

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
VIRTUAL MEETING USING ZOOM
July 20, 2020 at 7:00 PM**

NORTHBRIDGE TOWN CLERK

JUL 16 2020

RECEIVED

The public is invited to attend/join this meeting from your computer, phone or tablet.

Join Zoom Meeting:

<https://us02web.zoom.us/j/89853727076?pwd=czhVTEc1cmxHd3FZS29nZXlac2FjZz09>

Meeting ID: 898 5372 7076

Password: 384396

Dial by Phone: 1-646-558-8656

Please mute your microphone unless you are speaking or want to speak. Inappropriate comments and/or disruptive behavior will result in immediate dismissal.

- I. Call Meeting to Order:** Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order concerning imposition on strict limitations on the number of people that may gather in one place, meetings of the Northbridge Board of Selectmen will be conducted via remote participation to the greatest extent possible. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings as provided for in the Order.

REORGANIZATION OF THE BOARD OF SELECTMEN:

- 1) Town Manager asks for Nominations for Chairman**
- 2) Chairman asks for Nominations for Vice-Chairman**
- 3) Chairman asks for Nominations for Clerk**

II. APPROVAL OF MINUTES

III. PUBLIC HEARING

IV. APPOINTMENTS/By the Board of Selectmen:

- A. Election Officers:** Democrat, Republican and Unenrolled/Vote to appoint
- B. Building, Planning and Construction Committee:** H. Warren Fairbanks III/Vote to appoint
- C. Super Records Access Officer and Board of Registrars:** Linda Zywiem, Acting Town Clerk
- D. Selectmen Designees:** Present List for August 17, 2020 Meeting Appointments

V. CITIZENS' COMMENTS/INPUT

VI. DECISIONS:

- E. United Presbyterian Church, 51 Cottage Street, Whitinsville, MA/Application for a Weekday Entertainment License for Worship Services with Live Music on Church grounds on Wednesdays from 6 PM to 7 PM as follows: August 5, 12, 19, 26 and September 2, 9, 16, 23, and 30. Present: Leslie Recheirt**
- F. Soorp Asdvadzadzin Armenian Apostolic Church, 315 Church Street, Whitinsville, MA/Request for monument at Pine Grove Cemetery commemorating the Armenian Community Present: Peter Bedigian**

- G. End of Year Transfers/Vote to transfer funds to balance the FY2020 Employment Benefits Line (Additional Medicare Costs). Present: Town Accountant Neil Vaidya.**

H. Blackstone Valley Regional Recycling Center/Vote to renew the Intermunicipal Agreement for Recycling Services and the License Agreement between the Town of Northbridge and the Blackstone Valley Regional Recycling Center for the period of July 1, 2020 to June 30, 2021.

I. Conservation Agent Services/Vote to renew the Intermunicipal Agreement for Conservation Agent Services between the Town of Northbridge and the Town of Upton for the period of July 1, 2020 to June 30, 2023.

J. Membership in the Central Massachusetts Regional Stormwater Coalition/ Vote to renew the Intermunicipal Agreement for Stormwater Management Services between the Town of Northbridge and the Town of Spencer for the period of July 1, 2020 to June 30, 2025.

K. Fall Annual Town Meeting [October 27, 2020]/Vote to close the warrant on Friday, August 28, 2020 at Noon

VII. DISCUSSIONS

VIII. TOWN MANAGER'S REPORT

IX. SELECTMEN'S CONCERNS

X. ITEMS FOR FUTURE AGENDA

XI. CORRESPONDENCE

XII. EXECUTIVE SESSION

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



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


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

A.
Linda B. Zywień, CMC
Acting Town Clerk
lzywień@northbridgemass.org

MEMORANDUM

DATE: July 14, 2020

TO: Sharon Susienka, Exec. Asst. to the Town Manager

FROM: Linda B. Zywień, Acting Town Clerk
Board of Registrars 

SUBJECT: List of Election Officials

Per your request, attached please find a list of registered voters who, in my opinion, are qualified to act as Election Officers. I request that they be appointed by the Board of Selectmen at their next meeting, July 20, 2020.

Thank you.

TOWN OF NORTHBRIDGE

List of Election Officials - UNENROLLED

Submitted to Board of Selectmen July 20, 2020

Allen	Linda	323 Purgatory Rd	Election worker
Audette	Denise	24 Prunier St	Election worker
Bedigian	Jayne	100 Rocky Road	Election worker
Belanger	Karen	556 Carpenter Rd.	Election worker
Beqiri	Jessica	1005 Marston Rd	Election worker
Bergeron	Kathleen	100 Providence Rd	Election worker
Berry	Tracy	2171 Providence Rd #3	Election worker
Bishop	Marlene	309 Hill St	Election worker
Bonneau	Edward	56 Prescott Rd	Election worker
Briand	Maureen	158 Linwood Ave	Election worker
Brouillard	John	139 Cooper Rd	Election worker
Costanza	Eric	68 Brian Cir	Election worker
Cotterell	Edward	373 Mendon Rd	Election worker
Creaser	Margaret	299 Swift Rd	Election worker
Cronin	Daniel	95 Mendon Rd	Election worker
Crooker	Linda	2 Chestnut St #212	Election worker
Damico	Erika	444 Main St.	Election worker
DeJordy	Mary	1759 Providence Rd	Election worker
Dickert	Harold	42 Edmonds Cir	Election worker
Dickert	Joan	42 Edmonds Cir	Election worker
Ducharme	Doris	64 Heritage Dr	Election worker
Dumont	Ronald	173 North Main St	Election worker
Durso	Stephen	549 Hill St	Election worker
Farley	Anne	401 Cooper Rd	Election worker
Forgit	Denise	220 Heritage Dr	Election worker
Forst	Rainer	33 Eisenhower Dr	Election worker
Foster	Amanda	693 Fowler Rd	Election worker
Gagnon	Elizabeth	21 Stoney Brook Dr	Election worker
Green	Susan	118 Clubhouse Ln	Election worker
Greene	Sheryl	68 Jon Cir	Election worker

TOWN OF NORTHBRIDGE

List of Election Officials - UNENROLLED

Submitted to Board of Selectmen July 20, 2020

Hill	James	240 Roosevelt Dr	Election worker
Kurowski	Sharon	82 Plummer Ave	Election worker
Lafleur	Paula	138 North Main St	Election worker
Lafleur	Richard	138 North Main St	Election worker
Lamereaux	Kathryn	30 Kingsnorth St	Election worker
LeBlanc	Jeanne	18 Del Ray Gardens	Election worker
Lemoine	Barbara	733 Highland St	Election worker
Malkasian	Claire	57 Prospect St	Election worker
Mantoni	Deborah	95 Goldthwaite Rd	Election worker
March	Sandra	28 Acorn Rd	Election worker
Massey	Diane	73 Heritage Dr	Election worker
McCarthy	Kathleen	34 Carpenter Rd	Election worker
Miedema	Kathleen	84 Kerry Ln	Election worker
Miedema III	David	84 Kerry Ln	Election worker
Miller	Elaine	91 Deane Way	Election worker
Minichiello	Paula	50 Plummer Park	Election worker
Morancy	Pat	94 Heritage Dr	Election worker
Morris	Virginia	37 Leland Rd	Election worker
Murray	George	43 Spruce St	Election worker
Murray	Janyce	18 Heritage Dr	Election worker
Nicoletti	Sheryl	244 Samuel Dr	Election worker
Nye	Steven	233 North Main St	Election worker
O'Meara	Margaret	78 Hillview Ln	Election worker
O'Neill	Dan	81 Heritage Drive	Election worker
Pierel-Doucette	Marie	68 North Main St	Election worker
Pierre-Louis	Dickens	205 Main St, #B	Election worker
Potenza	Patricia	12 Linkside Ct	Election worker
Pratt	Donna	40 Church Ave.	Election worker
Quigley	Lucia	11 Sheryl Dr	Election worker
Ramian	John	706 Sutton St	Election worker
Redfield	Addison	91 Deane Way	Election worker
Roper	Anne	231 Sandtrap Ct	Election worker

TOWN OF NORTHBRIDGE

List of Election Officials - UNENROLLED

Submitted to Board of Selectmen July 20, 2020

Roy	Kathy	41 Hillview Ln	Election worker
Sullivan	Ronald	37 Jessica Way	Election worker
Susienka	Sharon	1467 Hill St	Election worker
Talbot	Deborah	102 Heritage Dr	Election worker
Trombino	Marguerite	36B Cottage St	Election worker
Unser	Susan	74 Dover Dr	Election worker
Valdivia	Kathleen	19 Forest St	Election worker
Verducci	David	135 Rebecca Rd	Election worker
White	Ronald	88 North Main St.	Election worker
Wildfeuer	Justine	50 Lincoln Cir	Election worker
Woupio	Allen	65 Violette Cir	Election worker
Young	Kenneth	77 Hillview Ln	Election worker
Young	Sandra	77 Hillview Ln	Election worker

TOWN OF NORTHBRIDGE

List of Election Officials - **DEMOCRATS**

Submitted to the Board of Selectmen June 28, 2019

Calnan	Barbara Jean	27 C St	Election worker
Campo	Pamela	95 Lovelace Ln	Election worker
Conlee	Pauline	1068 Hill St	Election worker
Cota	Carolyn	17 Douglas Rd #309	Election worker
Daly	Daniel J.	127 Lovelace Ln.	Election worker
D'Amato	Linda	63 Gill Ct.	Election worker
DeForest	Mary	28 Heritage Drive	Election worker
DeForest	Wayne	28 Heritage Drive	Election worker
Gallagher	Joyce	153 Heritage Dr	Election worker
Gogolinski	Lisa	442 Douglas Rd	Election worker
Hughes	Tersilia	900 Providence Rd	Election worker
Joubert	Kathleen	37 High St	Election worker
Kalousdian	Jeffrey	437 Church St	Election worker
Krupsky	John Jr.	22 Clover Hill Rd	Election worker
Kuras	Evelyn	1282 Quaker St	Election worker
Laflash	Clement	145 S. Main St	Election worker
LaSala	Patsy	43 Walker St	Election worker
LeCour	Pauline	698 Highland St	Election worker
Lyman	Agnes	20 Water St	Election worker
McCaughey	Joan	71 Heritage Dr	Election worker
Murray	Paul	18 Heritage Dr	Election worker
Nordstrom	Kelly	989 Main St	Election worker
Nowlan	Elaine	63 School St #403	Election worker
Peloquin	Joseph Sr.	38 Gelinias Ave	Election worker
Planas-Merced	Damian	205 Highland St	Election worker
Potty	David	72 Stoney Brook Dr	Election worker
Potty	Mary	72 Stoney Brook Dr	Election worker
Raymond-Jordan	Laurine L	572 Church St	Election worker
Rizzo	Peter	61 Brenda Dr	Election worker

TOWN OF NORTHBRIDGE

List of Election Officials - **DEMOCRATS**

Submitted to the Board of Selectmen June 28, 2019

Sheehan	Joan	117 Heritage Dr	Election worker
Spencer	Pamela	164 Heritage Dr	Election worker
Tessier-Woupio	Diane	65 Violette Cir	Election worker

TOWN OF NORTHBRIDGE

List of Election Officials - REPUBLICANS

Submitted to the Board of Selectmen July 20, 2020

Berghuis	Jennie	36 Edmonds Cir	Election worker
Bloem	Helena	335 Purgatory Rd	Election worker
Boucher	Irene	934 Providence Rd	Election worker
Brouwer	Susan M	14 Lea Ave	Election worker
Canoy	Shannon	114 Conservation Dr	Election worker
Canoy	Jonathan	114 Conservation Dr	Election worker
Canoy	Joseph	114 Conservation Dr	Election worker
Ebbelling	Ahleen	31 Henry St	Election worker
Favata	Philip	27 Forest St	Election worker
Frieswick	Bruce	32 Highland St	Election worker
Furrey	James	173 East St	Election worker
Gobar	Paula	38 Rachel Ln	Election worker
Hendon	Allen	50 Dover Dr	Election worker
Jorritsma	Florence	1076 Hill St	Election worker
Koopman	Priscilla	1 Wolfe Hill Rd	Election worker
Letscher	John	146 Jon Cir	Election worker
Lewis	Susan	10 Edmonds Cir	Election worker
Newton	Neil	21 Spruce St	Election worker
Norris (Sr.)	Thomas	170 Morgan Rd	Election worker
Partridge	Mary	275 Purgatory Rd	Election worker
Pietruszka	Thomas	320 Moon Hill Rd	Election worker
Sacco	Susan	845 Hill St	Election worker
Snow	Carol	28 June St.	Election worker
Stefancyk	Denise	379 Linwood Ave	Election worker
Uthoff	Judith	128 Clubhouse Ln	Election worker
VanderBaan	Kathryn	71 Swift Road	Election worker
VandeWerken	Joel	255 Goldthwaite Rd	Election worker
Woeller	Laura	68 Theresa Cir	Election worker

TOWN OF NORTHBRIDGE

List of Election Officials - OTHER PARTIES

Submitted to the Board of Selectmen June 28, 2019

McKinney	Alan	67 Fowler Ave	Election Worker	United Independent Party
Schuster	Melissa	42 Riverdale St	Election Worker	United Independent Party
Simonian	Christina	7B Colonial Dr.	Election Worker	United Independent Party
Guido	Maureen	670 Linwood Ave #216	Election Worker	Mass. Independent Party
Streeter	Judith	44 East Street - Unit A	Election Worker	Mass. Independent Party
Leeman	Laurie	1277 Quaker St.	Election Worker	American Independent Party

BOS Agenda
11.30.20
B.

TALENT BANK APPLICATION

please return to:

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

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

*yes, per
Town Clerk
6.23.20*

Date: 6/23/2020

Name H. Warren Fairbanks III

P. O. Box _____

Home Address 55 Jefferson Ave

Email Address hwfairbanks@gmail.com

Telephone ~~508-688-6888~~ **Cell** same

Business retired

Address _____ **Tel.** _____

Current Occupation/Title retired

Education MBA from Anna Maria, BS engineering from WPI

Governmental, Civic & Community Activities Please refer to attached resume.

Charitable & Educational Activities Please refer to attached resume.

Town Committees or Offices Please refer to attached resume.

I am interested in the following Committees: Building, Planning and Construction

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

NAME: H. Warren Fairbanks

PRECINCT# 2

TOWN OF NORTHBRIDGE

COMMITTEE INTEREST (Indicate Committee preference)

- | | |
|--|----|
| 1. Building, Planning and Construction | 4. |
| 2. | 5. |
| 3. | 6. |

Present Interest or business affiliation (dates, places)

Retired. Please refer to attached resume.

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

Special skills and education (be specific)

MBA and BS in engineering. Registered Professional HVAC engineer. MCPPO certified.

How experience relates to particular committee interest

I managed public construction projects for the State of MA for 28 years.

ADDITIONAL COMMENTS:

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

H. Warren Fairbanks III

~~xxxxxx~~ Jefferson Avenue
Northbridge, Massachusetts 01534
~~508-889-6896~~
~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~

Summary

- Massachusetts Licensed Registered Professional Engineer (PE) since 1983
- BS in Civil Engineering from WPI and an MBA degree from Anna Maria College.
- Forty years of experience in facilities management, construction management, and consulting engineering for educational, municipal, scientific, hospital, industrial, commercial, and residential projects.
- Twenty-eight years working in facilities management for Massachusetts higher education institutions.

Experience

2017 – Present; *Commonwealth of Massachusetts*
Framingham State University, Framingham MA

Associate Vice President of Facilities and Capital Planning Emeritus

Retired. Acting as a consultant to Framingham State University for construction project management and budgeting.

2005 – 2017; *Commonwealth of Massachusetts*
Framingham State University, Framingham MA

Associate Vice President of Facilities and Capital Planning

Reporting to the Senior Vice President for Administration, Finance, and Technology, responsible for the management of the University facilities and capital construction. The physical campus consists of 1,240,000 GSF in 23 academic buildings and 7 dormitories housing 1,900 resident students on 52 acres of land. The University educates approximately 4,500 full time undergraduate students and 2,000 graduate students.

The Facilities department staff includes 82 employees, comprising of tradesman, grounds crew, custodians, steam power plant operators, and seven professional staff.

Areas of facilities operations responsibility include:

- Environmental health and safety
- Building maintenance
- Custodial services
- Building security and life safety systems
- Energy procurement
- Climate Action Plan creation and implementation
- High pressure steam power plant and utility infrastructure
- Furniture procurement
- Grounds and parking lot maintenance
- Mail room, store room, and inventory control
- Property acquisition

Areas of direct capital planning responsibility include;

- Meet with constituents of the University to determine facility related needs and solutions that account for budget restraints, academic scheduling, student, faculty, staff health and safety, and the improvement of the teaching and learning environment for faculty and students.
- Manage all aspects of the University’s capital planning and construction activities. Annual bonded construction expenditures were approximately \$22 million per year. Past projects

included a \$35 million 310 bed residence hall, a \$70 million science facility renovation and addition, a \$2.5 million sports complex upgrade, and a \$2 million parking facility, Multiple HVAC, electrical, and infrastructure renovations and improvements.

- Prepare project studies, plans, specifications and contracts for repairs, renovation, and new facilities at the University procured by the University operating fund, approximately \$2 million per year.
- Serve as the University's representative to assure the highest quality and effectively communicate the needs of the University during the study, design, and construction of major construction projects managed by the Division of Capital Asset Management and Maintenance, the Massachusetts State University Building Authority, and other state agencies or authorities.
- Coordinate and manage the work of consulting Architects and Engineers in the preparation of plans and specifications for capital projects funded by the University or with money transferred to the University.
- Management of a system that controls the advertisement, solicitation, and award of construction bids in accordance with the applicable bidding laws, requirements, and state procedures.

1998 – 2005; *Commonwealth of Massachusetts*
Framingham State University, Framingham MA

Director of Engineering Services and Assistant Director of Facilities Operations

- Prepared the yearly and five-year University capital plans and dormitory deferred maintenance plan.
- Prepared analysis and justification documentation for advocating for capital funding.
- Communicated to the University Community on a regular basis regarding the planned and on-going construction activities in order to keep people informed and facilitate coordination with events.
- Represented the University's interests during project planning, design and construction meetings with the State Department of Capital Asset Management (DCAM) on state funded projects to assure the highest quality of design and construction and effectively communicate the needs of the University during the study, design, and construction of major construction projects.
- Prepared project studies, engineering design, plans, specifications and contracts for small projects at the University, including parking lots, HVAC improvements, interior renovations, masonry repairs and other deferred maintenance projects.
- Represented the University during Conservation Committee meetings for work that impacts the wetlands.
- Managed a system that controls the advertisement, solicitation, and award of construction bids in accordance with the applicable Massachusetts bidding laws, requirements, and procedures.
- Developed and maintain an electronic database of campus buildings and site plans in AutoCAD 2005 format.

1997 – 1998; *Commonwealth of Massachusetts*
Quinsigamond Community University, Worcester MA

Director of Facilities and Engineering

- Capital planning and budgets, engineering design, preparation of contract documents, bidding, and project management of all phases of design and construction for renovation projects on campus.
- Responsible for all aspects of facility management for the 275,000 square feet of buildings and 53 acres of grounds on the campus.

- Responsible for DEP and EPA reporting and record keeping of all environmental issues present on the University campus, including asbestos abatement, oil tank removal, stack emissions, arsenic contamination of soil, and other issues.
- Developed a University web-based work order management system using MS Access to provide timely reporting, response, and accountability to University faculty and staff for daily work order requests and function management.
- Represented the University in planning and design meetings and advocated for the state funding of a new 15 million-dollar LRC building.

1988 – 1997; *Commonwealth of Massachusetts*
Quinsigamond Community University, Framingham State University, and
Worcester State University.

Assistant Dean of Engineering Services

Responsibilities included capital planning and budgets, engineering design, preparation of contract documents, bidding, and project management of all phases of design and construction for renovation projects on the three University campuses.

- Examples of projects personally designed, with construction value indicated, include:
 - Framingham State University: High Pressure Steam Distribution \$275,000.
 - Framingham State University: Oil Tank Replacement \$300,000
 - Quinsigamond Community University, Steam Trap Replacement \$75,000
 - University Of Mass., Lowell, Oil Tank Replacement \$250,000
 - Worcester State University Student Center, 175 Ton Chiller \$78,000
 - Worcester State University, LP Steam Boiler Replacement \$125,000

1985 – 1988; *Asfour Associates, Inc., Worcester, MA*

Senior Mechanical Engineer for consulting engineering firm.

- Responsibilities included HVAC engineering design, project management, budgets, marketing, client interface and specifications.
- Example projects as engineer of record, with HVAC value indicated, include:
 - Boston University, Facility Maintenance And Shops Building \$1,200,000
 - Tufts University Veterinary School, Building Renovation For Biotech, Lab Spaces \$150,000

1983 – 1985; *Tucker and Rice, Inc., Worcester, MA*

Project Manager for mechanical engineering and construction company.

- Responsibilities included HVAC engineering design, project planning, project management, estimating and budgets, client interface, and specifications.

1977 – 1983; *Thermo Engineering, Inc., Worcester, MA*

Project Engineer for mechanical engineering and construction company.

- Responsibilities included HVAC engineering design, project planning, project management, estimating and budgets, client interface, and specifications.

Education

Masters in Business Administration, Anna Maria University, Paxton, MA, 1984.

Bachelor of Science, Civil Engineering, Worcester Polytechnic Institute, Worcester, MA, 1976.

Professional Licenses

Registered Professional Engineer (HVAC) by 16-hour examination in Massachusetts, 1983.

Registered Professional Engineer by Reciprocity in Rhode Island and New Hampshire.

Professional Certification

Certified in Plumbing Engineering (CIPE) by the American Association of Plumbing Engineers; by examination, 1988.

Massachusetts Certified Public Purchasing Official, 2006.

Professional Affiliations

Member - American Society of Heating, Refrigeration and Air Conditioning Engineers, 1983

Member - Association of Physical Plant Administrators of Universities, 1988

Member- NFPA, 1998

Community Service

Corporator; Unibank for Savings, Whitinsville MA

Past Corporator; Whitinsville Social Library, Whitinsville MA

Past President and Trustee, Whittin Community Center, Whitinsville MA

Past President, Blackstone River Watershed Association

Member of the founding Blackstone River Valley National Heritage Corridor Commission, 1989



Adam D. Gaudette
Town Manager

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

D.

MEMORANDUM

DATE: July 14, 2020

TO: Board of Selectmen

FROM: Sharon L. Susienka, Exec. Asst. to the Town Manager *S. Susienka*

CC: Adam D. Gaudette, Town Manager

SUBJECT: BOS Representation on various Boards / Committees

As you know, the Select Board has designees sitting on various Boards and Committees of the Town. Thus, now that the Annual Town Election is complete and the fact that the Board is scheduled to reorganize at its July 20th meeting, this is a good time to review the list below and then be prepared to appoint your designees at the next Selectmen's meeting, August 17, 2020.

- **TRUSTEES OF SOLDIERS' MEMORIALS – BOS Chairman is the Ex-Officio per MGL Chapter 41, Sec. 105**
- **CHARTER REVIEW COMMITTEE – 2 DESIGNEES**
- **EARTH REMOVAL BOARD – 1 DESIGNEE / Currently Selectman Ampagoomian**
- **ECONOMIC DEVELOPMENT COMMITTEE – 1 DESIGNEE / Currently Selectman Melia**
- **OPEB COMMITTEE [Other Post-Employment Benefits Comm.] – 1 DESIGNEE / Currently Selectman Ampagoomian**
- **OPEN SPACE & RECREATION UPDATE COMMITTEE / Currently Selectman Ampagoomian**
- **SCHOOL BUILDING COMMITTEE / Currently Selectman Cannon**

In addition, the Board also had representatives on the Green Committee, Solar Energy Committee, Housing Partnership Committee, and the NPDES Stormwater Discharge Permit Advisory Committee, however, those committees have been inactive for quite some time and are no longer needed. Therefore, it is recommended that the Board vote to disband them. Should the need for any of those particular committees arise in the future, the Board can always vote to re-establish them.

E. Phone: 508-234-8220

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF NORTHBRIDGE

(church office,
508-320-5123
(applicant))

APPLICATION FOR ENTERTAINMENT LICENSE [WEEKDAYS ONLY]

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto

NAME OF APPLICANT, FIRM, OR CORPORATION: United Presbyterian Church @ Whitinsville

TO: Obtain an Entertainment License for:

Type: (Check all that apply):			
<input type="checkbox"/> Concert	<input type="checkbox"/> Dance	<input type="checkbox"/> Exhibition	<input type="checkbox"/> Cabaret Public Show
<input type="checkbox"/> Live band	<input checked="" type="checkbox"/> Other: <u>Praise Worship Service</u>		
Includes:			
<input type="checkbox"/> Dancing by patrons	<input type="checkbox"/> Dancing by entertainers or performers	<input type="checkbox"/> Recorded music	
<input checked="" type="checkbox"/> Live music	<input checked="" type="checkbox"/> Amplification System (small)	<input type="checkbox"/> Floor show	
<input type="checkbox"/> Light show	<input type="checkbox"/> Theatrical exhibition, play or moving picture show	<input type="checkbox"/> Other dynamic audio or visual show (whether live or recorded)	
<input type="checkbox"/> INDOOR		<input checked="" type="checkbox"/> OUTDOOR	<input type="checkbox"/> BOTH

GIVE LOCATION BY STREET AND NUMBER:

AT: 51 Cottage St Whitinsville MA (church # grounds)
in said Town of Northbridge in accordance with the rules and regulations made under authority of said Statutes.

Please check the day(s) and list the hours of the proposed entertainment

Sunday**

- Monday: _____
- Tuesday: _____
- Wednesdays: 6:00 - 7:00 PM July/Aug. Sept.
- Thursday: _____
- Friday: _____
- Saturday: _____

Print Name: Gayle Shannon


Address: XXXXXXXXXXXX

City: Uxbridge MA

State, Zip: MA 01569

Official Use:	
Received: _____	_____
(Date)	(Time)

Date License Granted	



(Signature of Applicant)

**Please note a separate application is needed for Sunday Entertainment



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/10/2020

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 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).

PRODUCER EMERY & WEBB INC 16512468 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 FAX (888) 443-6112 (A/C, No, Ext): (A/C, No):	
	E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC#	
INSURED United Presbyterian Church 7 SPRING ST WHITINSVILLE MA 01588-1409	INSURER A: Hartford Accident and Indemnity Company 22357	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <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	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	16 WEC AG9NNE	07/13/2020	07/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE -EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

United Presbyterian Church
 at Whitinsville
 7 Spring Street
 Whitinsville MA 01588

CANCELLATION

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

Susan S. Castaneda

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The Commonwealth of Massachusetts

EDWARD J. CRONIN

Secretary of the Commonwealth

Boston, JUL 25 1957

I hereby Certify, that the foregoing is a true photostatic copy of the record
Certificate of Incorporation of

United Presbyterian Church of Whitinsville, Massachusetts

and under the provisions of chapter three hundred and seventy-five of the Acts of
the year eighteen hundred and seventy-four.

Witness the Great Seal of the Commonwealth.

Edward J. Cronin

EDWARD J. CRONIN

Secretary of the Commonwealth.

Arthur J. Hassett

Deputy Secretary.



12-54-918851

Amended Laws:
Law Chap 180, Sec 2 Purposes

I have complied with the provisions of the statutes of this Commonwealth in such case as
provided, as appears from the Certificate of the President, Treasurer, and Directors of
Incorporation, duly approved by the Commissioner of Corporations, and recorded in this office:

Now, therefore, I, *Wm B. Pierce*, Secretary of the Commonwealth
Massachusetts, do hereby Certify that said *A. J. Hassett*

That the first meeting of the subscribers to said agreement was held on the 4th day of October in the year eighteen hundred and seventy-seven.

In WITNESS WHEREOF, we have hereunto signed our names, this fourth day of November in the year eighteen hundred and seventy-seven.

Richard Marshall,
William Ferguson,
William Burnside,
Robert M. King,
John M. Miller

Commonwealth of Massachusetts.

Attest November 23 1877.
Then personally appeared the above-named Richard Marshall, William Ferguson, Robert M. King, John M. Miller and William Burnside

and severally made oath that the foregoing certificate, by them subscribed, is true, to the best of their knowledge and belief.

Before me, W. A. Governor
Justice of the Peace

I HEREBY CERTIFY, that it appears, upon an examination of the within written certificate and the records of the Corporation duly submitted to my inspection, that the requirements of the first ten sections of chapter two hundred and twenty-two, of the Acts of the year eighteen hundred and seventy, and of the fourth section of chapter three hundred and seventy-five of the Acts of the year eighteen hundred and seventy-four, have been complied with, and I hereby approve said certificate, this twenty-eighth day of December A.D. eighteen hundred and seventy-seven.

Don. J. Gleason
Commissioner of Corporations.

CHARTER ISSUED December 28 1877, to the United Audylinian Church of Woburn, Massachusetts, as a new corporation, No. 758, a copy of which charter or certificate of incorporation is recorded in Charter Book, Vol. 1, Folio 758. Fee, \$ 5.00. Filed January 1, 1878

32x10

We, Richard Marchal President, William Ferguson Treasurer,
and Robert M. Kraig, John M. Myster and Williams
Burnside.

United Presbyterian
Church of Whitinsville
Massachusetts.

December 28
1878
January 1, 1879

being a majority of the Directors of The United Presbyterian Church
of Whitinsville Massachusetts in compliance with the requirements of the fourth section
of chapter three hundred and seventy-five of the Acts of the year eighteen hundred and seventy-four, do hereby
certify, that the following is a true copy of the agreement of association to constitute said Corporation, with the names
of the subscribers thereto.

"We, whose names are hereto subscribed, do, by this agreement, associate ourselves with the intention to
constitute a Corporation, according to the provisions of the three hundred and seventy-fifth chapter of the Acts of
the General Court of the Commonwealth of Massachusetts, passed in the year eighteen hundred and seventy-four,
approved June twenty-seventh in said year.

The name by which the Corporation shall be known is
The United Presbyterian Church of Whitinsville
Massachusetts.

The purpose for which the Corporation is constituted is to promote the cause of
religion according to the tenets of the United Presy.
terian Church of North America and to establish
a place of worship according to the doctrines of said
Church.

The town within which the Corporation is established or located is the town
of Northbridge within said Commonwealth.

The amount of its capital stock is _____ Dollars

The par value of its shares is _____ Dollars

The number of its shares is _____

In Witness whereof, we have hereto set our hands, this twenty-first day of July
in the year eighteen hundred and seventy seven.

Robert Hamilton,
William M. Myster,
James Wallace,
John M. Myster,
Robert Ferguson,
William Burnside,
Robert M. Kraig.

32x10

Melissa Ciaramitaro

From: JL Reichert <cleaningcoach@yahoo.com>
Sent: Tuesday, July 14, 2020 7:36 PM
To: Gaye Shannon; Melissa Ciaramitaro; Jeanne Gniadek
Cc: Judy Salzberg; Annmarie Castonguay; Anne Marie Church
Subject: Additional information for our Event Permit
Attachments: Motion to reinstate POM 6.23.20 Final.docx; Board of Health directives.pdf; Cleaning information from NBH.pdf; One-day Entertainment License Application.pdf; Board of Health directives.pdf; Covid 19 The Risks, Bromage highlighted.docx; Book of Order - worship direction.pdf

Hi Melissa,

Gaye Shannon asked if I could get something in writing from Unibank for our outdoor worship service. We actually have a Plan A and Plan B. We have asked our neighbor NOAH who has said we can use their back yard to start our service. I will forward a copy of this email to Rebecca, the director of NOAH, just in case you need something in writing from her. We have started the process of talking with Unibank, but at this time we don't have their approval. We thought it would be better to get approval from the Town before we asked them for permission to use their parking lot.

If you could add a copy of this email to our permit package, I'd really appreciate it. Please let us know if you need anything else. I'm also attaching the entire proposal so both you and Jeannie so you both have all the copies of what we are planning.



Leslie Reichert
Green Cleaning Coach
508-751-0799 | cleaningcoach@yahoo.com |
www.greencleaningcoach.com



Want to be a part of a community that supports you learning how to live a cleaner, greener lifestyle? Join my private Facebook group at www.cleangreenlivingcommunity.com

On Tuesday, July 14, 2020, 03:20:10 PM EDT, Melissa Ciaramitaro <mciamitaro@northbridgemass.org> wrote:

Good afternoon,

Motion to the Worship Committee

Motion to ask the Worship Committee to re-institute UPCW's mid-week Peace of Music service. This motion comes from a group of members that would like to worship together, safely, outside. (This request follows the State of MA directive that "Places of Worship are encouraged, to the extent feasible, to hold services virtually or outdoors...." see attached) The service will last up to 60 minutes.

We have attached some of the logistics that will be implemented for the service. We are recruiting people to be a part of a Praise Team and attendants, and are working on how to transmit the music. The goal is to use the FM transmitter inside the church, but need the approval of the service before research can be done on specifics about equipment.

We will ask Unibank for permission to use their parking lot so the congregation can sit in their own cars while attending the service. Each parking spot will be marked with a cone and safety attendants will help with directing cars to their spots. An alternate spot would be behind the yellow house next door. Gaye Shannon has already reached out to the non-profit organization that owns the property and they are open to letting us use the space behind their house. People would be advised to bring lawn chairs and there would be designated spots that are 6' from each other. Safety attendants would be available to help with seating.

All potential attendees will be advised not to participate should they be exhibiting fever, cough shortness of breath, chills, muscle pain, headache, sore throat, or new loss of taste or smell, or have potentially been exposed to someone with confirmed or suspected COVID-19. All persons who are particularly vulnerable to COVID-19 according to the Centers for Disease Control are encouraged to stay home.

All attendees who are not from the same immediate household will be spaced 6 feet apart. We will recommend they stay in their cars or maintain 6 feet distancing if they bring lawn chairs. (see below)

Board of Health occupancy limitations apply to indoor places of worship, yet we will follow their guidelines in that we will limit the attendance to 40% of the occupancy permit on record for the United Presbyterian Church at Whitinsville.

We will provide safety staff to monitor the number of attendees at the service and ensure all are in compliance with our guidelines (masks, 6' social distancing and hand sanitizing when necessary)

If a line forms for the use of the restrooms (see below) the ramp is currently marked with tape to promote social distancing.

Attendants will be in high traffic areas to direct people on the correct ways to maintain social distancing.

All attendees and staff will be instructed that they must wear face coverings or masks. (No masks are required while you are inside your car.)

For children between the age of 2-5, the wearing of a face covering or mask is at the discretion of the child's parent or guardian. Children under the age of 2 should not wear a face covering or mask.

Important Logistics

We encourage people to arrive early as it will take some time for everyone to settle in.

Lot Opens (30 minutes before | Service Starts at (between 6 – 7 PM)

Follow parking attendant instructions.

Go to the Whitinsville Presbyterian Church Facebook page on your smart phone. There will be information under “Drive-In Church notes” for service resources (bulletin, slides etc.)

What is it?

Worshiping “together” outside while physically “distant”.

Our safety team will give parking directions. We ask those joining us to be gracious and follow their instructions. Cars parked will be spaced 6 ft. apart for an outdoor service organized facing the front of the church towards a temporary platform (if we find this is necessary) for the Worship Team.

Note: If we can find resources, we’d also like to live stream if possible.

Physical Distancing

Windows closed unless your car is parked 6 feet from others.

You may bring a beach chair and sit outside your vehicle on the left side of your car or stay in your vehicle - nothing exchanged between vehicles, no sharing vehicles - single-family/group.

Our church building will remain closed but the bathrooms will be accessible through the handicapped door to far right of the church (handicapped ramp.) Hand sanitizer is available on the table when you enter. Please exit from the *same doors* you entered. You must wear a mask while in the building and when entering and exiting the building until you have returned to your car. Restrooms are *only* available for emergencies. We encourage all to “go” before coming. Bathrooms will be fully cleaned and sanitized before and after the service.

Offering: We will not pass plates or baskets.

Kids Ministry

Our service will be family friendly we encourage families to worship together. Children will receive an amazing intergenerational experience and thus have the opportunity to be influenced by the example of their parents and others.

NTM License Slips

Row 1

Current Status	On BOS Agenda 7.20.2020
Done	<input type="checkbox"/>
License ID:	NTM#16107
License Type:	Entertainment License
Description:	Entertainment License - United Presbyterian Church, 51 Cottage Street, Whitinsville, MA 01588. Live Music on the grounds of the Church for a Worship Service on Wednesday, July 22, 2020.
Business:	United Presbyterian Church
Applicant:	Same
Address:	51 Cottage Street, Whitinsville, MA 01588
Approval Target	07/15/20
Slip Started on:	07/13/20 4:55 PM
PLANNING Approve:	<input checked="" type="checkbox"/>
PLANNING Comments:	N/A -not applicable
POLICE Approve:	<input checked="" type="checkbox"/>
POLICE Comments:	I do not for see any issues
FIRE Approve:	<input checked="" type="checkbox"/>
FIRE Comments:	No issues
BUILDING ZONING Approve:	<input checked="" type="checkbox"/>
BUILDING ZONING Comments:	
CONSERVATION Approve:	<input checked="" type="checkbox"/>

CONSERVATION N/A
Comments:

HEALTH
Approve:

HEALTH
Comments:

ASSESSORS
Approve:

ASSESSORS
Comments:

TREASURER
COLLECTOR
Approve:

TREASURER
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Comments:

F.



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SOORP ASDVADZADZIN ARMENIAN APOSTOLIC CHURCH

Տէր Միքայէլ Քահ. Տէր Խոսրովեան՝ Հովիւ

Rev. Fr. Mikael Der Kosrofian, *Pastor*

June 25, 2020

Board of Selectmen
Town of Northbridge
c/o Mr. Adam Gaudette, Town Manager
7 Main Street
Whitinsville, MA 01588

Dear Mr. Gaudette,

On behalf of the Armenian Apostolic Church of Whitinsville, we would like to formally request that the Board of Selectmen consider a small parcel of land at Pine Grove Cemetery be designated for a monument commemorating the long and storied history of the Armenian people. Armenian history in Whitinsville began in the early 1900's, with many Armenians settling into the community and contributing to its diverse and unique culture.

Many communities across America that have local Armenian churches have similar monuments. The Armenian Church of Whitinsville would like to begin a fundraising campaign for this project, but we would like to secure a location first – this will allow for the design of the structure to fit in to its surroundings.

We feel that the most appropriate location in town is located within the gates of Pine Grove Cemetery. We have met with Shelly Buma from the Friends of Pine Grove, who acknowledges full consent and support for this project from her group. We have also discussed the location with Jamie Luchini from the Northbridge DPW and agreed that the proposed location is feasible.

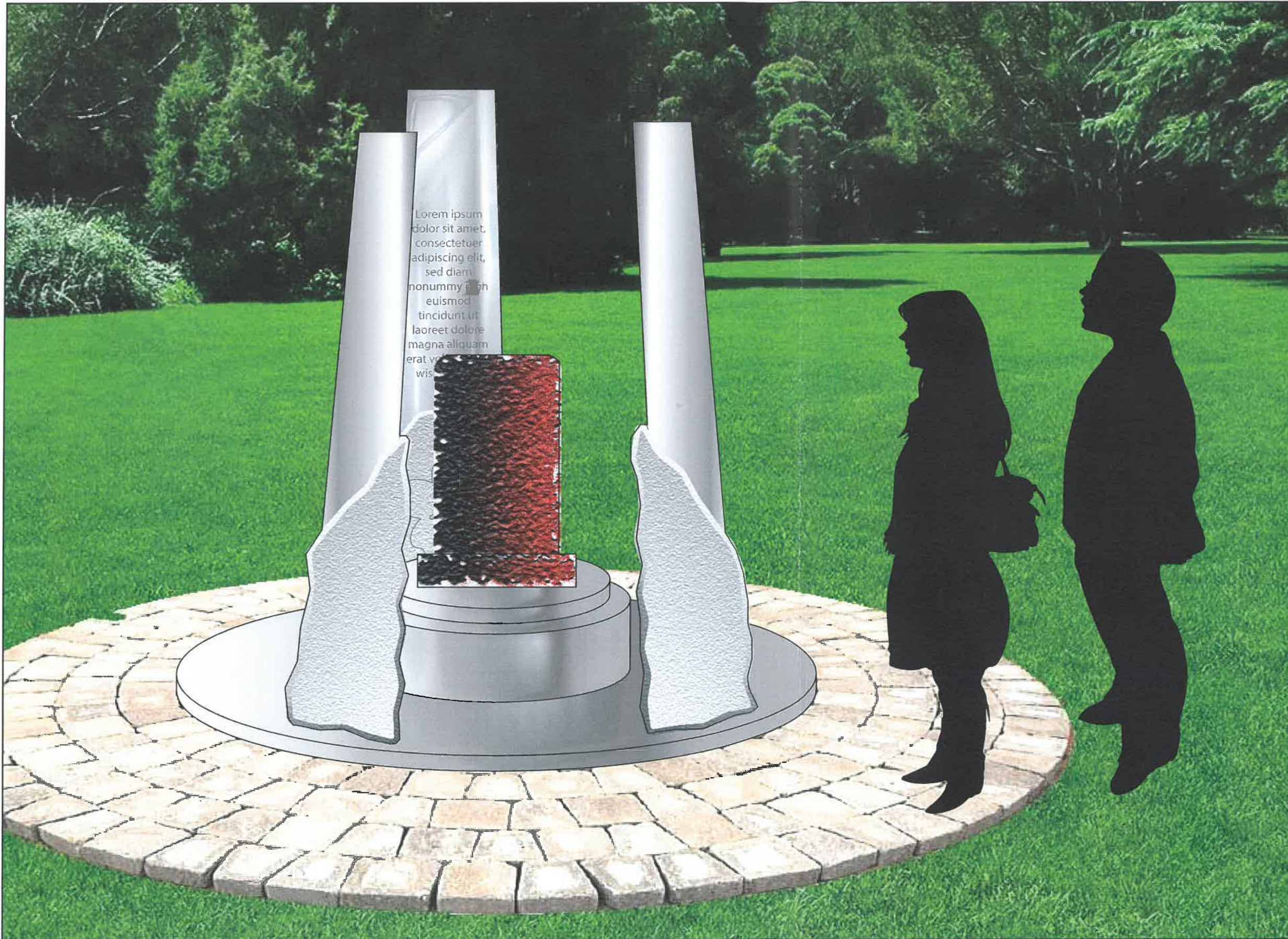
We have enclosed a final rendering and map and photo of the proposed location.

Thank you for your consideration for this important project.

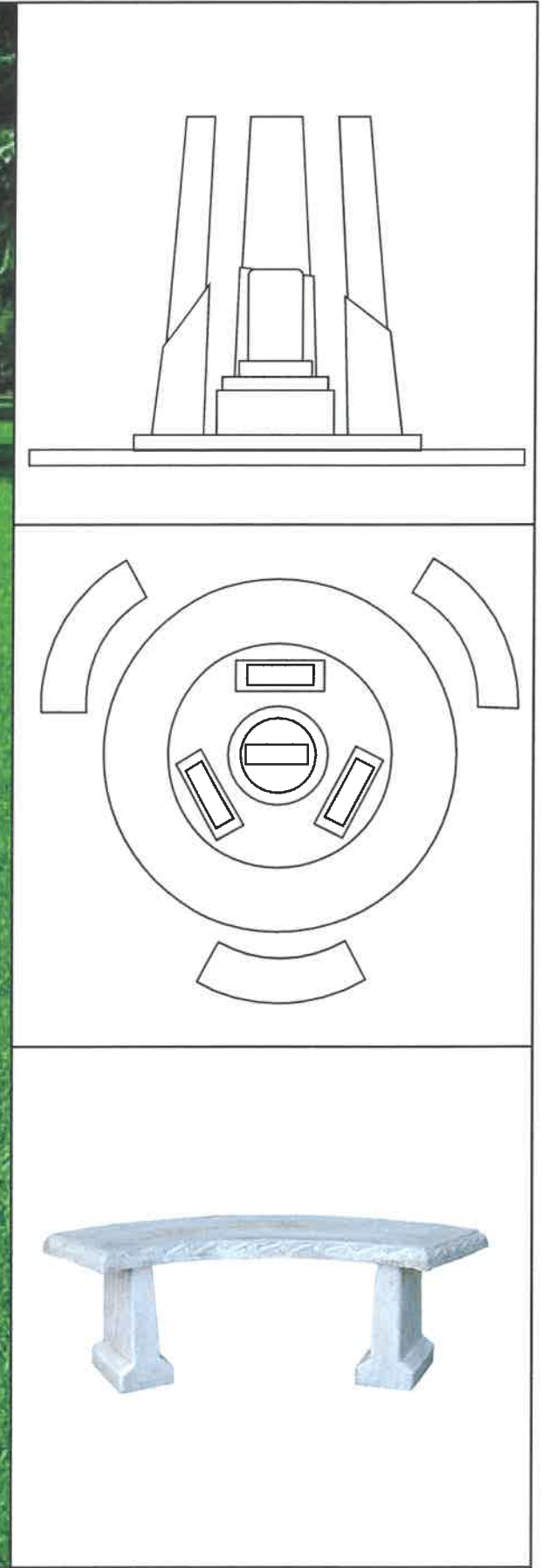
Best regards,

Rev. Fr. Mikael DerKosrofian, Pastor

Peter J. Bedigian, Deacon



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euismod
tincidunt ut
laoreet dolore
magna aliquam
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wis



Soorp Asdvadzadzin Armenian Apostolic Church of Whitinsville
315 Church St. | Whitinsville, MA 01588 | 508-234-3677
soorpasdvadzadzin@gmail.com | www.armenianchurchofwhit.org





LANANT ST

LANANT ST





**TOWN OF NORTHBRIDGE
TOWN ACCOUNTANT
NORTHBRIDGE TOWN HALL
7 MAIN STREET
WHITINSVILLE, MA 01588
PHONE (508) 234 – 2263**

G.

FAX (508) 234 – 9605

End of Year Transfers*

NOTE: First line represents an increase to the budget, Second line is the corresponding decrease.

EMPLOYEE BENEFITS

01009100-517001

Medicare Employer

\$30,100

VETERANS SERVICES

01005430-578000

Veterans Benefits

\$30,100

Vote of Selectmen: _____

Vote of Finance Committee: _____

Total Transfers: \$30,100

* Per M.G.L Ch. 44, §33B, Chapter 75 and 76 of the Acts of 2016

**AGREEMENT FOR RECYCLING SERVICES BETWEEN
THE TOWN OF NORTHBRIDGE**

and

THE BLACKSTONE VALLEY REGIONAL RECYCLING CENTER

This AGREEMENT is made as of the 9th day of July, 2020 by and between the TOWN OF NORTHBRIDGE, acting by and through its Board of Selectmen (hereinafter referred to as "Northbridge"), with an address of 7 Main Street, Whitinsville, Massachusetts 01588, and the BLACKSTONE VALLEY REGIONAL RECYCLING CENTER, acting by and through the Board of Selectmen of the Town of Blackstone (hereinafter referred to as "Blackstone"), with an address of 15 St. Paul Street, Blackstone, Massachusetts 01504.

WHEREAS, Blackstone was established as, a regional solid waste recycling program, and has been authorized to enter into agreements with other cities, towns and districts for said purpose in accordance with section 8H of Chapter 40 of the General Laws by vote of the Town of Blackstone at the May 2007 Annual Town Meeting; and

WHEREAS, Blackstone and Northbridge are desirous of entering into an agreement under which Blackstone performs solid waste recycling services for Northbridge; and

WHEREAS, Chapter 40, Sections 4A and 8H of the General Laws of the Commonwealth of Massachusetts enable the parties to enter into such an agreement; and

WHEREAS, the entry into such an agreement by Northbridge has been authorized by vote of the Town at the 2020 Annual Town Meeting pursuant to G.L. c. 40, §4A;

NOW THEREFORE, the parties hereby agree and covenant as follows:

1. Term of Agreement

This Agreement shall be for an initial term of one year commencing on July 1, 2020 and terminating June 30, 2021. The term hereof may be extended for additional one-year periods by affirmative vote, within the then-current term of the Town Meeting.

2. Scope of Services/ Indemnification

Blackstone shall provide collection, transportation, and marketing services for recyclables collected by Northbridge or delivered by residents and designated businesses within the Town of Northbridge. Northbridge shall pay Blackstone seven thousand five hundred dollars (\$7,500.00) annually for this service. In conducting this service, Blackstone shall fully comply with all applicable federal, state, and local laws, bylaws, regulations, and orders of governmental authorities

having jurisdiction, including the Massachusetts Department of Environmental Protection and the Northbridge Board of Health. To the extent permitted by law, Blackstone shall indemnify and hold harmless Northbridge for any and all damages and claims, or liability arising out of any violation on the part of Blackstone of the above referenced laws, bylaws, regulations, and orders.

Pursuant to the terms of the License Agreement referenced in paragraph 3 of this Agreement, Northbridge shall provide snow removal and general maintenance services for the Blackstone Valley Regional Recycling Center facility (hereinafter the "Facility"). In so doing, Northbridge shall fully comply with all applicable federal, state, and local laws, bylaws, regulations, orders of governmental authorities having jurisdiction, and all rules and regulations established by the Facility. To the extent permitted by law, Northbridge shall indemnify and hold harmless Blackstone for any and all damages, claims and/or liability arising out of its failure to provide proper snow removal and/or maintenance, and any violation on the part of Northbridge of the above referenced laws, bylaws, regulations, orders and rules.

3. License Agreement

For the purpose of implementing this Agreement, Northbridge and Blackstone shall enter into a separate License Agreement for use by Blackstone of certain property in the Town of Northbridge owned by Northbridge as a recyclables collection center (the "Collection Center"). A copy of that License Agreement is attached hereto as Exhibit A.

4. Administration

Northbridge may, at its discretion, designate the Northbridge Board of Health, or its designated agent, to monitor, audit, and administer the provisions of this Agreement, in whole or in part, on behalf of Northbridge.

5. Books and Records

Blackstone shall keep records of recyclable wastes collected at the Facility and other locations within the Town of Northbridge pursuant to this Agreement and Northbridge shall have the right to inspect the same. Blackstone shall report, on at least a quarterly basis, the gross tonnages received from Northbridge and Town of Northbridge residents and designated businesses according to type of material.

6. Employees

Blackstone shall use its best efforts to ensure that all vehicle operators employed by it possess and carry valid and applicable commercial driver's license issued by the Commonwealth of Massachusetts, as may be required by applicable law.

7. Equipment

Blackstone shall use its best efforts to maintain all equipment to be used hereunder, including collection vehicles, if any, in good and safe condition and repair throughout the term of this Agreement. Blackstone shall use its best efforts to see that all equipment and vehicles used are at all times clean, in good repair, and kept in a sanitary condition.

8. Insurance

Blackstone shall provide insurance for its employees, agents, equipment and operations, including workers' compensation, commercial general liability and motor vehicle liability in amounts acceptable to Northbridge. Aggregate liability coverage, including umbrella coverage, shall not be less than \$1,000,000. To the extent requested by Northbridge, the commercial general liability and motor vehicle liability policies shall name Northbridge as an additional insured. All policies shall be so written that Northbridge will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Blackstone shall provide Northbridge with a certificate(s) of insurance evidencing: the coverage and limits of liability specified above, that Northbridge is an additional insured, and expiration date. Certificates shall be filed with Northbridge before operations under this Agreement begin.

Northbridge shall provide insurance coverage for the premises as specified in the attached License Agreement.

9. Permits, Licenses, and Certificates

Blackstone shall obtain all required permits, licenses, certificates and inspections both permanent and temporary required for the operation of the Collection Center and its services and activities under this Agreement.

10. Monitoring of Work

Blackstone shall use best efforts to faithfully prosecute the services described herein, shall keep the same under its management and control, and shall not assign or sublet the services or any part thereof without the previous written consent of Northbridge. Blackstone shall be responsible for the acts and omissions of its subcontractors and agents, if any, and all persons directly or indirectly employed by Blackstone in connection with the performance of services under this Agreement.

11. Property

Any damage done to public property by Blackstone's personnel during performance of this Agreement shall be promptly repaired or replaced at Blackstone's expense.

Any damage done to property of Blackstone and the Facility by Northbridge personnel during the maintenance and/or snow removal activities at the Facility shall be promptly repaired or replaced at Northbridge's expense.

12. Collection Procedures

Blackstone shall operate the Facility and perform all its activities in the Town of Northbridge in a safe and clean manner. Blackstone shall regularly sweep and hose down the Facility surfaces and waste receptacles, as needed. No scavenging shall be permitted. Blackstone will be responsible for all litter and/or recyclables that are blown out of collection receptacles.

- (a) No truck or collection or transport vehicle shall be emptied or partially emptied or load transferred in any street or any place in the Town of Northbridge.
- (b) Blackstone shall comply with all State and Federal Laws and regulations, Board of Health regulations, and Northbridge bylaws and regulations relating to the collection and transportation of recyclables.
- (c) Blackstone shall make available a telephone number where complaints may be filed by Northbridge and its residents during days and hours to be agreed upon by the parties. If Northbridge notifies Blackstone of a complaint or violation of the agreement it shall be Blackstone's duty to take whatever steps may be necessary to remedy the cause of such complaint or violation.
- (d) Blackstone shall establish, and may from time to time revise, a schedule of recyclables that shall be accepted at the Collection Center. Any revision of the schedule shall be subject to approval by Northbridge, which approval shall not unreasonably be withheld. At a minimum, however, the schedule shall include the following items: newspaper, mixed paper, Kraft bags, junk mail, cardboard, green, brown and clear glass containers, bottles and jars, #1 plastic containers, #2 plastic containers, aluminum and steel cans, and metal food containers.
- (e) Blackstone shall provide the necessary equipment, labor, and management for the operation of the Collection Center.
- (f) Northbridge will arrange for all of its recyclable material to be delivered to the Facility. Northbridge agrees to comply with the terms and conditions

established by Blackstone for delivery, receipt and disposition of such recyclable materials;

- (g) The materials delivered to the Facility will be sorted, weighed, or otherwise accounted for at the Facility for sale or disposition by Blackstone;
- (h) Blackstone reserves, in its sole discretion, the right to reject unsuitable materials delivered to the Facility or to limit quantities of materials delivered, in which case Northbridge shall be responsible for removing such rejected material from the Facility;
- (i) Blackstone will, in its sole discretion, sell recyclable products delivered to the Facility, using sound business practices to determine the most advantageous price obtainable for the materials under then prevailing market conditions;
- (j) Blackstone agrees to provide information or assistance with respect to recycling matters and events as may be requested by Northbridge. Such matters may include, but are not limited to, hazardous materials collection events, community clean-up activities and other activities intended to create a more favorable environment for the community.
- (k) Northbridge shall be entitled to designate a representative of its choice to the Blackstone Valley Regional Recycling Center Advisory Committee.

13. Inspection and Reports

Northbridge shall have the right, upon reasonable notice, to inspect Blackstone's equipment at, in or about the Facility. Whenever reasonably requested, Blackstone shall promptly furnish to Northbridge a written report of its operations under this Agreement in such detail and with such information as Northbridge may require.

14. Governing Law

This Agreement and its validity and the construction, interpretation and enforcement, and the rights of the parties hereunder, shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

15. Waiver

Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of such party's right and shall not affect the right of such party to exercise at some future time said right or rights or any other right it may have hereunder.

16. Severability

Each provision of this Agreement shall be severable from every other provision hereof for the purpose of determining the legal enforceability of any specific provision. In the event that any provision of this Agreement is declared invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

17. Entire Agreement

This Agreement, including all documents included herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or verbal, excluding the license agreement executed by the parties and referenced in paragraph 3 herein. This Agreement shall not be modified or amended except by a written document executed by the parties hereto.

18. Assignment

No member shall have the right to assign or otherwise transfer its rights or obligations as a member under this agreement.

19. Amendment

The provisions, terms and conditions of this Agreement may be modified only by written amendments to this Agreement approved by all members by vote of their respective Town Meeting.

20. Termination

Blackstone may terminate this Agreement for any reason after notification to the Northbridge on or before March 1 of the year preceding the start of the next succeeding municipal fiscal year under the term hereof (July 1). Upon such notice, this Agreement shall expire as of the ensuing June 30th.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

TOWN OF NORTHBRIDGE
BY TOWN OF NORTHBRIDGE BOARD OF SELECTMEN

BLACKSTONE VALLEY REGIONAL RECYCLING CENTER,
BY TOWN OF BLACKSTONE BOARD OF SELECTMEN

LICENSE AGREEMENT

This LICENSE AGREEMENT (hereinafter "License") is made as of the 9th day of July, 2020 by and between the TOWN OF NORTHBRIDGE, acting by and through its Board of Selectmen (hereinafter referred to as the "LICENSOR"), with an address of 7 Main Street, Whitinsville, Massachusetts 01588, and BLACKSTONE VALLEY REGIONAL RECYCLING CENTER, acting by and through the Board of Selectmen of the Town of Blackstone (hereinafter referred to as the "LICENSEE"), with an address of 15 St. Paul Street, Blackstone, Massachusetts 01504.

The LICENSOR is the owner of record of a certain parcel of land located in the Town of Northbridge known as 193 Main Street, shown on Northbridge Assessors' Map 2 as parcel 44 and described in a deed recorded at Book 6252, Page 31 in the Worcester District Registry of Deeds (hereinafter "Premises").

The LICENSOR hereby grants to the LICENSEE a right of entry and license to use that portion of the Premises shown on the sketch plan attached hereto as Exhibit A, being the area located to the rear of the Northbridge Fire Station, subject to the following terms and conditions:

1. USE, PURPOSE, TERM

Entry and use are limited to the area shown on Exhibit A (the "License Area"), a copy of which is on file with the Town Clerk of Northbridge.

Entry and use are specifically granted to the LICENSEE, its contractors, agents, representatives, employees, invitees, and licensees for the purpose of maintaining and operating a regional solid waste recycling collection center in connection with LICENSEE'S operation of a regional solid waste recycling program in accordance with the provisions of G.L. c. 40, §8H and any other enabling authority. This license is entered into pursuant to that certain intermunicipal agreement between the Town of Northbridge and the Town of Blackstone, dated June, 2008, for the operation of a regional recycling program, a copy of which is on file with the Town Clerk of Northbridge.

The term of this License ("Term") shall be one year to commence on July 1, 2020 and shall continue until June 30, 2021.

2. CONDITION OF PREMISES

The LICENSEE shall take the License Area "as is," in the condition in which it is at the start of the Term. The LICENSOR shall have no obligation to prepare or construct facilities on the License Area for the LICENSEE'S use thereof.

3. CONSIDERATION

The consideration for this License shall be a fee of one dollar (\$1.00), payable on the first day of July throughout the Term.

4. INSURANCE

The LICENSEE shall maintain public liability insurance, including coverage for bodily injury, wrongful death and property damage, including fire and extended coverage, in an amount acceptable to the LICENSOR, during the Term and any extension thereof.

5. MAINTENANCE OF LICENSE AREA

The LICENSOR shall provide snow removal and such other general maintenance for the License Area as it deems necessary for the operation of LICENSEE'S collection center. The LICENSOR shall not be under any obligation to provide a specific form or level of maintenance service.

6. ALTERATIONS

The LICENSEE shall not make any alterations to the License Area without the written consent of the LICENSOR, which shall not be unreasonably withheld.

7. LICENSEE'S CONDUCT, NON-INTERFERENCE

In the exercise of the rights hereby granted, the LICENSEE shall at all times conduct itself so as not to unreasonably interfere with the operations of the LICENSOR, and shall observe and obey all applicable laws and regulations, including the bylaws and regulations of LICENSOR. The LICENSEE acknowledges that the License Area is located adjacent to a municipal fire station. The LICENSEE shall not place within the License Area any container, storage bin or equipment so as to impede access to or egress from the fire station. The LICENSEE shall not handle or process any material or substance in such a manner as to create a risk of fire or explosion in or adjacent to the License Area or the fire station.

8. DAMAGE OR THEFT OF PERSONAL PROPERTY

LICENSEE agrees that all personal property brought onto the License Area shall be at the risk of LICENSEE only, and that the LICENSOR shall not be liable for the loss thereof or any damage thereto.

9. TERMINATION AND REVOCATION

Upon the termination of the License, the LICENSEE shall cease all use and occupancy of the License Area, and shall remove therefrom all its equipment, supplies and material. The LICENSEE shall restore the License Area as near as possible to its original condition at the commencement of the License Term, normal wear and tear, loss by fire or other casualty not caused by LICENSEE, LICENSEE'S employees, agents, contractors or invitees, and condemnation excepted.

This License shall be revocable by the LICENSOR upon written notice of revocation given no later than the April 1 prior to the next succeeding July 1 anniversary date of the Term. Upon such notice, the License shall expire as of the next succeeding June 30. The LICENSOR shall also have the right to revoke this License, upon thirty (30) days written notice, a) for LICENSEE'S violation of any of the terms and conditions hereof, or b) in the event that the said intermunicipal agreement is terminated.

In the event that this License is revoked, the LICENSEE shall, at its own expense, remove all of its equipment, supplies and material from the License Area and restore the License Area as near as possible to its original condition at the commencement of the License Term.

10. MODIFICATIONS and AMENDMENTS

Any modifications or amendments to this License shall be in writing and duly executed by both parties hereto in order to be effective.

11. NOTICE

For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof if written notices are mailed to the following addresses:

Licensor: Board of Selectmen
 Town Hall
 7 Main Street
 Whitinsville, MA 01588

Licensee: Board of Selectmen
 Municipal Center
 15 St. Paul Street
 Blackstone, MA 01504

These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

12. NO ESTATE CREATED

This License shall not be construed as creating or vesting in the LICENSEE any estate in the License Area, but only the limited right of possession and use as hereinabove stated.

13. FORCE MAJEURE

Each party shall be excused from performing an obligation or undertaking provided for in this License, other than the obligation of the LICENSEE to pay the consideration due hereunder, so long as such performance or undertaking is prevented or delayed by a strike, lockout, labor dispute, civil commotion, act of God, or other cause beyond such party's reasonable control.

14. EXHIBITS and ATTACHMENTS

Any and all exhibits and attachments referenced herein or attached hereto are duly incorporated within this License.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives, on the date first indicated above.

TOWN OF NORTHBRIDGE
By its Board of Selectmen

BLACKSTONE VALLEY REGIONAL
RECYCLING CENTER
By Town of Blackstone Board of
Selectmen

INTERMUNICIPAL AGREEMENT

I.

For

CONSERVATION AGENT SERVICES BETWEEN THE TOWNS OF NORTHBRIDGE & UPTON

THIS INTERMUNICIPAL AGREEMENT (“Agreement”) is made and entered into as of this 1st day of July 2020 by and between TOWN OF NORTHBRIDGE (“Northbridge”), a municipal corporation organized under the laws of the Commonwealth of Massachusetts with a principal address of 7 Main St. Whitinsville, MA 01588, acting by and through its Board of Selectmen, and the TOWN OF UPTON (“Upton”), a municipal corporation organized under the laws of the Commonwealth of Massachusetts with a principal address of 1 Main Street, Box 1, Upton, MA 01568, acting by and through its Board of Selectmen with no personal liability to the aforementioned public officials (both Towns collectively referred to as “Towns” or “parties”).

WHEREAS, Chapter 40, Section 4A of the General Laws, as amended, allows the chief executive officer of towns to enter into agreements with one or more other towns to perform jointly activities or undertakings which any one of them is authorized by law to perform; and,

WHEREAS, Northbridge does not currently have a Conservation Agent; and

WHEREAS, the parties have agreed to establish a mechanism for compensating Upton for such conservation services; and

WHEREAS, the parties have agreed to establish a mechanism for addressing operational issues concerning the provision of such conservation services; and

WHEREAS, each Town agrees to absolve the other Town from liability exclusively caused by one of its employees, as specified in this Agreement.

WHEREAS, the parties agree that the Agreement herein amends/replaces the terms for FY2021 of the previous Agreement that was signed for FY2019 – FY2021.

NOW, THEREFORE, for good and valuable consideration, and the mutual promises and benefits set forth below, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **TERM**

This Agreement shall take effect on the first day of July, 2020 and shall continue in effect for three (3) years through June 30, 2023. This agreement may be renewed for succeeding three-year periods. Either party may terminate the Agreement by providing at least six (6) months’ notice prior to the start of a new fiscal year that it does not intend to participate in this Agreement for the next following fiscal year (“Notice of Termination”).

2. OBLIGATIONS OF UPTON

Upton will provide to Northbridge the following Conservation Agent services, to be furnished and performed through the Upton Conservation Agent, to and for the Town of Northbridge and its Conservation Commission:

A. Wetlands Protection Act

1. Conduct site visits to determine applicability and compliance with the Act.
2. Report violations of the Act and issue enforcement orders
3. Provide information and explanation regarding laws governing the act to all parties.

B. Provide Support to the Conservation Commission

1. Attend Commission meetings
2. Compile information, prepare reports and other information required by the Commission
3. Perform assigned administrative duties including assistance with preparation of the annual budget
4. Perform similar work as directed by the Conservation Commission

3. OBLIGATIONS OF NORTHBRIDGE

A. Northbridge will make available a representative for the purpose of consultation and/or home visitation should environmental conditions warrant such action.

B. Northbridge agrees to provide office space, a computer or other necessary technology, and appropriate funds for the reimbursement to the Conservation Agent for mileage costs incurred by the Agent in operating the Agent's personal automobile in the course of his/her duties.

4. PERSONNEL

Effective July 1, 2020 the Conservation Agent shall be available to the Town of Northbridge and the Town of Upton for up to thirty (30) hours on average per week during the term of this Agreement. The schedule shall be set by mutual agreement of the Towns' respective Conservation Commissions. Said schedule may be modified by agreement of the Conservation Commissions. The Conservation Agent shall be available to attend Conservation Commission meetings at the Commission's request.

While engaged in performing services in the Town of Northbridge under this Agreement, the Upton Conservation Agent shall be deemed to be engaged in the service and employment of the Town of Upton, notwithstanding that such service activity or undertaking is being performed in or for the Town of Northbridge.

5. COMPENSATION AND BENEFITS

A. Fee

Northbridge shall compensate Upton by paying a fee per hour for services rendered and invoiced to Northbridge hereunder, which covers the salary of the Conservation Agent attributable to such services. The rate for Fiscal Year 2021 shall be \$30.10. This rate includes the FY'21 hourly wage of \$28.96 plus 1.45% Medicare and 2.48% Workers Compensation Insurance charges. For years two and three of said contract, the Town of Upton shall increase and the Town of Northbridge shall pay an annual wage adjustment by 2 % plus Medicare and Workers Compensation Insurance. Benefits will be split 50%/50% between both Towns should the Conservation Agent choose to opt- into such benefits. Should the Towns renew the Agreement, the rate shall be reviewed, negotiated, and established by the Town Managers by April 1st of each contract year. Northbridge shall not be responsible for any additional fees, costs, charges or expenses relating to said Conservation Agent with the exception of mileage reimbursement.

B. Invoice

Upton shall bill Northbridge in equal quarterly installments, on October 1, January 1, April 1 and July 1 of each year.

C. Payment

Northbridge hereby agrees to submit payment in full for each such bill to Upton within thirty (30) days of receipt of said bill. Notwithstanding the above, any dispute concerning billing shall be first presented in writing by the disputing party within said thirty (30) days, and thereafter shall be resolved in accordance with the "Dispute Resolution" paragraph of this Agreement.

6. TERMINATION

In accordance with Section 1, either party may terminate this Agreement by providing written notice to the other party at least six months prior to the start of a new fiscal year, effective as of June 30 of the next following year.

7. DISPUTE RESOLUTION

No suit upon any claim or cause of action upon, or for damages upon, by reason of, or growing out of, this Agreement or its non-performance or faulty performance, shall be filed or maintainable by any party unless notice of such claim or cause of action be given to the other party at its address, above given, not less than thirty (30) days prior to filing, and in every case a reasonable time under the circumstances from the date upon which limitation would commence to run against such claim or cause of action in behalf of such other party.

In the event any dispute of any kind should arise between the Towns concerning the construction of this Agreement or the breach thereof, then and in that event, such dispute may be submitted to an arbitrator selected by the American Arbitration Association. The proceedings before said arbitrator shall be governed by the rules and regulations of said Association, and the award and determination of said arbitrator shall be binding and conclusive upon the Towns and they herewith agree to abide thereby. Any costs associated with arbitration shall be split evenly between the Towns. The Towns may also mutually agree to use other forms of alternative dispute resolution, including mediation, to address disputes arising under this Agreement.

Both Towns reserve the right, either in law or equity, by suit, and complaint in the nature of specific performance, or other proceeding, to enforce or compel performance of any or all covenants herein.

8. TERMS

The parties hereto have read the terms of this Agreement before signing the same and hereby agree that no statement, remark, agreement, or understanding, oral or written, not contained herein, will be recognized or enforced.

9. SEVERABILITY

If any provision, section, phrase or word contained herein is determined by a court of competent jurisdiction to be unenforceable, for any reason, or beyond the scope of the statutory provisions of Chapter 40, § 4A of the General Laws, as amended, then it is the intention of the parties that the remaining provisions hereof shall continue in full force and effect.

10. ENTIRE AGREEMENT

The terms, together with all the attachments referenced herein, constitute the entire agreement between the Towns and shall supersede all previous communications, representations, or agreements, either oral or written, between the Towns with respect to the subject matter.

11. ANNUAL STATEMENT

Each Town shall keep accurate records of services performed, costs incurred and payments, reimbursements and contributions made and received, and shall provide same to the other Town upon request. An annual financial statement reflecting this information shall be issued by each Town to the other by November 1 of the following fiscal year.

12. MAXIMUM FINANCIAL LIABILITY

The maximum extent of each Town's financial liability in connection with this Agreement shall not exceed the amount validly appropriated by, or available to, each said Town for said purpose.

13. LIABILITY

Pursuant to MGL c. 40, s. 4A, each party shall be liable for the acts and omissions of its own employees and not for the employees of any other agency in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258. By entering into this Agreement, none of the parties has waived any governmental immunity or limitation of damages which may be extended to it by operation of law.

14. AMENDMENT

No officer, official, agent, or employee of either Town shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind either Town by making any promise or representation not contained herein. Any modification shall be by a written amendment duly authorized by each Town. Said amendment shall be executed in the same manner as this Agreement is executed.

15. ASSIGNMENT

This Agreement shall not be assigned or transferred by either Town without the express written consent of the other Town given with the same formalities as are required for the execution of this Agreement.

16. GOVERNING LAW

This Agreement and all rights of the parties thereunder shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions.

Witness the authorized signatures of the parties:

TOWN OF NORTHBRIDGE

Name: James Athanas
Chair, Board of Selectmen

Alicia Cannon, Vice Chair

Charles Ampagoomian, Member

Russell Collins, Member

Thomas Melia, Member

TOWN OF UPTON

Name: Brett A. Simas
Chair, Board of Selectmen

Maureen Dwinnell, Member

Stephen A. Matellian, Member

APPROVED as to legal form:

KP Law, P.C., Town Counsel

Certification of Available
Appropriation / Funds

Town Accountant

APPROVED as to legal form:

KP Law, P.C., Town Counsel

Certification of Available
Appropriation / Funds

Kenny Costa, Town Accountant

TOWN OF SPENCER AND TOWN OF NORTHBRIDGE

INTERMUNICIPAL AGREEMENT FOR PARTICIPATION IN THE CENTRAL MASSACHUSETTS REGIONAL STORMWATER COALITION FY2021 through FY2025

Agreement by and between the Town of Spencer, Massachusetts, acting by and through its Board of Selectmen (“Spencer”) and the Town of NORTHBRIDGE Massachusetts, acting by and through its Board of Selectmen (“Northbridge”) , pursuant to the provisions of Section 4A of Chapter 40 of the Massachusetts General Laws.

Whereas, Spencer is a founding member of the Central Massachusetts Regional Stormwater Coalition (“the CMRSWC”), a regional, efficiency-driven stormwater compliance project involving between 13 and 32 towns;

Whereas, Spencer has managed funds awarded to the CMRSWC by the Massachusetts Executive Office of Administration and Finance in previous state fiscal years through its Community Innovation Challenge (CIC) Grant program;

Whereas, Spencer has managed funds awarded to the CMRSWC by the New England Water Environment Association (NEWEA) through its Humanitarian Assistant Grant program;

Whereas, Spencer has managed matching shares contributed to the CMRSWC from participating communities in previous fiscal years, and has obtained intermunicipal agreements from each participating community for those contributions;

Whereas, the CMRSWC Steering Committee approved, at its June 25, 2020 meeting, the expected annual contribution for participation in the CMRSWC in FY2021 to be One Thousand Dollars, and No Cents (\$1,000.00);

Whereas, Spencer and Northbridge have determined that it would be in their best interests to enter into an intermunicipal agreement for the purpose of coordinating the contribution from each participating community under the terms and conditions hereinafter set forth; and

Whereas the Boards of Selectmen of Spencer and Northbridge have each voted at a duly posted open meeting to authorize this intermunicipal agreement pursuant to the provisions of Chapter 40, Section 4A of the Massachusetts General Laws.

Now, therefore, in consideration of these premises, and for other good and valuable consideration, the parties agree as follows.

1. Spencer agrees to be the lead community for the CMRSWC Project in municipal FY2021 and is responsible for making required payments for all CMRSWC subcontractors supplying services and all vendors supplying purchases in accordance with tasks authorized by the CMRSWC Steering Committee, managing the budget for authorized tasks, and receiving any

grants. If at some time Spencer is no longer able to serve in this role, the CMRSWC Steering Committee shall identify another member community to serve as the fiscal lead.

2. To fund the CMRSWC project, Spencer agrees to attempt to obtain intermunicipal agreements from all participating communities for each community's contribution.

3. Payment of the established fee for a municipal fiscal year entitles Northbridge to participate in all services, activities, and events offered by the CMRSWC that year. This includes access to fee-based services (such as the online mapping and inspection platform, use of survey devices and water quality monitoring tools), receipt of Annual Report narratives and any regulatory updates, participation in pilot projects and partnerships, and attendance at training events and presentations. In the event that Northbridge elects to withdraw, it shall retain ownership of products delivered in previous fiscal years during which it participated but will not have future access to fee-based services. If Northbridge withdraws, it will be provided with a digital copy (GIS shapefile and Excel spreadsheet) of data within its boundaries managed by the CMRSWC online mapping and inspection platform through the end of the last fiscal year in which it participated. Infrastructure in Northbridge will continue to be visible to other members on the platform.

4. This agreement shall become effective on July 1, 2020 and shall expire June 30, 2025. This extended commitment term decreases the effort to administer the CMRSWC and increases the strength of the CMRSWC's voice. Any member, including Northbridge, shall be able to withdraw from the CMRSWC at any time with 60 days' notice, provided in writing to the Spencer Town Administrator (or, in the case of Spencer, to the CMRSWC Steering Committee). There will be no credit or pro-rating of the annual fee for withdrawal. The term of the agreement is subject to extension or revision by vote of the CMRSWC Steering Committee and written amendment signed by all parties.

5. In the event that a community participating in the CMRSWC withdraws, Spencer will attempt to replace said non-participating community for the next fiscal year such that the total number of participating communities remains around 30. Additional communities may be invited to participate at the approval of the CMRSWC Steering Committee.

6. The matching share for each participating community for FY2021 is set at One Thousand Dollars, and No Cents (\$1,000.00) and will set at Four Thousand Dollars, and No Cents (\$4,000.00) for FY2022 through FY2025.

7. Each participating community shall make full payment of the fee identified above to the "Town of Spencer" prior to July 31 of each year, for participation during the fiscal year beginning July 1st of that same year. The fee may be adjusted only by vote of the CMRSWC Steering Committee and by written amendment signed by all parties, with Northbridge able to withdraw from the CMRSWC at any time as noted in #4, above.

8. This agreement sets forth the entire understanding of the parties with respect to its subject matter. Any amendment of this agreement must be in writing and authorized by votes of the Boards of Selectmen of Spencer and Northbridge. This agreement shall be governed by the

laws of the Commonwealth of Massachusetts. If any provision of this agreement is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, then both parties shall be relieved of their obligations under that provision, and the remainder of the agreement shall be enforced to the fullest extent permitted by law.

Executed by the parties authorized representatives.

TOWN OF SPENCER
By its Board of Selectmen

TOWN OF NORTHBRIDGE
By its Board of Selectmen

Dated: _____

Dated: _____

Town Manager's Report for the Period of June 22, 2020 – July 17, 2020

1. Key Meetings Attended:

- Tuesday, June 29, 2020 – Attended the tabulation of the Annual Town Election to see Ballot Question results.
- Wednesday, July 1, 2020 – Participated virtual Lt Governor's Weekly Zoom call for Town Managers.
- Wednesday, July 1, 2020 – Weekly Construction Conference Call for Lasell Field Project.
- Wednesday, July 1, 2020 – Conference Call for Balmer Elementary School Project (irrigation).
- Thursday, July 1, 2020 – Met with Staff to provide a plaque in recognition of outgoing Town Clerk Doreen Cedrone. **Congratulations Doreen!**
- Monday, July 6, 2020 – Site visit at 32 Purgatory Road to inspect right-of-way wash-out at property owner's request.
- Tuesday, July 14, 2020 – Met with Chairman Jay Athanas as well as met with incoming Selectman Russ Collins.
- Wednesday, July 15, 2020 – Met with Selectman Tom Melia.
- Wednesday, July 15, 2020 – Attended the Lasell Field Weekly Construction Project Meeting on site.
- Friday, July 17, 2020 – Attended a site visit meeting with DPW staff and representatives from Pleasant Street Church to discuss flooding on Cross Street.
- Friday, July 17, 2020 – Held a Department Managers Meeting.

2. **FY2021 Budget and Spring Annual Town Meeting:** The voters at the June 23rd Annual Town Meeting approved a \$47,000,000 budget for FY2021 as well as balanced FY2020 with transfers. The voters also approved multiple capital projects including the Middle School Boilers. The Town still awaits news from the State on the FY2021 Cherry Street amounts. With the State approving a 1/12th budget for July and August, we are not expected to know the State Aid amounts until say September 1st.
3. **COVID-19:** The Board of Health reports again that there are no new cases this week. That means there have been no new cases since June 23rd and only 12 cases since May 26th. The last Press Release was issued on June 30, 2020 stating that the Town had experienced 312 confirmed cases, which is the same number being carried by the MA Department of Public Health in their report this week.
4. **Balmer School Building Project:** Project construction by Fontaine Brothers continues with precautionary measures in place per State construction guidelines for construction projects moving forward during the pandemic. The majority of the site work has been completed allowing for work to begin in the interior of the building (framing, etc.). The Town Manager has been participating in the discussion of irrigation of the athletic fields with the project design team and Whitinsville Water Company. The next School Building Committee is scheduled for next week July 21, 2020.
5. **Fire Station Project (Feasibility Study):** The voters at the June 23rd Annual Town Meeting approved the borrowing of \$18,968,000 for the project unanimously and the Debt Exclusion Question was approved at the Annual Town Election on June 30th. The BPCC has met since and authorized the Town Manager to proceed with the drafting of an RFQ for OPM services. The BPCC will discuss the project at their next scheduled meeting on July 29, 2020.
6. **Lasell Field Turf Project:** The GC Green Acres (GA) continues construction during the pandemic using proper safety/health protocols. The following is an update from the latest Field Report:

- a) The turf contractor (Sprinturf) has begun infilling with crumb rubber. Activitas is working on a punch list with some minor issues (excess fiber length, straighten linework, etc.).
- b) The storage units were delivered and have been installed.
- c) The stone below the bleacher area has been installed and graded.
- d) The concrete pavement that was damaged due to track asphalt paving has been replaced with new concrete. The concrete curb cut at the maintenance gate has been installed. Green Acres will need to cut back the asphalt in Linwood Avenue and repave a small portion so that it is flush with the concrete curb cut.

A weekly construction conference call was held this past week on Wednesday, July 15th. Substantial completion is expected by August 28th.