

**TOWN OF NORTHBRIDGE  
BOARD OF SELECTMEN'S MEETING  
NORTHBRIDGE TOWN HALL  
7 MAIN STREET - WHITINSVILLE, MA 01588  
September 26, 2022 at 6:30 PM**

**EXECUTIVE SESSION 6:30 PM**

**PLEDGE OF ALLEGIANCE**

**I. APPROVAL OF MINUTES**

**II. PUBLIC HEARING: A. 7:05 PM** - The Philo Group LLC dba The Rock, 2043 Providence Road, Northbridge / Application for Alteration of Premises [**Present:** Joe Husson, Manager]

**II. APPOINTMENTS/ B. By the Town Manager:** John Sullivan, Part-time Regional Epidemiologist / **Present:** Jeanne Gniadek, BOH Adm. and Lani Criasia, Board of Health Chair

**C. By the Board of Selectmen:** Lois Holmes, Council on Aging / **Present:** Kelly Bol, Senior Center Director and Jean Mistretta, COA Chair

**IV. CITIZENS' COMMENTS/INPUT**

**V. DECISIONS**

**D.** Northbridge Junior Baseball League/Request for a one-day beer and wine license for their “Night Under the Lights” event on Saturday, October 1, 2022 from 4 PM – 9 PM on the grounds of the American Legion, at 198 Church Avenue **Present:** Keith Brouillard, President, NJBL

**E.** Vote to accept monetary donation gift in the amount of \$17,500.00 from Stone Hill Partners, LLC [Stone Hill Condos] - to be expended by the Planning Board for future projects & initiatives

**F.** Vote to sign notes for new Fire Station/**Present:** Julie Harris, Treasurer/Collector and Neil Vaidya, Town Accountant

**G.** Special Town Meeting [October 25, 2022] / Vote to sign warrant upon completion and final review by Town Counsel.

**VI. DISCUSSIONS**

**VII. TOWN MANAGER'S REPORT**

**VIII. SELECTMEN'S CONCERNS**

**IX. ITEMS FOR FUTURE AGENDA**

**H.** October 3, 2022: Vote to write off uncollectible accounts from the Ambulance Fund

**I.** October 17, 2022: Vote positions on the Fall Annual Town Meeting Warrant Articles and the Special Town Meeting Warrant Article

**X. CORRESPONDENCE**

**XI. EXECUTIVE SESSION: J. 6:30 PM Under M.G.L. c.30A, Sec. 21 #2** – To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel.

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

THIS AGENDA IS SUBJECT TO CHANGE



**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**

**A.**

September 13, 2022

Via EMAIL: [ganlegpubnotices7@gannett.com](mailto:ganlegpubnotices7@gannett.com)

Dear Legal Department:

Please place the following Legal Notice in the **Thursday, September 15, 2022**, edition of the Worcester Telegram & Gazette.

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**TOWN OF NORTHBRIDGE  
PUBLIC HEARING NOTICE**

Notice is hereby given under Chapter 138, Section 15A of the M.G.L.'s, that the Northbridge Board of Selectmen will hold a public hearing on **Monday, September 26, 2022, at 7:05 PM** in the Selectmen's Meeting Room, Northbridge Town Hall, 7 Main Street, Whitinsville, MA, on the application of The Philo Group, LLC dba The Rock, [Jay Husson, Manager], to consider the application for an Alteration of Premises located at 2043 Providence Road, Northbridge, MA 01534. The description of the premises is as follows:

One story, 1,342 sq. ft. wood frame and concrete block building with basement. First floor approx. 1,034 sq. ft. consisting of one room with bar; 2 bathrooms; 4 entrances/exits to patios and parking area. 21' x 12', 252 sq. ft outdoor seating area in front, sectioned off by barriers, 48' x 12', 481 sq. ft outdoor area behind the building, sectioned off by stockade fencing. Food trailer on the North Westerly side of the back patio. Basement for storage consisting of approx. 308 sq. ft. with one basement entrance/exit; total seating capacity is 49. Alcohol to be served on the first floor, and outdoor patio areas and stored in the basement.

Russell D. Collins, Chairman  
Northbridge Board of Selectmen  
September 15, 2022

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Please send bill and tear sheets to:

Northbridge Town Hall  
Town Manager's Office  
7 Main Street  
Whitinsville, MA 01588

Sincerely,

Melissa Ciaramitaro  
Sr. Administrative Assistant/HR Assistant

c: Jay Husson



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
 www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM

**AMENDMENT-Change or Alteration of Premises Information**

**APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.**

**ECRT CODE: RETA**

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN  STATE  ZIP CODE

For the following transactions (Check all that apply):

- New License
- Change of Manager
- Change of Officers/Directors
- Change of Ownership Interest
- Change Corporate Name
- Change of DBA
- Alteration of Licensed Premises
- Change of Location
- Other
- Change of Class (i.e. Annual / Seasonal)
- Change of License Type (i.e. club / restaurant)
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Issuance/Transfer of Stock/New Stockholder
- Change Corporate Structure (i.e. Corp / LLC)
- Change of Hours
- Pledge of Collateral (i.e. License/Stock)
- Management/Operating Agreement

**THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL**

**Alcoholic Beverages Control Commission  
 95 Fourth Street, Suite 3  
 Chelsea, MA 02150-2358**



**The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
www.mass.gov/abcc**

**AMENDMENT-Change or Alteration of Premises Information**

**Change of Location**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

**Alteration of Premises**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
The Philo Group LLC dba The Rock	Northbridge	04156-RS-0904

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

I request permission to add outdoor seating (NOT CAPACITY) to a small area in front of the bar, and a small area behind the bar. I need to do this to offer additional services to my customers. Repeated requests by my customers for outdoor seating and some popular outdoor games as well as reasonably priced food. All of my competition have some if not all the above plus food. My plan is to add a food trailer i have purchased in the very near future

**APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Jay M, Husson	Owner/Manager	jojo6087@verizon.net	508-868-9995

**2. ALTERATION OF PREMISES**

**2A. DESCRIPTION OF ALTERATIONS**

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

Create a sectioned off area in front 252sf with jersey barriers and its own existing entrance. Section off 481sf behind the building creating small patio with fencing (stockade to contain patrons and noise). I have a food trailer which i would place on the north westerly side of patio area in back, to allow customer access from the rear patio. I am NOT seeking a capacity increase.

**2B. PROPOSED DESCRIPTION OF PREMISES**

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

The Rock is a stand alone bldg. with 3 enterances and a service exit. Consists of 1 floor seperated by 2 steps. approx 1000sf., a small cellar approx 300sf. Trying to add 12'x21' 252sf seating area in front with its own entrance sectioned off by cement barriers, and a 48'x12' 481sf open area for seating in the the rear with its own entrance

Total Sq. Footage	1933	Seating Capacity	49	Occupancy Number	49
Number of Entrances	4	Number of Exits	5	Number of Floors	1 1/2

## AMENDMENT-Change or Alteration of Premises Information

### **3. CHANGE OF LOCATION**

#### **3A. PREMISES LOCATION**

Last-Approved Street Address

Proposed Street Address

#### **3B. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

#### **3C. OCCUPANCY OF PREMISES**

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Lease



Landlord Name

The Langobard Group LLC

Landlord Phone

~~520-271-6959~~

Landlord Email

~~ventanaresearch@mx.com~~

Landlord Address

16 North Camino Miramonte Tucson, Arizona 85716

Lease Beginning Date

07/03/2018

Rent per Month

1650.00

Lease Ending Date

07/03/2028

Rent per Year

19800.00

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes  No

#### 4. FINANCIAL DISCLOSURE

Associated Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):

Associated Cost(s): Supplies Approx. \$3,500.00  
Including temporary fencing, cement barriers, compacted pea stone, Granite block benching, door cost, string lighting and flood light, picnic tables, 3 small round tables and chairs with colorful umbrellas.

#### SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Christy Pease (Life Partner)	\$3,500.00
Total:	\$3,500.00

#### SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
N/A			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

## APPLICANT'S STATEMENT

I,  the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory

of   
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Date:

Title:

## ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

I have owned this business since 2018. I have never had really any trouble keeping up with customer demands or requests and was in positive competition with the other bars in the southern Worcester county area, I offer a wide range of activities for people with different interests. These activities include; karaoke, acoustic singers, a dart team with the Minuteman league, pitch league, a Sunday meat raffle, paint night, and psychic medium readings. we have holiday contests with beautiful gift basket prizes made by my girlfriend of 20 years Christy. We have had birthday and anniversary gatherings too. My family is involved with the operations, planning, and any assistance I need at the bar or with social media. Christy does all of the decorating inside, periodically changing it up to keep a fresh look. Just prior to the pandemic I could see a very positive trend with customer attendance and increased sales. However since reopening after 23 months, the outlook has been quite diminished, sales are down drastically, and our customer base has decreased. i have asked around to other bar owners and customers to try to understand the trend. The common denominators to the successes of other places are; outdoor areas for gathering, (a significant fear of Covid still exists), Availability of food, and reasonable pricing. Generally space to move about without feeling cramped or claustrophobic. Ultimately the bar only model has been extremely affected negatively, specifically during the pandemic where every measure and opportunity was afforded to restaurants, breweries, vineyards, and liquor stores. The "bar only" never had a chance. that being said i need to reclaim customers and a wider base by combining what the restaurants have in a smaller setting. If i don't have the opportunity to act on the above ideas and soon, i may not make it and my business that I have put everything in will close. I renovated the interior of the bar replacing equipment that sat dormant for 2 years during pandemic, I put in a new floor, doors, I hand made a bar top, new walls and decorations, new POS system. My main upgrade was of my beer draft system. I had a 14 tap glycol system and beer gas mixer installed I offer the regular domestic beer plus a nice variety of locally brewed craft beer from breweries in Westboro, Framingham, Everett, Worcester, and Maine. I have bought a fully equipped food trailer to place at the bar, to have reasonably priced food. i made fresh from local farms and vendors to offer excellent and affordable meals. (it is in the permitting stage now) The area out back will consist of stockade fencing to control noise and movement, it is also removable if needed. There will 1 area designated to access the food truck order deck. Entering and exiting the area will be thru the main bar only to control movement and alcohol. there will be 1 emergency exit. The front area is smaller and will be protected by 6'x2'x2' cement barriers on all three sides. The forth side is the building itself. The area will be setback 5 feet from the curb. There will be fencing on top of the barriers to control movement and accessed by an existing door at the main bar. We will use a few small bistro type tables and chairs and some colorful umbrellas to help attract customers. Funding will come as needed from my girlfriend Christy Pease and myself. Labor will be from myself and my adult kids and a few close friends.



**ENTITY VOTE**

The Board of Directors or LLC Managers of

The Philo Group LLC dba The Rock

Entity Name

duly voted to apply to the Licensing Authority of

Northbridge

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

06/27/2022

Date of Meeting

For the following transactions (Check all that apply):

Alteration of Licensed Premises

Change of Location

Other

“VOTED: To authorize

Jay M. Husson

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted.”

A true copy attest,

For Corporations ONLY

A true copy attest,

  
Corporate Officer /LLC Manager Signature

  
Corporation Clerk's Signature

Jay M. Husson

(Print Name)

Jay M. Husson

(Print Name)

September 8, 2022

To whom it may concern:

I, John Lombardi President of The Langobard Group LLC (lessor), am aware of the proposed patio plans and alterations to my property located at 2043 Providence Road Northbridge, Massachusetts 01534. I have fully discussed such plans and alterations with my lessee Jay Husson (owner) of The Philo Group LLC (aka The Rock) of the same address.

I agree that the proposed patio areas will considerably help provide increased service to the bar patrons. The hospitality industry has increasingly moved towards providing outdoor patron seating options since the Coronavirus has changed how bars and restaurants operate.

I give Jay Husson (lessee) permission to make the patio seating alterations to my property. The lessee shall bear full financial and legal responsibility associated with all such modifications including verifying that they are in compliance with any and all applicable building codes and statutes.

Regards,



John Lombardi

President

The Langobard Group LLC

~~XXXXXXXXXX~~

## COMMERCIAL LEASE AGREEMENT

For

**2043 Providence Road Northbridge, Massachusetts 01534**

1. **PARTIES** LESSOR, which expression shall include The Langobard Group LLC, heirs, and successors and assigns where the context so admits, does hereby lease to LESSEE, which expression shall include The Philo Group LLC successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:

2. **PREMISES** 2043 Providence Road Northbridge, Massachusetts 01534 together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto.

3. **TERM** The term of this lease shall be for 5 years commencing on May 1<sup>st</sup> 2018 and ending on April 30, 2023. With optional extention at the end of each term.

4. **RENT** The LESSEE shall pay to the LESSOR rent at the rate of \$19440.00 dollars per year, payable in monthly installments of \$1620.00.

5. **SECURITY DEPOSIT** Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of \$3240 dollars, which shall be used to renovate and upgrade the property interior and exterior.

6. **RENT ADJUSTMENT** If in any tax year commencing with the fiscal year N/A, the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year N/A (hereinafter called the "Base Year"), LESSEE will pay to LESSOR as additional rent hereunder, when and as designated by notice in writing by LESSOR, N/A per cent of such excess that may occur in each year of the term of this lease or any

7. **UTILITIES** The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the leased premises exclusively. The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning\*(except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning\* seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's

\*delete "air conditioning"  
If not applicable

control.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

**8. USE OF  
LEASED  
PREMISES**  
(fill in)

The LESSEE shall use the leased premises only for the purpose of:

**Operation of a Bar / Resturaunt with Entertainment**

**9. COMPLIANCE  
WITH LAWS**

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law of any municipal by-law or ordinance in force in the city or town in which the premises are situated.

**10. FIRE  
INSURANCE**

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.

**11. MAINTENANCE**

The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

**A. LESSEE'S  
OBLIGATIONS**

**B. LESSOR'S  
OBLIGATIONS**

The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those whose conduct the LESSEE is legally responsible.

**12. ALTERATIONS  
ADDITIONS**

The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien

to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

**13. ASSIGNMENT  
SUBLEASING**

The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

**14. SUBORD-  
INATION**

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

**15. LESSOR'S  
ACCESS**

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

**16. INDEMNIFI-  
CATION AND  
LIABILITY**  
(fill in)

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be LESSEE responsibility.

**17. LESSEE'S  
LIABILITY  
INSURANCE**  
(fill in)

The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of \$5 Million USD with property damage insurance in limits of \$500 Thousand USD in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

**18. FIRE  
CASUALTY -**

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by

**EMINENT  
DOMAIN**

eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

**18. (CONT.)**

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

**19. DEFAULT  
AND BANK-  
RUPTCY**

(fill in)

In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit for creditors.

then the LESSOR shall have the right thereafter, which such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of \_\_\_\_\_ per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

**20. NOTICE**

(fill in)

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed

to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at the agreed mailing address.

**21. SURRENDER** The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

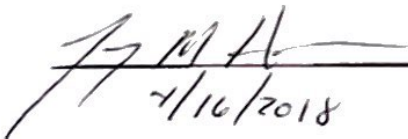
**22. BROKERAGE** The Broker(s) name herein warrant(s) that he (they) is (are) licensed as such by the Commonwealth of Massachusetts, and join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to him (them), and to any amendments or modifications of such provisions to which he (they) agree(s) in writing.

LESSOR agrees to pay the above-named Broker upon the term commencement date a fee for professional services of or pursuant to Broker's attached commission schedule.


**23. OTHER PROVISIONS** It is understood and agreed that:

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

**The Philo Group LLC**  
LESSEE

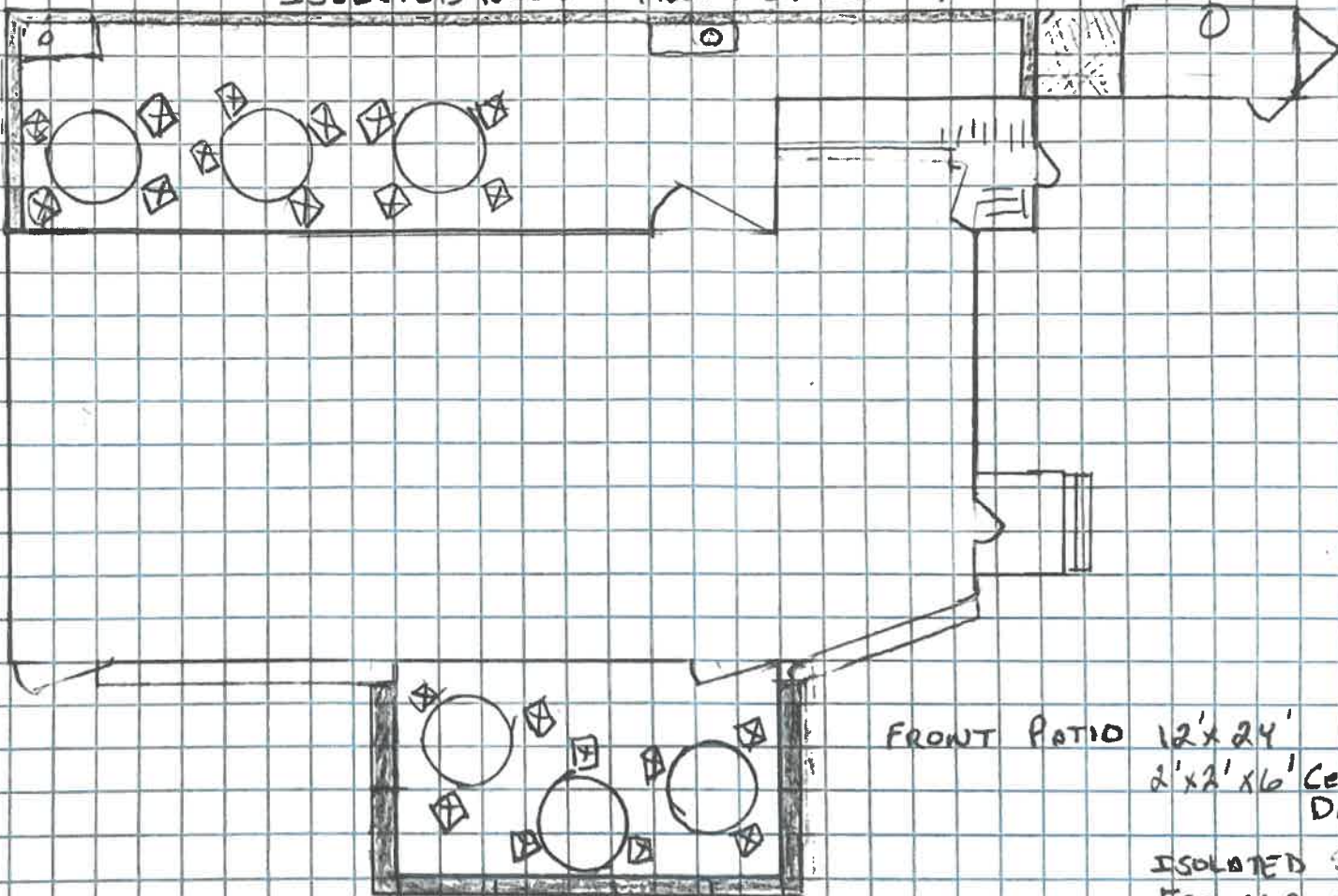
  
4/16/2018

**The Langobard Group LLC**  
LESSOR

  
4/16/2018

P + W RR

REAR PATIO 12' x 48'  
6' x 8' Fence Panels  
Access to FOOD TRAILER  
ISOLATED ACCESS FROM BAR ONLY



FRONT PATIO 12' x 24'  
2' x 2' x 16' Cement BARRIERS  
(Double stacks)  
ISOLATED ACCESS  
FROM BAR ONLY

THE ROCK 2043 PROVIDENCE

PROVIDENCE ROAD CAPACITY 49  
RT 102



# NTM License Slips

Row 2

---

**Current Status** September 26, 2022

---

**Done**

---

**License ID:** NTM#16143

---

**License Type:** Alteration of Premises

---

**Description:** The Philo Group, LLC DBA The Rock, 2043 Providence Road is looking to alter the premises to include a front outdoor eating area approx. 12'x21' 252 sq. ft. and a back outdoor eating area approx. 48' x 12' 481 sq. ft. both with their own entrance/exit. Application attached

---

**Business:** The Philo Group, LLC dba The Rock

---

**Applicant:** Joe Husson

---

**Address:** 79 Upton Road, Grafton, MA

---

**Approval Target** 09/19/22

---

**Slip Started on:** 09/01/22 12:15 PM

---

**PLANNING Approve:**

---

**PLANNING Comments:** Planning shall defer to Inspector of Buildings/ZEO to determine Site Plan Review of Planning Board, if so required for proposed project scope, patio placement, parking & circulation

---

**POLICE Approve:**

---

**POLICE Comments:** I met with owner and discussed my concerns and he agreed to put concrete jersey barriers around the area in front in case of a traffic accident coming off Rt. 122. Will gladly speak at BOS meeting to relay my concerns and requests.

---

**FIRE Approve:**

---

**FIRE Comments:**

---

**BUILDING ZONING Approve:**

---

**BUILDING ZONING Comments:** No change in occupancy.

---

**CONSERVATION**   
Approve:

---

**CONSERVATION**  
Comments: N/A

---

**HEALTH**   
Approve:

---

**HEALTH**  
Comments: Applicant has submitted food truck application. Permit is subject to on-site inspection by Health Inspector. We do not foresee any issues with their food permit application at this time.

---

**ASSESSORS**   
Approve:

---

**ASSESSORS**  
Comments:

---

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

---

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

---



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

**B.**

**Adam D. Gaudette  
Town Manager**

September 12, 2022  
Mr. John Sullivan  
~~XXXXXXXXXX~~  
Dorchester, MA 02124

Dear John:

This letter is to inform you that you are being offered the position of Regional Epidemiologist with the Town of Northbridge. The position is part-time (19 hours per week) with an annual salary of \$35,000 and is governed by the personnel rules and regulations of the Town of Northbridge including a six-month probationary period.

Please contact Melissa or me at 508-234-2095, at your earliest convenience to complete a CORI check as this offer is contingent upon your passing a CORI check as well as a pre-employment physical and drug screen, which is to be scheduled with and completed by Driver Health Services, 126 Worcester Street, North Grafton, MA 01536. They can be reached at 774-293-5511. *Note: Please do not schedule the physical and drug screen until you hear from us after we review the results of your CORI.*

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

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

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

Very truly yours,

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

Cc: ~~XXXXXXXXXX~~  
jsullivan@northbridgemass.com

JOB OFFER ACCEPTED:



Date:

9/14/2022

# Jack Sullivan

---

<b>Summary</b>	A communications professional and seasoned investigator applying those skills in the public health arena. A self-motivator and recognized staff manager who has consistently assisted others to maximize their abilities.
<b>Education</b>	<b>UNIVERSITY OF MASSACHUSETTS</b> <b>BOSTON, MA</b> <ul style="list-style-type: none"><li>English and History major, Political Science minor</li></ul>
<b>Professional experience</b>	<b>APRIL, 2020 – PRESENT PARTNERS IN HEALTH, COMMUNITY TRACING COLLABORATIVE, BOSTON</b> <b>Outbreak Specialist – Epidemic Intelligence Unit – 10/20-Present</b> <ul style="list-style-type: none"><li>Assist in identification of potential clusters using various data and investigative methods, including evaluating cluster escalations, data mining in the CRM, proactively monitoring likely clusters.</li><li>Act as lead investigator for identified clusters, including coordinating with frontline CIs/CTs, collecting additional information. Create clusters in MAVEN and update as needed.</li><li>Identify response steps based on cluster origin, what role the CTC has been asked to play in the response, what local partners the CTC has.</li><li>Link with all relevant local health partners on the cluster investigation and response and liaise with relevant CTC and DPH team members.</li><li>Work with team to identify gaps in cluster response strategy, brainstorm and implement solutions as needed.</li><li>Mentoring other staff on proper CRM usage and protocol adherence through one-on-one support or broader training</li></ul> <b>Lead Case Investigator – 4/20-10/20</b> <ul style="list-style-type: none"><li>Reach out to patients who have tested positive for COVID-19 to offer support and collect information on where they have been and who they have been in contact with</li><li>Investigate close contacts of patients to identify potential carriers of virus</li><li>Offer information on protocols for safely isolating and quarantining and perform follow-up monitoring and support calls</li></ul> <b>JANUARY, 2009 – DECEMBER, 2018 COMMONWEALTH MAGAZINE, BOSTON</b> <b>Senior Investigative Reporter</b> <ul style="list-style-type: none"><li>In-depth enterprise and investigative reporting for long form stories for nonprofit digital magazine focusing on public policy issues in Massachusetts</li></ul>

**APRIL, 2004 – JANUARY, 2009 GATEHOUSE MEDIA**

**The Patriot Ledger, Quincy**

**Editorial Page Editor**

- Author editorials for one of the state's oldest newspapers on a range of local, state, and national issues, including endorsements.
- Meet with policymakers and candidates to discuss topics and positions.

**The Enterprise, Brockton, MA**

**News Editor**

- Directly supervise the news/copy desk operations and responsible for Page 1 and all news sections of the paper.

**The Patriot Ledger**

**City Edition Editor**

- Assisted in redesign of visual presentation and news content to Page 1 and local sections of paper.
- Oversee town reporter and general assignment staff.

**JAN., 2005 – MAY, 2010 EASTERN NAZARENE COLLEGE,  
QUINCY, MA**

**Adjunct professor**

**JAN., 1994 - JAN., 2004, BOSTON HERALD, BOSTON, MA**

**Executive City Editor**

**Enterprise and investigative reporter**

**1987-1994 BOSTON GLOBE BOSTON, MA**

**General assignment reporter, Political reporter,  
Correspondent**

**Professional  
references**

- Marguerite (Maggie) Clougherty, manager, Epidemic Intelligence Unit – [mclougherty@covid19.pih.org](mailto:mclougherty@covid19.pih.org)
- Taylor Brock-Fisher, deputy director, Outbreak Investigations and Resources – [tbrock-fisher@covid19.pih.org](mailto:tbrock-fisher@covid19.pih.org)
- Dr. Shefali Oza, epidemiologist, Deputy Director of Data and Design for the Massachusetts COVID-19 contact tracing program – [soza@covid19.pih.org](mailto:soza@covid19.pih.org)

**Professional  
awards**

- 2002 NEPA first place award for business reporting
- 2003 NEPA first place award for investigative reporting
- 2007 Inland Press Association second place for Editorial Excellence
- 2009 Association of Capitol Reporters and Editors first place for in-depth reporting on special education funding.

**Additional  
professional  
activities**

- Regular guest on numerous national and international television and radio news shows; panel member on statewide telecasts of debates including lieutenant governor, attorney general and U.S. Senator.
- Invited by U.S. State Department and Japanese government to address a symposium in Sendai on Urban Planning and Growth.

**Volunteer  
experience**

- Founding member, Board of Directors, Julie Rodick Scholarship Foundation for University of Massachusetts graduate students.
- Mentor program participant for inner-city middle school students.

**Hobbies**

- Grandchildren, biking, whitewater rafting, recovering Red Sox season ticket holder

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.

Date: May 12, 2022

Name Lois Holmes

P. O. Box

Home Address 57 Heritage Drive, Whitinsville

Email Address loisholmes@yahoo.com

Telephone Cell 508-277-0418

Business UMass Medical Center

Address Worcester Tel.

Current Occupation/Title Education Coordinator, Dept of Neurology

Education BS Education/Westfield State College

Governmental, Civic & Community Activities Treasurer of NAC and NAC Food Pantry/Food Pantry Volunteer

Charitable & Educational Activities Missions Committee, Village Congregational Church, Whitinsville

Town Committees or Offices

I am interested in the following Committees: Council on Aging

Please indicate whether the applicant and/or any family members are employed by the Town of Northbridge. None

---

**NAME:**

**PRECINCT#**

**TOWN OF NORTHBRIDGE**

**COMMITTEE INTEREST** (Indicate Committee preference)

- |    |     |    |
|----|-----|----|
| 1. | COA | 4. |
| 2. |     | 5. |
| 3. |     | 6. |

---

**Present Interest or business affiliation (dates, places)**

NAC/NAC Food Pantry

---

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

---

**Special skills and education (be specific)**

---

**How experience relates to particular committee interest**

---

**ADDITIONAL COMMENTS:**

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



D.

**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:**

NORTHBRIDGE JUNIOR BASEBALL LEAGUE

Name of Responsible Person: KEITH BROUILLARD

**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: NIGHT UNDER THE LIGHTS Indoor/Outdoor: OUTDOOR

Date and Hours of Event: 10/1/22; 4PM - 9PM # of persons expected: \_\_\_\_\_

**GIVE LOCATION BY STREET AND NUMBER:** 198 CHURCH AVENUE, NORTHBRIDGE, MA 01534

**DESCRIPTION OF PREMISES:** Jack Ryan Field / Oliver Ashton Memorial Complex

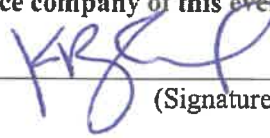
Where will alcohol be stored? Kegs and cans of beer will be supervised by staff

Where will Alcohol be served? In a designated, fenced-in beer garden

Do you plan on having Entertainment?  Yes  No

in said Town of Northbridge in accordance with the rules and regulations made under authority of said Statutes.

\*The town highly recommends that you notify your insurance company of this event.

  
(Signature of Applicant)

Print Name: Keith Brouillard

Mailing Address: P.O. Box 154

City: Northbridge

State, Zip: MA 01534

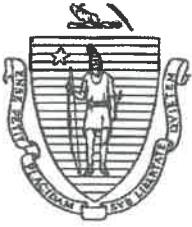
Phone: 508-498-4980

Name of Distributor(s): Rushford & Sons Brewhouse, LLC

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: 9/21/22 2:05 pm  
(Date) (Time)  
Agenda: Sept 26, 2022

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



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

**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: Northbridge Junior Baseball League

Address: P.O. Box 154

City/State/Zip: Northbridge, MA 01534

Phone #: Keith Brouillard

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

1.  I am a employer with \_\_\_\_\_ 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: \_\_\_\_\_

Date: September 21, 2022

Phone #: 508-498-4980

**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, **Keith Brouillard [NJBL]**, 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 21st day of SEPTEMBER 2022.

Name (Printed): Keith Brouillard

Signature 

Witness \_\_\_\_\_

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> K&K INSURANCE GROUP, INC. 1712 MAGNAVOX WAY PO BOX 2338 FORT WAYNE IN 46801	<b>CONTACT NAME:</b> Nick Davey <b>PHONE (A/C, No. Ext):</b> 800-736-7358 <b>FAX (A/C, No):</b> 847-953-2873 <b>E-MAIL ADDRESS:</b> Nick.Davey@kandkinsurance.com
<b>INSURED</b>  MEMBER NO:  NORTHBRIDGE JR. BABE RUTH LEAGUE DBA: Northbridge Junior Baseball League 177 Swift Road Whitinsville, MA, 01588	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: New Hampshire Insurance Company INSURER B: National Union Fire Ins Co of Pittsburgh 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			AIL0003450194700	02/01/2022 12:01 AM	02/01/2023 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 PARTICIPANT LEGAL LIABILITY \$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AIL0003450194700	02/01/2022 12:01 AM	02/01/2023 12:01 AM	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB      # OCCUR <input type="checkbox"/> EXCESS LIAB      # CLAIMS-MADE DED      RETENTION						EACH OCCURRENCE AGGREGATE
	<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 <input type="checkbox"/>	N/A				PER STATUTE      OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	<b>PARTICIPANT ACCIDENT</b>			AIB0003450195100	02/01/2022 12:01 AM	02/01/2023 12:01 AM	Excess Medical \$250,000 AD&D \$ 15,000

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

ADDITIONAL INSURED: ANY PERSON, ORGANIZATION OR ENTITY WHO IS ENGAGED IN PROVIDING THE PREMISES, IS A SPONSOR OR CO-PROMOTER, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED. Certificate holder is named as an additional insured in respect to the operations of the named insured.

SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE


**CERTIFICATE HOLDER**

Town of Northbridge

**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





## Sharon Susienka

---

**From:** Keith Brouillard <brouillardk@gmail.com>  
**Sent:** Wednesday, September 21, 2022 5:21 PM  
**To:** Sharon Susienka; Melissa Ciaramitaro; Adam Gaudette; Brian Goodman  
**Subject:** Fwd: Question

Keith Brouillard  
5084984980

Begin forwarded message:

**From:** Harry Berkowitz <berkyo1@charter.net>  
**Date:** September 21, 2022 at 5:12:00 PM EDT  
**To:** Keith Brouillard <brouillardk@gmail.com>  
**Subject: Re: Fwd: Question**

Keith

PERMISSION

this email is to grant permission by the Rockdsale Foundation for your event. Also can we work out something on removal of the poles along the south fence in the parking lot.

Harry Berkowitz

President, The Rockdale Village Foundation

On 9/21/2022 1:49 PM, Keith Brouillard wrote:

Hi Harry, Phil & Jim,

My name is Keith Brouillard and I recently took over for Rich as President of the Northbridge Junior Baseball League. I wanted to pass along an email that had my contact information should you need it in the future.

In addition, on Saturday October 1st from 4pm to about 10:30pm we were hoping to have an event at the complex in which we celebrate the many field improvements that have been completed over the year, more specially the recent lights that were installed. We were hoping to have a hit-a-thon followed by a lighting ceremony, a 10u/12u scrimmage and a movie on the field.

In my recent transition, I forgot about the ongoing relationship with the legion and getting prior approval for this event. Therefore, I am hopeful that reaching out today, we could gain your blessing to have this event take place. I spoke with Jim last evening, but I wanted to ensure I went through the proper channels of getting this approved. Jim is also anticipating being in attendance that even as his son is part of our 12U all-star team.

The town is also asking for a brief email acknowledging your approval. In full disclosure, in addition to the event, we are going to have some former players run carnival type tents for us along with some yard games - corn hole, jenga, etc.... The shack will be open for food and we were hoping to apply for a beer license to have a local brewery come in for the adults. Nothing too major, just something social for the adults, sponsors and previous board members for the countless and continuous years of service.

I'd be happy to discuss more should you need more information as well.

Thank you so much for your time.

Keith Brouillard  
NJBL President  
508-498-4980

----- Forwarded message -----

From: **Adam Gaudette** <[agaudette@northbridgemass.org](mailto:agaudette@northbridgemass.org)>

Date: Wed, Sep 21, 2022 at 9:24 AM

Subject: RE: Question

To: Keith Brouillard <[brouillardk@gmail.com](mailto:brouillardk@gmail.com)>, Brian Goodman

<[brian@rasbrewhouse.com](mailto:brian@rasbrewhouse.com)>

Cc: Sharon Susienka <[ssusienka@northbridgemass.org](mailto:ssusienka@northbridgemass.org)>, Melissa Ciaramitaro

<[mciaramitaro@northbridgemass.org](mailto:mciaramitaro@northbridgemass.org)>

Keith/Brian, this is to confirm that Sharon and Melissa are doing everything possible to assist you with getting the proper permission/licenses for your upcoming event.

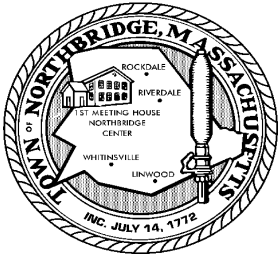
Also, an FYI that the property in questions is actually owned by the Rockdale Foundation/American Legion, and the Town Leases the fields property from them and then in turn authorize the baseball use.

See attached most recent lease, expired 2022 and but renewed this past summer. Also see relative ownership info:

Property Card: <https://gis.vgsi.com/northbridgeMA/Parcel.aspx?Pid=3445>

Map: [https://www.northbridgemass.org/sites/g/files/vyhlf981/f/pages/m216\\_assessor\\_maps\\_24x39\\_22a.pdf](https://www.northbridgemass.org/sites/g/files/vyhlf981/f/pages/m216_assessor_maps_24x39_22a.pdf)

Please note that in addition to getting permission from the Town BOS, you should get the blessing of the Legion prior to Monday night's meeting.


**COMMUNITY PLANNING & DEVELOPMENT**

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

**MEMORANDUM**

Date: September 19, 2022

TO: RUSSELL COLLINS, CHAIR BOARD OF SELECTMEN  
 Adam D. Gaudette, Town Manager

From: R. Gary Bechtholdt II, Town Planner 

RE: **STONE HILL CONDOMINIUMS**  
 Monetary Donation -Acceptance of Gift

Arrangements have been made for the Board of Selectmen (Monday, September 26, 2022) to accept a monetary donation (/gift) from Stone Hill Partners, LLC, Owner/Developer of Stone Hill Condominiums.

Funds, in the amount of \$17,500.00 represents the last & final payment (/donation) for the Stone Hill Senior Living Development, where the Planning Board, as part of its Special Permit approval (July 19, 2021) allowed for payment in lieu of affordable units (totaling \$467,500.00).

In accordance with the Special Permit approval, Planning recommends the sum of \$17,500.00 be designated for Planning Board initiatives.

[Suggested motion]

*Vote to accept monetary donation (/gift) in the amount of \$17,500.00 from Stone Hill Partners, LLC. to be expended under the direction of the Planning Board for projects and initiatives to be determined by the Planning Board.*

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

Take care & be well.

Cc: Planning Board      Bldg. Dept.      Stone Hill Partners, LLC.      Accountant      /File



# F.

## VOTE OF THE BOARD OF SELECTMEN

I, the Clerk of the Board of Selectmen of the Town of Northbridge, Massachusetts (the “Town”), certify that at a meeting of the board held September 26, 2022 of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: that the sale of the \$18,580,000 General Obligation Fire Station Bonds, Unlimited Tax of the Town dated September 29, 2022 (the “Bonds”), to Fidelity Capital Markets, a Division of National Financial Services LLC at the price of \$19,046,184.38 and accrued interest is hereby approved and confirmed. The Bonds shall be payable on June 1 of the years and in the principal amounts and bear interest at the respective rates, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2023	\$630,000	5.00%	2036	\$620,000	4.000%
2024	630,000	5.00	2037	620,000	4.000
2025	625,000	5.00	2038	620,000	4.000
2026	625,000	5.00	2039	620,000	4.000
2027	620,000	5.00	2040	620,000	4.000
2028	620,000	5.00	2041	620,000	4.000
2029	620,000	5.00	2042	620,000	4.000
2030	620,000	5.00	2043	620,000	4.125
2031	620,000	5.00	2044	620,000	4.125
2032	620,000	5.00	2045	620,000	4.125
2033	620,000	5.00	2047	1,240,000	4.250
2034	620,000	5.00	2049	1,240,000	4.250
2035	620,000	4.00	2052	1,810,000	4.250

Further Voted: that the Bonds maturing on June 1, 2047, June 1, 2049 and June 1, 2052 (each a “Term Bond”) shall be subject to mandatory redemption or mature as follows:

<u>Term Bond due June 1, 2047</u>	
<u>Year</u>	<u>Amount</u>
2046	\$620,000
2047*	620,000

\*Final Maturity

<u>Term Bond due June 1, 2049</u>	
<u>Year</u>	<u>Amount</u>
2048	\$620,000
2049*	620,000

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\*Final Maturity

<u>Term Bond due June 1, 2052</u>	
<u>Year</u>	<u>Amount</u>
2050	\$620,000
2051	620,000
2052*	620,000

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\*Final Maturity

Further Voted: that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated September 13, 2022, and a final Official Statement dated September 20, 2022 (the “Official Statement”), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Bonds shall be subject to redemption, at the option of the Town, upon such terms and conditions as are set forth in the Official Statement.

Further Voted: that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a continuing disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Bonds for the benefit of the holders of the Bonds from time to time.

Further Voted: that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds and to comply with relevant securities laws.

Further Voted: that any certificates or documents relating to the Bonds (collectively, the “Documents”), may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document; delivery of an executed counterpart of a signature page to a Document by electronic mail in a “.pdf” file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document; and electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures.

Further Voted: that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

I further certify that the agenda for the meeting, a copy of which is attached hereto, was posted on the bulletin board of the town at least 24 hours before the meeting in compliance with Section 7-1(b) of the Town Charter.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Bonds were taken in executive session, all in accordance with G.L. c.30A, §§18-25, as amended.

Dated: September 26, 2022

\_\_\_\_\_  
Clerk of the Board of Selectmen

**COMMONWEALTH OF MASSACHUSETTS  
WARRANT FOR SPECIAL TOWN MEETING  
TOWN OF NORTHBRIDGE  
TRANSACTION OF TOWN BUSINESS  
TUESDAY, OCTOBER 25, 2022  
(TO COMMENCE AT THE CONCLUSION OF THE FALL ANNUAL TOWN MEETING)**

**DRAFT #1 – 9.15.22**

**WORCESTER, ss:**

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

**GREETINGS:**

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify the Inhabitants of the Town of Northbridge, qualified to vote in Town elections and Town affairs, to meet in the Northbridge Middle School, 171 Linwood Avenue, in Whitinsville, in said Northbridge, Massachusetts, on Tuesday, October 25, 2022, (to commence at the conclusion of the Fall Annual Town Meeting), then and there to act on the following articles:

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

To see if the Town will vote, pursuant to MGL c.40, §59, and MGL c.23A, §3E and §3F, and the applicable regulations thereunder, to:

- (a) Approve a Tax Increment Financing Agreement between the Town and Eyepoint Pharmaceuticals and its affiliates and/or assignees, for property located off Commerce Drive, Whitinsville (the “TIF Agreement”), which TIF Agreement provides for real estate tax exemption and personal property exemptions at the exemption rates schedules set forth therein and approve an Economic Development Incentive Program (“EDIP”) Local Incentive-Only Application submission to the Massachusetts Economic Assistance Coordinating Council (the “EACC”); and
- (b) Authorize the Board of Selectmen to execute the TIF Agreement, and any documents related thereto, and to approve submission to the EACC of the TIF Agreement and EDIP Local Incentive-Only Application, and any documents related thereto, all relating to the project as described in the TIF Agreement, and any necessary documents relating thereto, and to take such other actions as are necessary or appropriate to obtain approval of the TIF Agreement and EDIP Local Incentive-Only Application, and related submission and to take such other actions as necessary or appropriate to implement those documents, and carry out the purposes of this article.

And you are directed to serve this warrant by posting attested copies thereof at the Whitinsville Post Office and the Town Hall Annex, in Whitinsville, all in Precinct 1; the NCTV Cable Studio and the Northbridge Post Office, in Northbridge, all in Precinct 2; the Town Clerk's Office and 1Quickstop, in Whitinsville, all in Precinct 3; the Veterans Hall (875 Hill Street), in Whitinsville, in Precinct 4; and Shaw's, in Whitinsville, in Precinct 5; twenty-one (21) days at least before the time and place of meeting aforesaid.

WHEREOF FAIL NOT, and make due return of the warrant, with your doings thereon, to the Town Clerk at the time and place of said meeting. GIVEN under our hand this 28<sup>th</sup> day of September in the year Two Thousand Twenty-two.

**SELECTMEN OF NORTHBRIDGE**

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

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

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

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

WORCESTER, SS Northbridge

Date:

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

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

## **Town Manager's Report for the Period of September 12, 2022 – September 23, 2022**

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

- Monday, September 12, 2022 – Participated in a weekly Fire Station Project call.
- Monday, September 12, 2022 – Attended the Board of Selectmen Meeting.
- Tuesday, September 13, 2022 – Attended a Mass Managers Meeting in Southborough.
- Tuesday, September 13, 2022 – Met with the Dispatchers Unit and Chief LAbrie to discuss scheduling.
- Tuesday, September 13, 2022 – Attended the Parks & Recreation Meeting to discuss the Linwood Basketball Courts/Lightys Project.
- Wednesday, September 13, 2022 – Separate meetings with Heather Elster (WCC), Chief White, and Brandon Pyers for the Eyepoint TIF project.
- Thursday, September 14, 2022 – Met with Dennis Rice regarding ARPA money for Open Sky.
- Thursday, September 14, 2022 – Attended the Fire Station Construction Site Meeting.
- Friday, September 15, 2022 – Video Conference Call with David Esien, architect for the NES Study.
- Monday, September 19, 2022 – Participated in the weekly Fire Station Design Team video conference.
- Monday, September 19, 2022 – Met with Gary Bechtholdt and Glenn King to discuss details for the CPC's article to purchase the Castle Hill Farm property.
- Monday, September 19, 2022 – Met with David Labonte from MIIA to discuss Fire Station Builder's Risk Insurance Policy.
- Monday, September 19, 2022 – Attended the Cable Advisory Committee Meeting.
- Tuesday, September 20, 2022 – Attended a Worcester County Highway Association Event with Howard Stein Hudson.
- Wednesday, September 21, 2022 – Attended the BPC Meeting.
- Wednesday, September 21, 2022 – Attended the Finance Committee Meeting.
- Thursday, September 22, 2022 – Attended a ceremony at the Whitin Community Center for being awarded \$500,000 from the State and \$600,000 from the Town's ARPA funds for gym renovations.
- Friday, September 23, 2022 – Held a Department Managers Meeting via ZOOM.

2. **Fire Station Project:** Weekly design team meetings continue to occur every Monday morning and weekly construction meetings every Thursday afternoon with the project team, the GC M. O'Connor, and the site contractor Leahy. The site has been cleared and erosion control and fencing has been installed. The GC has completed all blasting and there have been no complaints to date. The GC has begun foundation installation. The BPC met this past week on September 21<sup>st</sup> to discuss budget status, project schedule, and approved change order #1. The GC expects to begin erecting steel in early December.

3. **Northbridge Elementary School Reuse Study:** The architect team from Abacus recently conducted a site visit to evaluate the buildings' construction. Abacus has met with several stakeholders and is developing a public participation process possible for later this fall. The Town will also be planning a site survey and DEP Phase I study.
4. **Linwood Basketball Courts Project:** The field survey has been completed by Activitas, the site engineer. The designer, Activitas, the Town Manager, and the DPW Director met with the Parks and Recreation last week on September 13<sup>th</sup> to discuss design programming. The next meeting is scheduled for October 18, 2022.
5. **Fall Annual Town Meeting:** The Fall Annual Town Meeting Warrant has been posted. The Special Town Meeting Warrant was closed today. The Board will vote their positions on Monday, October 17, 2022. Town Meeting is scheduled for 7 pm on Tuesday, October 25<sup>th</sup>. The Finance Committee met this past week on September 21<sup>st</sup> and will meet again next week on the 28<sup>th</sup>, and also on October 5<sup>th</sup>.