

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
NORTHBRIDGE TOWN HALL
7 MAIN STREET - WHITINSVILLE, MA 01588
February 10, 2020 at 7:00 PM**

PLEDGE OF ALLEGIANCE

Present: Representative Muradian - Update

I. APPROVAL OF MINUTES

II. PUBLIC HEARING: A. MSM Management, Inc. dba Sparetime Recreation, 117 Church Street, Whitinsville, MA 01588/Application for a new Wine and Malt License [**Present:** Michael McCarthy]

B. Community Development Block Grant (CDBG) FY2020 Community Development Fund Grant Application Hearing/**Present:** Wayne Darragh, Community Opportunities Group (COG)

III. APPOINTMENTS/RESIGNATIONS

IV. CITIZENS' COMMENTS/INPUT

V. DECISIONS:

C. Acceptance of Gift [monetary donation] -Leonardo Estates Subdivision/**Present:** Michael Proto, Chair Playground & Recreation

D. Tri-Valley Front Runners, Inc. [Matthew Kellogg]/Request permission to hold the “Frank Nealon Boston Tune-Up” Road Race on Sunday, April 5, 2020, subject to the safety requirements of the Police Department

E. Veterans Hall, 875 Hill Street, Whitinsville/Vote to approve Lease with Blackstone Valley Veterans Association - **Present:** Bill Audette and Patrick McGowan

F. Pine Grove Cemetery Deed/Vote to approve the sale of lots No. 258 & 259, [Forest Ave. South] [Sandra Beccia -2 full graves]

G. Annual Town Election [May 19, 2020] / Vote to give notice to the Town Clerk to place vacancies from elected boards on the Town Election Warrant

H. Town Manager’s Employment Agreement/Vote to provide notice to Town Manager of intent to renew

VI. DISCUSSIONS:

I. Fire Station Project Update

VII. TOWN MANAGER'S REPORT

VIII. SELECTMEN'S CONCERNS

IX. ITEMS FOR FUTURE AGENDA

X. CORRESPONDENCE

XI. EXECUTIVE SESSION

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

THIS AGENDA IS SUBJECT TO CHANGE



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**

A.

January 15, 2020

Via Email: legalnotices@telegram.com

Telegram & Gazette (Legals)

To Whom It May Concern:

Please place the following Legal Notice in your newspaper for **Saturday, January 18, 2020:**

**TOWN OF NORTHBRIDGE
PUBLIC HEARING NOTICE**

Notice is hereby given, under Chapter 138, Section 12, of the MGLs that a Public Hearing will be held on **Monday, January 27, 2020, at 7:05 PM** in the Selectmen's Room, Northbridge Town Hall, 7 Main Street, Whitinsville, MA to consider the application of MSM Management Inc. dba Sparetime Recreation [Mark Moon, Mgr.] for an Annual §12 Restaurant Wine and Malt Beverages License at 117 Church Street, Whitinsville, MA 01588. The description of the premises is as follows: One floor, approx. 11,500 square feet, with 12 lanes of bowling and open space with pool tables, high-top tables and chairs and coin operated games. Wine and malt cooler behind service counter (10 ft x15 ft) to store and serve wines and malts from by tips certified staff. Locked closet for storing wine and malts located in front of the building.

James J. Athanas, Chairman
Northbridge Board of Selectmen
January 18, 2020

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 Asst.

c: Michael McCarthy
Mark Moon
Abutters



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

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

On-Premises-12

TYPE

\$12 General On-Premises

CATEGORY

Wines and Malt Beverages

CLASS

Annual

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

We are applying for a section 12 general on-premises pouring license for wines and malt beverages. We operate as a bowling alley with other entertainment such as coin-op games and pool tables

Is this license application pursuant to special legislation?



Yes



No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name

MSM Management Inc.

FEIN

XXXXXXXXXX
84-2964397

DBA

Sparetime Recreation

Manager of Record

Mark Moon

Street Address

117 Church St Northbridge Ma 01588

Phone

774-545-0888
XXXXXXXXXX

Email

mjmcCarthy@mccLawoffices.com
XXXXXXXXXX

Alternative Phone

857-363-0610
XXXXXXXXXX

Website

3. 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.

The bowling alley is one floor with 12 lanes of bowling and open space with pool tables and coin-op games. We plan on adding in the open space High top tables and chair to add more sitting. At the service counter area we will be adding two beer and wine cooler to store and service the alcohol from. This space is 10x15. Then there is a locked closet to hold the exact alcohol. There will be 2 people on staff during the times we plan service alcohol.

Total Square Footage:

11500

Number of Entrances:

2

Seating Capacity:

60

Number of Floors

1

Number of Exits:

2

Occupancy Number:

168

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:

Michael J. McCharthy

Phone:

857-363-0610
XXXXXXXXXX

Title:

Director

Email:

mjmcCarthy@mccLawoffices.com
XXXXXXXXXX

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Kenneth R. Couture

Landlord Phone 508-579-7851

Landlord Email

Landlord Address Hill Street, Whitinsville, MA

Lease Beginning Date 9/1/19

Rent per Month \$5000

Lease Ending Date 9/1/22

Rent per Year \$60,000

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

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	
C. Other * (Please specify below)	\$5000.00
D. Total Cost	\$5000.00

*Other 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):"

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
Total	

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.
			<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

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

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9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

--

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name	Mark Moon	Date of Birth	11/7/62	SSN	XXXX-XX-XXXX 029-34-6449
Residential Address	35 Brook Street, Whitinsville, MA				
Email		Phone			
Please indicate how many hours per week you intend to be on the licensed premises				20-30	

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
8/1/1987	current	electrician - manager	Graybar	John Shepard

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature  Date 1/14/20

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

☐ Yes ☐ No

If yes, attach an affidavit providing the details of any and all convictions.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001400632

ARTICLE I

The exact name of the corporation is:

MSM MANAGEMENT, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

(A) OPERATE AN ENTERTAINMENT AND RECREATION CENTER, INCLUDING BUT NOT LIMITED TO BOWLING ALLEY, BILLIARDS AND DARTS ; (B) DO ALL THINGS REASONABLY NECESSARY, APPROPRIATE OR ANCILLARY TO THE GENERAL CONDUCT OF A BUSINESS IN ALL PHASES OF THE ABOVE ACTIVITIES; (C) ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH CORPORATIONS MAY BE ORGANIZED UNDER THE BUSINESS CORPORATIONS LAW OF THE COMMONWEALTH OF MASSACHUSETTS AND TO POSSESS AND EXERCISE ALL POWERS AND PRIVILEGES GRANTED BY THE MASSACHUSETTS BUSINESS CORPORATION LAW OR BY ANY OTHER LAW OF THE COMMONWEALTH OF MASSACHUSETTS.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
STK	\$0.00000	100,000	\$0.00	100,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: MARK MOON
No. and Street: 35 BROOK STREET
City or Town: WHITINSVILLE State: MA Zip: 01588 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	MARK MOON	35 BROOK STREET WHITINSVILLE, MA 01588 USA
TREASURER	MICHAEL MCCARTHY	35 BROOK STREET WHITINSVILLE, MA 01588 USA
SECRETARY	SEAN MCCARTHY	35 BROOK STREET WHITINSVILLE, MA 01588 USA
DIRECTOR	MARK MOON	35 BROOK STREET WHITINSVILLE, MA 01588 USA
DIRECTOR	MICHAEL MCCARTHY	35 BROOK STREET WHITINSVILLE, MA 01588 USA
DIRECTOR	SEAN MCCARTHY	35 BROOK STREET WHITINSVILLE, MA 01588 USA

BOWLING ALLEY AND ENTERTAINMENT AND RECREATION

f. The street address (*post office boxes are not acceptable*) of the principal office of the corporation:

No. and Street: 35 BROOK STREET
City or Town: WHITINSVILLE State: MA Zip: 01588 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (*post office boxes are not acceptable*):

No. and Street: 35 BROOK STREET
City or Town: WHITINSVILLE State: MA Zip: 01588 Country: USA

which is

☒ its principal office
☐ an office of its secretary/assistant secretary
☐ an office of its transfer agent
☐ its registered office

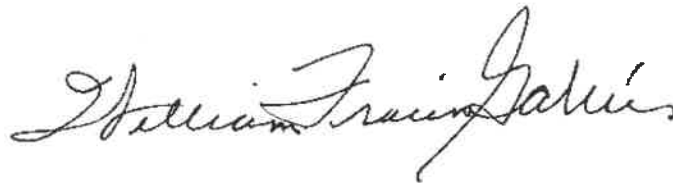
Signed this 5 Day of September, 2019 at 12:43:51 PM by the incorporator(s). (*If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.*)

MARK MOON

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

September 05, 2019 12:39 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

APPLICANT'S STATEMENT

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

of MSM Management, Inc.
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:

1/9/2020

Title:

Treasurer/Director

CORPORATE VOTE

The Board of Directors or LLC Managers of

MSM Management, Inc.

Entity Name

duly voted to apply to the Licensing Authority of

Northbridge

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Jan 8, 2020

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Michael McCarthy

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."

"VOTED: To appoint

Mark Moon

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

For Corporations ONLY

A true copy attest,

Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

(Print Name)

(Print Name)

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated Aug 13, 2019 between ("Tenant") Mark E. Moon, / MSM Management Inc. 35 Brook St., Whitinsville, MA., 01588 and ("Landlord") Langford LLC, 426 Hill St., Whitinsville, MA., 01588 The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Approx 11,550 sq ft building (the "Premises") located at 117 Church St., Whitinsville, MA 01588.

TERM. The lease term (three years) will begin on September 01, 2019 and will terminate on August 31, 2022.

LEASE PAYMENTS. As agreed, lessee will pay landlord onetime rent payment of \$25,000.00. Also Tenant shall pay Landlord monthly installments of \$5000.00, payable in advance on the first day of the month, for total payments of \$180,000.00 mthly \$5000.00 payments. Also additional \$1,100.00 per month for quarterly realstate tax and expenses (see utilities-services-taxes below). This quarterly tax and expense invoice will be adjusted to actual invoices quarterly basis. Lease payments shall be made to the landlord at Bank of America - Account 2290 0543 X9130 Routing 063000047. ***RENT PAID IS NOT REFUNDABLE.***

LOAN-Lessor will lend lessee \$16,000.00, sixteen thousand dollars. Payable principle amount of \$1,000.00 per month plus interest of 10 % apr paid monthly with pricipale payment. Therefore first loan/ interest would be \$1000.00 principle plus interest of 16k X 10% ./ 12= \$133.33 for total first loan payment of \$1,133.33. Loan will be paid \$1000.00 per month plus monthly arrrued interest until paid in full. Lessee has option to prepare full amount any time with no prepayment penalty.

LEASE SIGNING- Lessee will pay lessor **Bank Check for \$15,100.** -**Utilities** (electricity /natural gas/ cable TV/ internet/ telephone) will be switched to lessee. -**Insurance**-Lessee will provide required insurance binders naming lessor as insured. -**Scoresheets**-Lessee can sell ads for score sheets and collect revenue except TrinityAuto & Valley Gasoline. **Lessee can open business** immediately and realize revenue income.

PLAY AREA- Lessee may upgrade play area-Lessor will on request remove equipment.

USE OF PREMISES. Tenant may use the Premises only for Candlepin Bowling, Recreation and related retail businesses. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

FURNISHINGS. The following furnishings will be provided: ball cleaner, 100 lockers, 2 grey tables, 6 red chairs, six score tables, two maple tables, 12 ft custom banquet table, 170 bowling pins, twelve Bowl-Mor pinsetters, large selection of Bowl-Mor pinsetter parts and motors, special maple wood patch material, misc tools, rental shoes, lane mop, two approach mops, 10 ft. ladder, 12 ft ladder, 8 ft. ladder, complete operating candlepin bowling center, rock-N-bowl lighting, mirror ball lights, sound system and speaker system, fog machine. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings. + + ✓

PARKING. Tenant shall be entitled to use rear and separate side parking lots on a first come first serve basis with other tenants. Best to have employee's park in rear lot or town public parking lot during busy times.

PROPERTY INSURANCE. Tenant shall maintain casualty insurance including fire insurance on the Premises in an amount not less than 100.00% of the full replacement value of building and built out. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises with personal injury limits of at least \$500,000.00 for injury to one person, and \$500,000.00 for any one accident, and a limit of at least \$500,000.00 for damage to property. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Landlord will be listed as additional insured.

MAINTENANCE.

Landlord shall have the responsibility to maintain the outside walls, major roof repairs and other structural parts of the building. Landlord will do all major repairs to Bowl-Mor Machines, landlord will repair all solid state Bowl-Mor machine controls. Landlord will do machine welding repairs.

Lessee -obligations for maintenance shall include: Roof minor leaks- **note**-there are a couple pesky leaks that we can not find origin. Parkinglot sanding, snow and ice removal from entrances and side walk. the sewer, water pipes, water heater and other matters related to plumbing, electrical wiring, HVAC system, lane maintenance, including patching, sanding, screening, cleaning rear hallway, Bowl-Mor Pinsetter repairs & including light oiling, cleaning, preventive maintenance, approx three hours per machine per year, replacement of all plate glasses in windows and doors, rubbish removal, floors , carpets, and all other items of maintenance not specifi ally delegated to landlord under this lease.

Lessee- Will buy product directly from Pepsi for "Pepsi Cooler"or return cooler to Pepsi. NO competing product in cooler. Cooler is OWNED by Pepsi.

Lessee- Will have option to purchase complete bowling center business, lanes, AMF seating, twelve Bowl-Mor Machines, lockers and 117 Church St. Property approx 11500 sq ft.for price of \$ 1,300,000.00-Bank Cashier Check- Option Expires September 01, 2022.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.- electricity, natural gas, cable TV, internet.

Water and sewer 25% of bill monthly bill, 50 % sprinkler assessment, 50% lot light elect.

Rubbish fixed 1/3 \$475.00 mth for two dumpsters which equals \$475.00 for three months.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Tenant shall pay all real estate taxes and assessments which are assessed against the Premises during the time of this Lease. 100% 117 Church St tax bill which is .66% of tax bill (per assessors), 50% tax parking lot, 10% X .34% tax 121-125 Church St. -rear parking lot. 117 Church St. Personal Property Tax.

PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 14 days (or any other obligation within 14 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to 150 % of the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

Lessee -In the event the lessee defaults under its obligations hereunder the guarantor, Mark E. Moon, 35 Brook St., Whitinsville, MA., 01588 shall be personally liable for all rent and expenses up to the time premises is surrendered back to landlord.

Lessee- May have have free rent till September providing lease obligations completed- signed lease-monies paid and utilities switched to lessee.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$50.00 for each check/ deposit that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Lessor shall have the right to enter the Premises to make inspections, let grand kids play or bowl, provide necessary services, repair Bowl-Mor Machines, test electronic solid state machine controls, test sprinkler system, building inspection,

However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Kenneth R. Couture
426 Hill St.
Whitinsville, MA 01588

TENANT:

Mark E. Moon
35 Brook St.

Whitinsville, MA 01588

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Massachusetts.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

Lessor: Kenneth R. Couture

426 Hill St.

Whitinsville, MA 01588

By: Kenneth Couture

Date: 8/27/19

TENANT: Mark E. Moon

35 Brook St.

Whitinsville, MA 01588

By: Mark E. Moon

Date: 8/27/19

LANES

LANE SEATS

RAMP/STAIR
TO
DOOR

SERVING
WINDOW

Beer
cooler

counter
for food

Sink

Food Space

COUNTER

BATH ROOM

OPEN SPACE FOR GAMES

NTM License Slips

Row 1

Current Status	Potentially Jan 27
Done	<input type="checkbox"/>
License ID:	NTM#16093
License Type:	Wine and Malt -On Premises
Description:	MSM Management, Inc. dba Sparetime Recreation is looking to obtain a wine and malt liquor license at their location of 117 Church Street, Whitinsville, MA 01588 (Hours of serving alcohol coming). I need to post for the hearing no later than Wednesday at 2PM, so if you could please give your approval/denial/comments by then it would be greatly appreciated. Application and backup documents attached, but requiring further edits/documentation.
Business:	MSM Management, Inc. dba Sparetime Recreation
Applicant:	Michael Moon
Address:	117 Church Street
Approval Target	01/15/20
Slip Started on:	01/13/20 2:39 PM
PLANNING Approve:	<input checked="" type="checkbox"/>
PLANNING Comments:	N/A -not applicable
POLICE Approve:	<input checked="" type="checkbox"/>
POLICE Comments:	They need to become TIPS certified and speak to LT. Labrie so they become acquainted with the Town of Northbridge Rules and Regulations governing Liquor Establishments pursuant to MGL C138
FIRE Approve:	<input checked="" type="checkbox"/>
FIRE Comments:	Must maintain fire safety compliance, yearly sprinkler test, yearly fire alarm testing by a licensed fire alarm company. All documentation of testing shall be forwarded to the Northbridge Fire Department
BUILDING ZONING Approve:	<input checked="" type="checkbox"/>
BUILDING ZONING	Subject to joint inspection by Building & Fire Departments.

Comments:

CONSERVATION ☒
Approve:

CONSERVATION N/A
Comments:

HEALTH ☒
Approve:

HEALTH
Comments:

ASSESSORS ☒
Approve:

ASSESSORS
Comments:

TREASURER ☐
COLLECTOR
Approve:

TREASURER
COLLECTOR
Comments:

B.

TOWN OF NORTHBRIDGE NOTICE OF PUBLIC HEARING

The Northbridge Board of Selectmen will hold a public hearing on Monday, February 10, 2020, at 7:05 P.M. The hearing's purpose is to discuss a proposed application to the Massachusetts Community Development Block Grant (CDBG) Program and to discuss local community development and housing needs and issues. Under a proposed FY 2020 Community Development Fund grant, the following activities are being considered for funding and inclusion in the application: housing rehabilitation assistance to income-qualifying homeowners, infrastructure improvements, planning and public social services funding; and/or other activities not yet identified. The grant application may include any of these activities, as well as additional ones. If funded, the grant will be administered by the Northbridge Community Planning & Development Office

The hearing will be held in the Selectmen's Meeting Room at the Northbridge Town Hall, 7 Main Street, Whitinsville, MA. Any person or organization so wishing will be afforded an opportunity to be heard. Suggestions for other activities may be made at the hearing or in writing to the Office of the Town Manager before the hearing. The Town encourages a broad spectrum of participation by residents and other interested parties in order to better understand and serve the needs of the community. The hearing location is accessible to persons with physical disabilities. If you require a translator, an accommodation for a hearing impairment or other accommodation, contact the Office of the Town Manager no later than Tuesday, February 4th, at the Town Hall, by calling 508.234.2095 or via email at agaudette@northbridgemass.org.

James J. Athanas, Chairman
Board of Selectmen
1/27/20, 2/3/20

PUBLIC HEARING DOCUMENTATION

Applicants are required to hold at least *two* formal public hearings *during a CDBG grant cycle*. At least *one must be held before submitting an application* for CDBG funds. DHCD encourages but does not require applicants to hold more than one public hearing during the application process.

1. Public hearings should be held at least two (2) weeks prior to the submittal of the application. The hearings must be held during times that the public can reasonably be expected to attend. The meetings dates must also allow sufficient time for the applicant to make changes in the proposal if public input so warrants.
2. Advance notice must be sufficient to reasonably allow for attendance. Notices should include:
 - a. Identify the public body that is to hold the hearing;
 - b. Identify the project area(s) and proposed activities;
 - c. The names of each community participating in the proposed activities;
 - d. Identify the agency that is to undertake the project(s);
 - e. Identify the date, time, and place of the hearing; and,
 - f. State that any person or organization wishing to be heard will be afforded an opportunity to be heard.
3. Public notification can include the following: newspaper articles notices; public service spots on radio or cable television; brochures/flyers at various locations within each of the communities participating in a joint activity or program; bulletin boards, and legal advertisements.
4. Public Notice Documentation: Describe and attach a copy of the notices, articles, etc., which informed the public of hearing.
5. Minutes: Attach a copy of the minutes of any hearings. Minutes must include presentations and concerns raised or comments made by those in attendance, and a list of persons who attended the hearing.
6. If this FY 2020 application proposes to continue a previously funded CDBG project/program, please attach a copy of the minutes from the public hearing that includes citizens' views on the outcomes and the effectiveness of the CDBG project/program and ways of improving these projects/programs.



TOWN OF NORTHBRIDGE, MASSACHUSETTS
COMMUNITY PLANNING & DEVELOPMENT

R. Gary Bechtholdt II, Town Planner
7 Main Street Whitinsville, MA 01588
Phone: (508) 234.2447 Fax: (508) 234.0821
gbechtholdt@northbridgemass.org

January 16, 2020

Adam Gaudette, Town Manager
Northbridge Memorial Town Hall
7 Main Street, Whitinsville, MA 01588

C.

RE: LEONARDO ESTATES -ACCEPTANCE OF GIFT
Linwood Playground Basketball Court Improvements

Dear Adam:

As part of the Leonardo Estates subdivision approval (Windstone Drive), the Developer (Joseph Leonardo, Terreno Realty, LLC) agreed to provide the town with a one-time monetary donation (gift) of \$5,000.00 in lieu of designating a parcel of land as open space within the development.

At its meeting of January 14, 2020, the Planning Board acknowledged receipt of check and voted unanimously to recommend the Board of Selectmen accept gift on behalf of and for the benefit of the Northbridge Playground & Recreation Commission to be used towards improvements to the Linwood Playground basketball courts.

In communicating with Michael Proto (Chair of the Playground & Recreation), the Commission is currently seeking funding to replace the basketball courts at the Linwood Playground; proceeds would lessen the amount of town funds needed to complete this priority project.

Please make arrangements for the Board of Selectmen to consider acceptance of gift at its meeting of Monday, January 27, 2020. Planning shall invite Mr. Proto (Chair, Playground & Rec) to attend the meeting to speak on this matter, if so needed.

If you should have any questions or require additional information, please let me know.

Sincerely,

R. Gary Bechtholdt II
Northbridge Town Planner

Cc: M. Proto (Playground & Rec)
Planning Board
J. Leonardo (Developer)
DPW -Highway
/File

D.

TOWN OF NORTHBRIDGE
HOLD HARMLESS AGREEMENT

Applicant: Tri-Valley Front Runners, Inc. [Attn: Matt Kellogg]

Address: P.O. Box 125
Milford, MA 01757

Phone:

Special Permit: To conduct a road race [Frank Nealon Memorial Boston Tune Up 15K] beginning and ending at Nipmuc Regional High School with a portion of the race crossing into Northbridge.

In consideration of the approval of the above-listed permit, the applicant agrees to hold harmless, indemnify and defend the Town of Northbridge, its officials, agents, and employees from and against all claims, losses, damages, liabilities and costs, including but not limited to cost of defense arising out of, or in any way connected with the issuance and use of this permit.

Signed by:  **Date:** 1-20-2020
Matthew Kellogg, Race Director, Tri-Valley Front Runners

Function/Date(s): Road Race
Sunday, April 5, 2020
10:00AM

Frank Nealon Boston Tune-Up 15k, Upton, MA

Measured Oct 8, 2016 by Mark Capparella and Stephen Peckiconis

E-mail: mark_capparella@waters.com / cell: 508 740 7836

USATF Certification #MA16024JK
Effective 1/4/2017 - 12/31/2026
Drop -0.53 m/Km, Separation 0.86%



START: Starting line is on Pleasant St., at the front edge of the more northeastern (furthest away from Maple Ave.) cross walk stripe across Pleasant St. at Maple Ave. intersection. This point is 8 feet, zero inches before the front edge of the storm grate on Pleasant St and is marked with a PK nail, washer, and paint near the curb on the Maple Ave. side of Pleasant St.

FINISH: Finish line is on the main Nipmuc Regional High School driveway, which winds around the back of the school. The finish point is 5 feet, 2 inches after the preceding curb seam and 11 inches before the later curb seam. The point is 17 feet, 10 inches from the closest point on the rim of the manhole cover in the driveway before the finish. The point is marked with PK nails, washers and paint.

Split Locations

Mile 1 – 96 feet after mailbox post for #64 Mendon Street

Mile 2 – 22 feet before Verizon utility pole # 22 on South Street, 57 feet before driveway for 68 South St.

Mile 3 – 32 feet before Me. Co. utility pole # 51-50 on South St, opposite from mailbox for #154 South St

5k – 78 feet before Me. Co. utility pole # 54 on South Street, opposite 158 South St

Mile 4 – 39 feet after utility pole # 15 on Oak Dr.

Mile 5 – 61 feet after mailbox post for # 115 Moon Hill Rd.

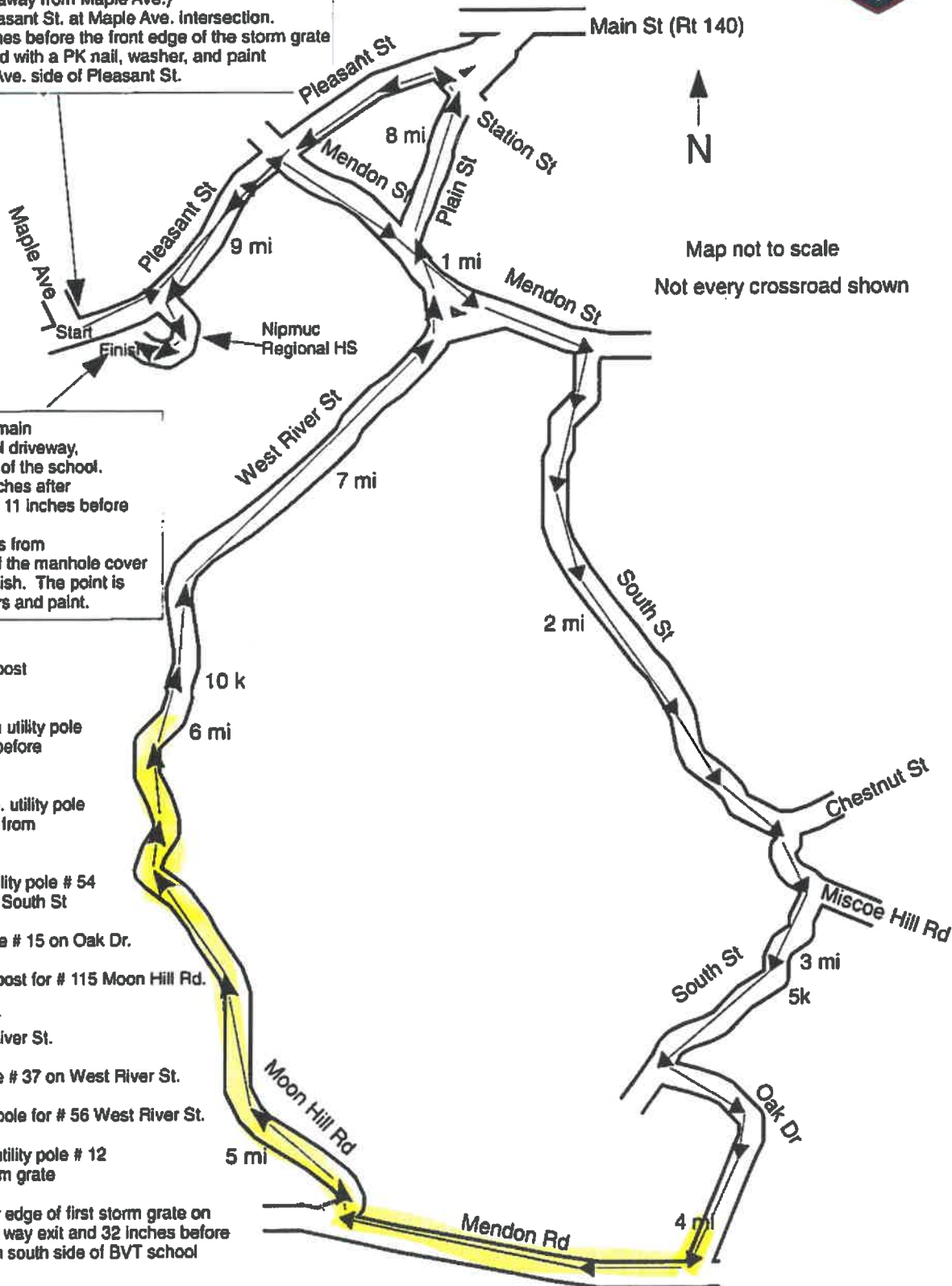
Mile 6 – 61 feet, 4 inches after mailbox post for # 165 West River St.

10k – 41 feet before utility pole # 37 on West River St.

Mile 7 – 42 feet after mailbox pole for # 56 West River St.

Mile 8 – 29 feet after Verizon utility pole # 12 on Plain St., 9 feet before storm grate

Mile 9 – 19 feet, 7 inches after edge of first storm grate on south side of BVT school one way exit and 32 inches before edge of second storm grate on south side of BVT school one way exit on Pleasant St.





Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248667579
Jan. 29, 2010 LTR 4167C E0
23-7283854 000000 00

00016345
BODC: NOBOD

ROAD RUNNERS CLUB OF AMERICA INC
1501 LEE HWY STE 140
ARLINGTON VA 22209

Employer Identification Number: 23-7283854
Group Exemption Number: 2702
Person to Contact: Mr. Gerding
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 20, 2010, request for information about your tax-exempt status.

Our records indicate that you were issued a determination letter in June 1976, and that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list you submitted as exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106 and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

RE: 15k Road Race - Sunday, April 5

Walter Warchol <wwarchol@northbridgemass.org>

Wed 1/22/2020 9:07 AM

To: Melissa Wetherbee <mwetherbee@northbridgemass.org>

Melissa:

They have held the race in previous years, Mendon Road is a heavily travelled way with poor visibility in the area of Moon Hill Rd. I do not have a problem with their request as long as they comply with our detail requests. I would require them to have a detail in the area of Mendon Rd. and Moon Hill Rd.

Chief

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

From: Melissa Wetherbee

Sent: Tuesday, January 21, 2020 10:52 AM

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

Cc: Sharon Susienka <ssusienka@northbridgemass.org>

Subject: Fw: 15k Road Race - Sunday, April 5

Good morning,

Please see the attachment and email below. Once I receive your approval I will schedule it for approval of the Board of Selectmen.

Thank you

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

Monday: 8:30 AM ~ 7 PM

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

Friday: 8:30 AM ~1 PM

From: Matthew Kellogg <mattkellogg1981@gmail.com>

Sent: Monday, January 20, 2020 2:30 PM

To: Sharon Susienka <ssusienka@northbridgemass.org>; Melissa Wetherbee <mwetherbee@northbridgemass.org>

Subject: 15k Road Race - Sunday, April 5

Good Afternoon.

Re: 15k Road Race - Sunday, April 5

Jim Shuris <jshuris@northbridgemass.org>

Wed 1/22/2020 8:49 AM

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

Cc: Sharon Susienka <ssusienka@northbridgemass.org>

Melissa:

FYI - Portions of Moon Hill Road are currently on our early April 2020 construction season road repair list.

Otherwise, I have no concerns about this event.

Jim Shuris

James Shuris, P.E., MBA
Director of Public Works & Town Engineer
Town of Northbridge
P.O. Box 88
11 Fletcher Street
Northbridge, MA 01588
Tel. No. (508) 234-0816
Fax. No. (508) 234-0807

From: Melissa Wetherbee <mwetherbee@northbridgemass.org>

Sent: Tuesday, January 21, 2020 10:52 AM

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

Cc: Sharon Susienka <ssusienka@northbridgemass.org>

Subject: Fw: 15k Road Race - Sunday, April 5

Good morning,

Please see the attachment and email below. Once I receive your approval I will schedule it for approval of the Board of Selectmen.

Thank you

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

Monday: 8:30 AM ~ 7 PM

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

Friday: 8:30 AM ~1 PM

Re: 15k Road Race - Sunday, April 5

Melissa Wetherbee <mwetherbee@northbridgemass.org>

Wed 1/22/2020 9:23 AM

To: Matthew Kellogg <mattkellogg1981@gmail.com>

Cc: Sharon Susienka <ssusienka@northbridgemass.org>

Good morning Matt,

I have received approval from both the Department of Public Works - Highway Division and the Police Department pending that you comply with the Chiefs request.

The Chief of Police is requiring that since it is a heavily traveled with poor visibility, a detail in the area of Mendon and Moon Hill Road be coordinated. The Police Department can be reached at 508-234-6211.

The Highway Departments only concern is that portions of Moon Hill Road are scheduled to undergo construction in early April 2020. Please contact the Director of Public Works, James Shuris to coordinate. He can be reached at 508-234-3581.

I will be scheduling this before the Board of Selectmen at their upcoming meeting of January 27th. Providing it is approved you will received a letter stating such.

Thank you

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

Monday: 8:30 AM ~ 7 PM

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

Friday: 8:30 AM ~1 PM

From: Melissa Wetherbee <mwetherbee@northbridgemass.org>

Sent: Tuesday, January 21, 2020 9:29 AM

To: Matthew Kellogg <mattkellogg1981@gmail.com>; Sharon Susienka <ssusienka@northbridgemass.org>

Subject: Re: 15k Road Race - Sunday, April 5

Good morning Matt,

Thank you for sending all the information. I will request approval from the Highway Department and Police Department. Once received I will add it to the Selectmen's agenda for approval. I will be in touch if there is anything further needed.

Thank you.

*Melissa Ciaramitaro, Sr. Adm. Asst./HR. Asst.
Town Manager's Office
Town of Northbridge
7 Main Street Whitinsville, MA 01588*

LEASE

ARTICLE 1: PARTIES

This Lease (this "Lease") is entered into on this 10th day of February, 2020, by and between the Town of Northbridge, having an address of Northbridge Town Hall, 7 Main Street, Whitinsville, MA 01588 ("Landlord"), and Blackstone Valley Vietnam Veterans of United States, a non-profit veterans organization, having an address of 875 Hill Street, Whitinsville, MA 01588 ("Tenant").

ARTICLE II: PREMISES

2.1. Premises and Permitted Use. Landlord does hereby demise and lease unto Tenant a parcel of land with the building known as the Northbridge Center School property, located at 875 Hill Street, Whitinsville, and described in a deed recorded with the Worcester South District Registry of Deeds in Book 3697, Page 510 (the "Premises"). Tenant shall use the Premises as a post for its members, and for all other uses and purposes incidental thereto (the "Permitted Use").

2.2. Condition of the Premises. Tenant acknowledges that it has inspected the Premises and is fully satisfied with the physical condition thereof and agrees to accept possession of the Premises in its "as is" condition.

ARTICLE III: TERM

The Term of this Lease shall commence on March 1, 2020 (the "Commencement Date"), and terminate on April 30, 2025 (the "Initial Term"). Landlord has the option of extending this Lease for another five (5) year period, until March 1, 2030 (the "Extension Term"), provided that (a) Tenant is not then in default of this Lease, (b) Tenant gives written notice to the Town at least ninety (90) days prior to the expiration of the Initial Term that they wish to extend, and (c) Landlord consents to the extension, which consent shall not be unreasonably withheld. Each Lease Year shall commence on March 1 and terminate on April 30, of the subsequent calendar year. The Initial Term and the Extension Term are referred to together as the "Term."

ARTICLE IV: RENT

4.1 Payment of Rent. Tenant covenants and agrees to pay Landlord, without notice or demand therefore and without any deduction or set-off whatsoever, except as expressly otherwise provided herein, the "Base Rent" and "Additional Rent", as such terms are defined below.

4.2 Base Rent. Tenant shall pay rent to Landlord in the amount of \$1 for each Lease Year during the Term of this Lease (the "Base Rent"), paid in advance on the anniversary of the Commencement Date. Base Rent for the first Lease Year shall be paid on the Commencement Date.

4.3 Additional Rent. Tenant shall also be responsible for any and all taxes, levies, betterments or assessments, fees or charges that are assessed or chargeable during the term of this Lease in relation to Tenant's use of the Premises. All sums required to be paid by Tenant

under this Lease, other than Base Rent, shall be construed and paid as Additional Rent. Additional Rent shall accrue from the Commencement Date and shall be paid when due as reflected in periodic invoices to be sent by Landlord to Tenant. Base Rent and Additional Rent are referred to, together, as "Rent".

4.4. General Rent Provisions. All Rent and other payments required to be made by Tenant to Landlord under this Lease shall be paid and delivered to Landlord at the address set forth above, or at such other place as Landlord may from time to time direct by written notice to Tenant.

4.5. Interest. All payments becoming due under this Lease and not paid when due shall bear interest from the applicable due date until received by Landlord at an annual rate equal to the prime rate of interest charged from time to time by Bank of America or its successor, plus two percent (2%).

4.6. Triple Net Lease. Landlord and Tenant acknowledge and agree that this is an absolute triple net lease, and Tenant shall have the sole responsibility with regard to maintaining the Premises. Accordingly, the Rent hereunder shall be net to Landlord.

ARTICLE V: UTILITIES

Tenant shall contract directly with applicable providers for all utility services (including, without limitation, water, gas, and electricity), and pay the bills therefor promptly upon receipt of the same. Landlord shall have no obligation to provide utilities for the Premises. Tenant shall, if requested by Landlord, provide Landlord with evidence of payment of utilities. If Tenant fails to pay the same when due, Landlord shall have the right, but not the obligation to pay the same, and to charge Tenant the costs thereof, which shall be paid promptly by Tenant upon demand. Landlord shall have the same remedies as to nonpayment of utility charges as it has for nonpayment of Rent.

ARTICLE VI: MAINTENANCE AND OPERATING COSTS

6.1. Maintenance by Tenant. Tenant shall be responsible, throughout the Term of this Lease and so long thereafter as Tenant is in occupancy of the Premises, for maintaining the Premises in good order and condition, including without limitation, maintaining the interior of the building on the Premises (the "Building"), all operating systems serving the Building (plumbing, electric, boiler, heating, ventilation and air-conditioning), and all structural components of the Building (that is, the Building roof, foundation, subfloors and exterior walls). Tenant shall also be responsible for all costs related to municipal services, including without limitation, water and sewer charges. Tenant shall have sole responsibility for securing the Premises.

If Tenant shall fail to keep the Premises in the condition required herein, or if repairs are required to be made by Tenant pursuant to the terms hereof, within thirty (30) days after notice by Landlord (or without notice in any emergency, immediately threatening life or property), Landlord shall have the right (but shall not be obligated) to make such repairs, replacements or perform maintenance work or any other work required of Tenant pursuant to this Lease and charge the reasonable cost thereof to Tenant as Additional Rent, with interest.

6.2. Maintenance by Landlord. Landlord shall be responsible for the maintenance of the exterior of the Premises, including the driveways, walkways, sidewalks, entrances and parking

areas, and for the removal of snow and ice from the Premises.

ARTICLE VII: IMPROVEMENTS, ALTERATIONS AND ADDITIONS

7.1. Construction and Leasehold Improvements. Tenant may make non-structural alterations or additions to the Premises without Landlord's prior written consent. Tenant may make structural alterations or additions to the Premises provided Tenant shall first obtain Landlord's prior written consent thereto, which consent shall not be unreasonably withheld. All such allowed or required alterations or additions shall be at Tenant's expense, and shall be in quality at least equal to the present construction.

7.2. Compliance with Laws. Tenant shall procure all necessary permits before undertaking any work on the Premises, including without limitation any structural alterations, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality and shall defend, hold harmless, exonerate and indemnify Landlord from all injury, loss or damage to any person or property occasioned by such work. Tenant shall at all times comply with, to the extent the same are applicable, (i) Massachusetts public bidding laws and all laws, rules, orders and regulations of governmental authorities having jurisdiction thereof, in effect at the time of application for permits for such work; (ii) orders, rules and regulations of any Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions, and governing insurance rating bureaus; and (iii) plans and specifications (which shall be prepared by and at the expense of Tenant and approved by Landlord prior to beginning any work). Tenant agrees to employ responsible contractors for such work and shall cause such contractors to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contractors on or about the Premises in amounts reasonably acceptable to Landlord and agrees to submit certificates evidencing such coverage to Landlord prior to the commencement of and during the continuance of such work.

7.3. Insurance. Contractors engaged by Tenant to perform any work on the Premises shall maintain worker's compensation insurance, liability insurance and automobile liability insurance from the commencement of the work until the completion thereof, as required by law, in amounts reasonably acceptable to Landlord and shall name Landlord as an additional insured party. Prior to the commencement of any work on the Premises, Tenant shall require each contractor to provide Landlord with a copy of the contractor's insurance certificate indicating liability insurance coverage as herein specified, and copies of any approvals, including any building permits, necessary or obtained to conduct said construction. To the extent possible, Tenant shall require the contractors to obtain, for each policy of insurance secured by the contractors, provisions permitting waiver of any claims against Landlord for loss or damage within the scope of the insurance, and the contractors, for themselves and their insurers, waive all claims against Landlord as to such claims covered by such insurance.

7.4. Liens and Encumbrances. Tenant shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant in connection with work of any character performed at the direction of Tenant and shall cause any such lien to be released of record without cost to Landlord within sixty (60) days of the filing of the lien. Landlord shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value

of any work done or material furnished to the Premises or any part thereof, but all such improvements, alterations and repairs shall be done and materials and labor furnished at Tenant's expense, and the laborers and materialmen furnishing labor and materials to the Premises or any part thereof shall release Landlord and the Premises from any liability.

7.5. Ownership of Improvements. All structural alterations and additions made by Tenant shall become the exclusive property of Landlord upon completion. All nonstructural alterations and additions made by Tenant shall remain the exclusive property of Tenant. Tenant may at any time, at its sole option, remove any such nonstructural alteration or addition and restore the Premises to the same conditions as prior to such alteration or addition, reasonable wear and tear and damage by fire or other casualty only excepted.

ARTICLE VIII: USE OF PREMISES

8.1. Permitted Use. Tenant shall use the Premises only for the Permitted Use. Tenant shall, at its expense, obtain any and all licenses and permits necessary for such use and comply with all governmental laws, ordinances and regulations applicable to the use of the Premises. Tenant shall not use the Premises in any manner that constitutes a nuisance. Tenant shall not permit the Premises to be used in any way which would, in the opinion of Landlord, be extra hazardous or which would increase or render void the fire insurance on the Premises.

8.2. Compliance with Applicable Laws. Tenant shall comply with all laws, orders and regulations of federal, state, county and city authorities, and with any of Landlord's rules and regulations which may be set forth in this Lease, applicable to the Premises or to Tenant's use of the Premises.

8.3. Assignment and Subleasing. Tenant shall not assign, sublet, underlet, mortgage, pledge or encumber (collectively referred to as "Transfer") this Lease without Landlord's prior written consent, which consent shall be exercised in Landlord's sole discretion. As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of Tenant's interest in the Lease by operation of law.

8.4. Hazardous Materials. (a) Tenant agrees that it shall not maintain, generate, allow or bring on the Premises or transport or dispose of on or from the Premises (whether through the sewer system or into the ground or by removal off-site or otherwise) any Hazardous Waste, Hazardous Material, Oil or radioactive material, other than commercially reasonable quantities of such materials as are customarily used in the operation of the Permitted Use, provided the same are used, stored, handled, and disposed in accordance with all applicable laws and regulations.

As used herein, the terms "Hazardous Waste", "Hazardous Material", and "Oil" shall be defined as provided in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E Of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time.

(b) Tenant hereby agrees to indemnify and hold harmless Landlord, and those claiming by, through and under Landlord, from and against any and all liability, loss, damage, costs, expenses

(including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature in any way suffered, incurred, or paid as a result of any release or threatened release of oil or hazardous material as defined under federal, state or local law on or from the Property which is caused by Tenant, its agents, employees, contractors, representatives or licensees. The provisions of this subsection shall survive the expiration or earlier termination of the Lease.

(c) During the Term of this Lease, and for so long as Tenant uses the Premises, Tenant shall adhere to any and all local, state, and federal laws, rules or regulations regarding the production, storage, handling or disposal of oil or hazardous or toxic materials as defined under local, state, or federal law. Any violation of said laws, rules or regulations shall be deemed a material breach of the Lease for which Landlord may terminate the Lease.

(d) Tenant has conducted an inspection of the Premises and is not relying on any representation or information provided by Landlord as to the presence or absence of hazardous materials on the Premise.

ARTICLE IX: INDEMNIFICATION; RELEASE

9.1. Indemnification. Tenant shall, during the Term hereof, assume and maintain exclusive control of the Premises and, to the maximum extent this provision may be made effective according to law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, expenses or liability of whatever nature arising from any act, omission or negligence of Tenant, Tenant's contractors, licensees, agents, servants, employees, customers, and invitees, or anyone claiming by, through or under Tenant, or arising, directly or indirectly, from any accident, injury or damage whatsoever, however caused, to any person, or to the property of any person, occurring during the Term of this Lease and, thereafter, so long as Tenant or any occupant claiming under Tenant is in occupancy of any part of the Premises, in or about the Premises, or arising from any accident occurring outside the Premises but within the general area of the Premises, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of Tenant or Tenant's contractors, licensees, agents, servants, employees, customers, or invitees, or anyone claiming by, through or under Tenant.

The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, including attorney's fees, and the defense thereof with counsel acceptable to Landlord or counsel selected by an insurance company which has accepted liability for any such claim.

9.2. Release. To the maximum extent this Lease may be made effective according to law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any injury, loss or damage to Tenant or any other person claiming by, through or under Tenant, or to the fixtures or other personal property of Tenant or any person claiming by, through or under Tenant. Without limitation, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or those claiming by, through or under Tenant, for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, its or their property from the breaking, bursting, stopping or leaking of electric cables and wires, and water, waste,

gas or steam pipes.

The provisions of this Article IX shall survive the expiration or earlier termination of the Lease.

ARTICLE X: INSURANCE

10.1. Insurance Coverage.

Personal Property. Tenant agrees that Landlord shall have no responsibility or liability for any loss or damage or injury to from any cause whatsoever, including theft or otherwise of fixtures, improvements, or other personal property of Tenant. Tenant agrees that it shall continuously keep its fixtures, merchandise (if any), equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by Tenant insured by reputable, duly licensed insurance companies against loss or damage by fire with the usual extended coverage endorsements

General Requirements. Landlord shall be named as an additional insured on all insurance policies. All required insurance shall be written with such companies qualified to do business in Massachusetts, as Tenant shall select and Landlord shall approve, which approval Landlord agrees not to withhold unreasonably. Certificates of all policies procured by Tenant in compliance with its obligations under this Lease shall be delivered to Landlord prior to Tenant entering upon the Premises for any purpose whatsoever and thereafter at least thirty (30) days prior to the expiration of any such policy. Without limiting Landlord's other rights under any other provisions of this Lease, if Tenant shall fail to keep the Premises insured as provided herein, and if such failure shall continue to a period often (10) days following written notice by Landlord to Tenant thereof, then Landlord, without further notice to Tenant, may take out and pay for such insurance, and the amount of such payment shall become due and payable as additional Rent on demand.

Tenant hereby waives any and all rights of recovery which it might otherwise have against the Landlord, its agents, employees and other persons for whom the Landlord may be responsible for any loss or damage to Tenant's property or improvements in the Premises which are either required to be insured under the terms of this Lease or which Tenant, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act or default under the terms of this Lease by Landlord, its agents, employees, contractors, or other persons for whom Landlord may be responsible.

10.4. Landlord's Insurance. Landlord agrees to maintain a policy of insurance upon the Premises, with such deductibles as Landlord deems advisable, insuring against fire and the risks covered by extended coverage endorsements, subject to appropriate co-insurance requirements, but specifically excluding any property of Tenant or fixtures installed by Tenant. Tenant agrees to reimburse Landlord, on demand, for the entire cost of any increases in insurance premiums resulting from Tenant's use of the Premises.

ARTICLE XI: CASUALTY; EMINENT DOMAIN

(a) For the purposes of this Article XI, "substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially affect the use of the Premises for the Permitted Purposes.

(b) If a substantial part of the Premises shall be destroyed or damaged by fire or other casualty, or if a substantial part of the Premises shall be taken by any public or quasi-public agency or authority other than Landlord for any public or quasi-public use under governmental law or by right of eminent domain and the taking would materially interfere with the use of the Premises for the purposes for which it is then being used by Tenant, then this Lease shall terminate at the election of either Landlord or Tenant. Any such termination shall be effective thirty (30) days after the date of notice thereof.

(c) If any part of the Premises is damaged by fire or other casualty or is taken by a public authority and this Lease is not terminated by Landlord or Tenant as provided above, Landlord shall proceed with reasonable diligence to repair and restore the Premises, or what remains thereof in the case of a partial taking, to their condition prior to such damage, destruction, or taking.

(d) In the event of a taking by eminent domain, Landlord shall have, and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Premises and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage. Tenant covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's usual trade fixtures installed in the Premises by Tenant at Tenant's Expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by Landlord from the taking authority.

ARTICLE XII: TERMINATION; DEFAULT

In the event that:

(a) Tenant 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) Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice; or

(c) Tenant shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors,

then Landlord shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended, and remove Tenant's effects, without prejudice to any remedies which might be otherwise used for arrears of Rent or other default. If Tenant shall default after reasonable notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be performed or observed by virtue of any of the provisions of any article of this Lease, Landlord, 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 Tenant. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default, including but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred shall be paid to Landlord by Tenant as Additional Rent.

Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease from and after Tenant's default.

ARTICLE XIII: MISCELLANEOUS

13.1 Changes in Lease.

None of the covenants, agreements, provisions, terms and conditions of this Lease shall in any manner be changed, altered, waived or abandoned except by a written instrument signed, sealed and mutually agreed upon by all the parties hereto, and approved as required by law. Such instrument shall not be void for want of consideration.

13.2 Holding Over.

If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after the expiration of the term hereof, without any agreement in writing between Landlord and Tenant with respect thereto, prior to acceptance of rent by Landlord, the person remaining in possession shall be deemed a tenant at sufferance. After acceptance of rent by Landlord the person remaining in possession shall be deemed a tenant from month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable to a tenant from month-to-month.

13.3 Yield Up at Termination of Lease.

Tenant shall, within thirty (30) days from the expiration or other termination of this Lease, and at its sole cost and expense, remove all its facilities, apparatus, equipment and property from the Premises and deliver the Premises to Landlord in the condition in which Tenant is required to maintain the same as set forth in this Lease (reasonable wear and tear and damage from fire or other casualty excepted), leaving all improvements made to the Premises in good repair, which improvements shall become Landlord's property. This obligation shall survive the termination of this Lease.

13.4 Quiet Enjoyment.

Landlord hereby warrants and covenants that Tenant shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of Landlord, or by any other person(s) for whose actions Landlord is legally responsible.

Landlord or its agents may, at reasonable times and without interfering with Tenant's operations, enter the Premises to inspect for compliance with the terms hereof. Landlord shall give Tenant a minimum of twenty-four (24) hours notice for such visits, provided however that Landlord may enter the Premises at any hour and without twenty-four (24) hours notice in the case of an emergency affecting the Premises.

13.5 Severability.

If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

13.6 Force Majeure.

In any case where either party hereto is required to do any Act, delays caused by or resulting from war, fire, flood or other casualty, unusual regulations, unusually severe weather, or other causes beyond such party's reasonable control shall not be counted in determining the time during which such Act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time," and such time shall be deemed to be extended by the period of the delay.

13.7 Binding Agreement; Covenants and Agreements: Governing Law; Personal Liability.

This Lease shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. All covenants, agreements, terms and conditions of this Lease shall be construed as covenants running with the land. This Lease contains the entire agreement of the parties and may not be changed or modified except by a written instrument in accordance with the provisions herein. This Lease shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Lease.

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party to be bound thereby.

No mention in this Lease of any specific right or remedy shall preclude Landlord or Tenant from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

No official, employee or consultant of the Town of Northbridge shall be personally liable to Tenant or any partner thereof, or any successor in interest or person claiming through or under Tenant or any such partner, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Lease or any amendment or extension entered into pursuant hereto.

13.8 Notice.

Any notice relating to the Premises or to the occupancy thereof shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to the other party at the addresses listed in Article 1, or at such other addresses as the parties may from time to time designate by written notice to the other party.

IN WITNESS WHEREOF, this Lease has been executed in duplicate by the parties hereto, under seal.

LANDLORD:
TOWN OF NORTHBRIDGE

TENANT:
BLACKSTONE VALLEY VIETNAM VETERANS

Name: James J. Athanas
Title: Chairman, Board of Selectmen

Name:
Title: Post Commander



Town Of Northbridge Town Accountant

Town Hall, 7 Main Street
Whitinsville, MA 01588-2210

Phone (508) 234-2263

Fax (508) 234-7640

To: Adam Gaudette, Town Manager

From: Neil Vaidya, Town Accountant

Subject: Veterans Building Expenses

Date: February 7, 2020

Dear Adam,

Costs associated with the veterans building at 875 Hill Street can be broken out as follows:

	2019	2018
National Grid	\$ 604.61	\$ 539.40
Water	221.31	246.82
Peterson	2,963.29	3,005.31
Milford Exterminating	600.00	300.00
Total	\$4,389.21	\$ 4,091.53

Sincerely,

Neil Vaidya
Town Accountant

Know all Men by These Presents,

F.

That the Town of Northbridge, in the County of Worcester and Commonwealth of Massachusetts, in consideration of Three Thousand Two Hundred Dollars, paid by **Sandra Beccia, of 279 Prairie Street, Northbridge, MA**, the receipt of which is hereby acknowledged, does sell and convey to said Sandra Beccia, those certain cemetery **Lots No. 258 and 259, 2 full graves, situated on the way called Forest Ave South, in the Pine Grove Cemetery**, and the sole and exclusive right of burial of the dead therein, subject to the following rules and restrictions for the regulation and government of said Cemetery; viz:

1st. That the said Lot shall not be used for any other purpose than as a place of burial for the dead, and proper Cemetery uses, such as the Town may approve; and no trees within the Lot or the Cemetery shall be cut down or destroyed without consent of the Town.

2nd. That if any trees or shrubs in said Lot shall become in any way detrimental to the adjacent lots or avenues, or dangerous or inconvenient, the Town shall have the right to enter into said Lot and remove said trees or shrubs, or such parts thereof as are dangerous, detrimental or inconvenient.

3rd. That if any monument or other structure whatever, or any inscription, be placed in the said Lot which shall be determined by the Town to be offensive, the Town shall have the right to enter upon said Lot and remove said offensive or improper object or objects.

4th. If a fence shall at any time be erected or placed in or around said Lot, the materials or design of which shall not be approved by the Town, it must be forthwith removed upon direction of the Town, and if not so removed the Town shall have the right to enter upon said Lot and remove said fence.

5th. The said lot shall be holden subject to all by-laws, rules and regulations made and to be made by the Town.

IN WITNESS WHEREOF, the said Town of Northbridge has caused these presents to be signed and sealed by its Board of Selectmen, this 27th day of January, in the year of our Lord Two Thousand Twenty.

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

G.

WARRANT FOR THE PRESIDENTIAL PRIMARIES
TUESDAY, MARCH 3, 2020
TOWN OF NORTHBRIDGE

WORCESTER, SS.

To the Constables of the **TOWN OF NORTHBRIDGE**

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of the Town of Northbridge who are qualified to vote in Primaries to vote at:

Precincts 1, 2, 3, and 4
Northbridge High School, 427 Linwood Avenue

on **TUESDAY, THE THIRD DAY OF MARCH, 2020**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the Presidential Primaries for the candidates of political parties for the following offices:

PRESIDENTIAL PREFERENCE FOR THIS COMMONWEALTH
STATE COMMITTEE MAN (Precincts 1 & 3) WORCESTER & NORFOLK SENATORIAL DISTRICT
STATE COMMITTEE MAN (Precincts 2 & 4) SECOND WORCESTER SENATORIAL DISTRICT
STATE COMMITTEE WOMAN (Precincts 1 & 3) WORCESTER & NORFOLK SENATORIAL DISTRICT
STATE COMMITTEE WOMAN (Precincts 2 & 4) SECOND WORCESTER SENATORIAL DISTRICT
TOWN COMMITTEE TOWN OF NORTHBRIDGE

HEREOF FAIL NOT, and make return of this warrant with your doings thereon, to the Town Clerk, at the time and place of said voting.

GIVEN under our hands this 27TH DAY OF JANUARY, 2020.

SELECTMEN OF NORTHBRIDGE

James J. Athanas, Chairman

Charles Ampagoomian, Jr.

Alicia M. Cannon

Thomas J. Melia

Daniel J. Nolan

And you are directed to serve this warrant by posting attested copies thereof at the Whitinsville Post Office and the Salvation Army, both in Precinct 1; Gary's Variety and the Northbridge Post Office in Northbridge, both in Precinct 2; Town Clerk's Office and 1Quickstop in Whitinsville, both in Precinct 3; and the Whitinsville Social Library and Town Hall Annex in Whitinsville, both in Precinct 4; seven (7) days at least before the time and place of Primaries aforesaid.

WORCESTER, SS

Northbridge

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

Constable, Town of Northbridge

Date

Warrant must be posted by **February 25, 2020**, (at least *seven days prior* to the **March 3, 2020**, Presidential Preference Primary).



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**

G.

MEMORANDUM

DATE: February 10, 2020

TO: Board of Selectmen
Adam D. Gaudette, Town Manager

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

SUBJECT: Annual Town Election (May 19, 2020) - Notice of Vacancies

Please be advised that per MGL Chapter 41, Section 10, the Board of Selectmen must notify the Town Clerk's Office of all vacancies on elected boards/committees to be included on the annual town election warrant at least 64 days prior [no later than March 16, 2020] to the annual town election, which will take place Tuesday, May 19, 2020.

Therefore, please vote to notify the Town Clerk of the vacancies shown below:

School Committee: 1-year term 1 Seat (expires 2021)
Failure to elect at the May 2019 Annual Town Election

Housing Authority: 3-year term 1 Seat (expires 2023)
Failure to elect at the May 2019 Annual Town Election

Housing Authority: 1-year term 1 Seat (expires 2021)
Failure to elect at the May 2019 Annual Town Election

Redevelopment Authority: 3-year term 1 Seat (expires 2023)
Failure to elect at the May 2019 Annual Town Election

Redevelopment Authority: 2-year term 1 Seat (expires 2022)
Failure to elect at the May 2019 Annual Town Election

Thank you.

c: Doreen Cedrone, Town Clerk

Town Manager's Report for the Period of January 27, 2020 – February 7, 2020

1. Key Meetings Attended:

- Monday, January 27, 2020 – BOS Meeting was postponed – all items moved to February 10, 2020.
- Monday, January 27, 2020 – Participated in Fire Station Conference Call with Design Team.
- Tuesday, January 27, 2020 – Conference call with Kopelman & Paige and staff regarding Tax Title/Eviction issue.
- Tuesday, January 27, 2020 – Met with Chairman Athanas.
- Monday, February 3, 2020 – Met with Michael Welch, Chairman of Unibank.
- Monday, February 3, 2020 – Met with Superintendent A. McKinstry and Business Manager M. Walker from NPS to discuss preliminary budgets for FY2021.
- Monday, February 3, 2020 – Participated in Fire Station Conference Call with Design Team.
- Tuesday, February 4, 2020 – Met with staff to discuss capital planning for FY2021.
- Wednesday, February 5, 2020 – Attended the BPCC Meeting (Fire Station and Turf Field).
- Thursday, February 6, 2020 – Met with Selectmen Melia to discuss BOS Agenda.

2. **Balmer School Building Project:** Project construction by Fontaine Brothers continues. Steel erection is underway. Trade bids continue to be finalized and CM amendments have been approved. The MSBA recently visited the project on Wednesday, January 22, 2020 for a regular site visit. The next School Building Committee is scheduled for February 18, 2020.
3. **Fire Station Project (Feasibility Study):** The BPCC met with Kaestle-Boos Architects and the OPM Cardinal Construction this week on February 5, 2020. The design team presented updated cost estimates and discussed presentation preparation for the BoS Meeting scheduled for February 10th and also FinCom on February 19th. The Chief and Town Manager will be presenting again to the Department in the upcoming weeks as well. A draft feasibility study report, incorporating all information date, was distributed and the BPCC will be developing comments for their next meeting on February 26th. The website is up and running and several comments have been received. Website link is www.northbridgefirestationproject.org.
4. **Lasell Field Turf Project:** The BPCC met with the Land Scape Architect Activitas last on January 22, 2020 to finalize the design concept and fine-tune the budget. The project construction was advertised last week on January 30th. The Committee meets again with Activitas on February 26, 2020 to discuss bids which will be due February 20, 2020. The team is preparing to provide the BoS with an update at their February 24th Meeting.
5. **FY2021 Budget Process/SATM Prep:** Staff have submitted FY2021 Department Budget Requests as well as capital plan requests. The Town Manager has completed the 5-year Capital Plan Update and received BPCC approval on January 22, 2020. State Aid and Chapter 70 allocations for FY21 (House 1) were announced by the Governor and MADESE at the MMA Annual Meeting on January 24th. The Town Manager has met with NPS to discuss the FY2021 Budget Outlook and is preparing for presentations to the Finance Committee on February 19th and the Board of Selectmen on February 24th.