs. Ampagoomian, Athanas, Melia and Nolan.

**Release of Community Development Block Grant Certificate(s) Not to Encumber [32 Elm Street, Whitinsville].** Town Manager Gaudette advised the Board that the Community Development Block Grant's Housing Rehabilitation program is something the Town hasn't done for quite some time. He explained that through the Grant Program, participants were allowed to rehabilitate their homes with grant

funds, but they were required to have a lien placed on their property to prevent them from turning around and flipping the house to make a profit. With that, he indicated there is a lien on this particular property, and the property owners are looking to refinance their property. For that purpose, the Lender has asked if the town would subordinate our rights, which would put us in 2<sup>nd</sup> place to recoup any funds, if it came to that. Town Manager Gaudette noted that the current grant program lien is in year 13 out of the 15 years required under the program for payback purposes and recommended the Board approve the release of the lien(s). A motion/Mr. Melia, seconded/Mr. Ampagoomian to approve and sign the release of Certificate(s) Not to Encumber for 32 Elm Street, Whitinsville. Vote yes/Messrs. Ampagoomian, Athanas, Melia and Nolan.

**PUBLIC HEARING – 7:05 PM:** *Continuation of public hearing from December 2, 2019.*

**1) Application to transfer the Wines and Malt Beverages Package Store License from Village Variety, LLC [Mr. Ahmad Mustafa, Mgr.] to USRS 786, Inc. dba Village Variety, 84 Border Street, Whitinsville, MA 01588 [Mr. Rashid Ali, Mgr.] and 2) Application to transfer the non-alcoholic Common Victualler License from Village Variety, LLC [Mr. Ahmad Mustafa, Mgr.] to USRS 786, Inc. dba Village Variety, 84 Border Street, Whitinsville, MA 01588 [Mr. Rashid Ali, Mgr.] / Present: Amjad Chaudhry, proposed owner.** Mr. Ali stated that the current owner was looking to sell, and the offer was reasonable, so he took him up on it and applied for the application to transfer the licenses. Selectman Melia began and asked the following questions: **1)** How many other companies does he have, and Mr. Ali replied that he has 7: East Brookfield, Worcester, Peabody, Salem, Woburn and Middleboro. **2)** Have you had any liquor violations. Mr. Ali responded he has but he installed a new Point of Sale [POS] system that requires anyone buying alcohol to scan their ID before making an alcohol sale. **3)** Do the people that work for you receive TIPS training and have any stores have been robbed and if so, have employees received training in that area. Mr. Ali stated he had, and he and his staff have attended seminars and trainings on preventing robberies and emergency situations. **4)** Asked if he had plans on increasing the lighting around the building. Mr. Ali stated he would like to expand and remodel the building to be more useable and provide more variety for his customers. Selectman Athanas asked if the same Point of Sale system would be installed at this location. Mr. Ali stated that it would be, along with an upgraded security system. Mr. Ali stated that the most valuable thing in the store is the employees and keeping them safe is his priority. A motion/Mr. Melia, seconded/Mr. Ampagoomian to close the public hearing. Vote yes/Ampagoomian, Athanas, Melia and Nolan. A motion/Mr. Melia, seconded/Mr. Nolan to approve the transfer the Wines and Malt Beverages Package Store License from Village Variety, LLC [Mr. Ahmad Mustafa, Mgr.] to USRS 786, Inc. dba Village Variety, 84 Border Street, Whitinsville, MA 01588 [Mr. Rashid Ali, Mgr.] and to transfer the non-alcoholic Common Victualler License from Village Variety, LLC [Mr. Ahmad Mustafa, Mgr.] to USRS 786, Inc. dba Village Variety, 84 Border Street, Whitinsville, MA 01588 [Mr. Rashid Ali, Mgr.] . Vote yes/Ampagoomian, Athanas, Melia and Nolan.

**TOWN MANAGER'S REPORT: 1) Key Meetings Attended:** Monday, December 2, 2019 – Attended a meeting with School Superintendent and Business Manager to discuss Balmer School project. Monday, December 2, 2019 – Participated in the weekly Fire Station Project Conference Call. Monday, December 2, 2019 – Attended the Board of Selectmen Meeting. Tuesday, December 3, 2019 – Attended a Meeting at the Whitin Community Center to discuss community service initiative through the EMC Arts project at Open Sky/Alternatives. Wednesday, December 4, 2019 – Attended BPCC Meeting on Fire Station & Turf Field projects. Thursday, December 5, 2019 – Met with David Labonte of MIIA, our General Liability representative to discuss builder's risk insurance coverage for the Balmer School project. Friday, December 6, 2019 – Held a Department Managers Meeting at Whitinsville Social Library. Monday, December 9, 2019 – Attended a meeting on Green Communities Projects with Town and NPS staff. Monday, December 9, 2019 – Met with NPS staff and legal team from KP Law. Monday, December 9, 2019 – Participated in Fire Station Project Conference Call. Tuesday, December 10, 2019 – Met with staff regarding clearing house (DOT) regulations. Tuesday, December 10, 2019 – Attended a ceremony at the Whitinsville Social Library

commemorating their 175<sup>th</sup> anniversary. Thursday, December 12, 2019 – Attended a site visit at the Middle School for the Turf Field Project. Friday, December 13, 2019 – Attended “Student of Month” at the Northbridge Middle School. Friday, December 13, 2019 – Met with Vertex Engineering to discuss Fire Station and Turf Field RFP submittals. **2) Balmer School Building Project:** The project construction by Fontaine Brothers is well under way. Grading and tree removal are complete. Three of the four detention basins and replacement of a 36” drainage culvert across the site have been completed. The retaining wall on the east property line used for the access way is nearing completion. Fontaine has obtained the foundation-only permit from the Building Inspector and footing installation has been initiated. The School Building Committee meets again on December 17, 2019. **3) Fire Station Project (Feasibility Study):** The BPC and the Kaestle-Boos Architect design team along with the OPM Cardinal Construction met with the BPC last week on December 4, 2019. The design team is currently working on design concepts for the preferred site which is the Town-owned Goulet Playground/Riverdale Field site. The group also discussed site conditions with an abutter that was present and reviewed the 1997 Feasibility for the High School which included Goulet Field as one of its top sites. They are also in the process of developing a project web page to be accessed via a link on the Town’s website which will contain aspects of the project including existing building conditions, design concepts, reports, etc. The team meets next with the BPC on December 18, 2019. **4) Lasell Field Turf Project:** The Landscape Architect, Activitas, met with the BPC last week on December 4<sup>th</sup>. The team is finalizing the design concept and fine-tuning the budget. Activitas will be working on the construction documents and permitting over the next 45-60 days and hopes to advertise February 1<sup>st</sup>. The design team submitted an RDA application to the Conservation Commission. There will be a discussion on materials alternatives at the next BPC meeting to be held on January 8, 2020.

**SELECTMEN'S CONCERNS:** **Selectman Melia/1)** announced that there are two openings on the Economic Development Committee; but they would prefer a business owner or realtor to be involved as they would add a lot of useful input and direction. **2)** wished all residents a Merry Christmas and a Happy New Year along with the Town Manager and Town Staff. **Selectman Ampagoomian/1)** requested the Town Manager look into the replacement of the streetlight at the intersection of Old Quaker Street and Mendon Road. **2)** requested an update on the traffic lights located at Plummers Corner. **3)** requested an update on lighting the sidewalk crossings around the downtown section Whitinsville, particularly at the Library. **4)** asked if there was any progress on the agreement with the Veterans Hall and the agreement with the Blackstone Valley Veterans Association. Town Manager Gaudette replied that it will be on the agenda in January. **5)** asked if there was an update on Burger King and any progress made towards reopening. Town Manager Gaudette stated that we are waiting on their paperwork to be turned in. **6)** gave condolences to the Klocek family for the loss of Paul Klocek. **7)** wished all the community and staff a very safe and Merry Christmas, Happy Hanukah, Happy Kwanza and a Happy New Year. **Chairman Athanas** requested a cannabis site update. Town Manager Gaudette replied that the only one we have received an application for is True Natures Wellness and they will be holding a hearing with the Planning Board, Zoning Board and others. Chairman Athanas asked if there is a time limit on approval from the town side. Town Manager Gaudette stated that there are limitations on special permits or wetlands permits that they receive. As far as the Host Community Agreements with the Town they are contingent upon them receiving permitting through the State first.

**ITEMS FOR FUTURE AGENDA 1)** Blackstone Valley Veteran’s Hall Lease **2)** Proration of fees for licenses issues through the Board of Selectmen.

**CORRESPONDENCE/None**

**EXECUTIVE SESSION/None**

**Selectman Melia announced that the next Board of Selectmen’s meeting is scheduled for January**

**13, 2020.**

A motion/Mr. Ampagoomian, seconded/Mrs. Nolan to adjourn the public meeting. Vote yes/  
Ampagoomian, Athanas, Melia, and Nolan.

**Meeting Adjourned: 7:25 PM**

**Respectfully submitted,**

**Daniel Nolan, Clerk**

**/mjw**

**LIST OF DOCUMENTATION**

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

**December 16, 2019**

**I. APPROVAL OF MINUTES**

**II. PUBLIC HEARING – A. 7:05 PM: *Continuation of public hearing from December 2, 2019.***

**1) Application to transfer the Wines and Malt Beverages Package Store License from Village Variety, LLC [Mr. Ahmad Mustafa, Mgr.] to USRS 786, Inc. dba Village Variety, 84 Border Street, Whitinsville, MA 01588 [Mr. Rashid Ali, Mgr.]**

- Copy of public hearing notice
- Copy of letter to applicant notifying them that the hearing was rescheduled for the December 16<sup>th</sup> Board of Selectmen's meeting
- Copy of application for a transfer of license
- Copy of corporate vote
- Copy of purchase sale and agreement
- Copy of layout
- Copy of tips certificate
- Copy of license routing slip

**2) Application to transfer the non-alcoholic Common Victualler License from Village Variety, LLC [Mr. Ahmad Mustafa, Mgr.] to USRS 786, Inc. dba Village Variety, 84 Border Street, Whitinsville, MA 01588 [Mr. Rashid Ali, Mgr.] / Present: Amjad Chaudhry, proposed owner**

- Copy of Common Victualler application
- Copy of Revenue Enforcement and Protection Attestation form
- Copy of Workers' Compensation Affidavit
- Articles of Organization

**III. APPOINTMENTS/Resignations**

**IV. CITIZENS' COMMENTS/INPUT**

**V. DECISIONS:**

**B. 2020 Miscellaneous License Renewals [Common Victualler, Class II, Automatic Amusement Devices, Entertainment, Sunday Entertainment, etc.]/Vote to approve subject to the payment of all monies due the Town**

- Copy of miscellaneous licenses to be renewed for the 2020 calendar year

**C. 2020 Annual Liquor License Renewals/Vote to approve subject to the payment of all monies due the Town**

- Copy of liquor licenses to be renewed for the 2020 calendar year

**D. Licenses not to be renewed for 2020/Vote not to renew: 1) Northbridge Salvage Company, LLC, Moon Hill Road (L. E. Ambrogi, Mgr., Class III Motor Vehicle Junk License; 2) Sammy's Restaurant, LLC d/b/a Sammy's Restaurante, 2147 Providence Road (Sohail Ahmad, Mgr.) a) All Alcohol Common Victualler Liquor License and b) Non-alcoholic Common Victualler License 3) Mikes Vending, LLC, 360 Main Street [Lovey's], Non-alcoholic Common Victualler's License**

- Copy of the list of 2020 licenses that are not to be renewed

**E. Release of Community Development Block Grant Certificate(s) Not to Encumber [32 Elm Street, Whitinsville]**

- Copy of letter from Quicken Loans on the subordination of 32 Elm Street
- Copy of Subordination Agreement

- VI. DISCUSSIONS/None**
- VII. TOWN MANAGER'S REPORT/No documentation**
- VIII. SELECTMEN'S CONCERNS/No documentation**
- IX. ITEMS FOR FUTURE AGENDA/No documentation**
- X. CORRESPONDENCE/None**
- XI. EXECUTIVE SESSION**

# B.

## RECOMMENDATION OF THE INVESTIGATOR

Licensee: USRS 786, Inc

City/Town Northbridge

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> New License                                   | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License                | <input type="checkbox"/> Alteration of Licensed Premises  | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|  |   | <input type="checkbox"/> Other <input type="text"/>                       | <input type="checkbox"/> Change of DBA                                |

I have reviewed the Application and recommend:

**RETURN NO ACTION**

**CORI CHECK COMPLETE:**

No Criminal Record Found

See CORI that indicates criminal history

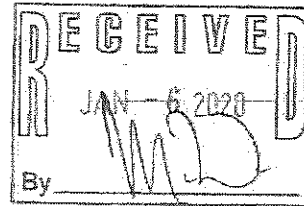
### Investigator Comments

I am unable to make a favorable recommendation the way this application is presented.

CORI form and proof of citizenship is missing for the sole shareholder, officer director. This is required.

The purchase and sales agreement (Liquor license) must be in the name of this proposed licensee, not an individual name. Assignments or new document is required.

Lease agreement is required. Lease to this proposed entity. I understand the applicant is/or has purchased the building. I have no proof of occupancy in this proposed licensee name.



All corrections and/or documents requested must be forwarded to the Northbridge Licensing Board. After review and approval the board will forward all documents to the ABCC for reconsideration.

ALCOHOLIC BEVERAGES  
LICENSING COMMISSION

DEC 31 PM 7:05

RECEIVED

Investigator

Caroline L. Guarino Wilichoski

Date

12/31/19

ext. 735  
417. 237. 3040, 735

C Wilichoski@TRE, state.ma.us



LEASE

Lease Agreement made this <sup>12<sup>th</sup></sup> day of February 2020, between 01588, LLC having its principal place of business at 151 City Depot Road Charlton, Massachusetts, hereinafter referred to as "Lessor", and USRS 786, Inc, d/b/a Village Vareity, of 84 Border Street Whitinsville, MA hereinafter referred to as "Lessee".

WITNESSETH

THAT, in consideration of the covenants herein contained, the Lessor hereby leases and the Lessee hereby rents the following described premises:

The stand alone building located at 84 Border Street Whitinsville, MA containing approximately 1320 square feet and having a mailing address of 84 Border Street, Whitinsville (hereinafter referred to as the "leased premises", the "demised premises", or the "premises"). The leased premises shall include the right to, all walkways and parking areas as may be provided to the side or rear of the premises, if any.

Upon the commencement date of this Lease the Lessor shall deliver to the Lessee the premises. The commencement date shall be the same date as the date of this Lease.

1. TERM & RENEWALS: The term of this Lease shall be for a period of five (5) years commencing on March 1, 2020. Provided the Lessee is not then in default and the business is still operating under the same management or that of family, the Lessee shall have the right to request an extension of the lease for five (5) years by giving a written request to the Lessor of the Lessee's desire to extend at least ninety (90) days prior to the expiration of the term of this Lease. Landlord shall respond within thirty (30) days to the Lessee's request to extend. Said extension must be mutually agreeable. Lessee shall be limited to two (2) five year extensions.

At the time of execution of this Lease, at the request of the Lessee, the Lessor and the Lessee shall execute a Notice of Lease for recording with the Worcester District Registry of Deeds which shall include the date of commencement of this Lease.

2. RENT: Rent in the amount of Three Thousand (\$3,000.00) Dollars shall become due and payable on the commencement date of this lease. All rent payments shall be made on the first day of each month in advance. Rent for any partial month shall be equitably adjusted. All rent payments shall be made payable to the Lessor and delivered to the Lessor, at the Lessor's address by a good check payable in U.S. funds and drawn on a Massachusetts bank.
3. UTILITIES: The Lessee agrees to pay promptly all bills chargeable to the demised premises for water, sewer, electricity and any other utilities separately metered and

consumed by Lessee, whether for heat, air conditioning or otherwise. The Lessee shall be responsible for its own cleaning and rubbish removal.

4. EXCLUSIVE: DELETED

5. USE OF PREMISES: The Lessee agrees to use said premises for the purpose of carrying on its business of a full service convenience store with related services as are usual and customary and for no other purpose. The Lessee at its sole expense shall comply with all material laws, orders, and regulations of Federal, State and Municipal authorities and with any direction of any public officer pursuant to law, which shall impose any duty upon the Lessor or the Lessee with respect to the leased property and shall observe and comply with such reasonable rules and regulations as may be promulgated by the Lessor. The Lessee, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease, or for the making of repairs, alterations, improvements, or additions, and the Lessor, where necessary, will join with the Lessee in applying for all such permits or licenses. The Lessee shall be solely responsible to pay any and all personal property taxes assessed on the premises.

6. REPAIRS: The Lessee, during the term of this Lease or any extensions or renewals thereof, shall, at its expense, except as limited in this paragraph, make all repairs and replacements as shall be necessary to keep said leased premises in good repair. The Lessor agrees to keep in good order, condition and repair, the foundation and structural portions of the leased premises.

The Lessee will inspect and accept the leased premises upon commencement of this lease and agrees that, at the expiration of this Lease or upon earlier termination thereof, to quit and surrender said premises in good condition, excepting reasonable wear, damage by fire or other casualty or other causes beyond the control of the Lessee.

7. LESSOR'S ENTRY: The Lessee shall permit the Lessor and his agents to enter the leased premises at reasonable times and upon reasonable notice to inspect the same and to make any repairs which are the responsibility of the Lessor and further to show the premises at the end of the term or any extensions thereof to prospective tenants. Lessor shall not unreasonably interfere with tenant's quiet enjoyment of the premises while conducting Lessor's rights hereunder.

8. INSOLVENCY: If any proceedings in bankruptcy or insolvency are filed against the Lessee or if any writ of attachment or writ of execution is levied upon the interest herein of the Lessee, and such proceedings or levies shall not be released or dismissed within thirty (30) days thereafter, or if any sale of the leasehold interest hereby created or any part thereof should be made under any execution or other judicial process, or if the Lessee shall make any assignment for the benefit of creditors or shall voluntarily institute bankruptcy or insolvency proceedings, the Lessor, at the Lessor's election, may re-enter and take possession of said premises and remove all persons therefrom and the Lessee covenants and agrees, notwithstanding any entry or re-entry by the Lessor, whether by

summary proceedings, termination or otherwise, to pay and be responsible for the days originally fixed hereunder for the payments thereof, amounts equal to the several installments of rent and other charges reserved

as they would, under the terms of this Lease, become due as if this Lease had not been terminated or as if the Lessor had not entered or re-entered as aforesaid, including but not limited to legal fees, costs, and charges incurred. The Lessor agrees to use reasonable efforts to mitigate the Lessor's damages.

9. NON-WAIVER OF DEFAULT: The subsequent acceptance of rent hereunder by the Lessor shall not be deemed a waiver of any preceding breach of any obligations hereunder by the Lessee other than the failure to pay the particular rental so accepted and the waiver of any breach of any covenant or condition by the Lessor shall not constitute a waiver of any other breach regardless of knowledge thereof.
10. INSURANCE: The Lessee at its own expense shall provide and keep in force, for the benefit of the Lessor, comprehensive general liability insurance in which the Lessor shall be named as an additional insured with minimum limits of \$500,000.00 / \$1,000,000.00 and \$250,000.00 for property damage. The policy shall contain a provision that the insurer will not cancel or change the insurance without first giving the Lessor ten (10) days prior written notice. The Lessee shall deposit said insurance policies or certificates of insurance with the Lessor within ten (10) days of the commencement date hereof.

Additionally, during the term of this Lease, the Lessee will indemnify and save harmless the Lessor against and from any and all claims by or on behalf of any person arising from the conduct or management of or from any work or thing whatsoever done in or about the leased premises by any person lawfully in or about said leased premises except as to negligence of Lessor, its agents, servants, employees, invitees, or causes under the Lessor's control.

Notwithstanding anything to the contrary contained in this Lease, the parties hereby mutually release one another of and from any and all liabilities and damages that are covered by their respective insurance then in force, to the full extent of such insurance coverage, provided that this release does not invalidate such insurance coverage nor affect the rights of subrogation of any insurer, and the parties agree to look to such insurance coverage for reimbursement or compensation for such covered damages or liabilities. This paragraph shall not affect the rights of the parties to seek damages from one another for claims, which are not clearly covered by their respective insurance or for claims in excess of any insurance coverage.

11. FIRE OR OTHER CASUALTY LOSS: In the event of damage or destruction of the leased property by fire or other unavoidable casualty so that the same shall thereby be rendered unfit for use or otherwise substantially impairs Lessee's ability to conduct its business, and the said premises cannot be restored with reasonable diligence within ninety (90) days then this Lease and the said term shall terminate at the election of either the Lessee or the Lessor and if either shall not so elect, then in case of any such destruction or

damage to the demised premises rendering the same unfit for use or occupation, a just proportion of the rent hereinafter reserved, according to the nature and extent of the injury sustained by the demised premises shall be abated as of the date of damage according to the amount in value of such remaining space and not adjusted solely on the basis of square footage.

12. DAMAGE AND LOSS: To the maximum extent that this Agreement may be made effective according to law Lessee agrees that the Lessor shall not be responsible or liable to the Lessee or those claiming by, through, or under the Lessee, for any loss or damage resulting to the Lessee or those claiming by, through or under it or its or their property from the breaking, bursting, stopping or leaking of electric cables, wires or water, gas, sewer or steam pipes and like loss or damage, unless caused by negligence of Lessor, its agents, servants or employees.

The Lessee will indemnify the Lessor and hold it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury arising from or out of any occurrence in, upon, or at the leased premises, or the occupancy or use by the Lessee of the leased premises or any part thereof or occasioned wholly or in part by any negligent act or omission of the Lessee, its agents, contractors, employees, servants, lessees or concessionaires. In case the Lessor shall be made a party to any litigation commencing by or against the Lessee, then the Lessee shall protect and hold the Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by the Lessor in connection with such litigation unless such litigation is due to the negligence of the Lessor, its agents, servants, employees or invitees. Lessee shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by the Lessor in enforcing the covenants and agreements in this Lease as against the Lessee. Notwithstanding the foregoing, the Lessee will not be liable for any legal expenses incurred by the Lessor in a suit between the Lessor and the Lessee in which final judgment is for the Lessee. In such event, the Lessor shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by the Lessee.

13. PLATEGLASS: The Lessee agrees to be responsible for all plate glass and all glass in all windows and doors except for any damage to any plate glass caused by an act of nature or gross negligence of the Lessor.
14. QUIET ENJOYMENT: The Lessee upon paying the basic rent and all additional rent and other charges herein provided for, and performing and observing all the other terms and conditions of this Lease, shall be entitled to the quiet enjoyment and possession of the premises without hindrance or molestation by anyone claiming by or through the Lessor, subject, however, to the reservations and conditions of this Lease.
15. ALTERATIONS AND RENOVATIONS: The Lessee agrees to make no structural or permanent alterations or renovations to the demised premises without first having submitted a plan of the same to the Lessor and obtaining the express written consent of the Lessor which consent will not be unreasonably withheld. All such alterations, rebuildings, replacements, additions, improvements on or in the leased premises after the

commencement of the term and which may be erected, installed or affixed on or in the leased property shall be at the Lessee's expense and shall become the sole property of the Lessor and be deemed to be part of the leased property, except that all movable trade fixtures provided they are not permanently attached to or a part of any ceiling or wall shall be and remain the property of the Lessee; provided, however, that after the removal of any such movable trade fixtures the premises are to be returned to a condition with all wires and pipes capped but not filled and all holes repaired. Any damages sustained to the leased premises by removal of the Lessee's trade fixtures shall be repaired at the Lessee's sole expense. Notwithstanding the above, the Lessor reserves the right to require that all or any portion of the Lessee's improvements, alterations and renovations, as well as trade fixtures and personal property, be removed by the Lessee at the Lessee's expense upon the Lessee's vacating the premises. For the purposes of this paragraph, the term "movable trade fixtures" shall not include any lighting, bathroom, heating, ventilating, air conditioning and other like fixtures, not limited to the above. Any alterations or improvements to the premises made by the Lessee shall be completed by licensed professionals in a good workmanlike manner and in accordance with all applicable licenses and permits.

No renovations or improvements shall be made to the exterior of the premises or penetrations made to the roof without the express written consent of the Lessor irrespective of any waiver of the obligation to obtain written consent for other renovations, improvements, or alterations as set forth herein. Any penetration of the roof shall be at the Lessee's cost and expense but shall be made by the Lessor's roofing contractor; the intent being to preserve the roof bond.

Notice is hereby given that the Lessor shall not be liable for any labor or materials furnished, or to be furnished to the Lessee upon credit and that no mechanic's liens or other lien for any such labor, materials shall attach to or affect the reversionary or other estate or interest of the Lessor in and to the demised premises. The Lessee further agrees to indemnify the Lessor against any and all costs, damages and expenses it may suffer on account of the same. The Lessee shall cause the same to be removed or dissolved by bond.

16. ABANDONMENTS: The Lessee agrees not to vacate or abandon the premises at any time during the demised term. Should the Lessee vacate or abandon said premises or be dispossessed by process of law or otherwise, such abandonment or dispossession shall be a breach of this Lease, and in addition to any other right which the Lessor may have, the Lessor may remove any personal property belonging to the same, such removal and storage to be for the account of the Lessee.
17. ASSIGNMENTS AND SUBLETTING: The Lessee shall not assign or sublet this Lease or any interest therein without the express written consent of the Lessor. The acceptance of rent from any person other than the Lessee shall not relieve the Lessee from his obligations under this paragraph or operate as an acceptance of any assignment or subletting.

Notwithstanding the foregoing, no such assignment or subletting shall release the Lessee from any of its obligations under this Lease. Further, in the event the Lessor shall agree to any assignment or subletting, the Lessee shall pay all costs of the Lessor associated with the same including, but not limited to reasonable attorney's fees.

18. HOLDING OVER: Any holding over after the expiration of said term or any extended term hereof without the consent of the Lessor shall be construed to be a tenancy at sufferance.
  
19. SUBORDINATION: The Lessee agrees to subordinate its rights under this Lease to any mortgages that have heretofore or are hereafter placed on the demised premises and agrees not to encumber its leasehold interest. No instrument executed by the Lessee shall be necessary to effectuate such a subordination; however, upon request of the Lessor the Lessee hereby agrees to immediately execute such instrument of subordination as the Lessor may reasonably request. The Lessor agrees to use reasonable efforts to obtain from mortgagees a non disturbance and attornment agreement, however, the Lessee's obligations herein are not contingent on the execution of such an agreement by a mortgagee. Both the Lessor and the Lessee further agree to immediately execute such documents as may be reasonably requested by the other to reflect the current status of the Lease with respect to rent and other payments, defaults and the like.
  
20. CONDEMNATION: If the whole of the demised premises shall be taken or condemned by any competent authority for any public use or purpose, then the term hereby granted shall cease on the day prior to the taking of possession by such authority or on the day prior to the vesting of title in such authority, whichever first occurs, and rent hereunder shall be paid to and adjusted as of that day. The Lessor agrees to give written notice of such taking to the Lessee promptly. If a portion of said demised premises shall be taken or condemned, and, as a result thereof, there shall be such a major change in the character of the premises as to prevent the Lessee from using the same in substantially the same manner as theretofore used, then, and in that event, the Lessee or the Lessor may either cancel and terminate this Lease as of the date when the part of the premises so taken or condemned shall be required for such public purpose or the said Lessee may continue to occupy the remaining portion, provided, however, the Lessee shall give written notice to the Lessor within fifteen (15) days after receipt of notice from the Lessor of any taking or vesting of title, of its election. In the event the Lessee shall remain in possession and occupation of the remaining portion, all the terms and conditions of this Lease shall remain in full force and effect with respect to such remaining portion, except that the rent reserved to be paid hereunder shall be equitably adjusted according to the amount in value of such remaining space, and not adjusted solely on the basis of square footage.

The Lessor reserves to himself and the Lessee assigns to the Lessor all rights to damages accruing on account of any taking under the power of eminent domain by reason of any act of any public or quasi-public authority for which damages are payable. Lessee agrees to execute such instruments of assignment as may be reasonably required by the Lessor in any proceedings for the recovery of such damages if requested by the Lessor. The Lessor

does not reserve to himself and the Lessee does not assign to the Lessor any damages payable for movable trade fixtures installed by the Lessee or anyone claiming under the Lessee.

21. LESSOR'S RIGHT TO PERFORM LESSEE'S OBLIGATIONS: If the Lessee shall default in the performance of any covenant or condition in this Lease required to be performed by the Lessee, the Lessor may, after thirty (30) days, except for non-payment of rent and after giving written notice of the default to the Lessee, or without notice, if in the Lessor's opinion an emergency exists and notice is not reasonably possible, perform such covenant or condition for the account and at the expense of the Lessee. If the Lessor shall incur any expense, including reasonable attorney's fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any default of the Lessee, the Lessee shall reimburse the Lessor for the amount of such expenses. Should the Lessee, pursuant to this Lease, become obligated to reimburse or otherwise pay the Lessor any sum of money in addition to the specific rent, the amount thereof shall be deemed additional rent and may, at the option of the Lessor be added to any subsequent installment of the specific rent due and payable under this Lease, in which event the Lessor shall have the remedies for default in the payment thereof provided by this Lease. The provisions of this paragraph shall survive the termination of this Lease.

In the event of nonpayment of rent continuing for fourteen (14) days, without prior notice to the Lessee, the Lessor shall have such remedies to which he is entitled under law. In addition, all rent not paid when due (the first day of each month) shall after the 14<sup>th</sup> day of the month thereafter be subject to a late charge in the amount of three percent (3%) of the amount of the monthly installment overdue. In accordance with Paragraph 9 herein, the subsequent acceptance of rent shall not be deemed a waiver of any preceding breach and acceptance of any partial payment of rent shall not relieve the Lessee from the obligation to pay the additional amounts due hereunder, including interest as provided for herein.

The remedies of the Lessor hereunder shall be cumulative and any delay or extension in enforcement shall not be deemed a waiver of the Lessor's rights.

22. HAZARDOUS MATERIALS: The Lessee hereby covenants (a) that the leased premises will not be used for the generation, storage, treatment, use, or disposal of hazardous and toxic waste, (b) to deliver promptly to the Lessor and to the Lessor's Mortgagee copies of any notices received by the Lessee in connection with the presence (or alleged presence) of Materials in or upon the premises, (c) to allow both the Lessor and the Lessor's Mortgagee periodically to inspect the leased premises, and (d) to indemnify and hold harmless both the Lessor and the Lessor's Mortgagee from and against all loss, liability, damage, and expense, including reasonable attorney's fees, arising from the presence of Materials in or upon the premises but only to the extent that the Lessee generated, used on the premises, or otherwise knowingly permitted such Materials to be brought upon the premises.

Materials, for the purposes of this section, means oils, hazardous materials, hazardous wastes, or hazardous substances as such terms are defined under the Comprehensive

Environmental Response Compensation and Liability Act, as amended, the Resource Conservation and Recovery Act of 1976, as amended and the regulations promulgated thereunder, and all applicable state and local laws, rules and regulations including without limitation MGL Ch. 21C and Ch. 21E (collectively, "The Superfund and Hazardous Waste Laws").

The Lessee's obligations to hold harmless and indemnify the Lessor under this Lease shall not apply to any condition such as hazardous waste or otherwise existing upon the leased premises prior to the term of this Lease.

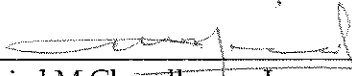
23. SIGNS: The Lessee shall not erect, place or allow to be placed on the leased premises or any part of the Lessor's property any sign of any nature without the prior written consent of the Lessor. The Lessor reserves the right to regulate all aspects of signage. Upon the termination of this Lease, at the Lessor's request, the Lessee agrees to remove any or all signs erected by the Lessee. Nothing herein is intended to affect interior signage.
  
24. NOTICE AND RENT PAYMENTS: All notices to be given to the Lessee shall be in writing, deposited in the United States mail, Certified, Return Receipt Requested, and addressed to the Lessee at 84 Border Street, Whitinsville, Massachusetts. All notices addressed to the Lessor shall be in writing, deposited in the United States mail, Certified, Return Receipt Requested, and addressed to the Lessor at 151 City Depot Road, Charlton Massachusetts. All notices shall be effective upon mailing. Rents shall be mailed to the Lessor at the above address or such other address as the Lessor may designate.
  
25. SEVERABILITY: If any provision of this Lease shall be declared unenforceable or illegal by any court of competent jurisdiction then insofar as is possible the remainder of this Lease shall remain in full force and effect.
  
26. HEADINGS: The headings are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties in interpreting the provisions.

This Agreement is to be construed as a Massachusetts contract and the terms and provisions herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Agreement as a sealed instrument on the date first above written.


Witness

01588, LLC

By:   
Amjad M Chaudhry, Lessor



USRS 786, Inc

By:   
Amjad M Chaudhry Lessee

AMENDMENT TO PURCHASE AND SALE AGREEMENT

SELLER: Village Variety LLC  
BUYER: Amjad Chaudhry, or nominee  
PROPERTY: 84 Border Street Whitinsville, MA 01588  
DATE OF AGREEMENT: October, 2019

Now come the above captioned parties who agree to amend the purchase and sale agreement as follows:

All parties acknowledge a closing date be amended to on or before February 29, 2020;

The Buyer of the business shall be USRS 786, Inc.

The Buyer of the land only shall be 01588, LLC

All the rest and remainder of the Purchase and Sale Agreement shall remain in full force and effect.

Seller:  
Village Variety LLC

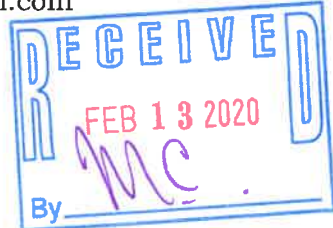
By: \_\_\_\_\_

- Date

Buyer:

\_\_\_\_\_  
Amjad Chaudhry

**The Crafty Nest DIY**  
116 Church St  
Whitinsville, MA 01588  
thecraftynestdiy@gmail.com



Dear Board of Selectmen,

We are writing to you with the request to be added to the Feb 24th meeting agenda.

① We are looking for approval for the 2020 Church Street Sidewalk on June 20th. The event would run from 10am-2pm and we are requesting for the road to be closed between 9am-3pm between Unibank and Cross Street (the same as last year).



We look forward to another successful town event!

Warmest Regards  
Lesley Woods & Miranda Osterman  
The Crafty Nest DIY

③ Request to hang a banner across Church Street from Sunday, June 7, 2020 to Sunday, June 21, 2020 to advertise the Sidewalk Sale.

## Re: 2020 Sidewalk Sale Approval Request

Jim Shuris <jshuris@northbridgemass.org>

Thu 2/13/2020 2:06 PM

To: Melissa Wetherbee <mwetherbee@northbridgemass.org>; Walter Warchol <wwarchol@northbridgemass.org>; Tim Labrie <tlabrie@northbridgemass.org>; Jamie Luchini <jluchini@northbridgemass.org>

Melissa:

We have no objections - with this wonderful event.

Let the sun shine!

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:** Melissa Wetherbee <mwetherbee@northbridgemass.org>

**Sent:** Thursday, February 13, 2020 10:53 AM

**To:** Walter Warchol <wwarchol@northbridgemass.org>; Tim Labrie <tlabrie@northbridgemass.org>; Jim Shuris <jshuris@northbridgemass.org>; Jamie Luchini <jluchini@northbridgemass.org>

**Subject:** 2020 Sidewalk Sale Approval Request

Good morning gentlemen,

Looking for your approval/requests for the annual 2020 Sidewalk Sale event to be held on Saturday June 20th. They are looking to close the road between Unibank and Cross street. I have informed them that they will need to further coordinate with your departments for a detail and barriers, so they will be in touch. Please let me know if you approve and/or require anything further. I've attached their formal request.

Thank you

*Melissa Ciaramitaro, Sr. Adm. Asst./HR. Asst.*  
*Town Manager's Office*  
*Town of Northbridge*  
*7 Main Street Whitinsville, MA 01588*  
*Phone: 508-234-2095 Ext. 1202*

Monday: 8:30 AM ~ 7 PM

Tuesday ~ Thursday: 8:30 AM ~ 4:30 PM

Friday: 8:30 AM ~ 1 PM

## RE: 2020 Sidewalk Sale Approval Request

Walter Warchol <wwarchol@northbridgemass.org>

Thu 2/13/2020 3:58 PM

To: Melissa Wetherbee <mwetherbee@northbridgemass.org>

Melissa:

I have no problems with the request. I usually schedule 1 or 2 community policing officers to the event.

Chief

Walter J. Warchol  
Chief of Police  
Northbridge Police Department  
508-234-6211  
Fax 508-234-9021

**From:** Melissa Wetherbee

**Sent:** Thursday, February 13, 2020 10:53 AM

**To:** Walter Warchol <wwarchol@northbridgemass.org>; Tim Labrie <tlabrie@northbridgemass.org>; Jim Shuris <jshuris@northbridgemass.org>; Jamie Luchini <jluchini@northbridgemass.org>

**Subject:** 2020 Sidewalk Sale Approval Request

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Looking for your approval/requests for the annual 2020 Sidewalk Sale event to be held on Saturday June 20th. They are looking to close the road between Unibank and Cross street. I have informed them that they will need to further coordinate with your departments for a detail and barriers, so they will be in touch. Please let me know if you approve and/or require anything further. I've attached their formal request.

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*Melissa Ciaramitaro, Sr. Adm. Asst./HR. Asst.  
Town Manager's Office  
Town of Northbridge  
7 Main Street Whitinsville, MA 01588  
Phone: 508-234-2095 Ext. 1202*

Monday: 8:30 AM ~ 7 PM

Tuesday ~Thursday: 8:30 AM~ 4:30 PM

Friday: 8:30 AM ~1 PM

North br d, Senia Cntr  
Dinner Dance  
Whit. nsu. 16. Golf Club  
Buffet, DJ RAFFLES, BASKET  
Oct 23 - 4-9 pm



Annual Dinner Dance  
Whit. nsu. 16. County Club  
Buffet RAFFLE BASKET.  
Oct 23 4-9 pm

Yg & Me Co  
861-234-2746

Banner request Oct 11, 2020 -  
Oct 26, 2020

Tickets @ Senior Center

E

**TOWN OF NORTHBRIDGE  
APPLICATION FOR SPECIAL LICENSE**

**TO THE LICENSING AUTHORITIES:**

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto.  
Chapter 138, Section 14

**FULL NAME OF PERSON/ORGANIZATION MAKING APPLICATION:**

George Marston Whitin Memorial Community Association dba Whitin Community Center

Name of Responsible Person: Heather Cister, Executive Director

**TYPE OF LICENSE REQUESTED:**  All Alcohol (non-profit organizations only) (must submit 501c(3)) \$25  
 Wine and/or Malt Beverages \$20

**EVENT DETAILS:**

Event name: 7th Annual Cars in the Park Indoor/Outdoor: Outdoor  
Date and Hours of Event: 8/15/2020 10am-4pm # of persons expected: 2,000+

**GIVE LOCATION BY STREET AND NUMBER:** 60 Main St. Whitinsville, ma. 01588

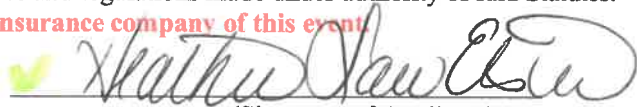
**DESCRIPTION OF PREMISES:** WCC's Whitin Park

Where will alcohol be stored? Locked closet in WCC

Where will Alcohol be served? fenced, beer garden in whitin park

Do you plan on having Entertainment?  Yes  No

in said **Town of Northbridge** in accordance with the rules and regulations made under authority of said Statutes.  
**\*The town highly recommends that you notify your insurance company of this event.**

  
(Signature of Applicant)

Print Name: Heather Cister

Mailing Address: 60 Main St.

City: Whitinsville

State, Zip: Ma, 01588

Phone: 508-234-8184 x 112

Name of Distributor(s): Atlas Distributing

SPECIAL LICENSES ISSUED UNDER SECTION 14 [ONE-DAY LICENSES]: MUST PURCHASE THE EVENT ALCOHOL/BEER/WINE FROM A DISTRIBUTOR OTHERWISE YOU ARE IN VIOLATION OF STATE LAW.

Received: 2/10/20 3PM  
(Date) (Time)  
Agenda: 2/24/20

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



The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 Office of Investigations  
 600 Washington Street  
 Boston, MA 02111  
 www.mass.gov/dia

If you carry Workers Comp. Insurance, you must provide proof to the Town in the form of a Certificate of Insurance.

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: G.M. Whitin Memorial Community Association Inc.

Address: 60 Main St.

City/State/Zip: Whitinsville, MA 01588 Phone #: 508-234-8184

Are you an employer? Check the appropriate box:

- 1.  I am an employer with 116 employees (full and/or part-time).\*
- 2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
- 4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

- 5.  Retail
- 6.  Restaurant/Bar/Eating Establishment
- 7.  Office and/or Sales (incl. real estate, auto, etc.)
- 8.  Non-profit
- 9.  Entertainment
- 10.  Manufacturing
- 11.  Health Care
- 12.  Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Amtrust North America, Inc. (Technology Insurance Co.)

Insurer's Address: P.O. Box 6939

City/State/Zip: Cleveland, OH 44101-1939

Policy # or Self-ins. Lic. # TWC 3682618 Expiration Date: 12/31/2020

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: Feb 3, 2020

Phone #: 508-234-8184 x112

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: Northbridge Permit/License # \_\_\_\_\_

Issuing Authority (circle one):

- 1. Board of Health
- 2. Building Department
- 3. City/Town Clerk
- 4. Licensing Board
- 5. Selectmen's Office
- 6. Other \_\_\_\_\_

Contact Person: Melissa Wetherbee Phone #: 508-234-2095



**SPECIAL PERMIT/LICENSE**

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

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

I, Heather Eister, in consideration of a special permit/license granted by the Town of Northbridge for a non-town sponsored private function, and for other good and valuable consideration hereby acknowledged, do hereby agree to forever RELEASE the Town of Northbridge, its employees, agents, officers, volunteers, or contractors (the "Town"), from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries which I or my guests, employees, agents, successors or assigns may have as the result of the issuance and/or use of a special permit/license granted by the Town of Northbridge and all activities related thereto.

I further promise, to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Town against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries to myself or others or property damage resulting from my use, or the use of my guests, employees or agents as the result of the issuance and/or use of a special permit/license granted by the Town of Northbridge and all activities related thereto.

I hereby further covenant for myself, my successors and assigns not to sue the said Town on account of any such claim, demand or liability.

I am fully aware that by signing this document I am releasing the Town from liability that may arise as a result of the acts or omissions of the Town. Additionally, it is my intent to release the above mentioned parties from liability and defend and indemnify said parties for liability relating to any accident and resulting injuries and/or death that may occur as a result of the issuance and/or use of a special permit/license granted by the Town of Northbridge and all activities related thereto.

To the extent I am signing this document on behalf of an organization, corporation, association or similar entity, I represent that I am fully authorized by said entity to execute this document.

Witness my hand and seal this 3 day of February 2020

Name (Printed): Heather Eister

Heather Raw Eister  
Signature

[Handwritten Signature]  
Witness

# NTM License Slips

Row 1

**Current Status** On Feb 24.20 Agenda

**Done**

**License ID:** NTM#16094

**License Type:** One-Day Wine and Malt License

**Description:** 7th annual Cars in the Park event to be held at Whitin Park. Fenced beer garden in whitin park with alcohol stored in a locked closet prior to the event. Event to take place August 15, 2020 from 10 am to 4 PM. Application attached.

**Business:** Whitin Community Center

**Applicant:** Heather Elster

**Address:** 60 Main Street

**Approval Target** 02/20/20

**Slip Started on:** 02/13/20 11:46 AM

**PLANNING Approve:**

**PLANNING Comments:** N/A -not applicable

**POLICE Approve:**

**POLICE Comments:** Not an issue, subject to detail requirements of the police department

**FIRE Approve:**

**FIRE Comments:**

**BUILDING ZONING Approve:**

**BUILDING ZONING Comments:**

**CONSERVATION Approve:**

**CONSERVATION N/A**  
**Comments:**

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**HEALTH**  
**Approve:**

---

**HEALTH**  
**Comments:**

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**ASSESSORS**  
**Approve:**

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**ASSESSORS**  
**Comments:**

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**TREASURER**  
**COLLECTOR**  
**Approve:**

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**TREASURER**  
**COLLECTOR**  
**Comments:**

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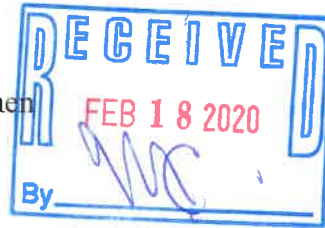
# Massachusetts State Lottery Commission

DEBORAH B. GOLDBERG  
*Treasurer and Receiver General*

MICHAEL R. SWEENEY  
*Executive Director*

February 14, 2020

Whitinsville C/O Nortbridge Brd of Selectmen  
7 Main Street  
Whitinsville, MA 01588



**F**

Dear Sir/Madam:

In accordance with Massachusetts General Laws, chapter 10, section 27A, (as amended on 5/20/96), you are hereby notified that an application for a KENO license has been received by the Massachusetts State Lottery Commission, (MSLC) from:

GRILLE 122 BAR & RESTAURANT  
91 PROVIDENCE ROAD  
WHITINSVILLE, MA

If the city/town objects to the issuance of the KENO license, it must claim its right to a Hearing before the MSLC within twenty-one (21) days of receipt of this notice.

In accordance with section 27A(b), the objection of the city/town must be "as a result of an official action" taken by said city or town regarding the KENO applicant. In order to be fair and apply the same criteria to all cities, towns, and applicants, the MSLC defines an "official action" to be one in which the applicant appeared, or was given the opportunity to appear, before the licensing authority to discuss the issue at the local level in an open hearing or meeting prior to the Hearing at the MSLC.

Please address your written objection to, Gregory Polin, General Counsel, Legal Department, Massachusetts State Lottery Commission, 150 Mt. Vernon St., Dorchester, MA 02125

Very truly yours,

MSLC Licensing Department

USPS Certified Article Number: 7019 0700 0000 7913 5559  
100749 - GRILLE 122 BAR & RESTAURANT



*Supporting the 351 Cities and Towns of Massachusetts*



## NORTHBRIDGE SAFETY COMMITTEE

James Shuris, P.E., MBA, Chairman/Director of Public Works & Town Engineer  
7 Main Street, Whitinsville, MA 01588  
(508) 234-3581 [jshuris@northbridgemass.org](mailto:jshuris@northbridgemass.org)

November 20, 2019

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



Dear Board of Selectmen:

The Northbridge Safety Committee met **WEDNESDAY NOVEMBER 20, 2019** in the Police Station Conference Room (1 Hope Street). The following members were present: Chairman James Shuris, Chief of Police Walter Warchol, Richard Maglione, George Murray, Fire Chief David White, and Jamie Luchini (Alternate) were present. Peter Bedigian, R. Gary Bechtholdt & James Sheehan were absent.

The following members of the public were in attendance:  
Rainer Forst

### CALL MEETING TO ORDER

Chairman Shuris called the meeting to order at 10:05 AM.

### I. APPROVAL OF MEETING MINUTES

*Upon motion duly made (J. Shuris) and seconded (Chief White) the Safety Committee voted (3-0-3 [J. Luchini, Chief Warchol and G. Murray abstained]) to ACCEPT the meeting minutes of August 07, 2019.*

### II. CORRESPONDENCE

“Speeding on Eisenhower Drive” – Rainer Forst, 33 Eisenhower Drive

J. Shuris read correspondence from resident Rainer Forst regarding speeding on Eisenhower Drive, coming off Sutton Street.

R. Forst stated there was severe speeding, but it doesn't happen often and is very sporadic. He said he had the authorization from his neighbors to speak on their behalf. He stated there is a lot of anger from his neighbors about the speeding. He said there is no indication that when drivers turn off Sutton St. that they are now in a residential area. He would like to see two speed limit signs erected on Eisenhower Dr. and on Washington St.

J. Shuris stated that Washington Dr. is a private road.

Chief Warchol indicated that 30 mph is the accepted speed limit in a residential area and that drivers need to use common sense. He also described the process that must take place in order to lower the speed limit on a public road, which includes both MassDOT and the Registry of Motor Vehicles approval after a study is completed.

Chief Warchol referenced a study that was done in the past in that area, that very few cars were recorded going above 25 mph. Also, he has deployed police officers to that location for monitoring as well.

He recommended a 30 mph sign could help the situation

R. Forst commented that cars are reaching speeds between 60 - 80 mph.

*Upon motion duly made (G. Murray) and seconded (Chief. Warchol) the Safety Committee voted (6-0) to TABLE the discussion until a study is completed by the Police Department*

### **III. OLD/NEW BUSINESS**

R. Maglione addressed a concern that was discussed at the Balmer School Building Committee meeting last night, regarding the best evacuation route from the new school. He pointed out the current one is through a wooden section of land behind #230 Mason Road.

A lengthy discussion over evacuation routes followed.

G. Murray stated he believed this was discussed at a previous Safety Committee meeting, held with the architects of the new school.

Chief Warchol suggested that his department, in conjunction with the School Superintendent as well the project architects, should coordinate a discussion over this matter.

J. Shuris welcomed this discussion at an upcoming Safety Committee meeting after all parties have agreed upon a plan.

### **IV. STATUS OF ACTION: 07 AUGUST 2019 SAFETY COMMITTEE MEETING MINUTES**

J. Shuris announced that the Complete Street Prioritization plan is now at the Tier 2 stage of development. At this point we now have until May 2020 to submit a plan, complete with cost estimates, to achieve Tier 3 status. The initial project will focus on sidewalk(s)/crosswalk(s) improvements on Linwood Ave. from Cross St. to Pine Grove Cemetery. This project could also be considered a TIP and/or Safe Routes To School project as well.

Chief White asked if the study included an option of street widening at this location. J. Shuris commented that Linwood Ave. has a 50-foot right-of-way which may limit this option.

One aspect of the study was to find other option for student drop offs at this location.

A discussion over school drop off options followed.

J. Shuris gave an update on the School/ Sutton/Providence Road Intersection Project. MassDOT has assigned a project number which makes it eligible for federal funding. The estimated engineering services for this project is approximately \$300,000 and funding for this project will be sought at the Spring 2020 Town Meeting.

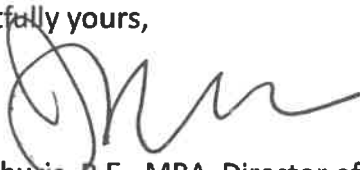
**V. NEXT SAFETY COMMITTEE MEETING DATE:**

To be determined at a later date.

**VI. ADJOURNMENT**

Having no additional business, the Safety Committee adjourned its meeting of Wednesday November 20, 2019 at or about 10:48AM.

Respectfully yours,



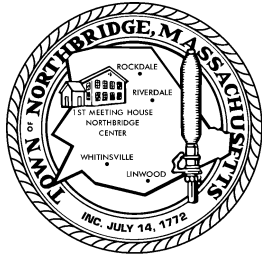
James Shuris, P.E., MBA, Director of Public Works & Town Engineer  
**CHAIRMAN, NORTHBRIDGE SAFETY COMMITTEE**

-JCL

Cc: Northbridge Town Clerk  
/File

Northbridge Town Manager

Lt. Timothy Labrie



**FY2021 BUDGET CALENDAR**  
for  
**SPRING ANNUAL TOWN MEETING**  
**May 5, 2020**

- 
- Dec. 6, 2019: ~~Staff Meeting~~ ~~Monthly Meeting:~~ Budget Development Process
- Jan. 6, 2020: ~~Department Budgets and Capital Plan Updates due to Town Manager~~
- Jan. 10, 2020: ~~Staff Meeting~~ ~~Monthly Meeting:~~ Budget Update
- Jan. 13, 2020: ~~BoS Meeting~~ **Vote to Close the SATM Warrant on March 6, 2020 (7 Fridays)**
- Jan. 22, 2020: ~~BPCC Meeting~~ Review & Approve 5-year Capital Improvement Plan
- Jan. 31, 2020: ~~Town Manager Submits Capital Improvement Plan to the BoS and FinCom (per Code)~~
- Feb. 14, 2020: ~~Staff Meeting~~ ~~Monthly Meeting:~~ Preliminary Budget Discussion
- Feb. 24, 2020: BoS Meeting – **Vote to Place Articles on the Spring Annual Town Meeting Warrant**
- Feb. 26, 2020: FinCom Meeting – Town Manager Preliminary Budget Presentation (Fire Budget)
- Mar. 4, 2020: FinCom Meeting – Department Budget Presentations (Police and DPW)
- Mar. 6, 2020: Staff Meeting – Monthly Meeting
- Mar. 6, 2020: **Spring Annual Town Meeting Warrant Close Date** (at least 7 Fridays prior to SATM)
- Mar. 9, 2020: BoS Meeting – **Town Manager Preliminary Budget Discussion**
- Mar. 11, 2020: FinCom Meeting – **Public Meeting** (advertise) on SATM Warrant/FY21 Budget
- Mar. 18, 2020: FinCom Meeting – BVT and NPS Budget Presentations
- Mar. 23, 2020: BoS Meeting – **Vote to Sign SATM Warrant pending Town Counsel Review/Vote to Place Any Questions on the Annual Election Ballot**
- Mar. 25, 2020: FinCom Meeting – Final Budget/Capital Plan Presentation & Vote Article Positions
- Apr. 1, 2020: FinCom Meeting –Vote Positions on any Remaining Warrant Articles
- Apr. 3, 2020: **Last day to Post Warrant as required by Bylaw** (28 days prior to SATM is April 7)
- Apr. 3, 2020: **Last day to publish Town Manager’s Summary** (28 days prior to SATM is April 7)
- Apr. 6, 2020: FinCom Booklet Recommendations to the Town Manager’s Office
- Apr. 10, 2020: FinCom Booklet to the Printer (mail postcards only – also post on-line when available)
- Apr. 10, 2020: Staff Meeting – Monthly Meeting
- Apr. 13, 2020: BoS Meeting – **Vote Positions on Town Meeting Warrant Articles**
- Apr. 15, 2020: **Last day to notify Town Clerk of Ballot Questions** (at least 35 days prior to Election)
- May 1, 2020: Staff Meeting to Prepare for Spring Annual Town Meeting
- May 5, 2020: **Spring Annual Town Meeting**
- May 19, 2020: **Annual Town Election**



**COMMONWEALTH OF MASSACHUSETTS  
TOWN OF NORTHBRIDGE  
WARRANT FOR SPRING ANNUAL TOWN MEETING  
TRANSACTION OF TOWN BUSINESS  
TUESDAY, MAY 5, 2020 - 7:00 P.M.**

**DRAFT #1 – 2.20.20**

WORCESTER, ss:

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

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify the Inhabitants of the Town of Northbridge, qualified to vote in Town elections and Town affairs, to meet in the Northbridge Middle School Auditorium on Linwood Avenue, in Whitinsville, in said Northbridge, Massachusetts, on Tuesday, May 5, 2020 at 7:00 o'clock P.M., then and there to act on the following articles:

**ARTICLE 1: (Board of Selectmen)**

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

**ARTICLE 2: (Board of Selectmen)**

To see if the Town will vote to amend the votes taken under Article 3 of the 2019 Spring Session of the Annual Town Meeting (May 7, 2019), and under Article 1 of the 2019 Fall Session of the Annual Town Meeting (October 22, 2019), appropriations and **transfers under the Omnibus Budget Article**; or take any other action relative thereto. (Snow & Ice - \$137,259 as of 2.17.20), (say \$52,000 for Trade School Free Cash, plus \$100,000 Trade School from FinCom Reserve)

**ARTICLE 3: (Finance Committee)**

To see if the Town will vote to raise and appropriate and/or transfer from available funds in the Treasury and/or transfer from the Health Insurance Stabilization Fund such sums of money, not to exceed **\$47,060,988**, to defray the necessary and usual expenses of the several departments of the Town for FY 2021, beginning July 1, 2020 and ending June 30, 2021; or take any other action relative thereto.

**ARTICLE 4: (Board of Selectmen)**

To see if the Town will vote to raise and appropriate and/or transfer from the Retained Earnings Account of the Sewer Enterprise Fund a sum of money to operate the **Sewer Enterprise Operation of the Department of Public Works for FY 2021**; or take any other action relative thereto.

**ARTICLE 5: (Board of Selectmen)**

To see if the Town will vote to raise and appropriate and/or transfer from the Retained Earnings Account of the Water Enterprise Fund a sum of money to operate the **Water Enterprise Operation of the Department of Public Works for FY 2021**; or take any other action relative thereto.

**ARTICLE 6: (Board of Selectmen)**

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

**ARTICLE 7: (Board of Selectmen)**

To see if the Town will vote to authorize the Treasurer/Collector to enter into a **compensating balance agreement or agreements** for FY 2021, pursuant to Chapter 44, Section 53F of the M.G.L.; or take any other action relative thereto.

**ARTICLE 8: (Board of Selectmen)**

To see if the Town will vote to set the FY21 **spending limits for the Town's revolving funds** under section 5-113 of the Northbridge Code as follows:

Program or Purpose	FY 2021 Spending Limit
Playgrounds and Recreation	\$20,000
Food Health and Safety	\$22,500
Compost Site	\$10,000

or take any other action relative thereto.

**ARTICLE 9: (Board of Selectmen)**

To see if the Town will vote to amend the votes taken under Article 3 of the 2019 Spring Session of the Annual Town Meeting (May 7, 2019), and under Article 1 of the 2019 Fall Session of the Annual Town Meeting (October 22, 2019), appropriations and transfers under the Omnibus Budget Article, by transferring the sum of \$ \_\_\_\_\_ from Line 46 Retirement Benefits to the **Compensated Absences Fund**; or take any other action relative thereto.

**ARTICLE 10: (Board of Selectmen)**

To see if the Town will vote to appropriate and transfer a sum of money from the Pine Grove Cemetery Trust to fund **operations of the Pine Grove Cemetery for FY 2021** beginning July 1, 2020 and ending on June 30, 2021, said funds to be expended under the direction of the Director of Public Works; or take any other action relative thereto.

**ARTICLE 11: (Community Preservation Committee)**

To see if the Town will vote to appropriate or reserve for future appropriation from the Community Preservation Fund annual revenues the following amounts recommended by the Northbridge Community Preservation Committee for community preservation projects and other expenses for the Fiscal Year 2021, with each item to be considered a separate appropriation

Reserves:

- a) From FY 2021 estimated revenues for Historic Resources Reserve - the sum of \$ \_\_\_\_\_
- b) From FY 2020 estimated revenues for Community Housing Reserve - the sum of \$ \_\_\_\_\_
- c) From FY 2020 estimated revenues for Open Space & Recreation Reserve - the sum of \$ \_\_\_\_\_
- d) From FY 2020 estimated revenues for Budgeted Reserve - the sum of \$ \_\_\_\_\_;

or take any other action relative thereto.

**ARTICLE 12: (Community Preservation Committee)**

To see if the Town will vote to appropriate the sum of \$ \_\_\_\_\_ or any other sum, from the Community Preservation Fund revenues to the Northbridge Community Preservation Committee for expenses associated with the implementation of the Community Preservation Act, including but not limited to clerical assistance, office supplies, property surveys, appraisals, attorney fees, and other professional services, recording fees, printing and all other necessary and proper expenses for the Fiscal Year 2021; or take any other action relative thereto.

**ARTICLE 13: (Board of Assessors)**

To see if the Town will vote to transfer the sum of \$135,700 from the Overlay Surplus to be expended by the Board of Assessors for the revaluation of properties in the Town of Northbridge in accordance with Massachusetts General Laws Chapter 40 section 56, Chapter 58 sections 1 and 1A, and the regulations of the Department of Revenue; or take any other action relative thereto.

**ARTICLE 14: (Board of Health)**

To see if the Town will vote to transfer the sum of \$63,000 from the undesignated fund balance (free cash) for the purpose of \_\_\_\_\_ (**Quaker Street Landfill**); or take any other action relative thereto.

**ARTICLE 15: (Board of Selectmen)**

To see if the Town will vote to appropriate and/or transfer from the **Retained Earnings Account of the Sewer Enterprise Fund**, the amount of \$100,000 for the purpose of replacing the Primary Logie Controller System; and the amount of \$100,000 to replace Three (3) Rockdale Raw Sewage Pumps; or take any other action relative thereto.

**ARTICLE 16: (Board of Selectmen)**

To see if the Town will vote to appropriate and/or transfer the amount of \$29,000 from the Retained Earnings Account of the Water Enterprise Fund, and the sum of \$181,068.62 from unexpended balances of the Water Department Capital Accounts (\$46,605.59 from Capital Account 61000215-589005; \$2,684.00 from Capital Account 61000505-589005; \$45,000 from Capital Account 61000814-530000; \$65,000 from Capital Account 61001809-530000; and \$21,779.03 from Capital Account 61000920-530000) and transfer to the existing **Water Department Capital Account** (61002016-XXXXXX) for the purpose of financing water infrastructure repairs, including the replacement of water mains, within the streets of Linwood Avenue, Court Street, Jon Circle, and Edgemere Avenue; or take any other action relative thereto.

**ARTICLE 17: (Board of Selectmen)**

To see if the Town will vote to transfer from the **undesignated fund balance (free cash)** the following sums of money for the following purposes, said sums to be expended by the head of the department designated: \$25,000 for a Town-Wide Sidewalk Maintenance Program (Public Works); \$66,684 for a Town-wide Pavement Maintenance Program (Public Works); \$85,248 for Design Services associated with the TIP project for the intersection of Sutton Street, Providence Road, School Street, and Upton Street (Public Works); \$83,000 for a 1-Ton Dump Truck with Plow and Sander Box (Public Works), \$22,500 to replace Car 1 (Fire Chief); \$5,310 for a Zero-Turn Lawn Mower (Public Works); \$17,000 for two (2) Lawn Mowing Tractors (Public Works); \$100,000 for Linwood Playground Basketball and Lighting Upgrades (Parks & Recreation); \$25,000 for Town Hall Conference Room and Meeting Room Upgrades (Town Manager); \$15,000 to replace the Town Hall First Floor Carpeting (Public Works); \$40,000 to replace the Town's Voting Machines (Town Clerk); and \$16,025 to purchase Town Meeting Voting Trackers; and to transfer the amount of \$22,500 from Ambulance Receipts to replace Car 1 (Fire Chief); and to transfer the **unexpended capital account balance** of \$30,070.85 from the FY2016 Building Maintenance Capital Account 01021604-530000, the unexpended balance of \$4,458.08 from the FY2017 Building Maintenance Capital Account 01021715-5XXXXX, the unexpended balance of \$6,659.33 from the Town Buildings Energy Improvements Capital Account 01021819-587936, the unexpended balance of \$64,752.75 from the Town-wide Pavement Maintenance Program Capital Account 01021914-585315, the unexpended balance of \$10,480 from the Heavy Dump Truck Capital Account 01021914-585002, and the unexpended balance of \$5,900 from the Police Department Assessment Center Account 01022017-585316, for the following purposes: \$10,111 for Green Community Energy Efficiency Projects Application (Town Planner), \$64,752 for Design Services associated with the TIP project for the intersection of Sutton Street, Providence Road, School Street, and Upton Street (Public Works); \$43,000 for a 1-Ton Dump Truck with Plow (Public Works), and \$4,458 for the Police Station Drainage Evaluation (Public Works); and to transfer **unexpended Pine Grove Operations Account balances** of \$9,145.84 from Account 01021811-5XXXXX (FY2018), and \$45,294.18 from Account 01021910-XXXXXX, for the following purposes: \$10,000 for Tree and Stump Removal within the Pine Grove Cemetery grounds; \$6,690 for a Zero-Turn Lawn Mower; and \$37,750 to replace fencing; said sum to be expended by the Director of Public Works; or take any other action relative thereto.

**ARTICLE 18: (Board of Selectmen)**

To see if the Town will vote to appropriate and transfer a sum of money from the **Town Building Maintenance Fund**, established pursuant to Chapter 438 of the Acts of 2012, for maintenance of Town-owned buildings and facilities in Fiscal Year 2021, the following sums of money: \$4,889 for Green Communities Energy Efficiency Projects Application; and \$10,000 for Municipal Buildings Cellular Alarm Upgrades; or take any other action relative thereto.

**ARTICLE 19: (School Committee)**

To see if the Town will vote to appropriate and transfer a sum of money from the **Town Building Maintenance Fund**, established pursuant to Chapter 438 of the Acts of 2012, for maintenance of Town-owned buildings and facilities in Fiscal Year 2021, the amount of \$40,000 for the purpose of replacing existing stairway treads at the Northbridge High School; or take any other action relative thereto.

**ARTICLE 20: (School Committee)**

To see if the Town will vote to transfer from the **undesignated fund balance (free cash)** the amount of \$27,000 for the purposes of repairing sprinkler pipe systems at the Northbridge High School; or take any other action relative thereto.

**ARTICLE 21: (School Committee)**

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds, a sum of money to be expended under the direction of the Northbridge School Committee for the Northbridge Middle School boiler project, which includes all work related to replacing steam boilers, hot water heaters, and making code required ADA (521CMR) accessibility upgrades to the Northbridge Middle School, located at 171 Linwood Avenue, Whitinsville, MA, which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program and for which the Town may be eligible for a school construction grant from the Massachusetts School Building Authority ("MSBA"). The Town acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the Town incurs in excess of any grant approved by and received from the MSBA for the Project shall not exceed the lesser of (1) fifty-eight point fifty-eight percent (58.58%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; or take any other action relative thereto.

**ARTICLE 22: (School Committee)**

To see if the Town will vote to transfer from the **undesignated fund balance (free cash)** the amount of **\$1,225,573** to be expended under the direction of the Northbridge School Committee for the Northbridge Middle School boiler project, which includes all work related to replacing steam boilers, hot water heaters, and making code required ADA (521CMR) accessibility upgrades to the Northbridge Middle School, located at 171 Linwood Avenue, Whitinsville, MA; or take any other action relative thereto.

**ARTICLE 23: (Board of Selectmen)**

To see if the Town will vote to authorize the Board of Selectmen and the School Committee to **grant to National Grid (electric), a perpetual right and easement** to construct, reconstruct, operate, maintain, replace and remove, lines, cables and appurtenances for the transmission of intelligence and telecommunications upon, over, under and across a portion of the Town-owned land located at 21 Crescent Street, the site of the **Balmer School**; and to authorize the Board of Selectmen and the School Committee to take any and all action necessary for the purpose of accomplishing such easement conveyance; or take any other action relative thereto.

**ARTICLE 24: (Board of Selectmen)**

To see if the Town will vote to authorize the Board of Selectmen and the School Committee to **grant to Eversource (propane), a perpetual right and easement** to construct, reconstruct, operate, maintain, replace and remove, lines, cables and appurtenances for the transmission of intelligence and telecommunications upon, over, under and across a portion of the Town-owned land located at 21 Crescent Street, the site of the **Balmer School**; and to authorize the Board of Selectmen and the School Committee to take any and all action necessary for the purpose of accomplishing such easement conveyance; or take any other action relative thereto.

**ARTICLE 25: (School Committee)**

To see if the Town will vote to authorize the Superintendent of the Northbridge Public Schools, with the approval of the Board of Selectmen, to enter into Memorandum(s) of Understanding ("MOU") with the Department of Children and Families, the Executive Office of Health and Human Services and the Department of Elementary and Secondary Education in order to obtain Federal Title IV-E reimbursements(s) for foster care transportation and to provide that payments for such foster care transportation under such MOU(s) may be made from such reimbursement(s) as a result of the foster care transportation being performed without appropriation of said reimbursement(s), pursuant to Massachusetts General Law Chapter 44, Section 70, or take any other action relative thereto.

**ARTICLE 26: (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 a sum of money for the purpose of financing the design and construction of a new **Fire Station** at 1681 Providence Road, including design services, permitting, and site improvements, said sum to be expended under the direction of the Building, Planning and Construction Committee, and that to meet this appropriation the Treasurer/Collector, with the approval of the Board of Selectmen, be authorized to borrow said sum under M.G.L. Chapter 44, section 7(3) and 3(A), as amended, or any other enabling authority, and to issue bonds or notes of the Town therefor; and to authorize the Building, Planning and Construction Committee to take any action necessary to carry out this construction and renovation project provided, however, that no debt shall be incurred hereunder unless and until the Town first votes to

exempt from the provisions of M.G.L. Chapter 59, Section 21C (Proposition 2½, so-called), the amounts required to pay the principal and interest of said debt; or take any other action relative thereto.

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

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

**SELECTMEN OF NORTHBRIDGE**

\_\_\_\_\_  
James J. Athanas, Chairman

\_\_\_\_\_  
Alicia M. Cannon, Vice Chairman

\_\_\_\_\_  
Charles Ampagoomian, Jr. Thomas J. Melia

\_\_\_\_\_

\_\_\_\_\_  
Daniel J. Nolan

WORCESTER, SS Northbridge

Date:

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

\_\_\_\_\_  
Constable, Town of Northbridge

Department	Project / Item Description	Article #	Request Amount	Not Funded	Free Cash	Water R. Earnings	Sewer R. Earnings	Ambul. Receipts	Building Mainten.	P. Grove Trust	Water Transfer	Account Transfer
<b>General Government Projects and Purchases</b>												
Green	Green Community Projects Match		\$15,000						\$4,889			\$10,111
Buildings	Cellular Alarm Upgrades		\$10,000						\$10,000			
Annex	Entrance Door Replacement		\$8,000	X								
Annex	Parking Lot Reclamation		\$35,000	X								
COA	Parking Lot Reclamation		\$65,000	X								
DPW	Sidewalk Replacement Program		\$25,000		\$25,000							
DPW	TIP Design (Sutton St/Prov. Rd/School St)		\$150,000		\$85,248							\$64,752
DPW	Guardrail Replacement - Linwood Ave		\$27,000	X								
DPW	F-350 Pickup Truck w/plow		\$43,000									\$43,000
DPW	1 Ton Dump Truck w/Plow (F-550)		\$73,000	X								
DPW	1 Ton Dump Truck w/Plow & Sander (F-550)		\$83,000		\$83,000							
DPW	Hook and Load Catch Basin Cleaner		\$85,000	X								
Fire Dept	Replace Car 1		\$45,000		\$22,500			\$22,500				
Library	Gas Conversion		\$35,000	X								
Pine Grove	Cemetery Tree/Stump Removal		\$10,000							\$10,000		
Pine Grove	Zero Turn Lawn Mower		\$12,000		\$5,310					\$6,690		
Pine Grove	Two (2) Lawn Mowing Tractors		\$17,000		\$17,000							
Pine Grove	Cemetery Road Improvements (270 Tons/Yr)		\$20,000	X								
Pine Grove	Fence Upgrades (along Lasell Field)		\$37,750							\$37,750		
Police Dept	Site Drainage Evaluation		\$4,458									\$4,458
Police Dept	Ceiling Tile Replacements		\$35,000	X								
Recreation	Linwood Playground Basketball Courts		\$200,000		\$100,000							
Town Hall	Conference/Meeting Room Upgrades		\$25,000		\$25,000							
Town Hall	1st Floor Carpeting		\$15,000		\$15,000							
Town Hall	Voting Machines (6)		\$40,000		\$40,000							
Town Hall	Electronic Voting Trackers		\$16,025		\$16,025							
<b>Public School Projects and Purchases</b>												
NPS (MS)	Replace 2 1955 Fitzgibbon Boilers		\$2,958,891		\$1,225,573							
NPS (HS)	Replace Existing Stairway Treads		\$40,000						\$40,000			
NPS (HS)	Sprinkler Pipe Repairs		\$27,000		\$27,000							

Department	Project / Item Description	Article #	Request Amount	Not Funded	Free Cash	Water R. Earnings	Sewer R. Earnings	Ambul. Receipts	Building Mainten.	P. Grove Trust	Water Transfer	Account Transfer
<b>Enterprise Fund Projects and Purchases</b>												
Sewer	CMWP Program Improvements		\$150,000	X								
Sewer	Replace Primary Logie Controller System		\$100,000				\$100,000					
Sewer	Replace 3 Rockdale Raw Sewage Pumps		\$100,000				\$100,000					
Water	Ave, Jon Circle, Edgemere Ave, Court St)		\$210,069			\$29,000					\$181,069	
<i>Draft 2/20/20</i>	<b>TOTALS</b>		<b>\$4,702,193</b>		<b>\$1,686,656</b>	<b>\$29,000</b>	<b>\$200,000</b>	<b>\$22,500</b>	<b>\$54,889</b>	<b>\$54,440</b>	<b>\$181,069</b>	<b>\$122,321</b>



## **Town Manager's Report for the Period of February 10, 2020 – February 21, 2020**

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

- Monday, February 10, 2020 – Attended the Selectmen Meeting.
- Monday, February 10, 2020 – Participated in Fire Station Conference Call with Design Team.
- Monday, February 10, 2020 – Met with Wayne Darragh (COG) re: CDBG projects.
- Wednesday, February 12, 2020 – Met with Friends of Lasell to discuss Turf Field project status.
- Friday, February 14, 2020 – Held a Department Managers Meeting at the Police Station.
- Tuesday, February 18, 2020 – Met with State Representative David Muradien.
- Tuesday, February 18, 2020 – Met with NPS Superintendent McKinstry and Business Manager Walker to discuss FY2019 Budget and Capital needs.
- Wednesday, February 19, 2020 – Met with Chairman Athanas to discuss 2.24.20 Agenda.
- Thursday, February 20, 2020 – Met with resident regarding purchasing town-owned parcel.
- Thursday, February 20, 2020 – Attended the Turf Field Bid Opening.

2. **Balmer School Building Project:** Project construction by Fontaine Brothers continues. Steel erection is underway. Trade bids continue to be finalized and CM amendments have been approved. The MSBA visited the project last on Wednesday, January 22, 2020 for a regular site visit and will be coming to Town again on March 18, 2020. The School Building Committee met last week on February 12, 2020.
3. **Fire Station Project (Feasibility Study):** The design team presented to the Board of Selectmen on February 10<sup>th</sup> to provide a second major progress update with the key component being cost estimates and taxpayer impacts. The Fire Chief presented the preliminary design layout to the Safety Committee this past week on February 19<sup>th</sup>. The design team will be presenting to the Fire Department staff on February 25<sup>th</sup> at the Fire Station. The Town Manager and Fire Chief will also present the same to the Finance Committee next week on February 26<sup>th</sup>. A draft feasibility study report, incorporating all information date, was distributed to the BPCC who will be developing comments for their next meeting on February 26<sup>th</sup>. The tentative date for the next public forum is March 2<sup>nd</sup>. The website is up and running and several comments have been received. Website link is [www.northbridgefirestationproject.org](http://www.northbridgefirestationproject.org).
4. **Lasell Field Turf Project:** The project construction was advertised on January 30<sup>th</sup> and bids were submitted today on February 20, 2020. The BPCC will meet with Activitas next week on February 26, 2020 to discuss team the bid results. The Town Manager will provide an update to the BOS at the March 9<sup>th</sup> Meeting to advise of the selected contractor, bid price, and construction schedule.
5. **The FY2021 Budget Process:** Staff has submitted budget and capital requests. The Town Manager has met with the School Department to discuss both budget and capital needs. The Town Manager presented the preliminary budget/capital plan/draft budget to Staff on Friday, February 14<sup>th</sup> and will be in front of the Finance Committee next week on February 26<sup>th</sup>. The Board of Selectmen will review the Draft Warrant at their meeting this Monday, February 24<sup>th</sup>.