

**TOWN OF NORTHBRIDGE  
BOARD OF SELECTMEN'S MEETING  
NORTHBRIDGE TOWN HALL  
7 MAIN STREET - WHITINSVILLE, MA 01588  
March 27, 2023 at 7:00 PM**

*Presentation: Volunteer Service Award presented to Harry Berkowitz in honor of his more than 30 years of service to the Town of Northbridge.*

*Certificate of Special Recognition: Jillian Shenian – First Female State Trooper from Northbridge*

**PLEDGE OF ALLEGIANCE**

**I. APPROVAL OF MINUTES: A. 1) December 5, 2022                      2) December 19, 2022**

**II. PUBLIC HEARING**

**III. APPOINTMENTS: B. By the Board of Selectmen (Vote to reappoint): Ann Riley, Board of Registrars  
**C. By the Town Manager (Vote to Nominate): Danielle Edmands, Alternate Animal Inspector [emergency backup]****

**IV. CITIZENS' COMMENTS/INPUT**

**V. DECISIONS**

**D. K & B Krayons & Beyond, Inc/Request to hold a boot drive at Memorial Square and Ovia Square on 1) Saturday, June 3, 2023 [Rain date: June 10, 2023] and 2) Saturday, August 12, 2023 [Rain Date: August 19, 2023]/Present: Brandi Cespedes**

**E. Spring Annual Town Meeting [May 2, 2023] / 1) Vote to sign warrant upon completion and final review by Town Counsel**

**F. Dog Hearing [Holt] / Vote to set a dog hearing at 7:05 PM on Monday, April 10, 2023**

**G. Sign Purchase & Sale Agreement for Castle Hill Farm Purchase / Present: Glen King, CPC Chair**

**H. Safety Committee Meeting Minutes [ January 18, 2023]/Vote to accept the recommendations**

**I. Open Sky Community Services/Request to hold the Annual Valley Friendship Tour 5K on Saturday, June 3, 2023 to begin at 8:30 AM**

**VI. DISCUSSIONS:**

**J. Cable Franchise Agreement Renewal Update / Present: Harry Berkowitz**

**VII. TOWN MANAGER'S REPORT**

**VIII. SELECTMEN'S CONCERNS**

**IX. ITEMS FOR FUTURE AGENDA**

**X. CORRESPONDENCE**

**XI. EXECUTIVE SESSION**

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

# A.1.

## BOARD OF SELECTMEN'S MEETING

December 5, 2022

A meeting of the Board of Selectmen was called to order by Chairman Collins at 7:00 PM, Northbridge Town Hall, 7 Main Street, Whitinsville, MA. Board Members Present: Ampagoomian, Begin, Collins, Melia and Paulhus. **Also present:** Town Manager Gaudette.

The Pledge of Allegiance was recited by those present.

**APPROVAL OF MINUTES/None**

**PUBLIC HEARING/None**

**APPOINTMENTS/Resignations/None**

**CITIZENS' COMMENTS/INPUT:** Ann Marie Varjabedian of 73 Plummer Ave. stated that her and her neighbors have had an issue with a dog. The owner lets the dog out at all hours of the night and the dog barks to be let back in. Sometimes the dog is left by itself barking for hours. She stated that she has called the Police and the Animal Control Officer to report the barking. Chief Larbie noted that it is an ongoing issue, and the owner has been cited and was also brought to Uxbridge District Court for not paying the fines. Chief Labrie sympathized with her but explained there is only so much he can do, and the only option would be to put it on the Selectmen to hold a hearing, but he felt it wouldn't be right to take a dog away from its owner with there being no physical harm such as a dog mauling a child or biting/attacking someone. Town Manager Gaudette asked the Chief to explain the process behind violations that are not paid. Chief Labrie explained that he didn't pay for the non-criminal violation, which made him subject to a criminal complaint per the Town Bylaw. The Town then takes the individual to Uxbridge District Court where the criminal complaint is issued, and he then pays the fine but that doesn't mean the issue goes away. Selectman Melia asked if it was possible for Ms. Varjabedian to go to court to file a complaint for disturbing the peace. He then justified that it is likely that a judge would not want to hear it but there is a chance that he could if he hears the complaints and witnesses. Chief Labrie explained that his officers have had many discussions with the owner with different approaches to no avail. Selectman Begin asked if the fines are equal each time or if they escalate. Chief Labrie replied that they escalate. Selectman Begin asked if there is a cap on them to which Chief Labrie replied he believes that there is. Selectman Paulhus asked if there was any regulation as far as time of day and duration for barking dogs. Town Manager Gaudette replied that typically towns have a vicious dog violation bylaw in which a bite occurs which results in a hearing with a decision by the Board of Selectmen. But where this is a barking dog, it is a lot different of a situation that does not fall under a reason for a dog hearing. Where there is no bylaw for a barking dog it would make this a civil matter between the two neighbors.

**Town Clerk/Request to hang a banner across Church Street from Sunday, April 23, 2023 through Sunday, May 7, 2023 to advertise the Annual Town Election on May 16, 2023.** A motion/Mr. Melia, seconded/Mr. Melia to approve the request to hang a banner across Church Street from Sunday, April 23, 2023 through Sunday, May 7, 2023 to advertise the Annual Town Election on May 16, 2023. Vote yes/Unanimous.

**Blackstone Valley Chamber of Commerce 1) request for a one-day wine and malt license for their Open House on Wednesday, January 25, 2023 from 4:30 PM – 6:30 PM 2) request for an entertainment license for the Home & Community EXPO on March 25, 2023 at the Northbridge High School/Present: Jeannie Hebert, President & CEO and Liz O'Neil Director of Programs, Events & Membership.** Ms. Hebert explained that they have some upcoming events that they will need an entertainment license for. At the event in January, they will be announcing the logos and name of the Blackstone Valley Educational Hub, which will now be called the Workforce Development. A motion/Mr.

Ampagoomian, seconded/Mr. Melia to approve the request for a one-day wine and malt license for their Open House on Wednesday, January 25, 2023 from 4:30 PM – 6:30 PM. Vote yes/Unanimous. A motion/Mr. Ampagoomian, seconded/Mr. Melia to approve the request for an entertainment license for the Home & Community EXPO on March 25, 2023 at the Northbridge High School. Vote yes/Unanimous.

**Pine Grove Cemetery Deeds/1) David Frieswick and Paula Frieswick [Lot No. 311, Woodlawn Ave. [North];** A motion/Mr. Ampagoomian, seconded/Mr. Begin to approve the sale of Lot No. 311, Woodlawn Ave. [North] to David Frieswick and Paula Frieswick. Vote yes/Unanimous. **2) Scott Wallen [Lot no. 50 Birch Path [North].** A motion/Mr. Ampagoomian, seconded/Mr. Begin to approve the sale of [Lot no. 50 Birch Path [North] to Scott Wallen. Vote yes/Unanimous.

**Town Manager Goals for 2023 – Vote to Approve.** A motion/Mr. Ampagoomian, seconded/Mr. Melia to approve the Town Manager Goals for 2023. Vote yes/Unanimous.

**2023 Miscellaneous License Renewals [Common Victualler, Class I, Class II, Class III, Automatic Amusement Devices, Weekday Entertainment, Sunday Entertainment, etc.]/Vote to approve subject to the payment of all monies due the Town.** Town Manager Gaudette reminded the board that last year they received complaints from the neighbors of Valley Pub. The Town Manager reached out to the neighbor to check in as to whether there were any issues this year. He also checked with the Police Department on complaints to which there were none. Mrs. Lachapelle stated that they still had questions that were unanswered and issues with the noise level for outdoor shows. Chairman Collins suggested pulling the entertainment license for the Valley Pub and tabling it for a discussion at a future meeting. A motion/Mr. Ampagoomian, seconded/Mr. Melia to approve the 2023 Miscellaneous License Renewals [Common Victualler, Class I, Class II, Class III, Automatic Amusement Devices, Weekday Entertainment, Sunday Entertainment, etc., removing the Valley Pub Entertainment License, subject to receiving completed paperwork and the payment of all monies due the Town. Vote yes/Unanimous.

**2023 Annual Liquor License Renewals/Vote to approve subject to the payment of all monies due the Town.** A motion/Mr. Ampagoomian, seconded/Mr. Melia to approve the 2023 Annual Liquor License Renewals subject to the payment of all monies due the Town. Vote yes/Unanimous.

#### DISCUSSIONS/None

**TOWN MANAGER'S REPORT: 1) Key Meetings Attended:** Monday, November 21, 2022 – Met with S. Susienka and David Labonte from MIIA for the annual General Insurance Policy Review. Monday, November 21, 2022 - Participated in the weekly Fire Station Design Team call. Monday, November 21, 2022 – Attended the virtual monthly Strategic Health Insurance Group Board Meeting. Monday, November 21, 2022 – Conference call with newly elected Selectman Thom Begin. Monday, November 21, 2022 – Attended the Board of Selectmen Meeting. Tuesday, November 22, 2022 – Held a Department Managers' Meeting. Monday, November 28, 2022 – Participated in the weekly Fire Station Design Team call. Monday, November 28, 2022 – Attended the Cable Advisory Meeting along with Bill Hewig from KP Law via zoom. Thursday, December 1, 2022 – Attended a virtual presentation from NearMap, a mapping software company that provides software for use by departments such as Conservation, Planning, DPW and Fire. Thursday, December 1, 2022 – Attended the weekly Fire Station Construction Ste Visit. **2) Fire Station Project:** Weekly design team meetings continue to occur every Monday morning and weekly construction meetings every Thursday afternoon with the project team, the GC M. O'Connor, and the site contractor Leahy. The GC continues to work on foundation installation in an effort to have construction ready for the winter. The GC expects to begin erecting steel in early December and paving the binder coat next week. The Design Team continues to work through bidding questions/change order clarifications. The BPPC meets next on 12/13/2022. **3) Northbridge Elementary School Reuse Study:** The architect team from Abacus has visited the site and met with several stakeholders. They are currently developing a public

meeting presentation for January. The surveyor has completed the fieldwork and we are awaiting the existing conditions plan. The DEP Phase I study has been completed by the consultant Langan Environmental who will be meeting with the BPCC at the 12/13/2022 meeting to discuss. **4) Linwood Basketball Courts Project**: The field survey has been completed by Activitas, the site engineer. The Town Manager, the DPW Director and Activitas have met with Parks and Recreation to discuss design programming. The DPW will be assisting with suitable soil testing for the light bases under the direction of Activitas. Activitas is also working on bid documents in anticipation of bidding the project in early 2023. **5) FY2024 Budget and Capital Development**: Planning for next year's budget is underway. The Town Manager is working on preliminary revenues and available capital funds in preparation for Budget Assignments later this fall. Staff assignments have been distributed with budget/capital submissions due Friday, January 13, 2023.

**SELECTMEN'S CONCERNS: Selectman Ampagoomian 1)** asked about the signaling at Plummers Corner. Mr. Luchini replied that he would reach out to the State again to inquire about an update. Selectman Melia recalled the State informing us that the road is not large enough to make a left turn lane. **2)** Oak Street there is an abandoned chair. Mr. Luchini stated that they could get that cleaned up. **Selectman Melia 1)** mentioned the condition of Purgatory Road. Mr. Luchini explained that he will be sending out the crew to repair potholes. **Selectman Paulhus 1)** thanked all the Departments involved in the Tree Lighting Ceremony and noted that it was a great turnout. **2)** attended a School Committee Meeting for the appointment of a member. Rebecca Jackson was the chosen candidate. **Selectmen Collins 1)** asked if there was any new development on the RT 122 project. Mr. Luchini explained that they currently have a preliminary design that is about 75% complete. **2)** asked if Purgatory Road would be on the list of roads to replace. Mr. Luchini replied that it is currently in the top 10, and he was hoping to get into more side roads this year but with the preemptive failing of the road it may jump up.

**ITEMS FOR FUTURE AGENDA/None**

**CORRESPONDENCE/None**

**EXECUTIVE SESSION/None**

**A motion/Mr. Ampagoomian, seconded/Mr. Paulhus To adjourn the public meeting. Vote yes/Unanimous.**

**Meeting Adjourned: 7:33 PM**

**Respectfully submitted,**

**Brian Paulhus, Clerk**

**/mjc**

**LIST OF DOCUMENTATION**

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

**December 5, 2022**

- I. APPROVAL OF MINUTES/None**
- II. PUBLIC HEARING/None**
- III. APPOINTMENTS/Resignations/None**
- IV. CITIZENS' COMMENTS/INPUT/No documentation**
- V. DECISIONS:**
  - A. Town Clerk/Request to hang a banner across Church Street from Sunday, April 23, 2023 through Sunday, May 7, 2023 to advertise the Annual Town Election on May 16, 2023**
    - Copy of memo requesting to hang a banner
  - B. Blackstone Valley Chamber of Commerce**
    - 1) request for a one-day wine and malt license for their Open House on Wednesday, January 25, 2023 from 4:30 PM – 6:30 PM**
      - Copy of application for a special license
      - Copy of Revenue Enforcement and Protection Attestation
      - Copy of Workers' Compensation Affidavit
      - Copy of Hold Harmless Agreement
      - Copy of Certificate of Liability Insurance
      - Copy of License Routing Slip
    - 2) request for an entertainment license for the Home & Community EXPO on March 25, 2023 at the Northbridge High School/Present: Jeannie Hebert, President & CEO and Liz O'Neil Director of Programs, Events & Membership**
      - Copy of one-day entertainment license application
      - Copy of Revenue Enforcement and Protection Attestation
      - Copy of Workers' Compensation Affidavit
      - Copy of Hold Harmless Agreement
      - Copy of Certificate of Liability Insurance
      - Copy of License Routing Slip
  - C. Pine Grove Cemetery Deeds/1) David Frieswick and Paula Frieswick [Lot No. 311, Woodlawn Ave. [North];**
    - Copy of Pine Grove Cemetery Deed for David and Paula Frieswick
  - 2) Scott Wallen [Lot no. 50 Birch Path [North]**
    - Copy of Pine Grove Cemetery Deed for Scott Wallen
  - D. Town Manager Goals for 2023 – Vote to Approve**
    - Copy of Selectmen's goals for the Town Manager for 2023
  - E. 2023 Miscellaneous License Renewals [Common Victualler, Class I, Class II, Class III, Automatic Amusement Devices, Weekday Entertainment, Sunday Entertainment, etc.]/Vote to approve subject to the payment of all monies due the Town**
    - Copy of 2023 license renewals listing
    - Copy of email confirming meeting attendance for an entertainment license noise issue

**F. 2023 Annual Liquor License Renewals/Vote to approve subject to the payment of all monies due the Town**  
**-Copy of 2023 liquor license renewals listing**

**VI. DISCUSSIONS/None**

**VII. TOWN MANAGER'S REPORT**  
**-Copy of Town Manager's Report from November 21, 2022 to December 2, 2022**

**VIII. SELECTMEN'S CONCERNS/No documentation**

**IX. ITEMS FOR FUTURE AGENDA/None**

**X. CORRESPONDENCE/None**

**XI. EXECUTIVE SESSION/None**

DRAFT

# A.2.

## BOARD OF SELECTMEN'S MEETING

December 19, 2022

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

The Pledge of Allegiance was recited by those present.

**PRESENTATIONS:** *1) Plaque presented to Senator Michael O. Moore who, due to re-districting, will no longer be representing the Town of Northbridge as State Senator in the Second Worcester District.* Chairman Collins read aloud the plaque and presented it to Senator Michael Moore. Senator Moore stated that it has been great working with everybody, and they have accomplished a lot and he will miss everything that they accomplished together. Town Manager Gaudette stated that there has been a lot of progress under his leadership and the Town appreciates everything he has done for us.

### APPROVAL OF MINUTES/None

The Board moved out of order as it was not yet time for the public hearings.

**APPOINTMENTS: By the Board of Selectmen/Vote to Appoint: Central Mass. Regional Planning Commission: 1) Delegate and 2) Alternate.** A motion/Mr. Ampagoomian, seconded/Mr. Melia to appoint Selectman Begin as the Delegate for the Central Mass. Regional Planning Commission. Vote yes/Ampagoomian, Begin, Collins and Melia. A motion/Mr. Ampagoomian, seconded/Mr. Begin to appoint Selectman Melia as the Alternate to the Central Mass. Regional Planning Commission. Vote yes/Ampagoomian, Begin, Collins and Melia.

Chairman Collins announced that it was now 7:05 PM and read aloud the public hearing notice.

**PUBLIC HEARING: 7:05 PM – FY'20 Community Development Block Grant (CDBG): Grant Progress & Proposed Re-Allocation of Funds/Present: R. Gary Bechtholdt II, Town Planner & Wayne Darragh, Community Opportunities Group.** A motion/Mr. Melia, seconded/Mr. Ampagoomian. Vote yes/Ampagoomian, Begin, Collins and Melia. Mr. Bechtholdt noted that the Board has copies of the general overview of the CDBG as well as photos and descriptions on the current status of Church Ave. Mr. Darragh explained that there are funds left over from the budget from the town's 2020 grant to complete the Slum and Blight Inventories in two sections of town. Instead of sending the money back they would like to see if it can be used for something else. One of the main reasons for the inventories was to complete an analysis, which would allow the town to seek future CDBG funds to address some of the issues that are identified in the analysis. Under the regulations, anytime you are spending more than \$175,000 on a public facility project they expect you to have bid ready plans and specifications. Mr. Darragh stated that they are hoping to get permission from CDBG to reprogram the remaining funds to develop those plans and specs so that in the next grant round we can submit for CDBG funding for the construction. If the Board approves this tonight they will prepare a new application packet to submit to DHCD. The only other option would be to reprogram it for additional Housing Rehab funds but right now they have not been able to spend the housing rehab funds in a timely manner. Selectman Ampagoomian asked about the timing once the application is submitted. Mr. Darragh replied that once DHCD reviews the amendment and pending the approval the hope is to go out to bid for design services and have plans and bid documents completed by the end of calendar year 2023, then submitting an application in March of 2024. Mr. Darragh then proceeded to review the current status of the 2020 grant. The Housing Rehab funds posed a real challenge as they had a waiting list of 12 applicants and none of them qualified or followed through with the program. They are

trying to market the program to increase interest, which lead to a mass mailing, and the interest has been much better. They now have a waiting list of 25 applicants. To date they have completed 2 projects and a number of other projects that are going through the income qualification process, 12 units that are in the pipeline and the vast majority of these properties are multi-family homes. The Slum and Blight Inventories were completed by Pioneer Valley Planning Commission, which was brought in under budget. We are still waiting to hear from DHCD on approval of the inventories, and it does take a year or two to get the approval. Once approved, it is good for 10 years. A motion/Mr. Melia, seconded/Mr. Ampagoomian to close the public hearing. Vote yes/Ampagoomian, Begin, Collins and Melia. A motion/Mr. Ampagoomian, seconded/Mr. Begin to resubmit the application to the CDBG for the remaining 2020 grant funds to be reprogrammed for the use of developing bid plans and specifications for Church Ave. Vote yes/Ampagoomian, Begin, Collins and Melia.

**7:10 PM - Massachusetts Electric Company dba National Grid and Verizon New England, Inc. Present: Michael Parent, National Grid/[Petition for Joint Pole Location and Relocation: Providence Lane – National Grid to install 1 jointly owned pole and relocate 1 jointly owned pole on Providence Lane. Relocate Pole #36-2 across the street per request of customer. Install new Pole #36-3 and anchor [Plan No: 30666059, Dated: October 31, 2022].** Chairman Collins read aloud the public hearing notice. A motion/Mr. Melia, seconded/Mr. Ampagoomian to open the public hearing. Vote yes/Ampagoomian, Begin, Collins and Melia. Mr. Parent from National Grid explained the reason for moving the pole is due to how close pole is to 34 Providence Lane and the wiring to get from the current pole to 53 Providence Lane is a long stretch. This will alleviate a lot of issues. Selectman Ampagoomian asked if the poles that were being removed would be done so immediately. Mr. Parent replied that the agreement that was made with Verizon was that National Grid would set the Poles and Verizon is to remove them. When a new pole is put in the National Grid wires are installed first as they are on the top of the pole and the bottom lines are Verizon. When they are removing poles, National Grid will cut down to their wires and the rest is up to Verizon and Charter to remove. Chairman Collins noted that DPW Director Jamie Luchini had no issues with this request. There was no one present for public comment. A motion/Mr. Ampagoomian, seconded/Mr. Melia to close the public hearing. Vote yes/Ampagoomian, Begin, Collins and Melia. A motion/Mr. Ampagoomian, seconded/Mr. Melia to approve the petition for Joint Pole Location and Relocation: Providence Lane – National Grid to install 1 jointly owned pole and relocate 1 jointly owned pole on Providence Lane. Relocate Pole #36-2 across the street per request of customer. Install new Pole #36-3 and anchor [Plan No: 30666059, Dated: October 31, 2022]. Vote yes/Ampagoomian, Begin, Collins and Melia.

**APPOINTMENTS: By the Town Manager/Vote to Affirm: Kayleigh Labrecque, Part-time Library Asst. Present: Rebecca Sasseville, Library Director.** Ms. Sasseville introduced Ms. Labrecque. A motion/Mr. Ampagoomian, seconded/Mr. Melia to affirm the Town Manager's appointment of Kayleigh Labrecque as the Part-Time Library Assistant. Vote yes/Ampagoomian, Begin, Collins and Melia.

#### **CITIZENS' COMMENTS/INPUT/None**

**SD Briere LLC dba Valley Pub / 2023 Indoor and Outdoor Entertainment License Renewal/Present: Stephanie Briere, Mgr.** Chairman Collins reminded the Board that there were some noise complaints, so the entertainment licenses were held back in order to hear from Mrs. Briere on the plans for remediation. Mr. Briere explained that they did not receive emails with complaints on noise. Town Manager Gaudette read aloud the email address to which they confirmed was correct. Mrs. Briere stated that they did hire a construction company come out to build a stage with walls and had it completely sound proofed and facing the hill for a buffer. Saturday nights the music stops at 10 PM, for larger events they sent emails and letters to the neighbors, hired Police Details. Chairman Collins asked Lieutenant Ouillette to comment on any instances or reports that they have received this calendar year. Lieutenant Ouillette informed the Board that there were 8 incidences total, some medical, some minor accidents, an argument, a traffic complaint and a



couple of patrons that caused issues and the owners called. Mr. and Mrs. Lachapelle came forward to express their concerns. Mrs. Lachapelle expressed her frustration with the emails that were sent, never having received an email or notification that the address was undeliverable. Mrs. Lachapelle further expressed that the Chief sent a warning email to the same address, which was also not received. Mrs. Lachapelle argued that the stage faces their back yard and with the stage covered it is now louder. Mrs. Lachapelle asked if they had sound engineers or if the bands bring their own. Mrs. Briere replied that the bands bring their own. Mrs. Lachapelle asked if there was a level that they could agree on for the bands to not exceed. Selectman Ampagoomian suggested that once the bands start playing have someone drive down to the neighborhood and listen. Mr. Briere stated that he has done that before. Mr. Briere noted that it would be nice to have a decibel level that they cannot exceed. Selectman Collins acknowledged the fact that the calls to the Police Department have decreased and requested that they work on keeping the volume low enough to not disrupt the neighbors. Selectman Begin added that he felt that there can be a happy medium that will not be a burden on the business financially and it is a matter of finding that appropriate level. An audience member who was unidentifiable stated that Covid-19 made it difficult for operations to continue as they once did, which resulted in using the outdoor space. She continued noting that a decibel level that is high for one person may not be the same for everyone else and felt that it was appropriate to be patient to finding that level where everyone is happy. Chairman Collins proposed that he send an email to the appropriate Valley Pub email address, and asked that they reply to it, from there he requested the Lachapelle's send an email as well to the Valley Pub email address to which they are to respond to. If there is no response received, he asked that the Lachapelle's call the Valley Pub establishment. Town Manager Gaudette commended Mrs. Briere on the updates and changes that have been made so far, and as Chairman Collins mentioned there were a lot more complaints documented with the Police Department last year, and he feels they are heading in the right direction. He reiterated the importance of controlling the volume level as to not let it get to a point where it is disrupting the neighbors, and potentially in the future coming before the Board for a license suspension or worse revocation. A motion/Mr. Ampagoomian, seconded/Mr. Begin to renew the 2023 Indoor and Outdoor Entertainment License with the understanding that the volume is to be at a controlled level and both parties are corresponding appropriately when necessary. Vote yes/Ampagoomian, Begin, Collins and Melia.

**Pine Grove Cemetery Deeds/ 1) Amy Depasquale [Lot No. 63 A (South), Fir Ave – One burial grave]** A motion/Mr. Ampagoomian, seconded/Mr. Begin to approve the sale of Lot No. 63 A (South), Fir Ave – One burial grave] to Amy Depasquale. Vote yes/Ampagoomian, Begin, Collins and Melia. **2) Qiansheng Yu [Lot No. 53 A & B, two graves, Locust Ave (North)].** A motion/Mr. Melia, seconded/Mr. Ampagoomian to approve the sale of lot No. 53 A & B, two graves, Locust Ave (North) to Qiansheng Yu. Vote yes/Ampagoomian, Begin, Collins and Melia.

**TOWN MANAGER'S REPORT: 1) Key Meetings Attended:** Monday, December 5, 2022 – Participated in the weekly Fire Station Design Team call. Monday, December 5, 2022 – Attended the Board of Selectmen Meeting. Wednesday, December 7, 2022 – Conference Call with the architect for the NES Feasibility Study to discuss planning for a community forum in January. Wednesday, December 7, 2022 – Met with Heather Elster and staff from Mass Development to talk about Whitin Community Center/Town ARPA projects. Thursday, December 8, 2022 – Attended the virtual EACC Meeting to support the TIF application for Eyepoint Pharmaceuticals. Thursday, December 8, 2022 – Attended the weekly Fire Station Construction Ste Visit. Monday, December 12, 2022 – Participated in the weekly Fire Station Design Team call. Tuesday, December 13, 2022 – Attended the BPCC Meeting. Thursday, December 15, 2022 – Attended the weekly Fire Station Construction Ste Visit. Friday, December 16, 2022 – Held a Department Managers' Monthly Meeting. **2) Fire Station Project:** Weekly design team meetings continue to occur every Monday morning and weekly construction meetings every Thursday afternoon with the project team, the GC M. O'Connor, and the site contractor Leahy. The GC completed paving the binder coat last week. They are preparing to frame (wood) the outbuilding and expect to begin erecting steel on the main building at the end of the month. The Design Team continues to work through bidding questions/change order

clarifications. The BPCC met this past week on 12/13/2022. **3) Northbridge Elementary School Reuse Study**: The architect team from Abacus is currently developing a public meeting presentation for January. The surveyor has completed the field work and we are awaiting the existing conditions plan. The DEP Phase I study has been completed by the consultant Langan Environmental who attended the BPCC Meeting this past week on 12/13/2022 meeting to discuss the need for a Phase II. **4) Linwood Basketball Courts Project**: The field survey has been completed by Activitas, the site engineer. The Town Manager, the DPW Director and Activitas have met with the Parks and Recreation to discuss design programming. The DPW will be assisting with suitable soil testing for the light bases under the direction of Activitas. Activitas is also working on bid documents in anticipation of bidding the project in early 2023. **5) FY2024 Budget and Capital Development**: Planning for next year's budget is underway. The Town Manager is working on preliminary revenues and available capital funds in preparation for Budget Development during the upcoming winter. Staff assignments have been distributed with budget/capital submissions and are due Friday, January 13, 2023. **6) Cable Advisory Committee**: The Town Manager has been working with the Committee to develop needs for the next Franchise Agreement with Charter Communications. The Town Manager is also working with Attorney Bill Hewig from KP Law to plan for a public hearing to be held in January 2023.

**SELECTMEN'S CONCERNS: Selectman Melia 1)** provided an update for those Upton Street residents, to which he received some inquiries on. The information in question will be release shortly and the purpose for the activity there has a positive outcome for safety objectives.

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

A motion/Mr. Begin seconded/Mr. Melia to adjourn the public meeting. Vote yes/Ampagoomian, Begin, Collins and Melia.

**Meeting Adjourned: 7:50 PM**

**Respectfully submitted,**

**Brian Paulhus, Clerk**

/mjc

**LIST OF DOCUMENTATION**

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

**December 19, 2022**

**PLEDGE OF ALLEGIANCE**

*PRESENTATIONS: 1) Plaque presented to Senator Michael O. Moore who, due to re-districting, will no longer be representing the Town of Northbridge as State Senator in the Second Worcester District.*

**I. APPROVAL OF MINUTES**

**II. PUBLIC HEARING: A. 7:05 PM – FY'20 Community Development Block Grant (CDBG): Grant Progress & Proposed Re-Allocation of Funds/Present: R. Gary Bechtholdt II, Town Planner & Wayne Darragh, Community Opportunities Group**

- Copy of notice of public hearing
- Copy of memo regarding the Community Development Block Grant
- Copy of map of target area
- Copy of Rockdale Infrastructure Rating Map

**B. 7:10 PM - Massachusetts Electric Company dba National Grid and Verizon New England, Inc. Present: Michael Parent, National Grid/[Petition for Joint Pole Location and Relocation: Providence Lane – National Grid to install 1 jointly owned pole and relocate 1 jointly owned pole on Providence Lane. Relocate Pole #36-2 across the street per request of customer. Install new Pole #36-3 and anchor [Plan No: 30666059, Dated: October 31, 2022]**

- Copy of public hearing notice
- Copy of abutters notice
- Copy of abutters listing
- Copy National Grid request for petition for joint or identical pole locations
- Copy National Grid Order for Joint Pole Locations
- Copy of map
- Copy of email from DPW Director indicating there are no issues

**III. APPOINTMENTS: C. By the Town Manager/Vote to Affirm: Kayleigh Labrecque, Part-time Library Asst. Present: Rebecca Sasseville, Library Director**

- Copy of offer letter
- Copy of cover letter
- Copy of resume

**D. By the Board of Selectmen/Vote to Appoint: Central Mass. Regional Planning Commission: 1) Delegate and 2) Alternate**

- Copy of letter requesting Delegate and Alternate

**IV. CITIZENS' COMMENTS/INPUT**

**V. DECISIONS:**

**E. SD Briere LLC dba Valley Pub / 2023 Indoor and Outdoor Entertainment License Renewal/Present: Stephanie Briere, Mgr./No documentation**

**F. Pine Grove Cemetery Deeds/ 1) Amy Depasquale [Lot No. 63 A (South), Fir Ave – One burial grave] 2) Qiansheng Yu [Lot No. 53 A & B, two graves, Locust Ave (North)]**  
**-Copy of deed for Lot No. 63 A (South), Fir Ave – One burial grave**  
**-Copy of deed for Lot No. 53 A & B, two graves, Locust Ave (North)**

- VI. DISCUSSIONS/None**
- VII. TOWN MANAGER'S REPORT: Town Manager's Report from 12/5/22 – 12/16/22**
- VIII. SELECTMEN'S CONCERNS/No documentation**
- IX. ITEMS FOR FUTURE AGENDA/None**
- X. CORRESPONDENCE/None**
- XI. EXECUTIVE SESSION/None**

DRAFT

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114  
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



Maura T. Healey  
GOVERNOR

Kimberley Driscoll  
LIEUTENANT  
GOVERNOR

Rebecca L. Tepper  
SECRETARY

John Lebeaux  
COMMISSIONER

March 3, 2023

**RE: NOMINATION OF INSPECTOR OF ANIMALS**



Nominating Authority:

Enclosed is the nomination form for the Inspector of Animals for your city or town. **This form is due back to the Division of Animal Health by April 1, 2023.** The appointment will run from May 1, 2023 until April 30, 2024. If more than one inspector was appointed for your city or town, there is a separate form for each. If you are nominating the same inspector(s) this year, **be sure that all of the contact information is complete and still correct.** Any corrections should be made in the space provided on the right. If you will be nominating a new inspector, that person's information should be entered in the space provided on the right. Submit a separate form for each inspector nominated. Also, be sure that all of your (nominating authority) information is complete and correct. Any changes to your information should be made in the space provided to the right.

Once all of the contact information is confirmed to be correct, all that is needed is to **have the nominee sign the form**, accepting the nomination and swearing to faithfully perform the duties of that office. **The nominee's signature must be notarized.** In many cases the city or town clerk is a notary.

Your municipality can have as many animal inspectors appointed as you feel are needed to fulfill the duties. Please note, a duty of the municipal animal inspector is the annual "barn inspection". An inspector is not able to perform an inspection on their own property. If your inspector keeps animals in your town, then the municipality will require an additional inspector to perform that inspection.

After the nominee's signature has been notarized, simply **return the form to the Division of Animal Health at the address listed at the top of the form.** The Division of Animal Health will send back confirmation of the inspector's appointment. **Please note that regardless of when the most recent appointment was made, it is only valid through April 30, 2023.** This nomination will cover the year starting May 1, 2023 and run until April 30, 2024.

If you have any questions, please call Ashley Kraft at (617) 626-1810 or email [Ashley.Kraft@mass.gov](mailto:Ashley.Kraft@mass.gov).

Thank you,

Michael Cahill, Director  
Division of Animal Health

## Melissa Ciaramitaro

---

**From:** Jeanne Gniadek  
**Sent:** Saturday, March 11, 2023 9:02 AM  
**To:** Melissa Ciaramitaro  
**Cc:** Linda Zywiec; Laura Medeiros  
**Subject:** Re: Inspector of Animals

Melissa - Moe just informed me that he is not interested in continuing on as Inspector of Animals.....

*Jeanne M. Gniadek, Administrator  
Town of Northbridge  
Board of Health  
Phone (508) 234-3272*

---

**From:** Melissa Ciaramitaro <mciamitaro@northbridgemass.org>  
**Sent:** Friday, March 10, 2023 10:45 AM  
**To:** Jeanne Gniadek <jgniadek@northbridgemass.org>  
**Cc:** Linda Zywiec <lzywiec@northbridgemass.org>; Laura Medeiros <lmedeiros@northbridgemass.org>  
**Subject:** Inspector of Animals

*Good morning Jeanne,*

*FYI. I have added this to the March 27<sup>th</sup> agenda. Have them review the information to make sure it is correct. Once the Board affirms the nominations they can come in and sign. Including Linda and Laura as they will likely be the ones to notarize.*

*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*



**The Commonwealth of Massachusetts**

Department of Agricultural Resources

Division of Animal Health

251 Causeway Street, Suite 500

Boston, MA 02114-2151

**Nomination of Inspector of Animals**

In accordance with the Massachusetts General Laws Chapter 129, sections 15 and 16, nominating authorities of each city and town are required to nominate one or more inspectors of animals by April 1, 2023. Please complete or make necessary changes and return this form to the above address. The Director will review your nomination and, assuming appointment is confirmed, will return to you a Certificate of Appointment. Please submit one form for each person nominated. Any city or town not in compliance is subject to a penalty of \$500.

City or Town of Northbridge

3/3/2023

**To the Director, Division of Animal Health, Department of Agricultural Resources**

In accordance with the provisions of section 15 of Chapter 129, General Laws, as amended, the following nomination of inspector of animals for the year ending April 30, 2024 is sent for your approval:

**Inspector of Animals**

Name: Danielle Edmands

Mail Address: 7 Main St - Northbridge Board of Health

Whitinsville, MA - 01588

Phone: (508) 234-3272 Fax:(508) 234-0821

Email: dedmands@northbridgemass.org

**Nominating Authority**

Contact: Adam D. Gaudette

Office: Town Manager's Office

Mail: Northbridge Board of Health 7 Main St

Whitinsville, MA - 01588

P: (508) 234-2095 F: (508) 234-7640

Email: agaudette@northbridgemass.org

**Inspector: (Note all changes here)**

Name: \_\_\_\_\_

Mail: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Nominating Authority: (Note all changes here)**

Contact: \_\_\_\_\_

Office: \_\_\_\_\_

Mail: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Acceptance of Nomination of Inspector of Animals (must be notarized)**

**Emergency Backup**

I hereby accept my nomination as Inspector of Animals for the City or Town of Northbridge, and if and when I am appointed, I solemnly swear to faithfully perform the duties of that office, all of which are listed in General Laws Chapter 129, and Massachusetts Regulations 330 CMR 10.00-10.10 (rabies regulations).

Name (print) \_\_\_\_\_ Signed \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Worcester,ss

Date: \_\_\_\_\_

Then personally appeared the above-named \_\_\_\_\_ and acknowledged the foregoing instrument to be his or her free act and deed, before me.

\_\_\_\_\_  
Notary Public

My commission Expires: \_\_\_\_\_

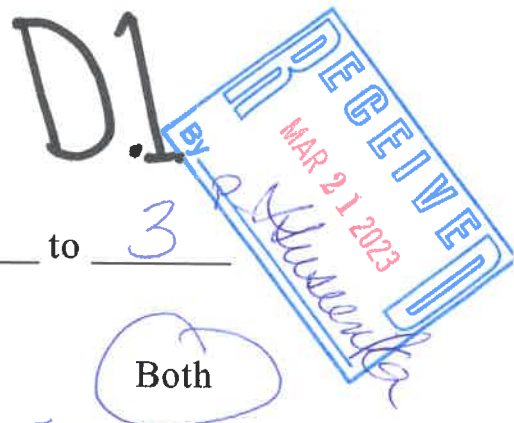
**Appointment of Inspector of Animals (Division of Animal Health use only)**

Notice is hereby given that I, Michael Cahill acting under authority of sections 15 and 16 of Chapter 129 of the General Laws, as amended, hereby approve the nomination of \_\_\_\_\_ as Inspector of Animals for the City or Town of Northbridge, Massachusetts.

Date Approved: \_\_\_\_\_

\_\_\_\_\_  
Director, Division of Animal Health

# Boot Drive Request Form



Boot Drive Date: 6/3/23 Time: 9<sup>AM</sup> to 3

Rain date: 6/10/23

Location (Select one):  Memorial Square  Ovia Square  Both

Organization: K+B's Krayons + Beyond Inc.

Description of the cause: We would like to raise awareness and to raise funds for future missions. We support families locally by working w/ Project Just Because and others in MA. We also have a global network to help children + families in need. We would use funds the summer/winter needs.

Contact information: Brandi Caspedes 774-232-6141  
(Name) (Phone)

Next available agenda: March 27, 2023

Date approved: \_\_\_\_\_

Date and time available: Yes

cc: Chief of Police

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

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

## BOOT DRIVES WILL NOT BE ALLOWED BETWEEN the first Saturday in November and the first Saturday in April

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

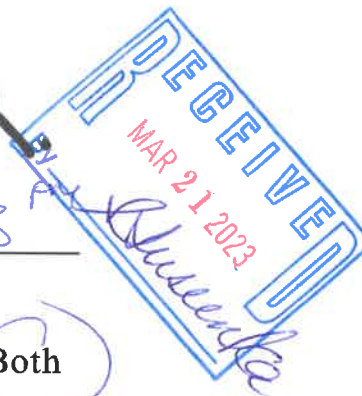
**Note:**

- a.) The Selectmen voted unanimously on December 4, 2006, to approve the above policy as recommended by Chief Warchol and amended by Selectman Davis.
- b.) The Selectmen further voted to amend this policy at their April 28, 2008 meeting.
- c.) Further amended by the Board, November 6, 2017, allowing boot drives from the first Saturday in April to the first Saturday in November.



# Boot Drive Request Form

DA



Boot Drive Date: 8/12/23

Time: 9<sup>A</sup> to 3<sup>P</sup>

Rain date: 8/19/23

Location (Select one): Memorial Square

Ovian Square

Both

Organization: K+B's Krayons + Beyond, Inc

Description of the cause: We would like to raise awareness. To be able to raise funds for future missions for summer/winter needs. We help families locally and internationally. We would like to make our presence known as people really don't know about us.

Contact information: Brandi Cespedes 774-232-6141

(Name)

(Phone)

Next available agenda: March 27, 2023

Date approved: \_\_\_\_\_

Date and time available: Yes

cc: Chief of Police

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

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

**BOOT DRIVES WILL NOT BE ALLOWED BETWEEN  
the first Saturday in November and the first Saturday in April**

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

**Note:**

- a.) The Selectmen voted unanimously on December 4, 2006, to approve the above policy as recommended by Chief Warchol and amended by Selectman Davis.
- b.) The Selectmen further voted to amend this policy at their April 28, 2008 meeting.
- c.) Further amended by the Board, November 6, 2017, allowing boot drives from the first Saturday in April to the first Saturday in November.

**COMMONWEALTH OF MASSACHUSETTS  
TOWN OF NORTHBRIDGE  
WARRANT FOR SPRING ANNUAL TOWN MEETING  
TRANSACTION OF TOWN BUSINESS  
TUESDAY, MAY 2, 2023 - 7:00 P.M.**

**DRAFT #9 – 3.15.23**

WORCESTER, ss:

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

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify the Inhabitants of the Town of Northbridge, qualified to vote in Town elections and Town affairs, to meet in the Northbridge Middle School on Linwood Avenue, in Whitinsville, in said Northbridge, Massachusetts, on Tuesday, May 2, 2023 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 2 of the 2022 Spring Session of the Annual Town Meeting (May 3, 2022), and under Article 1 of the 2022 Fall Session of the Annual Town Meeting (October 25, 2022), appropriations and transfers under the Omnibus Budget Article; or take any other action relative thereto.

**ARTICLE 3: (Finance Committee)**

To see if the Town will vote to raise and appropriate and/or transfer from available funds in the Treasury and/or transfer from the Health Insurance Stabilization Fund such sums of money, not to exceed **\$52,889,577.05** to defray the necessary and usual expenses of the several departments of the Town for FY 2024, beginning July 1, 2023 and ending June 30, 2024; 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 2024; 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 2024; 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 2024, 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 FY 2024 spending limits for the Town’s revolving funds under section 5-113 of the Northbridge Code as follows:

<b>Program or Purpose</b>	<b>FY 2024 Spending Limit</b>
Playgrounds and Recreation	\$20,000
Food Health and Safety	\$25,000
Compost Site	\$10,000

or take any other action relative thereto.

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

To see if the Town will vote to appropriate and transfer a sum of money from the Pine Grove Cemetery Trust to fund operations of the Pine Grove Cemetery for FY 2024 beginning July 1, 2023 and ending on June 30, 2024, said funds to be expended under the direction of the Director of Public Works; or take any other action relative thereto.

**ARTICLE 10: (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 amounts of money recommended by the Northbridge Community Preservation Committee for community preservation projects and other expenses for the Fiscal Year 2024, with each item to be considered a separate appropriation; or take any other action relative thereto.

Reserves:

1. a) From FY2024 estimated revenues for Historic Resources Reserve -the sum of \$
2. b) From FY2024 estimated revenues for Community Housing Reserve -the sum of \$
3. c) From FY 2024 estimated revenues for Open Space & Recreation Reserve -the sum of \$
4. d) From FY 2024 estimated revenues for Budgeted Reserve -the sum of \$

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

To see if the Town will vote to appropriate a sum of money from the Community Preservation Fund reserves 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 2024; or take any other action relative thereto.

**ARTICLE 12: (Board of Selectmen)**

To see if the Town will vote to transfer the sum of \$1,813.28 from the unexpended balance of the Pine Grove Cemetery Zero-Turn Lawnmower Account 01022109-XXXXXX for the following cemetery maintenance project: Tree and Stump Removal, said sum to be expended under the direction of the Director of Public Works; or take any other action relative thereto.

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

To see if the Town will vote to appropriate and transfer the sum of \$517,000 from the Retained Earnings Account of the Sewer Enterprise Fund to be expended under the direction of the Director of Public Works for the following purposes: the sum of \$150,000 for the purpose of funding work recommended as a result of the Town’s Comprehensive Wastewater Management Plan (CWMP) and infiltration & inflow reports for the multi-year program to make physical improvements to the Town’s sewer collection system, including the sealing/replacement of leaking manhole structures and relining/replacement of deficient/cracked/broken sewer lines; the sum of \$17,000 for the purpose of replacing the inspection camera system, the sum of \$150,000 to replace three (3) raw sewage pumps at the WWTP; and the sum of \$200,000 to completely retrofit the UV system; or take any other action relative thereto.

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

To see if the Town will vote to appropriate and transfer the sum of \$60,000 from the Retained Earnings Account of the Water Enterprise Fund, for the purpose of replacing nine (9) fire hydrants under the direction of the DPW Director; or take any other action relative thereto.

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

To see if the Town will vote to fund the capital projects shown below by appropriating and transferring the total sum of \$2,306,644 from the undesignated fund balance (free cash);

<u>Project Title</u>	<u>Department</u>	<u>Amount</u>
NPS Studies (Capital Needs & Middle School Admin)	BPCC/NPS	\$100,000
Quaker St Landfill DEP Immediate Response Plan	Board of Health	\$ 25,000
Green Communities Match	Town Planner/DPW	\$ 25,000
Pavement Maintenance	Public Works	\$200,000
Sidewalk Maintenance	Public Works	\$ 25,000
Replace Park Christmas Trees	Public Works	\$ 25,000
Remove Brush from WWTP	Public Works	\$ 30,000
Complete Streets Grant Match	Public Works	\$466,000
Linwood Ave Guardrail Replacement	Public Works	\$ 37,900
Repave Riverdale Cemetery	Public Works	\$ 41,000
MVP Match – Main St Sidewalks & Basins	Public Works	\$163,000
1-Ton Dump Truck w/Plow (F-550)	Public Works	\$105,000
Front End Loader	Public Works	\$250,000
Purchase Command Vehicle	Fire Department	\$ 55,000
Replace Engine 5/Rescue Squad 1	Fire Department	\$350,000
Space Needs/Expansion Study	Library	\$ 50,000
Former NES UST Removal	Public Works	\$ 50,000
Linwood Basketball Courts Project	Playground/Recreation	\$100,000
IT / Security Improvements (1)	Police Department	\$ 11,362
IT / Security Improvements (2)	Police Department	\$ 15,382
Gas Pump Replacement	Police Department/DPW	\$132,000
Town Manager Vehicle	Town Hall/Town Manager	\$ 50,000
	<b>TOTAL:</b>	<b>\$2,306,644</b>

or take any other action relative thereto.

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

To see if the Town will vote to appropriate and transfer the following unexpended sums from appropriations of prior years for the purposes set forth below: \$4,913.00 from the DPW Dump Truck w/Plow & Sander Box Account (#01022116-585002); \$730.00 from the DPW Bombardier Sidewalk Blower Account (#01022217-585018); \$2,613.00 from the DPW Heavy Duty Dump Truck w/Plow & Spreader Account (#01022217-585002); \$12,704.25 from the Fire Dept Ambulance Chassis and Refurbish Account (#01021522-585005); \$5,171.60 from the Library Interior Painting Account (#01022217-585347); \$65,000 from the Senior Center Parking Lot Reclamation Account (#01022217-585345); \$10,700.00 from the Town Clerk Voting Machines Account (#010222116-585331); \$5,925.00 from the Town Hall Cellular Alarm Upgrades Account (01022117-585337); \$376.87 from the Town Hall Ground Floor Carpet Account (#01022214-585340); and \$7,712.29 from the Town Hall Building Envelope Weatherization Account (#01022217-585342); for a total of \$115,846.01:

<u>Project Title</u>	<u>Department</u>	<u>Amount</u>
Public Sewer Conversion (Police Station)	Public Works/Police	\$ 20,000.00
Purchase/Outfit 2 Motorcycles and Trailer	Police Department	\$ 95,846.01
	<b>TOTAL:</b>	<b>\$115,846.01</b>

or take any other action relative thereto.

**ARTICLE 17: (School Committee)**

To see if the Town will vote to appropriate and transfer the sum of \$193,775 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 2024, for the following purposes: \$19,500 for Ride-on Scrubber Replacement; \$70,300 for replacing deteriorating doors/frames at the Middle School; \$24,975 for replacing the clocks at the Middle School; and \$79,000 to refinish the gymnasium floors at the Middle school and High School; or take any other action relative thereto.

**ARTICLE 18: (Board of Selectmen)**  
**Dispose Main Street Fire Station**

**ARTICLE 19: (Board of Selectmen)**  
**Dispose NES**

**ARTICLE 20: (Board of Selectmen)**  
**Dispose Providence Road Land**

**ARTICLE 21: (Board of Selectmen)**

To see if the Town will vote to authorize the Board of Selectmen to grant to National Grid (electric), and also 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 1681 Providence Road, the site of the new Fire Station Headquarters; and to authorize the Board of Selectmen to take any and all action necessary for the purpose of accomplishing such easement conveyance; or take any other action relative thereto.

**ARTICLE 22: (Bylaw Review Committee)**

To see if the Town will vote to approve the grammatical and stylistic amendments to the Code of Northbridge (Bylaws) in accordance with the final report of the Bylaw Review Committee appointed in 2021 pursuant to Section 8-9(b) of the Home Rule Charter, said report being on file with the Town Clerk; or take any other action relative thereto.

**ARTICLE 23: (Bylaw Review Committee)**

To see if the Town will vote to approve the substantive amendments to the Code of the Town of Northbridge (Bylaws) in accordance with the final report of the Bylaw Review Committee appointed in 2021 pursuant to Section 8-9(b) of the Home Rule Charter, said report being on file with the Town Clerk; or take any other action relative thereto.

**ARTICLE 24: (Finance Committee)**

To see if the Town will vote to transfer the balance of the Health Stabilization Fund to the General Stabilization Fund; or take any other action relative thereto.

**ARTICLE 25: (Finance Committee)**

To see if the Town will vote to raise and appropriate, and/or to transfer from the undesignated fund balance (free cash), a sum of money to the Stabilization Fund; or take any other action relative thereto.

**ARTICLE 26: (Petition)**

To see if the Town will vote to extend the existing Residential Three (R-3) zoning district across a portion of Wing Road by rezoning from Business Three (B-3) to Residential Three (R-3) the following tract or parcel of land:

BEGINNING at a point in the centerline of Wing Road 150 feet westerly of the centerline of Providence Road;

THENCE: southerly by a line parallel to and westerly of Providence Road a distance of 140 feet;

THENCE westerly by a line parallel to and southerly of the centerline of Wing Road a distance of 650 feet, more or less to the existing Residential Two (R-2) zone;

THENCE northerly by existing Residential Two (R-2) zone a distance of 140 feet, more or less to the centerline of Wing Road;

THENCE easterly by the centerline of Wing Road a distance of 650 feet, more or less, to the point of beginning;

or take any other action relating thereto.

**ARTICLE 27: (Petition)**

To see if the Town will vote to extend the existing Business Two (B-2) zoning district southerly from Union Street by rezoning from Business One (B-1) to Business Two (B-2) the following tract or parcel of land:

BEGINNING at a point at the intersection of the centerline of Union Street and the westerly sideline of Providence Road at the existing Business Two (B-2) zoning district;

THENCE: southerly by the westerly sideline of Providence Road, a distance of 903.76 feet, more or less, to the southerly boundary of the parcel known as and numbered 113-119 Providence Road (also known as Northbridge Assessor's Parcel 24A-103);

THENCE westerly by the southerly boundary of 113-119 Providence Road (also known as Northbridge Assessor's Parcel 24A-103), a distance of 235.1 feet, more or less, to the easterly sideline of the right-of-way of the Providence and Worcester Railroad;

THENCE northerly by the easterly sideline of the right-of-way of the Providence and Worcester Railroad, a distance of 904.43 feet, more or less, to the intersection of the easterly sideline of the Providence and Worcester Railroad and the centerline of Union Street and the existing Business Two (B-2) zoning district;

THENCE easterly by the centerline of Union Street and the existing Business Two (B-2) zoning district, a distance of 244.07 feet, more or less, to the point of beginning;

or take any other action relating thereto.

DRAFT

And you are directed to serve this warrant by posting attested copies thereof at the Whitinsville Post Office and the Town Hall Annex, in Whitinsville, all in Precinct 1; the NCTV Cable Studio and the Northbridge Post Office, in Northbridge, all in Precinct 2; the Town Clerk's Office and 1Quickstop, in Whitinsville, all in Precinct 3; and the Veterans Hall (875 Hill Street), in Whitinsville, in Precinct 4; and Shaw's, in Whitinsville, in Precinct 5; 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 hands this 27<sup>th</sup> day of March in the year Two Thousand Twenty-Three.

**SELECTMEN OF NORTHBRIDGE**

\_\_\_\_\_  
Russell D. Collins, Chairman

\_\_\_\_\_  
Thomas J. Melia, Vice Chairman

\_\_\_\_\_  
Charles Ampagoomian, Jr., Selectman

\_\_\_\_\_  
Brian M. Paulhus, Selectman

\_\_\_\_\_  
Thomas Begin, Selectman

WORCESTER, SS Northbridge

Date:

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

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

## PURCHASE AND SALE AGREEMENT

### 1. Information and Definitions

(a) DATE OF AGREEMENT: March \_\_\_\_, 2023

(b) PREMISES: land located off Castle Hill Road in Northbridge, Massachusetts, containing approximately 97.67 acres, shown as Parcels 1 and 4 on Northbridge Assessors' Map 3 and Parcels 29 and 33 on Assessors' Map 4; and described as Parcel 1 and Parcel 2 in deed recorded with Worcester Registry of Deeds in Book 67952, Page 244

(c) SELLER: **Alexander J. Vander Baan and Alexandra P. Vander Baan, husband and wife**

Address: 561 Bridge Street, Dedham, MA 02026

Seller's Attorney: Henry Lane, Esq.

Address: Lane and Hamer, 100 Main Street, Whitinsville, MA 01588

Phone: (508) 234-4400 Fax: (508) 234-4966

E-Mail: [hlane@laneandhamer.com](mailto:hlane@laneandhamer.com)

(d) BUYER: **Town of Northbridge**

Address: 7 Main Street, Whitinsville, MA 01588

Buyer's Attorney: David Doneski

Address: KP Law, P.C., 101 Arch Street, Boston, MA 02110

Phone: (617) 556-0007 Fax: (617) 654-1735

E-Mail: [ddoneski@k-plaw.com](mailto:ddoneski@k-plaw.com)

(e) PURCHASE PRICE: The total purchase price for the Premises is One Million Four Hundred Fifty Thousand Dollars (\$1,450,000).

(f) CLOSING DATE: April 28, 20223, at 10:00 a.m. (or an earlier date, upon BUYER providing SELLER at least seven (7) days' prior written notice thereof). Time is of the essence.



(g) PLACE: Worcester Registry of Deeds, or a closing by mail, at BUYER'S election.

(h) TITLE: Quitclaim Deed.

2. Covenant. SELLER agrees to sell and BUYER agrees to buy the Premises upon the terms hereinafter set forth.

3. Buildings, Structures, Improvements, Fixtures. Included in the sale as a part of said Premises are such buildings, structures, and improvements now thereon, if any, as BUYER elects to accept notwithstanding the provisions of Section 14, and the fixtures belonging to the SELLER and used in connection therewith, if any.

4. Title Deed. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER or to the assignee or nominee designated by BUYER by written notice to SELLER at least seven (7) calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this Agreement;
- (d) Easements, restrictions and reservations of record, if any, provided the same do not interfere with the use and operation of the Premises for open space and recreation purposes with adequate access to the Premises.

5. Deed; Plans. SELLER shall prepare the deed. If said deed refers to a plan necessary to be recorded therewith, SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. Registered Title. In addition to the foregoing, if the title to said Premises is registered, said deed shall be in a form sufficient to entitle BUYER to a Certificate of Title of said Premises, and SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. Possession and Control of Premises. Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and in the condition required by Section 14, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Section 4 hereof. BUYER shall be entitled to inspect said Premises personally prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Section.

8. Extension to Perfect Title or Make Premises Conform. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be.

9. Failure to Perfect Title or Make Premises Conform. If SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then the obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

10. Buyer's Election to Accept Title. BUYER shall have the election to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefor the purchase price, without deduction, in which case SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this Section, if the said Premises shall have been damaged by fire or casualty insured against and BUYER has not exercised its right to terminate this Agreement, then SELLER shall, unless SELLER has previously restored the Premises to their former condition, either: pay over or assign to BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by SELLER for any partial restoration, or if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be so paid over or assigned, give to BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amount reasonably expended by SELLER for any partial restoration.

11. Acceptance of Deed. The acceptance of a deed by BUYER, or its assignee or nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

12. Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of this deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or, if an institutional mortgage only, within a reasonable time thereafter in accordance with customary Massachusetts conveyancing practices.

13. Adjustments; Seller's Donation. All taxes and water and sewer use charges shall be apportioned, and fuel value shall be adjusted, as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by the BUYER at the time of delivery of the deed. Taxes for the then-current fiscal year shall be apportioned as follows: if taxes are outstanding as of the closing date, taxes

will be apportioned as of the closing date in accordance with G.L. c. 59, §72A; if, however, SELLER has paid taxes through and past the closing date, such payments shall not be refunded, it being acknowledged that BUYER has no funds to refund SELLER for such taxes paid and BUYER, being tax exempt, has no obligation to pay taxes upon acquisition of the Premises.

SELLER has informed BUYER that SELLER will make a monetary donation to BUYER in the amount of Fifty Thousand Dollars (\$50,000.00), to be deposited into a Maintenance and Improvements Account, or similarly named account, specific to the Premises, and to be expended under the direction of the Northbridge Conservation Commission ("Seller's Donation"). The Seller's Donation shall be delivered to Buyer, by certified or cashier's check, at the time of the closing. Notwithstanding, this obligation shall survive delivery of the deed.

14. Buyer's Contingencies. BUYER'S obligation to perform under this Agreement is subject to the following conditions, at BUYER'S option:

- (a) Compliance with the provisions of G.L. c. 30B (the Uniform Procurement Act) for acquisition of real property; for acquisition of real property determined to be unique, thirty (30) days shall have elapsed since the date of publication of BUYER'S determination of uniqueness in the Central Register, without objection;
- (b) SELLER shall have waived any rights SELLER may have to relocation benefits under the provisions of G.L. c. 79A, and SELLER shall have obtained waivers of relocation benefits under G.L. c. 79A and CMR 27.03 from all tenants or occupants, if any, of the Premises or any portion thereof;
- (c) BUYER and SELLER shall have complied with the disclosure provisions of G.L. c. 7C, §38. SELLER hereby agrees to execute a "Disclosure Statement for Transaction with a Public Agency Concerning Real Property" certificate as required by G.L. c. 7C, §38, said document to be prepared by BUYER'S attorney, at BUYER'S expense;
- (d) BUYER shall have inspected the condition of the Premises and SELLER'S title to the Premises and be satisfied with the same, in its sole and absolute discretion;
- (e) BUYER'S satisfaction as to the absence of any Hazardous Materials in, on, or under the Premises, in accordance with Section 19 hereof; and
- (f) Compliance by BUYER and SELLER with any other requirements of Massachusetts General or Special Laws or regulations relative to the acquisition of real property by the BUYER, and BUYER and SELLER agree to diligently pursue full compliance with said laws and regulations.

15. Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless: (a) No building, structure or improvement of any kind, including driveways and utilities, belonging to any person or entity encroaches upon or under the Premises from other premises;

(b) Title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use; (c) The Premises shall abut a public way, duly laid out or accepted as such by the municipality in which the Premises are located; and (d) All buildings, structures and improvements, including but not limited to any driveways, garages, cesspools and leaching fields, and all means of access to the Premises, shall be located completely within the boundary lines of said Premises and shall not encroach upon or under property of any other person or entity.

16. Affidavits, etc. SELLER shall provide to BUYER together with the deed to the Premises: (a) Affidavits and indemnities with respect to due authority, parties in possession and mechanic's liens to induce BUYER'S title insurance company to issue lender's and owner's policies of title insurance without exception for those matters; (b) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, SELLER'S United States taxpayer identification number, that SELLER is not a foreign person, and SELLER'S address (the "1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER'S tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Service and stating SELLER is not subject to back-up withholding; and (d) such additional and further instruments and documents as may be consistent with this Agreement and customarily and reasonably required by BUYER and/or the BUYER'S title insurance company to complete the transactions described in this Agreement.

17. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association of Massachusetts at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

18. Representations and Warranties. SELLER represents and warrants to BUYER, effective as of the date of this Agreement and also effective as of the date of closing (subject to any subsequent notice from SELLER as hereinafter set forth), that: (a) SELLER has not granted any options, or rights of first refusal, and no other contracts have been granted or entered into, which would give any other party a right to purchase or acquire any interest in the Premises; (b) SELLER has not entered into leases, licenses, or other occupancy agreements (whether written or oral) in effect with respect to any part of the Premises; (c) this Agreement, when executed and delivered by SELLER, will be a valid and binding obligation of SELLER in accordance with its terms; (d) to SELLER'S knowledge, SELLER has received no written notice of any release of any Hazardous Waste (defined in Section 19) on, from or near the Premises; (e) to SELLER'S knowledge, without having undertaken any inquiry, (i) there are no underground storage tanks or other subsurface facilities holding petroleum or oil products currently in use or previously abandoned on the Premises and (ii) chlordane has not been used as a pesticide on the Premises; (f) SELLER has not received written notice from any governmental authority or agency having jurisdiction over the Premises of any environmental contamination, or the existence of any Hazardous Waste (defined in Section 19) at or near the Premises in violation of any applicable federal, state or local statute, rule or regulation; and (g) no petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or

arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by SELLER.

SELLER shall not cause nor, to the best of SELLER'S ability, permit any action to be taken which would cause any of SELLER'S representations and warranties to be false as of closing, and in any event shall notify BUYER promptly of any change in these representations and warranties. SELLER has no knowledge or information of any facts or circumstances which would materially and adversely affect the use or operation of the Premises for BUYER'S intended use thereof that are not set forth in this Agreement. SELLER'S representations and warranties shall survive the closing and the delivery of the deed.

19. Inspection Rights and Premises Remediation. BUYER or BUYER'S agent(s) shall have the right, upon twenty-four (24) hours prior notice to SELLER, which notice may be email or oral notice, to enter the Premises at BUYER'S own risk for the purposes of conducting surveys, inspections and tests, and environmental site assessments, and testing the structural elements of the buildings and the mechanical, HVAC, plumbing and other systems of the buildings on the Premises, if any. BUYER shall restore the Premises to substantially the same condition as prior to such entry if the closing does not occur. BUYER'S performance hereunder is expressly conditional, at BUYER'S option, upon BUYER being satisfied with the condition of the Premises and the buildings thereon and on there not being on the Premises any Hazardous Materials. As used herein "Hazardous Materials" means all chemicals, materials, substances, pollutants, contaminants and wastes, including, without limitation, oil, petroleum, petroleum containing substances, PCBs, asbestos containing materials, mold, mildew, fungus, microbial contaminants or pathogenic organisms or any other chemicals, materials, substances, pollutants, contaminants or wastes regulated under the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, Chapter 21C and Chapter 21E of the Massachusetts General Laws, all regulations promulgated under the foregoing and any other federal, state, or local law, bylaw or regulation applicable to the Premises. In particular, BUYER may arrange for performance of tests for the presence of Hazardous Materials, including tests required for performance of a so-called Phase 1 Environmental Site Assessment by a Licensed Site Professional pursuant to the provisions of Chapters 21A and 21E of the General Laws and regulations of the Massachusetts Department of Environmental Protection, and such further tests and work activities as may be necessary to satisfy BUYER regarding the condition of the Premises and the presence of any Hazardous Materials thereon. BUYER shall provide SELLER with copies of all reports, documents and surveys produced in connection with such tests and work activities.

In the event BUYER is not satisfied with the condition of the Premises, BUYER shall have the right, to be exercised in its sole and absolute discretion, to (a) terminate this Agreement, whereupon all the rights and obligations of the parties shall cease, or (b) provide SELLER with the option, to be exercised in SELLER'S sole discretion, to repair the condition of the Premises and/or remediate any Hazardous Materials, with SELLER paying all of the costs of repair/remediation. If BUYER requests SELLER to repair the Premises and/or perform such remediation, and SELLER elects to undertake the same, BUYER shall perform under the terms of this Agreement, provided, however, that SELLER repairs the Premises to BUYER'S

reasonable satisfaction and/or remediates the Hazardous Materials within a reasonable time and in full compliance with all applicable laws, rules, and regulations; otherwise this Agreement shall, at BUYER'S election, be null and void and of no further effect between the parties. Nothing herein shall affect BUYER'S rights under this Agreement to walk through and inspect the Premises at any time prior to the delivery of the deed.

20. Brokers. BUYER and SELLER each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. BUYER and SELLER agree to defend, indemnify and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this Section shall survive delivery of the deed.

21. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: when delivered by hand; sent by registered or certified mail, return receipt requested, postage prepaid; sent by express courier service such as Federal Express, or upon confirmed e-mail transmission, to the other party with a copy to the other party's attorney at the addresses set forth in Section 1. (See also, Section 26)

22. Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording. SELLER'S proceeds may be in the form of a Town Treasurer's check or wire into BUYER'S attorney's IOLTA Account, and the funds shall be held in escrow by BUYER'S attorney, who shall release the check/funds after the recording of the deed.

23. Condition of Premises at Closing. SELLER agrees to deliver the Premises at the time of delivery of SELLER'S deed in the condition required by this Agreement, broom-clean, removing all of SELLER'S personal property therefrom which is not being sold to BUYER, or left for its benefit, as consented to by it. SELLER shall at closing deliver to BUYER all keys to the Premises that are in SELLER'S possession or control. Until the delivery of the deed, SELLER shall maintain insurance on the Premises in its current amount.

24. Casualty, Condemnation. Notwithstanding anything herein to the contrary, in the event of any damage to or destruction of the Premises or any part thereof by fire, vandalism or other casualty, or in the event of a taking of all or part of the Premises by eminent domain by any entity other than BUYER, then at BUYER'S sole and absolute discretion, this Agreement may be terminated, without recourse against the parties. Risk of loss shall remain with SELLER until the recording of the deed.

25. Liability of Trustee, Shareholder, Fiduciary, etc. If SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither SELLER or BUYER so executing, nor any shareholder

or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

26. Extensions. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile and e-mail signatures shall be construed as original.

27. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within six (6) months of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission. The provisions of this Section shall survive the closing and delivery of the deed.

28. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. Any claims arising under this Agreement shall be brought in the courts of the Commonwealth of Massachusetts.

29. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

[Signature Page Follows]

In Witness whereof, the parties hereto sign this Agreement under seal as of the date and year above written.

**SELLER:**

\_\_\_\_\_  
ALEXANDER J. VANDER BAAN

\_\_\_\_\_  
ALEXANDRA P. VANDER BAAN

**BUYER:**

TOWN OF NORTHBRIDGE,

By its Board of Selectmen

\_\_\_\_\_  
Russell D. Collins

\_\_\_\_\_  
Thomas J. Melia

\_\_\_\_\_  
Brian M. Paulhus

\_\_\_\_\_  
Charles Ampagoomian, Jr.

\_\_\_\_\_  
Thomas Begin

By its Conservation Commission

\_\_\_\_\_  
Justine Carroll

\_\_\_\_\_  
Barbara McNamee



---

Chloe Mawn

---

Steven Gniadek

---

Justin Arbuckle

---

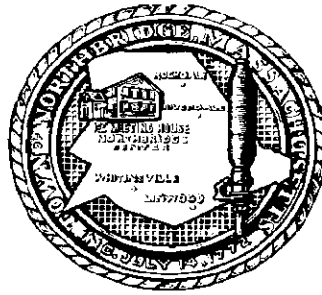
Richard Chiras

---

Cynthia Cumiskey

849974 v.4/21600/0001

# H.



## **NORTHBRIDGE SAFETY COMMITTEE**

January 18, 2023

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

Dear Board of Selectmen:

The Northbridge Safety Committee met **WEDNESDAY JANUARY 18, 2023** at the Police Department. In attendance : Timothy Labrie, Jamie Luchini, Peter Bedigian, Gary Bechtholdt, Anthony Genga, Steven Tyler (Senior Civil Engineer at Howard Stein Hudson) and Sarah Meurer (Staff Civil Engineer at Howard Stein Hudson).

### **I. CALL MEETING TO ORDER**

Timothy Labrie called the meeting to order at 10:03 AM

### **II. APPROVAL OF MINUTES**

Upon motion duly made (Labrie) Safety Committee voted to uphold the meeting minutes of December 18, 2022. All in favor.

### **III. CORRESPONDENCE**

No new correspondence.

### **IV. COMPLETE STREETS PROGRAM – LINWOOD AVE**

Steven Tyler and Sarah Meurer presented a power point presentation on the proposed new sidewalks and crosswalks for Linwood Ave.

Questions that were asked are as follows.

Peter Bedigian: Where the orange barrels are now at the Northbridge Middle School parking lot (east side), what will that be?

Sarah Meurer: That will be new sidewalks.

Gary Bechtholdt: Will there be pavement leading to the Mumford Trail?

Sarah Meurer: No that will be crushed stone.

Gary Bechtholdt: Can we put a curvage instead of a straight path to the Mumford Trail entrance?

Steven Tyler: You can, you would have to talk with the conservation committee to make those plans.

Gary Bechtholdt: In reference to the Northbridge Middle School parking lot (west side entrance/exit) – Is that a one way?

Jamie Luchini: Yes. During school hours it is an exit only.

Peter Bedigian: How is the lighting in the area?

Jamie Luchini: We are working with National Grid to upgrade the lights to LED's.

Timothy Labrie: Asked clarification on the map in front of the Whitinsville Christian School in regards to the curbing cutting into the exit lane.

Steven Tyler: Stated the curbing will not interfere with the existing exit lane.

Gary Bechtholdt: Will widening near the Whitinsville Christian School go into the new Mumford River Walk?

Steven Tyler: No, you may actually be able to remove some of the pavement.

Jamie Luchini: Is there enough footprint to make a dedicated right turn only lane into the Whitinsville Christian School?

Sarah Meurer: No we would need more space to merge the existing lane back in.

Peter Bedigian: Was adding bike lanes discussed?

Steven Tyler: No and because it is a local project not a state project it is not required.

Gary Bechtholdt: What is the pavement width required for a bike path?

Sarah Meurer: 5 feet on each side.

Timothy Labrie: Would you lose your turning lane into the Whitinsville Christian School (if bike path was added)?

Sarah Meurer: Maybe, you would have to use the extra paved space on the side of the road.

Gary Bechtholdt: The crosswalk at the Northbridge High School entrance/exit is that a benefit to slow cars?

Sarah Meurer: Pedestrians crossing will have less time in the roadway and hopefully slow cars turning.

Peter Bedigian stated from a safety committee perspective it will improve Linwood Ave. Timothy Labrie accepted a motion by Peter Bedigian to approve the current plans; Jamie Luchini second, all in favor.

## V. OLD/NEW BUSINESS

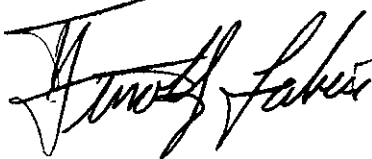
- a.) Providence Rd/Sutton St/ Upton St intersection – Howard Stein Hudson is waiting on plans and to hear from Mass DOT.
- b.) Mumford Riverwalk Boardwalk – Gary Bechtholdt stated this was moving forward. Plans on construction starting in the summer.
- c.) Cottage Street Stop Sign – Jamie Luchini was waiting on pricing and will be ordering.

VI. Next meeting is scheduled for February 15, 2023 @ 10:00 am.

## VII. ADJOURNMENT

Timothy Labrie motioned the adjournment of the meeting at 10:53 am, all in favor.

Respectfully yours,



Chief Timothy Labrie  
Northbridge Police Department  
**CHAIRMAN, NORTHBRIDGE SAFETY COMMITTEE**

-LMG

Cc: Northbridge Town Clerk

Northbridge Town Manager

Lt. John Ouillette

/File

## Melissa Ciaramitaro

---

**From:** Catherine Twing-Irish (she/her/hers) <Catherine.TwingIrish@openskycs.org>  
**Sent:** Tuesday, March 14, 2023 3:33 PM  
**To:** Melissa Ciaramitaro  
**Subject:** Re: Banner Approval Letter  
**Attachments:** All routes Passport.pdf

Hi Melissa,

Ok great. I have attached the maps here. It will be the same routes as last year. I am already in touch with Sue Richard about using the high school driveway as part of the 5K course.

The event will take place on June 3<sup>rd</sup> with all routes starting and ending at the Alternatives' Whitin Mill, 50 Douglas Rd. Check-in will begin at 8:30am with the 30-mile cycling route starting at 9am, the 5k run at 10am, and the 1 mile walk at 11am. This is a fundraiser for Open Sky's behavioral health and intellectual/developmental disability programs, now in its 38<sup>th</sup> year, and we expect about 300 attendees.

I think typically my predecessor had sent letters to the selectboard and police chief, and that is how she would notify the town of the event. I can plan to talk with Chief Labrie as we get closer to discuss any details, and he is welcome to call me with any questions.

Thank you for your help,  
Catherine



**Catherine Twing-Irish (she/her/hers)**  
Senior Director of Advancement and Marketing  
Open Sky Community Services  
50 Douglas Rd  
Whitinsville, MA 01588  
Office: (508) 318-7511 | Fax: (508) 318-7511

**Confidentiality Notice:** Protected health Information (PHI) is personal and sensitive information related to a person's health care. If this email contains PHI, it is being sent to you after appropriate authorization from the person or under circumstances that do not require the person's authorization.

**Important Warning:** This message is intended only for the use of the person or entity to which it is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. If you are not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, the disclosure, copying or distribution of this information is strictly prohibited. If you have received this message by error, please notify the sender immediately.

---

**From:** Melissa Ciaramitaro <mciaramitaro@northbridgema.org>  
**Sent:** Tuesday, March 14, 2023 2:44 PM  
**To:** Catherine Twing-Irish (she/her/hers) <Catherine.TwingIrish@openskycs.org>  
**Subject:** RE: Banner Approval Letter

*As long as it is there prior to the date its going up that should be fine.*

# Valley Friendship Tour Routes and Information

## The Golden Mile

Start *A, B, C: Forge, 1826 Old Red Brick Mill Building & Whitin Machine Works*

Right on Main Street (CAUTION)  
 Bear right onto Linwood Avenue (next light)  
 Left onto Cross Street (CAUTION)  
 Cross Church Street (CAUTION)  
 Becomes Prospect Street  
 Left onto Cottage Street  
 Left onto Hill Street  
 Cross Main Street onto Douglas Road  
 (CAUTION)

## 5K Route

Right on Main Street (CAUTION)  
 Bear right onto Linwood Avenue (next light)  
 Continue for approximately 1.3 miles  
**D. The Linwood Cotton Mill**  
 Reach the Linwood Mill Apts, cross street and turn around  
**E. The Victorian**  
 Continue .4 miles to the Northbridge High School  
**Water stop**  
 Right into school driveway and loop through parking lot  
 Right onto Linwood Ave for .9 miles  
 Left onto Douglas Road



**Safety Tips:** Always walk on the left against traffic when sidewalks are absent. Be aware of your surroundings. Drink water before, during, and after the Tour.

If you need assistance, please call: (508) 989-9512

# 30 Mile Route and Points of Interest

## Start

*A, B, C: Forge, 1826 Old Red Brick Mill Building & Whitin Machine Works*

Douglas Road  
Turn right onto Fletcher Street  
Turn left onto Hartford Ave. W  
Turn right onto Granite Street  
Continue onto Oak Street  
Turn left onto MA-16 E  
Slight right onto Henry Street  
Turn right onto Blackstone Street  
Turn left onto MA-122  
Turn right onto Bridge Street  
Continue straight onto Canal Street

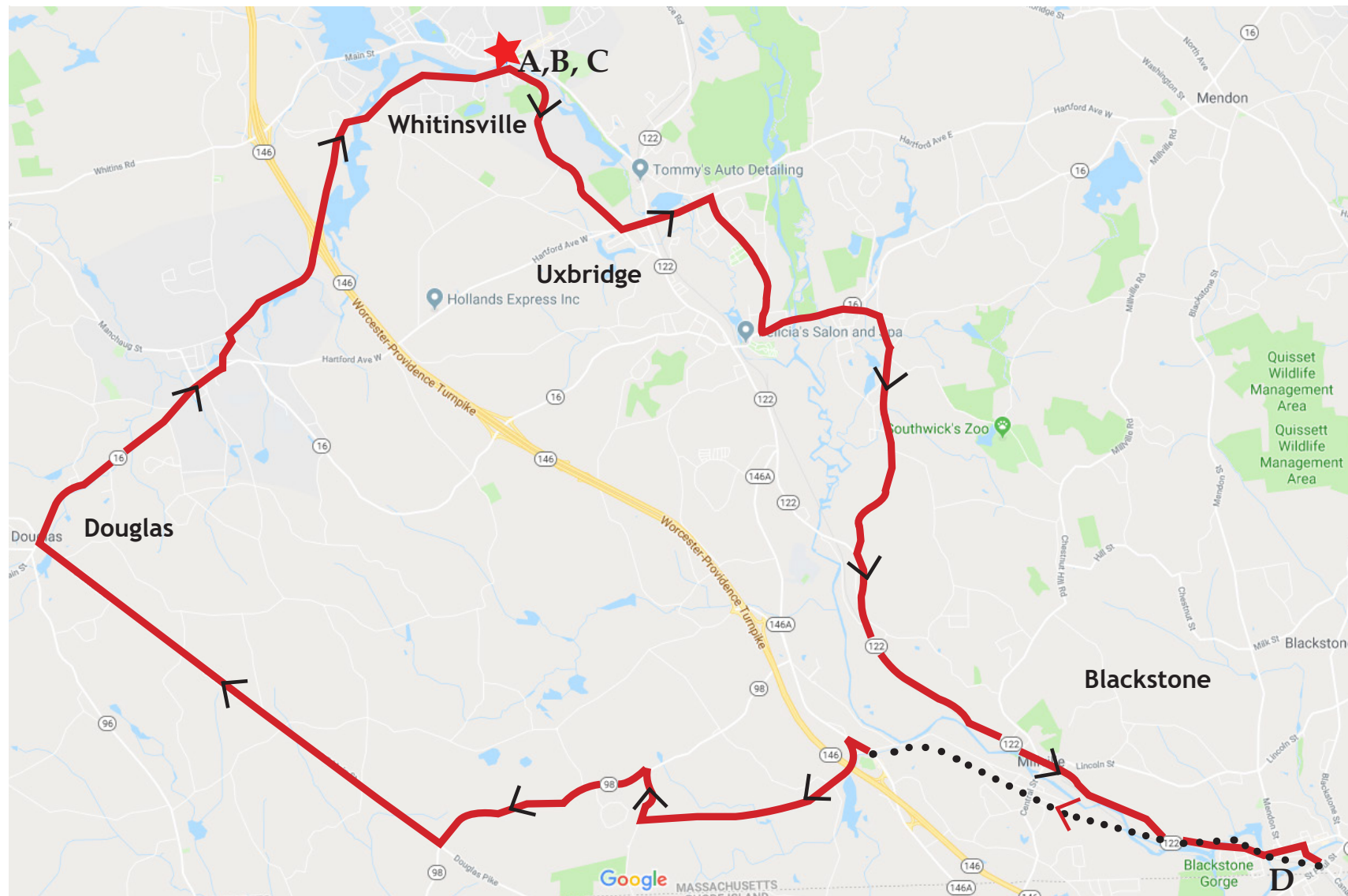
## *D: The Blackstone River Bikeway*

Turn right into the Blackstone River Bikeway parking lot  
Turn right on the Bikeway toward Uxbridge  
Exit the Bikeway parking lot and turn right on Providence Street

## *Water Stop*

Turn left onto Adams Street  
Turn right onto Providence Street  
Turn right on MA-146 A  
Turn left onto Balm of Life Spring Road  
Turn left onto Ironstone Road  
Continue straight onto Elmwood Ave  
Turn right onto Glendale Street  
Turn left onto MA-98 S (Aldrich Street)  
Turn right onto Douglas Pike  
Continue onto S E Main Street  
Turn right onto MA-16 E  
Turn left onto North Street  
Turn right onto Gilboa Street (Continue onto Lackey Dam Road and then Douglas Road)  
Arrive at the Whitin Mill, 50 Douglas Road, Whitinsville

**YOU'RE HOME - CONGRATULATIONS!**



— Road  
••••• Bike Path

**Safety Tips:** Cycle with traffic. Be aware of your surroundings. Drink water before, during, and after the Tour. Helmets are required if you are cycling! Please be aware of areas with broken pavement and potholes! Have a fun and safe Tour!

If you need assistance, please call: (508) 989-9512

## Melissa Ciaramitaro

---

**From:** Tim Labrie  
**Sent:** Wednesday, March 15, 2023 2:10 PM  
**To:** Melissa Ciaramitaro; Jamie Luchini  
**Subject:** Re: Annual Valley Friendship Tour 5K

No problems at all.

Timothy Labrie  
Chief of Police  
508-234-6211

---

**From:** Melissa Ciaramitaro <mciamitaro@northbridgemass.org>  
**Sent:** Wednesday, March 15, 2023 2:09 PM  
**To:** Jamie Luchini <jluchini@northbridgemass.org>; Tim Labrie <tlabrie@northbridgemass.org>  
**Subject:** Annual Valley Friendship Tour 5K

*Good afternoon,*

*Any issues with this request? This will be before the Board of Selectmen at their March 27, 2023 meeting.*

*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*



## Melissa Ciaramitaro

---

**From:** Jamie Luchini  
**Sent:** Thursday, March 16, 2023 12:42 PM  
**To:** Melissa Ciaramitaro; Tim Labrie  
**Subject:** Re: Annual Valley Friendship Tour 5K

No issues here.

Thanks,  
*- Jamie*

Jamie Luchini  
Director of Public Works  
Northbridge DPW

---

**From:** Melissa Ciaramitaro <mciamitaro@northbridgemass.org>  
**Sent:** Wednesday, March 15, 2023 2:09 PM  
**To:** Jamie Luchini <jluchini@northbridgemass.org>; Tim Labrie <tlabrie@northbridgemass.org>  
**Subject:** Annual Valley Friendship Tour 5K

*Good afternoon,*

*Any issues with this request? This will be before the Board of Selectmen at their March 27, 2023 meeting.*

*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*

**From:** William Hewig <WHewig@k-plaw.com>  
**Sent:** Wednesday, February 22, 2023 9:04 PM  
**To:** Maher, John R  
**Cc:** Cable; Adam Gaudette  
**Subject:** NORTHBRIDGE  
**Attachments:** PROJECTED CAPITAL EXPENSES 10 YEARS NCTV 9-21-22.pdf

Dear John,

I am representing Northbridge in this renewal, which I believe has a term date of May 12, 2023.

The committee had been at work for some time. They had their public hearing on January 24, 2023; and they have prepared their written ascertainment report.

Here is a summary of their report, and what we are seeking in the upcoming renewal license:

- (1) 5% GAR, paid quarterly;
- (2) Capital - \$260,000, payment schedule TBD;
- (3) 3 HD channels;
- (4) Channel Numbers: Lock in 191, 192, and replace current 194 with 193 so they are sequential;
- (5) Electronic Program Guide for PEG channels;
- (6) Local Origination sites at: NCTV Studio; Town Hall; Northbridge High School;
- (7) Financial accounting and breakdown with each GAR check, including sources of funding from: Infomercial non ad revenues; classified non ad sales; local origination non ad sales; leased access non ad sales; ad sales; and home shopping revenues;
- (8) Continuation of Senior Citizen discount; and
- (9) Liquidated Damages.

A listing of our total capital projections over the next 10 years is attached above.

So that we can make the May 12 deadline, we propose to begin our negotiations with you on Monday March 20 at 7:00 PM. We will send you a zoom link.

I will also send you a draft license in an attempt to move things along.

Bill

William Hewig III, Esq.  
KP | LAW  
101 Arch Street, 12th Floor  
Boston, MA 02110



## PROJECTED CAPITAL EXPENSES

(10 Years)

Cablecast Reflect – 2200.00 a year x 10 = **\$22,000.00** – (needed for video on demand & live streams)

**Tightrope Media System** (All 3 channels – Playback, Bulletin Boards, Video on Demand & Live Streams) Expected equipment replacement date 2025) **\$47,796.00**

Tightrope Hardware Assurance (10 years) **\$4000.00**

Emergency equipment fund/surprise capital expenses **\$50,000.00**

Air conditioning in Master Control **\$4500.00** (To extend life of playback equipment.)

Bathroom Floor **\$3500.00**

Front Hallway floor **\$4000.00**

3 desktop Apple IMacs w/ M1 Chip (Z12Q000NV) **\$6297.00**

3 Logickeyboard ASTRA -2 Backlit Keyboard for Final Cut Pro X **\$419.70**

Apple 12.9 Ipad M1 Chip 512GB **\$1349.00**

2 Staff use PC laptops Asus 16” ProArt Studio Book OLED (H7600ZM-DB76) **\$4199.98**

Bush Business Desk (SRC007HCLSU) **\$1023.99**

Bush wood cabinet (WC24452) **\$329.99**

On Air Studio Desk **\$4000.00**

Remote Live Streaming device – Comrex **\$13998.00**

Cellular Service for Comrex live streaming device = \$60.00 a month x 12 mo. x 10 yrs **\$7200.00**

2 Canon XA45 Professional UHD 4K Camcorder (senior center location) **\$4198.00**

2 Canon XA45 Professional UHD 4K Camcorder (studio location) **\$4198.00**

2 Manfrotto 502AH Video Head & (MT055XPRO3) Aluminum Tripod (senior center location) **\$729.76**

2 Manfrotto 502AH Video Head & (MT055XPRO3) Aluminum Tripod (Studio Location) **\$729.76**

Security Cameras and DVR replacement **\$6000.00**

Town Hall Unique Systems Equipment Replacement Quote **\$21,017.00**

Newtek Tricaster TC1 Video Switcher & small control panel **\$21,990.00**

Skaar Air Fly Desktop Controller for Tricaster – **\$1510.28**

6 Shure BLX14/CVL Wireless Cardioid Lavalier Mic System (H10: 542 to 572 MHz) (Studio Location) **\$1974.00**

2 Shure BLX14/CVL Wireless Cardioid Lavalier Mic System (Senior Center Location) **\$658.00**

2 Shure BLX24R/SM58 Rackmount Wireless handheld Mic System w/SM Capsule **\$429.00**

QNAP TVS872XT-8 BAY-NAS (Raid data storage system) **\$2089.00**

8 Seagate 16TB Iron Wolf Pro 7200rpm Sata III 3.5 Hard Drives (required for QNAP) **\$2399.92**

2 APC Smart-UPS Battery Backup & Surge Protector with SmartConnect **\$1869.98**

LED signs for business - Single Sided -25" x 50"- 5 Year Warranty **\$3449.00**

40" Samsung TV AU 8000 Class HDR 4K UHD **\$377.99**

Outdoor Lighting on either side of entrance **\$700.00**

Earthwise 15 amp 22 inch Electric Corded walk behind snow thrower w/LED **\$278.09**

Prolux Core 15 inch Loaded commercial floor buffer machine **\$399.99**

Ikan PT1200 Teleprompter Travel Kit with rolling hard case **\$1199.00**

Manfrotto 612 NITROTECH Fluid Head w/645 Fast **\$1599.88**

Dedolight SPS5E-5 Portable Lighting Kit **\$7033.95**

Yamaha Stagepas 600BT Portable 10 Channel PA System/Bluetooth **\$1049.00**

**Total Capital Projections for 10 years \$260,492.27**

# **Town Manager's Report for the Period of March 13, 2023 – March 24, 2023**

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

- Monday, March 13, 2023 – Participated in the weekly Fire Station Design Team virtual meeting.
- Monday, March 13, 2023 – Attended the Board of Selectmen Meeting.
- Wednesday, March 15, 2023 – Met with Whiting Community Center staff and Town Accountant Sharon Emerick to discuss AROA projects.
- Wednesday, March 15, 2023 – Attended the Finance Committee Meeting; public hearing on the FY24 Budget.
- Thursday, March 16, 2023 – Attended the Fire Station project site visit meeting.
- Thursday, March 16, 2023 – Participated in a virtual meeting with MADEP and BOH staff/members regarding the Quaker Landfill.
- Friday, March 17, 2023 – Held a Department Managers' meeting.
- Monday, March 20, 2023 – Participated in the weekly Fire Station Design Team virtual meeting.
- Monday, March 20, 2023 – Ran the Cable Advisory Committee's Zoom meeting with Charter.
- Tuesday, March 21, 2023 – Met with John Brissette, HUB Insurance, to discuss General Liability Insurance proposal.
- Tuesday, March 21, 2023 – Attended the BPCC Meeting for the Fire Station and NES projects.
- Wednesday, March 22, 2023 – Met with Jamie L, DPW, and Terry M and David W of Whitingville Water Company for a quarterly meeting.
- Wednesday, March 22, 2023 – Attended a virtual Group Health Insurance Subcommittee Meeting.
- Wednesday, March 22, 2023 – Attended the Finance Committee Meeting.
- Thursday, March 23, 2023 – Attended an Electricity Aggregation meeting to discuss this year's bid preparation.
- Thursday, March 23, 2023 – Attended the Fire Station project site visit meeting.
- Friday, March 24, 2023 – Met with Michael Welch, CEO of Unibank.
- Miscellaneous Calls/Visits with Residents, Staff, and Board Members.

2. **Fire Station Project:** Weekly design team meetings continue to occur every Monday morning and weekly construction meetings every Thursday afternoon with the project team, the GC M. O'Connor, and the site contractor Leahy. The steel frame is installed in the main building and light gauge metal framing for the interior walls of the administration area is underway. MEP above ceiling and in wall rough in continues in the apparatus bay and administration area. AVB application for the outbuilding and main building continues. CMU install for the hose tower continues. Next steps include roofing the main building and concrete work for the column infills and the training mezzanine. The BPCC met this past week on 3/21/2023 to approve Change Order #4 and Payment Requisition #10 for the GC as well as invoices for the OPM, Architect and Testing Services.

3. **Northbridge Elementary School Reuse Study:** The architect team from Abacus and the BPCC/Town Manager held a public forum presentation on January 18, 2023, to get feedback from residents on proposed uses and layouts. An existing conditions survey is complete as well as an Environmental Phase 1 and Phase 2. The BPCC met this past week on 3/21/2023 to discuss next

steps which shall include finalizing a draft report for BPCC review. The Selectmen have placed an article on the Annual Town Meeting Warrant to get voter authorization to dispose of the property.

4. **Linwood Basketball Courts Project**: The Town only received one bid (Quirk Construction) and unfortunately it came in over budget. Thus, the plan is to go to the Spring Town Meeting and seek additional funds such that the contractor can begin construction in June and finish at the end of August.
5. **Cable Advisory Committee**: The current Charter/Spectrum Franchise Agreement expires at the end of this May 2023. The Cable Advisory Committee held a public hearing on January 24, 2023 at Town Hall to discuss the Franchise Agreement renewal with the public. The hearing was continued to a later date. The Cable Committee met this past week on 3/21/2023 with Bill Hewig, Attorney from KP Law, and John Maher from Charter to discuss the Town's points of interests. Mr. Hewig will continue to negotiate with Mr. Maher on the suggested terms and the Committee is scheduled to meet again in April.
6. **FY2024 Budget and Capital Development**: The Finance Committee met this past week on 3/22/23 and met with NPS, hear presentations on the two petition articles, and vote their positions in order to finalize the Warrant booklet. The Selectmen will vote next Monday, 3/27/23 to set the Warrant pending Counsel's review. The Warrant will then be posted next week on Friday, 3/31/23 in order to comply with the Bylaw requirement.