

**TOWN OF NORTHBRIDGE  
BOARD OF SELECTMEN'S MEETING  
NORTHBRIDGE TOWN HALL  
7 MAIN STREET - WHITINSVILLE, MA 01588  
May 20, 2024 at 7:00 PM**

RECEIVED  
MAY 16 PM 4:08

**PLEDGE OF ALLEGIANCE**

NORTHBRIDGE TOWN CLERK  
LINDA P. ZYWIEN

- I. APPROVAL OF MINUTES:** A. May 7, 2024 [Spring Annual Town Meeting]
- II. PUBLIC HEARING/None**
- III. Resignations:** B. Pascale Zayas, Playground and Recreation Commission
- IV. CITIZENS' COMMENTS/INPUT**
- V. DECISIONS:**
  - C. Water Rate/Vote to match rates set forth by the Whitinsville Water Company
  - D. Church Street Parking/Vote to rescind the pick-up only parking space to be changed to 2-hour parking
  - E. Electronic Sign Board Policy/Vote to accept
  - F. St. Patrick's Church, 7 East Street, Whitinsville/Request for a one-day wines and malts license for their Beer & Dynamites Fundraiser event on Saturday, July 20, 2024 from 5 PM – 9 PM on the grounds of the St. Patrick's Church [Rain Date: Sunday, July 21, 2024]
  - G. Rockdale Fire Substation/Vote to advertise the RFP
  - H. Former Northbridge Elementary School/Vote to advertise the RFP
  - I. Safety Committee Meeting Minutes [March 20, 2024]/Vote to accept recommendations
- VI. DISCUSSIONS**
- VII. TOWN MANAGER'S REPORT**
- VIII. SELECTMEN'S CONCERNS**
- IX. ITEMS FOR FUTURE AGENDA**
- X. CORRESPONDENCE**
- XI. EXECUTIVE SESSION**

Town Clerk: 2 Hard copies

Web: Post time-stamped copy

**BOARD OF SELECTMEN'S MEETING**

**A.**

**SPRING ANNUAL TOWN MEETING**

**May 7, 2024**

A meeting of the Board of Selectmen was called to order at 6:38 PM by Chairman Russell D. Collins at the Northbridge High School Auditorium, 427 Linwood Avenue, Whitinsville, MA. **Present:** Board Members: Melia, Paulhus, Collins, and Ampagoomian.

**Also Present:** Sharon Susienka, Exec. Asst. to the Town Manager.

**Town Meeting Business.** Ms. Susienka advised the Board that they need to revote their positions on several articles due to changes in the monetary amounts contained in the motions. **Article 2: Budget Transfers** – She stated the total amount of transfers has increased from \$540,785.15 to \$556,135.15 due to the funding needs of the Fire and Ambulance Depts. A motion/Mr. Ampagoomian, seconded/Mr. Melia to support Article 2 as revised. Vote yes/Ampagoomian, Melia, Paulhus, and Collins. **Article 14: Use of Retained Earnings and Unexpended Funds from Sewer Capital Accounts for Sewer Projects and \$350,000 for SCADA System Upgrades** – It was noted there was a typo in the transfer amount in the first sentence of the article and that the correct amount should be \$499,999.90, an increase of \$9, which will be reflected in the motion. A motion/Mr. Melia, seconded/Mr. Ampagoomian to support Article 14 as revised. Vote yes/Melia, Ampagoomian, Paulhus, and Collins. **Article 27: Transfer into the General Stabilization Fund** – Ms. Susienka explained that the total amount of the transfer has increased from \$238,410 to \$300,410 due to the transfers for Public Safety under Article 2 now coming from Ambulance Receipts instead of Free Cash. A motion/Mr. Paulhus, seconded/Mr. Melia to support Article 27 as revised. Vote yes/Paulhus, Melia, Ampagoomian, and Collins.

Lastly, the Board was informed that the Town Manager's Personnel budget has a deficit of \$2,250 for FY24, which will be handled as an End of Year transfer and the funds will come from Line 39 – Reserve for Wage Adj. in the amount of \$2,250.

There being no further business before the Board at this time, a motion/Mr. Melia seconded/Mr. Ampagoomian, to adjourn the Selectmen's Meeting at the conclusion of the Spring Annual Town Meeting this evening. Vote yes/Melia, Paulhus, Collins, and Ampagoomian.

**Meeting Adjourned: 9:45 PM**

**Respectfully submitted,**

**Russell Collins, Acting Clerk**

/sls

**LIST OF DOCUMENTATION**

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

**May 7, 2024**

**APPROVAL OF MINUTES/None**

**PUBLIC HEARING/None**

**APPOINTMENTS/RESIGNATIONS/None**

**CITIZENS' COMMENTS/INPUT/None**

**DECISIONS**

**A. Town Meeting Business**

**1) Revote on Articles 2, 14, and 27.**

-Copy of Motions

**2) End of Year Transfer [Shortfall in the Town Manager Personnel budget]/Vote to transfer \$2,250 from Line 39D (Reserve for Wage Adj.) to Line 2A (Town Manager Personnel)**

- No Documentation

**DISCUSSIONS/None**

**TOWN MANAGER'S REPORT/None**

**SELECTMEN'S CONCERNS/None**

**ITEMS FOR FUTURE AGENDA/None**

**CORRESPONDENCE/None**

**EXECUTIVE SESSION/None**

**Melissa Ciaramitaro**

---

**From:** Mike Dempsey <mdempsey36@gmail.com>  
**Sent:** Tuesday, May 14, 2024 9:23 AM  
**To:** Sharon Susienka; Scott Motyka; Melissa Ciaramitaro  
**Cc:** Play and Rec  
**Subject:** Play & Rec Personnel Update

Good morning team,  
Hope all is well!

Unfortunately we had a committee member resign this week. At your earliest convenience, please remove Pascale Zayas from the following;

- 'Board Members' section on the [PRC subpage on the town website](#)
- The Play & Rec email distribution list ([playandrec@northbridgemass.org](mailto:playandrec@northbridgemass.org))

We have a replacement in mind so hopefully we'll be following up soon with a new name.

Thank you and let me know if there are any questions or concerns!

Mike and the PRC

**STATEMENT REGARDING  
WHITINSVILLE WATER COMPANY  
RATE INCREASE APPROVED BY MASSACHUSETTS D.P.U.**

In July of 2023, the Whitinsville Water Company filed a petition with the Massachusetts Department of Public Utilities for approval of an increase in the rates it charges for water service, D.P.U. No. 23-64. The Company's last rate increase was approved by the DPU in April of 2018. As it did in prior cases, the Town of Northbridge participated in the current rate case proceeding as an intervening party. Per its role under state law, the Attorney General's Office was also an intervening party. In February of this year, the Water Company, the Attorney General's Office, and the Town submitted to the DPU a Joint Motion for Approval of Settlement Agreement to resolve the case. By order of the DPU issued on April 3, the Joint Motion was approved. On April 18, the DPU granted approval for new rate schedules (tariffs) based on the elements of the Settlement Agreement. The information below includes some general background on the Water Company and the rate case, and the main points of the rate settlement.

The Whitinsville Water Company provides water to both residential and commercial customers, including the Town of Northbridge, as the operator of the Northbridge Water Department. The main reasons for the proposed rate change were payment for capital improvements to the Company's water system since the 2018 rate increase and general increases in the costs of operation during that time. Those capital improvements include approximately 18,000 feet of new water mains and/or piping, upgrades to water treatment facilities and operating equipment, and cybersecurity measures.

When the Company filed its petition in July of 2023, the DPU suspended the effective date of any rate increase, per usual practice. The original suspension period was set to run until June 1, 2024. In October of 2023, the DPU granted the Town's motion to intervene in the case. From that point, the Town participated in discussions and negotiations with the Company and the Attorney General's Office in an effort to reach agreement on a modified rate increase. As part of that process, DPU staff and the Energy & Ratepayer Advocacy Division of the Attorney General's Office reviewed the Company's petition and analyzed the financial information filed with the petition as well as additional information provided by the Company in response to DPU requests.

In the petition to the DPU, the Water Company proposed an approximately 53% overall increase in water rates, with a request for approval of a total revenue increase of \$1,759,000. Under the Settlement Agreement approved by the DPU the revenue increase will be \$1,250,000, and it will be phased in as part of a two-step process. The first increase is effective for water supplied on and after May 1, 2024, and the second increase is effective for water supplied on and after May 1, 2025.

The new rates approved under the Settlement Agreement take into account various cost elements and the different types of services for Company customers. These include the basic elements of the Company's existing rate structure, which includes a fixed service charge and a volume charge – based on the quantity of water used. These two charges are the components of the rate structure that most directly affect residential customers.

Under the new tariffs approved by the DPU, there will be changes to both the service charge and the volume charge. For the "typical" residential customer – a customer with a 5/8 inch meter, the monthly service charge will increase from \$18.04 to \$22.96 in step 1 (27.3%), and from \$22.96 to \$24.88 in step 2 (8.3%); and the volume charge (per 100 cubic feet of water used) will increase from \$4.83 to \$6.15 in step 1 (27.3%) and from \$6.15 to \$6.66 in step 2 (8.3%) The effect of the new rates on the typical residential user, based on a use level of 800 cubic feet of water per month, would be an increase in the same percentage amounts. In step 1 the monthly payment would increase from \$56.68 to \$72.15, and in step 2 the monthly payment would increase to \$78.17. The dollar increase for higher volume users will be more because of greater

water usage, but the percentage increase in the tariffs will be the same for all meter sizes: 27.3% in step 1 and 8.3% in step 2. The tables below show the rate increase amounts for the service charge (the zero CCF line) and for the volume range from zero to 3,000 cubic feet per month.

In addition to the phase-in of the rate increase, the Settlement Agreement stipulates that the Company may not make a filing with the DPU that would have the effect of allowing a customer rate increase with an effective date of prior to June 1, 2026.

The Town will continue to take all appropriate action to represent the interests of water service customers in maintaining a fair system of rates.

STEP 1 (5/8" Meter)

<u>CCF</u>	<u>Old</u>	<u>New</u>	<u>Increase</u>	<u>Inc %</u>
0	\$ 18.04	\$ 22.96	\$ 4.92	27.3%
1	\$ 22.87	\$ 29.11	\$ 6.24	27.3%
2	\$ 27.70	\$ 35.26	\$ 7.56	27.3%
3	\$ 32.53	\$ 41.41	\$ 8.88	27.3%
4	\$ 37.36	\$ 47.56	\$ 10.20	27.3%
5	\$ 42.19	\$ 53.71	\$ 11.52	27.3%
6	\$ 47.02	\$ 59.86	\$ 12.84	27.3%
7	\$ 51.85	\$ 66.01	\$ 14.16	27.3%
<b>8</b>	<b>\$ 56.68</b>	<b>\$ 72.15</b>	<b>\$ 15.47</b>	<b>27.3%</b>
9	\$ 61.51	\$ 78.30	\$ 16.79	27.3%
10	\$ 66.34	\$ 84.45	\$ 18.11	27.3%
15	\$ 90.49	\$ 115.19	\$ 24.70	27.3%
20	\$ 114.64	\$ 145.94	\$ 31.30	27.3%
24	\$ 133.96	\$ 170.53	\$ 36.57	27.3%
27	\$ 148.45	\$ 188.98	\$ 40.53	27.3%
30	\$ 162.94	\$ 207.42	\$ 44.48	27.3%

STEP 2 (5/8" Meter)

<u>CCF</u>	<u>Old</u>	<u>New</u>	<u>Increase</u>	<u>Inc %</u>
0	\$ 22.96	\$ 24.88	\$ 1.92	8.3%
1	\$ 29.11	\$ 31.54	\$ 2.43	8.3%
2	\$ 35.26	\$ 38.20	\$ 2.94	8.3%
3	\$ 41.41	\$ 44.86	\$ 3.45	8.3%
4	\$ 47.56	\$ 51.53	\$ 3.97	8.3%
5	\$ 53.71	\$ 58.19	\$ 4.48	8.3%
6	\$ 59.86	\$ 64.85	\$ 4.99	8.3%
7	\$ 66.01	\$ 71.51	\$ 5.50	8.3%
<b>8</b>	<b>\$ 72.15</b>	<b>\$ 78.17</b>	<b>\$ 6.02</b>	<b>8.3%</b>
9	\$ 78.30	\$ 84.83	\$ 6.53	8.3%
10	\$ 84.45	\$ 91.49	\$ 7.04	8.3%
15	\$ 115.19	\$ 124.80	\$ 9.61	8.3%
20	\$ 145.94	\$ 158.11	\$ 12.17	8.3%
24	\$ 170.53	\$ 184.75	\$ 14.22	8.3%
27	\$ 188.98	\$ 204.74	\$ 15.76	8.3%
30	\$ 207.42	\$ 224.72	\$ 17.30	8.3%

sign currently in place - not erected by the Town DPW

D.



The next three pages are from the  
September 28, 2020 agenda packet  
where the item was originally

September 22, 2020

Re: Curbside Pickup

Dear Selectmen;

As you know, the Covid Pandemic has hit small businesses especially hard. On behalf of The Valley Café and Peg's Diner, I am requesting an area on Church Street be designated as a "Pick Up Only" spot to help our take out business. With limited seating and cold weather approaching, we will need to rely heavily on our take out business to stay viable. I have included pictures on the spot on the east side of Church St. in front of the Café and Diner. There is already a crossing sign in front of the space and we will pay for a sign below that says "Pick Up Only"

Thank you for your consideration of this matter.

Sincerely,

Paulette & Jeff Ruth, Valley Café

Jim Gagnon, Peg's Diner







...ing the Board to subordinate both liens. Selectman Melia asked the Town Manager to confirm that this is a routine transaction. Mr. Gaudette agreed and said these transactions appear from time to time and recommended the Board approve of the request to subordinate the liens. A motion/Mr. Ampagoomian, seconded/Mr. Melia to authorize the Consent to Encumber and Subordination of Lien for properties located at 22-42 Church Street, Whitinsville, MA and 35-C Street, Whitinsville, MA. Vote yes/Unanimous.

**Reserved Parking on Church Street - Curb-side pick-up for Valley Café and Peg's Diner/Present:**

**Jeff and Paulette Ruth.** Mr. Ruth explained there are two spots available to do curbside pickup, one is in front of Valley Café and one is in front of Peg's Diner. He said they aren't designated parking spots because they are smaller than the standard size parking spot but there is plenty of room for curbside pickup. They would also like to erect "Curb-Side Pick-Up" signs as well so people are aware. Selectman Melia stated he checked out the area and there is no other area like it to do what they want to do. He also added that many small businesses have closed due to COVID so the Board should do whatever they can to help the small businesses in town. Selectman Athanas mentioned that he had checked with other local owners and they have no problem with this. Selectman Ampagoomian indicated he had a concern with snow removal. Mr. Luchini explained that snow removal is no longer an issue because the DPW uses a bobcat, which makes it easier to move the snow so they will make sure it remains cleared. Selectman Collins voiced his support for small businesses and for this request. Chairman Cannon asked about clearance to the nearby driveway. The Town Manager said the picture is very deceiving making it look like a short distance, so he asked Mr. Ruth if their vehicle blocks the driveway and he responded not at all. A motion/Mr. Melia, seconded/Mr. Collins to approve the above request to reserve the 2 available spots for curbside pickup for Valley Café and Peg's Diner including signage as described above. Vote yes/Unanimous.



**Electronic Sign Board Policy**

**Not allowed**

- Sale advertisements
- For-profit advertisements
- Personal information or announcements such as birthdays/anniversaries
- Political advertisements
- Commercial advertisements

**Allowed**

- Municipal/School notices
- School events/activities
- Youth sport/recreation activities
- Non-profit events/fundraisers
- Scout club events/fundraisers
- Special recognitions

The sign is available for first come first serve basis. All requests will be reviewed by the Town Manager’s Office prior to posting. Official use by the Town of Northbridge will take precedence over all other displays.

Maximum of two weeks run time, pending availability/demand and no more than four sign displays allowed at one time. Signs will run for a 15 second duration and will have a black background with white writing. The electronic sign will be on from 6 AM until 10 PM, 7 days a week.

The Town reserves the right to refuse any content at its discretion and the right to remove or replace any content in the event of a public safety notification and or other unanticipated time-sensitive public notification taking precedence.

Approved by the Northbridge Board of Selectmen on May 20, 2024.

Town of Northbridge Board of Selectmen

\_\_\_\_\_  
Russell Collins, Chairman

\_\_\_\_\_  
Brian Paulhus, Vice Chairman

\_\_\_\_\_  
, Clerk

\_\_\_\_\_  
Thomas Melia, Member

\_\_\_\_\_  
Charles Ampagoomian, Member

# F.

**TOWN OF NORTHBRIDGE  
APPLICATION FOR SPECIAL LICENSE**

**TO THE LICENSING AUTHORITIES:**

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

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

St. Patrick's Church

Name of Responsible Person: FR. Tomasz Borkowski

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

**EVENT DETAILS:**

Event name: Beer & Dynamites Fundraiser Indoor/Outdoor: Outdoor

Date and Hours of Event: July 20, 2024 5PM-9PM # of persons expected: 300

Rain Date: July 21, 2024 to coincide with town fireworks

**GIVE LOCATION BY STREET AND NUMBER:** 7 East Street

**DESCRIPTION OF PREMISES:** Lawn at the intersection of Cross St & East St.

Where will alcohol be stored? Parish Center (church basement)

Where will Alcohol be served? Lawn under tent

Do you plan on having Entertainment?  Yes  No

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

Rev. Tomasz Borkowski  
(Signature of Applicant)

Print Name: REV. TOMASZ BORKOWSKI

Mailing Address: 7 East St.

City: Whitinsville

State, Zip: MA 01588

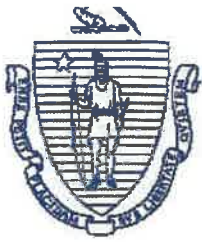
Phone: 508-234-5656

Name of Distributor(s): Atlas Distributing

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

Received: 5/14/24 4:20PM  
(Date) (Time)  
Agenda: 5/20/2024

Date License Granted



**FORM MUST BE FILLED OUT COMPLETELY**

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

**Workers' Compensation Insurance Affidavit: General Businesses**

**Applicant Information**

**Please Print Legibly**

Business/Organization Name: St. Patrick's Church

Address: 7 East Street

City/State/Zip: Whitinsville, MA 01588 Phone #: 508-234-5656

**Are you an employer? Check the appropriate box:**

- 1.  I am an employer with 7 employees (full and/or part-time).\*
- 2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
- 4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

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

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

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

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

Insurance Company Name: \_\_\_\_\_

Insurer's Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Policy # or Self-ins. Lic. # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

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

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

Signature: Rev. Tomasz Borlowski Date: 04/30/2024

Phone #: 508-234-5656

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

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

Issuing Authority (circle one):

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

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

**SPECIAL PERMIT/LICENSE**

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

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

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

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

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

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

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

Witness my hand and seal this 30 day of April.

Name (Printed): REV. TOMASZ BORKOWSKI

Rev. Tomasz Borkowski  
Signature

William Richer (William Richer)  
Witness



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Sullivan, Garrity & Donnelly 10 Institute Rd. Worcester MA 01609	<b>CONTACT NAME:</b> Karen Gedenberg <b>PHONE (A/C No, Ext):</b> 508-754-1767 <b>E-MAIL ADDRESS:</b> Karen.Gedenberg@sgdins.com	<b>FAX (A/C, No):</b> 508-754-1885
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Midwest Employers Casualty Company	<b>NAIC #</b> 23612
<b>INSURED</b> Roman Catholic Bishop of Worc. 49 Elm Street Worcester MA 01609	<b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 1293240981                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC005703	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER Excess WC Cov E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Beer & Dynamite Sandwich parish fundraiser on behalf of St. Patrick Parish, 7 East Street, Whitinsville, MA 01588

<b>CERTIFICATE HOLDER</b>  Town of Northbridge 7 Main Street Northbridge MA 01588	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.





# Town of Northbridge

# G.

## REQUEST FOR PROPOSALS

2305 Providence Road  
Northbridge, MA 01534

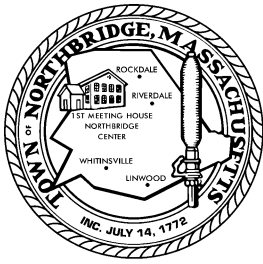


**Project Title: Sale & Redevelopment of 2305 Rockdale Fire Substation**

**Issued: May 29, 2024**

**Proposals due Friday, July 19, 2024, by 12:00 PM**

**Town:** Town of Northbridge, Town Hall  
**Address:** 7 Main Street, Whitinsville, MA 01588  
**Contact:** Adam Gaudette, Town Manager  
**Telephone:** (508) 234-2095  
**Email:** [agaudette@northbridgemass.org](mailto:agaudette@northbridgemass.org)



# Town of Northbridge Request for Proposals

## Town of Northbridge Legal Notice Request for Proposals

The Town of Northbridge ("Town"), is requesting proposals from qualified proposers to purchase and redevelop the former Rockdale Fire Substation located at 2305 Providence Road, Northbridge, MA. RFP documents are available by email request to [agaudette@northbridgema.org](mailto:agaudette@northbridgema.org).

The sale of this property will require that the selected proposer enter into a Development Agreement negotiated with terms satisfactory to the Town and sufficient to ensure the prompt completion of the project in accordance with the terms of the accepted proposal.

There will be a required pre-bid informational session on **Thursday, June 13, 2024, at 11:00 a.m.** at the Rockdale Fire Substation, 2305 Providence Road, Northbridge MA 01534.

Sealed responses clearly labeled "**Redevelopment Proposal for the Rockdale Fire Substation**" are due by **12:00 p.m. on Friday, July 19, 2024**, delivered to: Town Manager/Chief Procurement Officer, Northbridge Town Hall, 7 Main Street, Whitinsville, MA 01588.

The Town reserves the right to reject any and all proposals; to waive any defects, informalities, and minor irregularities; to award contracts; or cancel this RFP, if it is in the Town's best interest to do so.

Adam D. Gaudette  
Town Manager

Advertised in Central Register/Milford Daily –  
Pre-Bid Informational Session –  
Responses / Proposals due –

Wednesday, May 29, 2024  
Thursday, June 13, 2024  
Friday, July 19, 2024

## **Development Opportunity**

The Town of Northbridge (“Town”), acting by and through its Select Board and Town Manager, is providing an opportunity for qualified proposers (“Developer”) to purchase the Project Site (described below) for a business or similar-type development. The Town seeks proposals that demonstrate a sound business approach for the Project Site, outlining an achievable development plan. *Additional photos of the Project Site are included in Attachment B.*

The Town sees the redevelopment of the Project Site as an important compliment to the historic mill village of Rockdale. The Town recognizes that a development of this type may take some time to accomplish but cannot allow the project to languish, with no substantive progress being made or with material changes being made to the accepted proposal. Accordingly, the Project Site will be sold subject to a Development Agreement (described below) negotiated with the Developer with terms satisfactory to the Town and sufficient to assure the Town of the prompt completion of the project in accordance with the terms of the accepted proposal.

This transaction will be a disposition of an interest in real property owned by the Town and is subject to the provisions of M.G.L. c. 30B, §16. This request for proposals (“RFP”) is being issued pursuant to that statute. While the purchase price is an important part of any respondent’s proposal, the Town will also evaluate other factors including the experience of proposed Developer; its demonstrated success in design, construction and operation of business-type (if applicable) developments that would result in a viable use; experience with building restoration; and the proposed timing for the project.

### **1. Project Site**

The Town of Northbridge owns the approximately 0.19-acre Project Site located at 2305 Main Street. The Project Site is close to the Route 146 corridor via the Central Turnpike, which connects Providence and Worcester, with easy access to the Massachusetts Turnpike (I-90), which travels east to Boston and West to Albany. It is also located within the neighborhood downtown of the Village of Rockdale, a village commercial district with historic mill buildings, churches, retail, professional offices, and a community center. The Town intends to sell this property for redevelopment as a business or mixed-use project within the current zoning for this site.

The Fire Substation building was constructed in 1940 and consists of approximately 3,520 gross square foot of floor area, between the main-story and basement, and masonry construction resting on reinforced, concrete foundations. The one-story façade in front has brick veneer and includes three (3) vehicle bays that open to the street. The basement level is accessible due to the sloping grade from the rear of the building. Vertical circulation is provided by a single open staircase.

The first floor consists of approximately 1,760 square foot of living area which mainly consists of the apparatus bay with stairwell. The area does include wall-mounted items such as water coolers, pull boxes fire extinguishers, and electrical switches. The basement floor includes two upflush toilets and mechanicals and there is an above-ground fuel oil tank outside the rear basement wall. There is paved driveway access from the front of the building to the rear parking area and the distance of the front bays to the street allows for additional parking between the building and the right of way.

The Town completed the construction of a new Fire Station Headquarters in April of 2024, which allows for the Rockdale Substation to be considered “Municipal Surplus.” On May 7, 2024, the Northbridge Town Voters authorized the Northbridge Board of Selectmen to sell the property as they deem fit.



**2305 PROVIDENCE ROAD**

## **2. Development Considerations**

*Zoning.* The Project Site's underlying zoning is Business-1 (B-1), which allows many commercial uses, such as office, personal services, and food & drink establishments. Other uses may be allowed by Special Permit.

The building and lot appear to be conforming in terms of minimum lot size (1,000 sq ft), frontage (20 feet) and setbacks (none required).

Development proposals submitted to the Town under this RFP shall be consistent with the vision and purpose of the Zoning District described above. Proposed development must comply with all relevant Town Bylaws, including but not limited to the following permits and/or approval requirements:

*1. Other Required Municipal Approvals.* Portions of the rear of the property may be located within the Floodway and Floodplain Overlay District or within any permit-required conservation resource areas (wetlands) and any proposed work in those areas may require local and/or State approval. Depending on the final design proposed for the Project Site, some or all of the following approvals by various agencies of the Town may be required for the development and use of the property:

- Select Board: Liquor license, common victualler's license, and other licenses if needed.
- Planning Board: Site Plan Review may be a requirement; Special Permit approval may be required and other approvals within the planning board's approval process.
- DPW: Any new road opening permits, stormwater, water, sewer and similar permitting requirements.
- Board of Health: Hazardous materials, food sales and/or service and other applicable permits and requirements.

2. *Utilities:* The Project Site presently is supplied by town water, town sewer as well as natural gas and electric services. The Project Site has telephone service through Verizon and internet/cable service through Spectrum.
3. *Timing.* The Fire Station is vacant as of the spring of 2024 as the Fire Department has relocated its operations into the new headquarters located at 1681 Providence Road. The Town seeks to have redevelopment activities begin as soon as possible. *The proposed timing of a project will be a factor in the Town's evaluation.*
4. *No Façade Restriction.* The Town will NOT be placing a façade restriction on the Project Site. There will be no restriction to require that the exterior façade remain substantially as is presently. The Town will not restrict improvements such as the replacement of doors or windows with appropriate modern equivalents or other minor improvements to the main façade.

### **3. Prospective Developer's Due Diligence and M.G.L. c. 21E Site Disclosure**

Each prospective Developer is responsible for undertaking an independent review and analysis concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals and other development and legal considerations pertaining to the Project Site and the proposed business or mixed-use development.

The Town makes no representations or warranties, expressed or implied, as to the accuracy and/or completeness of the information provided in this RFP. Prospective Developers will be expected to undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, reuse potentials, and other development, ownership and legal considerations (including, but not limited to, any applicable public construction and/or fair wage laws).

All respondents are strongly encouraged to visit the Project Site before submitting a proposal. Anyone looking to submit a proposal should attend the **Pre-Bid Informational Session on Thursday, June 13, 2024 at 11 am at the Project Site**. The Project Site will be delivered "as is", without any warranty or representations by the Town with regard to existing conditions.

### **4. Development Agreement:**

As noted above, the Town sees the redevelopment of the Project Site as an important piece of Downtown Rockdale. The Town recognizes that a development of this type may take some time to accomplish but cannot allow the project to languish, with no substantive progress being made or with material changes being made to the accepted proposal.

Accordingly, the Town will dispose of the Project Site through one or more agreements (here collectively referred to as the "Development Agreement") negotiated with the Developer which, in the sole discretion of the Town, will be adequate to assure the Town that the project will be completed in a timely manner and in accordance with the terms proposed by the Developer and accepted by the Town.

A transaction structured as a lease-to-purchase arrangement, a conveyance at closing with a deed back to the Town held in escrow pending satisfactory completion of the project, or a land disposition agreement with appropriate terms would be acceptable to the Town. The Town is willing to consider such terms as may be proposed by a prospective Developer in this regard. The Town is also willing to consider an installment purchase price provision.

## 5. Schedule

<b>RFP issued</b>	<b>May 29, 2024</b>
<b>RFP Responses (Proposals) due</b>	<b>July 19, 2024 at 12:00 p.m.</b>
<b>Tentative Award*</b>	<b>On or about August 31, 2024</b>
<b>Execution of purchase contract *</b>	<b>On or about October 31, 2024</b>

\* *The Town does not guarantee these dates but will make every effort to achieve them to allow construction or alterations to commence during the 2025 construction season.*

All Proposals shall be deemed to be public record, within the meaning of M.G.L. Chapter 4, Section 7(26) after the Proposal Due Date.

## 6. Submission Requirements

All proposals must be submitted in accordance with the terms and conditions of this RFP to the Town Manager's Office, Attn: Adam Gaudette, Town Manager, Northbridge Town Hall, 7 Main Street, Whitinsville, MA 01588, no later than **12:00 p.m. on Friday, July 19, 2024.**

Prospective Developers shall submit an original and 6 copies of their Proposals in a sealed envelope together with a USB flash drive of the Proposal in .pdf format. Neither faxed nor emailed Proposals will be accepted. Envelopes shall be marked:

### **"Redevelopment Proposal for the Rockdale Fire Substation"**

Proposals may include any materials and information that the Developer determines are necessary to satisfy the requirements of this RFP. A prospective Developer may not correct, modify or substitute a submitted Proposal in any manner unless authorized by the Town in its sole discretion.

A complete proposal shall include the following:

- A. **Statement of Interest:** Provide a statement of proposer's interest in development of the project; highlights of the proposer's qualifications; a description of how the proposed concept addresses the objectives listed in this RFP; and a brief description of project team.
- B. **Applicant Qualifications:** Provide an organizational chart describing the entities and key personnel on the proposer's team, resumes for lead personnel, and a brief description of similar projects completed by the team or individual in the past ten (10) years.
- C. **Development Project Experience:** Provide one (1) example that demonstrates successful business or mixed-use projects in a downtown village environment as well as a list of all commercial or industrial development projects undertaken within the last ten (10) years. If the Developer intends to propose a mixed-use development or single use, provide examples of projects that incorporate multiple uses into the development. Please include the following information for each past project example: a) location and photographs; b) number of units, the mix of units, the unit sizes, number of square feet and any customer survey/satisfaction information; c) total development cost identifying the amount of debt and the amount of equity used to finance project and economic return(s) achieved;
- D. **A Conceptual Description of the proposed development that includes:**
  - Development program, including floor area for the specific types of uses that will be sought.

- Estimated ground coverage, height, and gross floor area of the buildings if alterations are being considered. Estimated square footage of existing building(s) to be razed and explanation of need, if applicable.
  - The number of commercial or industrial units proposed by size, tenure (whether rented or owned), level of affordability, and accessibility provisions, if any, beyond code compliance.
  - Description of how the proposed uses will relate programmatically to the surrounding land uses and the Town, identifying the basis for anticipating the degree to which the nonresidential uses will attract people to and thus enliven the vicinity.
  - Description of the physical design of the development in words, graphics, or both, including indication of site-specific conceptual layout, how parking is to be accommodated as divided among at-grade options and indication of points of access into the site for pedestrians, autos, and servicing trucks.
  - Project Schedule that sets out the anticipated time of commencement of construction, how work would be phased, length of likely construction, and identification of contingencies that might alter the timing.
- E. Financial Information that includes:
- Anticipated financial and management interests in the development;
  - Strategy for securing equity and financing;
  - Banking references;
  - Pro Forma.
- F. Price Proposal on Form set forth as Attachment C that includes the amount to be paid by the developer for purchase of the Project Site.
- G. RFP security in the amount of \$5,000.00. Such security shall be payable to the Town in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of its obligation to pursue and negotiate in good faith the project as anticipated in its proposal.
- All security of all proposers shall be retained until the execution and delivery of a Development Agreement with the Developer selected by the Town. At that time the security provided by all other proposers will be returned.
- The RFP security covers the Town for damages if a proposer were to withdraw its proposal after the submission date. Be advised that to the extent permitted by law the Town will retain all RFP security for withdrawn proposals.
- H. A disclosure of whether or not the proposed Developer and/or any of its principals, partners, co-ventures and/or subcontractors participating in the proposal or the project has been dismissed or disqualified from a bid or contract within the past five years, and if so, the reason(s) why.
- I. A disclosure of any conditions (bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect the developer's ability to perform contractually. If a joint venture, a disclosure is required for each partner in the joint venture.

Following the deadline for receipt, the Town Manager or his designee will open the Proposals and prepare a register of those developers or individuals submitting Proposals, which shall be made available for public inspection.

All proposals shall remain firm for one hundred twenty (120) calendar days from the proposal due date.

## **7. Proposal - Minimum Requirements**

In order to be considered for evaluation, the proposal must have met the RFP minimum requirements by providing the following with its proposal:

- The Proposal must be a Complete Proposal as defined in Section 7 above.
- At least one member of the Development Team or individual must have completed one comparable business or mixed-use development within the past ten (10) years.
- The key members of the development team or individual must each submit three (3) satisfactory references.
- RFP security in the amount of \$5,000.00
- The Developer must provide evidence of financial capacity to undertake the proposed development.
- Certificate of Non-Collusion. See Attachment D.
- Attestation - Certificate of Compliance with State Tax Laws, M.G.L. c. 62C, §49A. See Attachment E.
- Attestation – Disclosure Statement for Transaction with a Public Agency concerning Real Property M.G.L. c. 7C,s.38 (formerly M.G.L. c.7,s.40J) See Attachment G.

## **8. Proposal – Evaluation Criteria**

All proposals meeting the Minimum Criteria will then be evaluated based on the following Comparative Evaluation Criteria:

### **a. Consistency with Project Vision Described in RFP Introduction (“Development Opportunity”)**

- *Highly Advantageous:* Conceptual plan and description incorporates the Project Vision section. (8-10 points)
- *Advantageous:* Conceptual plan and description incorporates some of the Project Vision section. (5-7 points)
- *Unacceptable:* The project fails to include the desired attributes listed in the Project Vision section. (0-2 points)

### **b. Qualifications of Project Team**

- *Highly Advantageous:* Project Team or individual has successfully completed business and/or mixed-use projects of similar scope, including redevelopment of municipal properties, and has demonstrated a high likelihood to complete the Project successfully and in an expedited manner. (8-10 points)
- *Advantageous:* Project Team or individual has some development experience and has a reasonable likelihood of completing the Project acceptably and on time. (5-7 points)
- *Unacceptable:* Project Team or individual does not have documented experience with single or mixed-use redevelopment projects. (0-2 points)



c. **Project Feasibility, Including Ability to Obtain Financing**

- *Highly Advantageous:* Proposal includes details on committed tenants and financing. High likelihood that developer has the ability and the resources to complete its project in the manner proposed. (8-10 points)
- *Advantageous:* Reasonable likelihood that developer has the ability and the resources to complete its project in the manner proposed. (5-7 points)
- *Unacceptable:* Developer does not have the ability and the resources to complete its project in the manner proposed. (0 points)

d. **Project Timing**

- *Highly Advantageous:* Proposal includes a detailed timeline projecting the developer's ability to complete required permitting and begin construction as soon as possible after award. (8-10 points)
- *Advantageous:* Proposal includes a timeline demonstrating the developer's ability to begin construction within one year after purchase. (5-7 points)
- *Unacceptable:* Proposal includes a timeline without sufficient detail or the proposal does not include any timeline. (0-2 points)

e. **Purchase price**

- *Highly Advantageous:* Project Team or Individual has offered a responsible purchase price as part of the RFP. (8-10 points)
- *Less Advantageous:* Project Team or individual has offered less than reasonable purchase price as part of the RFP. (3-6 points)

**9. Evaluation Process**

The Project Development Contract will be awarded to the most advantageous proposer, as determined by the Town at its sole discretion. The evaluation process will be made in three phases:

(1) An initial review of each proposal will be made to determine whether all Minimum Requirements (Section 7 of this RFP) have been met. Any proposal not meeting those requirements will be eliminated from consideration.

(2) Proposals that satisfy the Minimum Requirements will be further evaluated in accordance with the Comparative Evaluation Criteria set forth in Section 8 of this RFP by the evaluators appointed by the Town.

(3) The evaluations will be reviewed in conjunction with the financial proposals, the results of any interviews and any additional information requested by the Town, on which basis the most advantageous proposer will be identified.

During the evaluation process, the Town reserves the right for any reason deemed appropriate by the Town to waive portions of the RFP; to waive any minor informality in a proposal; to request “best and final” offers; to reject any and all Proposals; to terminate this RFP; and/or to issue a new RFP.

The Town reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met or for any other reason in its sole discretion.

Within sixty (60) days of being selected, the Designated Developer shall provide to the Town:

- Development Agreement(s) as negotiated with and to the satisfaction of the Town, executed by the Developer.
- A deposit equal to 10% of the Purchase Price.
- A signed Disclosure Statement of Beneficial Interest in accordance with M.G.L. c.7, §40J.
- Any other documents as required by the Town.

If the required documents are not executed and submitted to the Town within the specified time, the Designated Developer’s selection will automatically expire, unless extended in writing by the Town at its sole discretion.

The Town reserves the right to negotiate with another proposer if the Designated Developer and the Town are unable to negotiate a final Development Agreement satisfactory to the Town in its sole discretion.

## **10. Rule for Award of Contract**

The RFP contract will be awarded to the most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in the RFP. Before awarding the RFP, the Town may request additional information from prospective developers or individual, and/or may require interviews.

## **11. Non-Applicability of Public Construction Laws**

It is the Town’s intent that any agreement resulting from this RFP shall be for a private development to which none of the laws and regulations applicable to public construction projects shall apply. The Town has established certain Proposal Minimum Requirements (See Section 7 herein), but otherwise the successful developer shall be responsible for the design and construction of its Project. The Town shall have the right to inspect the Project during construction for the purpose of assuring that construction is following the developer’s Proposal and not to modify the design or the manner of construction except to the extent any municipality might exercise its health, safety, and zoning powers for any private construction project.

## **12. Disclaimer/Reservation of Rights**

The Town makes no representations or warranties, expressed or implied, as to the accuracy and/or completeness of the information provided in this RFP. The Project Site will be disposed of to the Selected Developer in “AS-IS”, “WHERE IS” and with “ALL DEFECTS” without any representation, warranty or covenant of any kind whatsoever, and the successful developer shall agree to accept the Project Site in such condition without recourse to the Town of any kind or for any reason whatsoever.

The Town reserves the right to extend the deadline for submission of Proposals, to request supplementary information, to conduct interviews with any or all of the developers submitting proposals, to waive minor informalities, and to reject any or all proposals, in whole or in part, if in its sole judgment the best interests

of the Town would be served in doing so. The Town will reject any and all proposals when required to do so by applicable law.

The Town reserves the right to negotiate any and all terms of a Development Agreement (Purchase and Sale Agreement or other agreement with the Designated Developer). If such negotiations cannot be concluded successfully with the Designated Developer, the Town may choose to negotiate an agreement with the next Designated Developer from the pool of proposers, to terminate this RFP process, or to begin a new RFP process.

Execution of a Development Agreement with the Town for the Project Site in no way constitutes satisfaction of any applicable Town bylaws nor guarantees issuance of any required Town permit, including a special permit/site plan approval or liquor license.

**ATTACHMENT A**  
**PROPERTY INFORMATION**

**ATTACHMENT B**  
**PROPERTY PHOTOS**

**ATTACHMENT C**

**FORM FOR PRICE PROPOSAL**

**The undersigned having fully examined, read, and in understanding of the request for proposal (RFP) for this contract and being familiar with all of the conditions surrounding the project and sale of the 2305 Providence Road Fire Substation offers the following sale price as described below:**

**Price offered = \$** \_\_\_\_\_

**Price offered in words =** \_\_\_\_\_

The Undersigned agrees that, if he/she is selected as the highest ranking proposer, they will within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after, execute a Contract in accordance with the terms of this RFP.

The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity.

The Undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing business in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of Chapter twenty nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned further agrees that he or she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

The undersigned furthermore agrees that by submitting this proposal it fully understands the proposal specifications, terms and conditions as outlined in this document.

**Company Information:**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

E-Mail \_\_\_\_\_

FID # \_\_\_\_\_

**Signature for Individual**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Name and Title of Individual Authorized to Sign

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

**Signature for Partnerships (must be signed by ALL general partners)**

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Partner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Partner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Partner

\_\_\_\_\_  
Signature

**Signatures for Corporation**

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Duly Authorized Company Officer

\_\_\_\_\_  
Signature

Corporate Seal (affix below)

\_\_\_\_\_  
FID Number

\_\_\_\_\_  
Signature of Clerk





**ATTACHMENT E**

**STATEMENT OF TAX COMPLIANCE**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties

of perjury that \_\_\_\_\_ has fully complied with all laws of the  
Name of Entity

Commonwealth of Massachusetts relating to the payment of taxes.

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

Address: \_\_\_\_\_

\_\_\_\_\_

Social Security or  
Federal Identification Number: \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

Seal (If by Corporation):

**ATTACHMENT F**

**CERTIFICATE OF AUTHORITY**  
**(Corporations Only)**

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_  
Name of Corporation

it was VOTED that \_\_\_\_\_ of this company is authorized to  
Name and Title

execute contracts and bonds in the name of and on behalf of this company, and affix its corporate seal hereto; and such execution of any contract obligation in this company's name and on its behalf, said obligation to be valid and binding upon this company.

A True Copy Attested,

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

I hereby certify that I am the clerk of \_\_\_\_\_; that the  
Name of Corporation

above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Name of Clerk: \_\_\_\_\_ Corporate Seal:

**ATTACHMENT G**

**DISCLOSURE STATEMENT FOR TRANSACTION  
WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY**  
**M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

\_\_\_\_\_ Lessor/Landlord

\_\_\_\_\_ Lessee/Tenant

\_\_\_\_\_ Seller/Grantor

\_\_\_\_\_ Buyer/Grantee

\_\_\_\_\_ Other (Please describe): \_\_\_\_\_

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

NONE: \_\_\_\_\_

NAME

POSITION

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

(9) This Disclosure Statement is hereby signed under penalties of perjury.

\_\_\_\_\_  
PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

\_\_\_\_\_  
AUTHORIZED SIGNATURE of DISCLOSING PARTY

\_\_\_\_\_  
DATE (MM / DD / YYYY)

\_\_\_\_\_  
PRINT NAME & TITLE of AUTHORIZED SIGNER

## **ATTACHMENT H**

### **CHECKLIST**

Attachment A – Property Information \_\_\_\_\_

Attachment B – Property Photos \_\_\_\_\_

Attachment C – Price Proposal \_\_\_\_\_

Attachment D – Non-Collusion Statement (signed) \_\_\_\_\_

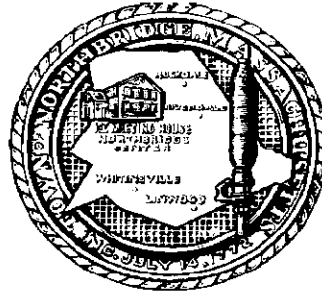
Attachment E – Tax Compliance Statement (signed) \_\_\_\_\_

Attachment F – Certificate of Authority (if applicable) \_\_\_\_\_

Attachment G – Disclosure Statement \_\_\_\_\_

Attachment H – Checklist \_\_\_\_\_

Addenda Acknowledgement (if applicable) \_\_\_\_\_



## **NORTHBRIDGE SAFETY COMMITTEE**

March 20, 2024

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

Dear Board of Selectmen:

The Northbridge Safety Committee met **WEDNESDAY MARCH 20, 2024** at the Police Department. In attendance: Timothy Labrie, George Murray, Jamie Luchini, Richard Wetherbee and Robert Knapik.

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

Timothy Labrie called the meeting to order at 10:02 a.m.

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

Upon motion duly made (Murray) Safety Committee voted to uphold the meeting minutes of February 28, 2024. All in favor. Jamie Luchini abstained.

### **III. CORRESPONDENCE & COMMUNICATIONS**

- The January Safety Committee minutes will be presented to the Northbridge Board of Selectman on March 25, 2024.
- Resident was concerned about the amount of accidents on the corner of Benson Road and Providence Road (Rte. 122). Timothy Labrie and Jamie Luchini recommended a flashing stop sign be placed on Benson Road @ Rte. 122. George Murray motioned, all in favor.

### **IV. 1 PLUMMERS CORNER: PROPOSED REDESIGN/ CONCEPT PLAN**

Robert Knapik, PE Allen Engineering & Associates Inc, was hired by Gaudette Insurance to reconfigure the parking and traffic flow at 1 Plummers Corner. Plans are in the early design stages and this is an information meeting only prior to submitting plans to the Planning Board. Plans presented are to eliminate the two

entrance/exits on the Church Street side and make the parking lot along Church Street a one way. The diagonal parking spaces in front of Gaudette Insurance would be moved from along the building to diagonal spaces abutting Church Street. A one way entrance and a one way exit would be added off of Plummer Park. The two way entrance/exit would remain in place into the parking lot from Rte. 122.

George Murray had concerns that the drive thru to Stephanie's would back up and cause a traffic issue with cars pulling into the lot from Plummer Ave and this would add to more traffic on Rte. 122.

George Murray suggested adding a handi cap spot to the 10 spaces in front of Gaudette Insurance along with the one on the plans to the side of the building.

Timothy Labrie suggested making sure there was adequate signage on Church Street showing drivers where to go.

## V. OLD/ NEW BUSINESS

### A.) STATUS OF ACTION

- Linwood Avenue- Complete Streets Final Design. Jamie Luchini stated the final plans with the safety committee recommendations were presented to the traffic consultants. They recommend removing the 3<sup>rd</sup> crosswalk by the cemetery to bring the plans up to state code.

### B.) TOWN PROJECTS

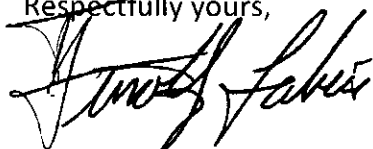
- Main Street Causeway -Municipal Vulnerability Program /MVP Project – status update on design phase.
- Carpenter Road Causeway -Municipal Vulnerability Program /MVP Project – status update on design phase.
- Church Avenue – Roadway & Infrastructure Reconstruction Project (CDBG) – status update, waiting on funding to be approved.

**Next meeting is scheduled for April 17, 2024 @ 10:00 am.**

## VIII. ADJOURNMENT

Timothy Labrie motioned the adjournment of the meeting at 10:34 a.m. 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