



**TOWN OF NORTHBOROUGH
63 MAIN STREET
NORTHBOROUGH, MA 01532**

**BOARD/COMMITTEE
MEETING AGENDA**

May 6, 2024
7:00 p.m.

Select Board's Meeting Room and via Zoom

To view or listen

- Live Stream link YouTube:
https://www.youtube.com/channel/UCRdBrw3HeEAMB_KFKasrgXA
- Zoom webinar link: <https://town-northborough-ma-us.zoom.us/j/85877010780>
When prompted, enter Password 326523
- CATV Government Channels: Verizon Channel 30, Charter Channel 192
- Call 1-646-876-9923
When prompted, enter Meeting ID 858 7701 0780 Password 326523

Notice to meeting attendees: The Select Board will hold a meeting in the Select Board's Meeting Room at the Northborough Town Hall. The meeting will also be conducted via Zoom. Those interested may attend the meeting in person or via Zoom using the link above.

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1. Public Comment
 2. Approval of Meeting Minutes:
 - [March 18, 2024](#)
 - [March 25, 2024](#)
 3. [Police Department Promotions:](#)
 - Affirm Appointment of William Griffin to the position of Police Lieutenant
 - Affirm Appointment of Sean Montville to the position of Police Sergeant
 4. [Wegmans](#) – To consider a One-Day Special Liquor License for Multiple Dates for premises located at 9102 Shops Way
 5. [Tougas Family Farm](#) – To consider a One-Day Special Liquor License for Multiple Dates for premises located at 234 Ball Street
 6. [Vote to authorize the Chair of the Select Board to sign the documents related to exercising the right of first refusal for the 432 Whitney Street property, including, but not limited to a purchase and sale agreement for the property](#)
 7. [Select Board name change](#) – Votes to amend bylaws and Select Board policies
 8. Discussion regarding the recording of additional in-person meetings
 9. [Discussion regarding Code Red announcement follow-up](#)

10. Reports

11. [Cemetery Deed #1187](#)

12. Any other business to come before the Board

13. Public Comment

14. Adjourn

**SELECT BOARD
MEETING MINUTES –March 18, 2024**

7:00 p.m. - Remote Meeting Introduction

Chair Cohen, Select Board Chair, read the current remote meeting notice and confirmed the following Select Board members and others could hear and be heard.

Select Board (SB)

Chair Cohen, Chair
Kristen Wixted, Vice Chair
Laura Ziton, Clerk
Julianne Hirsh
Lisa Maselli

Others

Timothy McInerney, Town Administrator
Diane Wackell, Assistant Town Administrator
Isabella Caruso, Interim Health Director
Andrew Dowd, Town Clerk
Connor Robichaud, CMRPC
Lisa Bennett Johnson, Board of Health
Dilip Jain, Vice Chair, Board of Health
Swati Sane, Board of Health

The Select Board meeting was called to order at 7:00 pm by Chair, Chair Cohen.

Appointments of Terry Crean and Kimberly Shepherd as Temporary Registrars for the Purpose of Participating in a District Wide Election Recount on Thursday, March 21, 2024, at 9:00 a.m.

Chair Cohen introduced the topic of appointing Terry Crean and Kimberly Shepherd as temporary registrars for a districtwide recount scheduled for March 21, 2024, at 9:00 AM. Andrew Dowd explained the recount's necessity following a petition by a candidate for Republican State Committee Woman, who lost by 33 votes despite winning by nearly 500 votes in Northborough. The recount will cover all towns within the Senate District. Due to the absence of two regular registrars, Crean and Shepherd will serve as judges, reviewing questioned hand-counted votes and making final determinations. Laura Ziton inquired about notifying the public in case of an outcome change, to which Dowd clarified that amendments would be made through the Secretary of the Commonwealth's office, acknowledging potential for slight changes due to hand-counted votes.

Chair Cohen entertained a motion.

SB Member Ziton moved the Board vote to appoint Terry Crean and Kimberly Shepherd as Temporary Registrars effective immediately for the purpose of participating in a District Wide Election Recount on Thursday March 21, 2024 at 9:00 am; SB Member Hirsh seconded the motion.

The roll call vote was taken as follows:

| | | | |
|---------------|--------------|----------------|--------------|
| Hirsh | “aye” | Maselli | “aye” |
| Wixted | “aye” | Cohen | “aye” |
| Ziton | “aye” | | |

The public hearing was called to order at 7:12 pm by Select Board Chair, Mitch Cohen.

PUBLIC HEARING

Select Board and Board of Health to consider the proposed amendment to the Town's Municipal Code for the creation of the Health and Human Services Department and the reorganization of the Health and Inspection Services into the Human Services Division, pursuant to Article V of the Town of Northborough Charter.

Chair Cohen opened the hearing by acknowledging the long-term discussions leading to the reorganization and expressed gratitude to the staff, boards, and public for their input on the Central Massachusetts Regional Planning Commission (CMRPC) survey. Tim McInerney then provided background on the motivation for reorganization, highlighting Kristin Black's departure, interim appointments, and a previous Collins Center study recommending a Health and Human Services model. These circumstances led to CMRPC's involvement in a study for health and family support in Northborough.

Vice Chair Dilip Jain (BOH) called the Board of Health meeting to order at 7:20 pm, with Swati Sane and Lisa Bennett Johnson also present. Connor Robichaud then began his presentation, with questions to follow afterward.

Northborough Health and Human Services Strategic Assessment (Presented by Connor Robichaud from CMRPC)

Connor Robichaud from CMRPC provided an overview of the proposed Health and Human Services reorganization.

Methodology and Assessment:

- **Data Collection:** The study utilized a multifaceted approach, including a town-wide survey, stakeholder interviews with department heads and local organizations, and meetings with model communities and statewide associations.
- **Survey:** The survey garnered 184 responses, with significant insights into the needs of the community.

Current Operations:

- **Family and Youth Services:** The department has experienced a shift from direct counseling services to providing referrals and connections to resources, in part due to staffing shortages. The department has partnered with the Family Success Partnership for interim services.
- **Health Department:** The department has demonstrated adaptability, responding to challenges such as COVID-19 and the migrant crisis. They manage a variety of programs, including wellness checks, blood pressure screenings, and Narcan training, while overseeing permits, licenses, and grants.

Collaborations:

- The town has established partnerships with the police, fire department, senior center, recreation department, library, DPW, and local organizations to address a variety of community health and wellness needs.
- The study noted potential improvements in areas such as behavioral health resources, data management, and preventive programming.

Lessons from Model Communities:

- Needham: Integration of Health and Human Services streamlines service delivery, enhancing community wellness.
- Hudson: Innovative initiatives like the mobile food pantry address diverse community needs.
- Plymouth: A comprehensive approach creates synergies between services such as health, veteran services, and recreation.

Proposed Structure:

- The new Health and Human Services Department aims to consolidate and enhance existing operations. The department includes a director and nine supporting roles, with some positions shared with other towns.

Funding and Implementation:

- The department's funding includes grants such as the Public Health Excellence Grant and drug-free communities funding, along with town funding.
- The proposal aims to work within existing financial resources, increasing the budget by less than 1% overall.

Path Forward:

- Continued promotion of the model and securing approval at town meeting.
- Establishment of an implementation team, followed by staff alignment and policy standardization.
- Key performance indicators to monitor progress include service utilization, community engagement, staff performance, and grant funding success.

Conclusion:

The integration of health and family services will streamline services, enhance collaboration, and improve data collection. Ongoing community engagement, grant opportunities, and robust collaboration will help maintain responsiveness to evolving needs.

Discussion Post Presentation

Kristen Wixted, the Select Board's liaison to the Youth Commission, supported reorganizing the Family & Youth Services (FYS) department to mirror Southborough's model, aiming for a more cohesive and efficient department.

Julianne Hirsh sought clarity on the reorganization's structure, questioning whether multiple social workers would be staffed to handle varying needs. Laura Ziton raised concerns about the new model's reliance on grants and emphasized the need to address mental health issues effectively. Isabella Caruso clarified that grants fund key positions, ensuring stability for five years.

Lisa Bennett Johnson praised the improved efficiency of both the FYS and Health departments, noting their understaffing for years. Chair Cohen emphasized the importance of bridging service gaps, particularly for children and those aged 18 to 64. Dilip Jain stressed the need for a robust support system, anticipating an increase in mental health and substance abuse issues in the next few years.

Julianne Hirsh voiced concerns about the comparability of Northborough's model to those in Needham and Nantucket, emphasizing the importance of hearing from residents. Hirsh and Laura

Ziton also questioned the sustainability of grant funding. Robichaud assured that even without grants, funding would be comparable to the current model.

The discussion wrapped up by emphasizing the need for effective service integration and collaboration across departments, with Isabella Caruso outlining the funding sources for each role in the new organizational structure, aiming to centralize services and leverage grant funding efficiently.

Public Comment: Kristin Black

Chair Cohen introduced Kristin Black, former Northborough Health Director, who discussed the proposed integration of the Health and Human Services departments. Black highlighted inefficiencies from her time, such as overlapping director responsibilities causing confusion and redundancy. She advocated for a unified structure merging Family and Youth Services with Health Departments, which would streamline roles, enhance collaboration, and improve hierarchy clarity. Black pointed out challenges in funding and staff retention, suggesting that merging departments could help alleviate these issues through better access to grants. She noted the potential for Northborough to secure new grants to support this new structure, enhancing the work environment and fostering better support for residents.

Kristen Wixted also supported the integration, noting the opportune timing given the vacancies in department head positions, which allows for reorganization without job loss. Wixted linked this restructuring to community needs for mental health services. Black emphasized the benefits such as more direct community service by social workers and outreach coordinators, inclusion of requested positions, and improved data management for future social services planning.

Public Comment: Scott Rogers

Scott Rogers, a former Select Board member, discussed the disjointed resources and connectivity he observed at the Youth and Family Services department compared to the integrated Health Department. He supported a new organizational model merging Health and Human Services to enhance interdepartmental collaboration and synergy. Rogers highlighted that this reorganization would allow the new director to focus on departmental relations and enable full-time service offerings. He concluded that the model solves long-standing challenges, enhances service delivery, and attracts needed staff, making it beneficial for all.

Public Comment: Erica Zeiger

Erica Zeiger, with 30 years in social services and part of the Youth Commission, voiced concerns over the proposed Health and Human Services reorganization. Zeiger doubted the feasibility of one social worker managing extensive duties across counseling, support for police and fire services, and case management. Despite recognizing some value in the proposed model, she pointed out the insufficiency in staffing and direct support for families. In reply, Connor Robichaud acknowledged the challenge, suggesting the model as a preliminary step, while Isabella Caruso stressed the necessity for increased capacity, noting it as an improvement despite imperfections.

Public Comment: Mary Ellen Duggan

Mary Ellen Duggan, Northborough and Southborough Public Schools District Wellness Coordinator / Nurse Leader, advocated for a new Health and Human Services department model,

stressing the need for enhanced in-house support as opposed to the current reliance on external social work services. She outlined that the proposed model would incorporate two full-time positions: a social worker and a community outreach coordinator, aimed at assisting families in crisis. Duggan praised the model's potential to leverage local resources such as Helping Hands, the food pantry, and the friend fridge, to significantly benefit the community.

Julianne Hirsh questioned the qualifications required for the proposed key roles, including the Director of Health and Human Services and other positions. Connor Robichaud detailed the qualifications, focusing on experience in community and mental health sectors and noting that the social worker position would require a Master's of Social Work (MSW) with an independent license. Hirsh expressed concerns over the absence of round-the-clock coverage and the risks of relying solely on one social worker for direct counseling, with Robichaud acknowledging these issues but emphasizing the integrated model's capacity to effectively meet community needs.

Public Comment: Jacob Jones

Jacob Jones, a resident, appreciated the clarifications provided by the Select Board and the Town Administrator regarding the proposed changes, which simplify the existing structure by merging the Health Director and the vacant Youth Services Director into a single role. He noted that the budget change associated with this reorganization is minimal, around \$3,000, and supported the proposal based on its budget neutrality and positive feedback from interim leadership.

Lisa Maselli raised concerns about the appeal of social services positions under the new model. Connor Robichaud responded by highlighting competitive salaries and a collaborative work environment, with Isabella Caruso adding that benefits and professional development opportunities are also supported by grants.

Lisa Bennett Johnson mentioned the availability of Connor Robichaud's CMRPC report online, encouraging public review and engagement for better understanding. Chair Cohen guided residents on how to access the report on the town's website.

[Health and Human Services Strategic Assessment Online**](#)**

Julianne Hirsh expressed concerns about the financial implications if the proposed changes were not adopted, with Tim McInerney affirming that the budget could support both the current and proposed models. Hirsh also queried about the working arrangements for the new roles, which were clarified to likely require in-office presence rather than remote options. Further, Hirsh questioned the sustainability of grant funding post-COVID, to which Connor Robichaud and Isabella Caruso reassured the long-term viability of these grants and the state's continued support for local public health initiatives.

Public Comment: Doreen Genna

Doreen Genna, a former Family and Youth Services Administrative Assistant, endorsed the proposed changes. Genna praised the inclusion of full-time positions for counselors, an Outreach person, and an Administrative Assistant in the new proposal, noting it significantly surpasses past initiatives in meeting community demands. She highlighted the addition of group counseling possibilities and emphasized the urgency of addressing the escalating need for services. Genna concluded with optimism about the potential positive impact of the proposed changes.

Chair Cohen entertained a motion to close the Public Hearing.

SB Member Maselli moved the Board vote to close the public hearing; SB Member Ziton seconded the motion.

The roll call vote was taken as follows:

| | | | |
|---------------|--------------|----------------|--------------|
| Hirsh | “aye” | Maselli | “aye” |
| Wixted | “aye” | Cohen | “aye” |
| Ziton | “aye” | | |

Chair Cohen entertained a motion for the Select Board to vote on the Health and Human Services Warrant Articles #37 and #38. The Board of Health did not have a quorum at the end of the Public hearing so no vote was taken by the Board of Health.

SB Member Wixted moved the Board vote to support the proposed amendment to the Town's Municipal Code for the creation of a Health and Human Services Department and the reorganization of the Health and Inspection Services into the Human Services Division pursuant to Article V of the Town Charter as recommended by the Northborough Health and Human Services Strategic Assessment Report prepared by the Central Massachusetts Regional Planning Commission and to support an Article for the same purpose on the Annual Town Meeting Warrant; SB Member Hirsh seconded the motion.

The roll call vote was taken as follows:

| | | | |
|---------------|--------------------|----------------|--------------|
| Hirsh | “abstained” | Maselli | “aye” |
| Wixted | “aye” | Cohen | “aye” |
| Ziton | “aye” | | |

ADJOURNMENT

Chair Cohen entertained a motion to close the Public Hearing.

SB Member Wixted moved the Board vote to adjourn; SB Member Hirsh seconded the motion.

The roll call vote was taken as follows:

| | | | |
|---------------|--------------|----------------|--------------|
| Hirsh | “aye” | Maselli | “aye” |
| Wixted | “aye” | Cohen | “aye” |
| Ziton | “aye” | | |

The meeting adjourned at 9:56 pm.

Respectfully submitted,



Angie Sowden
Executive Assistant
Town Administrator / Select Board

Resource Links:

1. [Recorded Meeting with Full CMRPC Presentation](#)
2. [March 18, 2024 Meeting Agenda](#)
3. [Public Hearing Notice](#)
4. [Select Board Meeting Packet](#)
5. [Presentation Slides](#)
6. [Health and Human Services Strategic Assessment \(CMRPC\)](#)

**SELECT BOARD
MEETING MINUTES –March 25, 2024**

6:00 p.m. - Chair’s Introduction to Remote Meeting

Chair Cohen read the current remote meeting notice and confirmed the following Select Board members and others could hear and be heard.

Select Board (SB)

Mitch Cohen, Chair
Kristen Wixted, Vice Chair
Laura Ziton, Clerk
Julianne Hirsh
Lisa Maselli

Others

Timothy McInerney, Town Administrator
Diane Wackell, Assistant Town Administrator
Jason Little, Finance Director (present for open session)

6:04 p.m. – EXECUTIVE SESSION

Ziton moved the Board vote to enter into Executive Session pursuant to Pursuant to M.G.L., Chapter 30A, Section 21 (a)(6) to consider the purchase, exchange, lease or value of real property – 13 Church Street, due to the Chair's determination that a discussion regarding these matters in an open session may have a detrimental effect on the negotiating position of the Town. Wixted seconded the motion; the roll call vote was taken as follows:

| | | | |
|--------|-------|---------|-------|
| Hirsh | “aye” | Maselli | “aye” |
| Wixted | “aye” | Cohen | “aye” |
| Ziton | “aye” | | |

Chair Cohen announced that the Select Board was entering into Executive Session for the purpose previously voted and that the Board will return to Open Session at approximately 7:00 pm.

7:15 p.m. – RETURN TO OPEN SESSION

Chair Cohen announced the Board’s return to Open Session.

PUBLIC COMMENT

Chair Cohen invited comments from the public. There were none.

APPROVAL OF MINUTES

This was postponed as the minutes were not available–

COMMUNITY PRESERVATION COMMITTEE CHAIR JOHN CAMPBELL

Presentation on CPC Warrant Articles.

Mr. Campbell reviewed the following projects approved by the CPC:

432 Whitney Street Land Acquisition Project (\$1,700,000): This project involves purchase of 23.77 acres of undeveloped land for open space/recreation purposes and a small-scale affordable housing project consisting of 4-8 multi-family dwelling units. Benefits of the acquisition include the development of affordable housing, protection of important wildlife habitat, a wetland system that is hydrologically connected to Bearfoot Brook and a scenic vista at the property’s high point and providing an open space connection between the aqueduct to the west and the permanently protected open space owned by the MA Department of Conservation and Recreation and the Berlin Conservation Commission. The Open Space Committee, Conservation Commission and Planning

Board submitted letters expressing their support of this acquisition. The CPC voted 7-0 to fund this from **unreserved fund** (\$817,653), **conservation fund** (\$664,073) and **new revenues** (\$218,274). The Town received word from Christine Berry, Land Protection Specialist from the Massachusetts Department of Conservation and Recreation (DCR), that they will contribute \$200,000 towards the acquisition and they are offering to hold the Conservation Restriction for the Town for free. Since their financial contribution is conditional upon government approval of their budget, we plan to ask Town Meeting for the full amount represented in the Warrant Article. Upon receipt of the funds from the Massachusetts DCR, the Community Preservation Act funds will be reimbursed.

Pickleball Soundproofing (\$54,500): This project involves installation of ultraviolet (UV) tolerant soundproofing onto the top line of the existing fencing system to block the impact noise generated by pickleball sports. It will reduce noise below nuisance levels. The CPC voted 7-0 to fund this from **new revenues**.

Affordable Housing Funds to the Northborough Affordable Housing Corporation (\$126,856): The NAHC has been very effective in adding multiple affordable housing units in Town utilizing CPA funds and partnering with organizations such as Habitat for Humanity. Based on the prospects for several additional projects in the near term, the CPC voted 7-0 to approve this request using **new revenues**, subject to a funding agreement consistent those applying to prior year grants to the NAHC.

Chair Cohen recused himself from the next discussion as a neighbor of the Church.

First Parish Church Steeple Repairs (\$210,000): This project involves replacement of wood stairs, wood flooring, wood trusses that support the flooring and stairs, and wood “cradle” that supports the brass bell. These features have been compromised by age and many years of exposure to the weather and leakage. At its own expense, the congregation will hire a contractor to replace defective materials on the steeple exterior and reseal that exterior to prevent future leakage. The CPC voted 7-0 to fund this from **new revenues**. (Chair Cohen recused himself from this discussion as he is a neighbor).

Wachusett Aqueduct Historic Marker (\$4,729): This duplicate marker will replace one stolen in October 2023. The CPC has been supportive on prior projects for historic markers, as we feel they contribute to enhancing our community and support goals in the Master Plan and Historic Preservation Plan, all at relatively low cost. The CPC voted 7-0 to fund this from **new revenues**.

White Cliffs Bond Payment (\$176,000): This is the 7th payment required for the bond on the White Cliffs purchase, and this also covers the requirement that at least 10% of new revenue be allocated toward Historic Preservation. The CPC voted 7-0 to fund \$164,641 from **new revenues**. The balance of \$11,359 will be paid from the **Community Preservation Premium Reserve**.

CPA Administrative Expenses Account (\$41,000): In accordance with the CPA legislation, the CPC may allocate up to 5% of new revenue to the administrative account for expenses such as legal fees, appraisals and consultant fees related to CPA projects. Unused amounts from a given year go back to the CPA Unreserved fund. The CPC voted 7-0 to allocate 5% of the projected \$820,000 **new revenues**.

Conservation Fund (\$350,000): The Conservation Fund currently has a balance of approx. \$664,000 from CPA funds approved at prior Town Meetings, which is proposed to be spent on the acquisition of 432 Whitney Street. In support of our efforts to plan for future needs for CPA funding and allow flexibility across all categories of historic preservation, affordable housing, open space and recreation, the CPC feels it is wise to keep reserves in the Unreserved Fund at this time. Therefore, the CPC voted 7-0 to deny this application. The Committee's representatives from the Open Space Committee and the Conservation Commission both agreed with this decision.

ENDING BALANCES: Should all of our recommendations above be approved at Town Meeting, the amount unallocated from projected new revenue would be \$0 and the amount remaining in the Unreserved Fund would be \$243,061.

The Board thanked Mr. Campbell for the presentation.

7:30 pm: - JOINT PUBLIC HEARING

Select Board and Appropriations Committee on FY2025 Proposed Budget

At 8:10pm Chair Cohen opened the Joint Public Hearing on the FY2025 Proposed Budget.

Appropriations Committee Chair Scott Rogers called the meeting of the Appropriations Committee Joint Public Hearing of March 25, 2024 to order. Appropriations Committee members George Brenckle, Janice Height, Tim Kaelin, Jeff Knight were also present.

Chair Cohen followed up on a conversation given that the Board and the public are just now seeing this information following your presentation, the Board will have a brief discussion on possibly continuing this to another date.

Mr. McNerney provided an overview of the FY2025 Proposed Municipal Budget, adding that this was a collaboration with the Finance Director, Jason Little.

1. Budget Overview: The proposed budget for FY2025 is balanced, with no financial reserves used beyond \$500,000 from Free Cash as per town policy.
2. Budget Highlights:
 - Revenue: Tax receipts increase by 6.48% (\$3.94 million). New growth is estimated to add \$30 million in value, contributing \$428,400 in revenue. Local receipts increase to \$4.4 million, and state aid is estimated at \$6.02 million.
 - Expenditure: The budget includes a 5.41% increase in school budgets and new positions in various departments. Fixed cost increases include health insurance, retirement assessment, and solid waste subsidies.
3. State Aid: State aid increases by 1.46%, primarily driven by a 1.46% increase in the Governor's budget. Chapter 70 education aid forms 71% of state aid, with unrestricted general government aid accounting for 23%.
4. Capital Plan: The proposed capital plan amounts to \$5.39 million, funded through a mix of free cash, tax levy, and other funds. This includes investments in police, fire department, public works, and schools, including a feasibility study for Peaslee School.
5. Demographics and Comparisons: The presentation provides data on community demographics, including average home value (\$624,468) and tax effort comparisons with neighboring communities.

6. Reserves: The budget sets aside funds for various reserves, including the stabilization fund (\$200,000) and capital projects. Free Cash allocation is \$3,072,920.
7. Conclusion: The balanced FY2025 budget remains within Prop 2½ limits, maintains core services, and funds key areas including OPEB (Other Post-Employment Benefits), stabilization, and capital projects.

The Chair asked for input on closing or continuing the public hearing. By consensus, the Board agreed to continue the public hearing to April 1st.

Scott Rogers noted that Appropriations Committee meetings are recorded so if the public wants to hear those budget discussions, they can watch the recorded meetings. He confirmed that the Appropriations Committee will most likely will have a quorum for the April 1st meeting.

Wixted moved the Board vote to continue the Joint Public Hearing with the Appropriations Committee to Monday, April 1, 2024 at 7pm; Hirsh seconded the motion; the roll call vote was taken as follows:

| | | | |
|--------|-------|---------|-------|
| Hirsh | “aye” | Maselli | “aye” |
| Wixted | “aye” | Cohen | “aye” |
| Ziton | “aye” | | |

RE-OPEN THE TOWN MEETING WARRANT FOR THE PURPOSE OF REVIEWING THE AMENDED ARTICLE REGARDING HEALTH AND HUMAN SERVICES

Mr. McInerney informed the Board that he has been working with Town Counsel on all of the articles on the warrant. It was recommended that the Health and Human Services article, originally presented as one article, should be broken into two. The content remains the same, the change was to provide ease of reading for the public. Mr. McInerney also learned today that some language edits regarding three zoning articles did not make it into the warrant. That information was submitted in a memo from the Town Planner, dated March 21, 2024. A copy of the letter is included in your meeting packet.

Hirsh moved the Board vote to re-open, add the amended articles related to the Health and Human Services and Zoning and close the Town Meeting Warrant; Wixted seconded the motion; the roll call vote was taken as follows:

| | | | |
|--------|-------|---------|-------|
| Hirsh | “aye” | Maselli | “aye” |
| Wixted | “aye” | Cohen | “aye” |
| Ziton | “aye” | | |

APPROVAL AND EXECUTION OF THE APRIL 22, 2024 TOWN MEETING WARRANT

Continued to the next meeting on April 1st.

APPROVAL AND EXECUTION OF THE MAY 14, 2024 ANNUAL TOWN ELECTION WARRANT

The Board discussed notification options for Town Election and Town Meeting, including the use of Code Red. They would like this discussion to be added to the April 1st agenda to allow the Police Chief and the Fire Chies to provide input.

Ziton moved the Board vote to approve and execute the May 14, 2024 Town Election Warrant; Hirsh seconded the motion; the roll call vote was taken as follows:

| | | | |
|--------|-------|---------|-------|
| Hirsh | “aye” | Maselli | “aye” |
| Wixted | “aye” | Cohen | “aye” |
| Ziton | “aye” | | |

ACCEPTANCE OF FUNDS FROM THE GREEN COMMUNITIES COMPETITIVE GRANT FOR PROJECTS RELATING TO THE SENIOR CENTER AND LIBRARY

Mr. McInerney stated the Town was awarded the Green Communities grant for the following projects:

- \$5,000 Town – Administrative Assistance
- \$20,000 Senior Center – Duct Air Sealing
- \$72,867 Library – Weatherization and Insulation
- \$29,115 Senior Center – Weatherization and Installation

This is a request to accept and expend those funds.

Wixted moved the Board vote, pursuant to Massachusetts General Law, Chapter 44, Section 53A, to accept funds in the amount of \$127,194 from the Green Communities Competitive Grant for projects relating to the Senior Center and Library and to authorize expenditure of same by the DPW Director; Hirsh seconded the motion; the roll call vote was taken as follows: the roll call vote was taken as follows:

| | | | |
|--------|-------|---------|-------|
| Hirsh | “aye” | Maselli | “aye” |
| Wixted | “aye” | Cohen | “aye” |
| Ziton | “aye” | | |

ACCEPTANCE OF FUNDS FROM A STATE EARMARK AWARD FOR THE RESERVOIR DAM PROJECT

Mr. McInerney noted that this was a State earmark project and the request is for approval to accept and expend those funds.

Hirsh moved the Board vote, pursuant to Massachusetts General Law, Chapter 44, Section 53A, to accept funds in the amount of \$25,000 from a State Earmark Award for the Reservoir Dam Removal Project and to authorize expenditure of same by the DPW Director; Ziton seconded the motion; the roll call vote was taken as follows:

| | | | |
|--------|-------|---------|-------|
| Hirsh | “aye” | Maselli | “aye” |
| Wixted | “aye” | Cohen | “aye” |
| Ziton | “aye” | | |

CONSIDERATION AND VOTE TO CHANGE THE HOURS OF OPERATION FOR THE BARTLETT STREET SAFETY SPEED ZONE

William Pierce, Traffic Safety Committee Chair

Member Wixted recused herself from the discussion as a resident of this area.

Bill Pierce, Chairman of the Traffic Safety Committee, presented an issue regarding the safety zone lights on Bartlet Street near the high school. The concern was raised by a resident's letter questioning the necessity of the lights being on so late when school activities typically conclude by 8:00 PM. The committee considered adjusting the timing to 7:30 PM and planned a review after a year.

During the discussion, some board members expressed the need for broader community feedback before making changes. They highlighted the importance of these lights for safety, especially given the presence of young drivers and increased truck traffic. There was a consensus to keep the current timing of the lights until more information could be gathered, emphasizing safety over convenience. The committee plans to collect more data and community opinions on this issue.

DISCUSSION OF CREATION OF LIAISON TO THE FIRE STATION BUILDING COMMITTEE – LISA MASELLI

Member Maselli discussed concerns regarding the liaison to the Fire Station Building Committee.

Several members expressed concerns regarding the role of the liaison and the needs for clarifying the role across the board. After discussion, the Chair requested the Town Administrator ask counsel whether an FPC member could serve as liaison to any other boards.

REPORTS

Laura Ziton

- Thank election workers who participated in the state primary ballot recount on Thursday. recount results are posted on the website.
- Congratulations to Mary Ellen Duggin, District Wellness Coordinator and Nurse, for being awarded the School Nurse Administrator of the Year at the Massachusetts School Nurses Organization on March 16th.
- Recognition to the Northboro Junior Women's Club for hosting STEM day for girls in grades 5 through 8 on Saturday, where there was 220 attendees. There was a keynote speaker was the first woman commander of the USS Constitution.

Lisa Maselli

- Thanked all the new members of the Financial Planning and Appropriations Committees as there are quite a few new ones. FPC has five new appointments. They were short for a number of years. Appropriations has one new appointment.
- Thanked Jason Little for coming back. He's certainly an asset to our Town.
- A few residents have asked to have a Mock Town Meeting held at the senior center, for the seniors or anybody else to ask some of the questions that we have for this lengthy warrant. Senior Center Director, Kendra Faldetta, indicated we could work together to figure out the logistics of having a Mock Town Meeting.
- Include the clickers in the Mock Town Meeting. Concerned about using a paper card and a clicker (to use at different times). The request for clickers was to make voting uniform and have it go smoothly and quickly.
- Introduced a Special Projects Tax Impact Calculator like Cohasset and Hyannis use. It is as part of their website hosting software program. It is a wonderful option for people to help in understanding their tax impacts.

- Police station siding project – expected this to be on the agenda and had the following comments:
 - o Did a site walk at the police station with Julianne Hirsh, Mark McMenemy, Chief Griffin, and Scott Charpentier on 3/14/24.
 - o Found the exterior was not in such bad condition. Spending \$540,000 on what was, last year, a \$70,000 painting project, is outrageous.
 - o Discuss breakdown of costs, such as the labor cost of \$111,000.00, and how it is an excessive amount of money for that work.
 - o Suggested to be more creative with the tax dollar. Inquired about hiring somebody part time or on a seasonal basis to do the work, as opposed to paying that kind of money just for subcontract labor.
 - o Requested further discussion at the next meeting. The Town Administrator noted that he provided the Board with a memo addressing this subject which is included in the packet. The Chair thought that this did not need to be a specific agenda item, but could be brought up at the next meeting.

Kristen Wixted

- Kristen Black will receive the Migrant Champion of the Year award at the Central Mass Housing Alliance annual meeting on Wednesday, March 27th.
- The Town Hall Feasibility Study Committee meeting will also take place on March 27th. The committee will vote to recommend which plan should move forward for the new Town Hall.
- It's not too late to donate to the Scholarship Committee.

Julianne Hirsh

- With the help of Member Wixted, noted that the Community Affairs Committee is working on bands for the summer, as well as Town Cleanup Day on April 27th – Follow the usual procedures and show up at 7:15 AM that Saturday.
- Northborough Sustainable Committee's sponsored walk on April 6th: Meet at 10:00 AM at the Rice Avenue trailhead for hike led by someone from DRC to identify invasive plants. Junior Women's Club work party follows to remove identified invasives.
- Master Plan Implementation Committee: meet monthly and their last meeting featured a 15-minute presentation by Jean Cahill on removing dams from the Assabet River; recommends watching the recorded meeting for more information.

Mitch Cohen

- Tonight's meeting was intended to be the first hybrid meeting, but that didn't happen. Thanks to Dana, the cable department, the IT department, and others at Town Hall working on the project. A few IT issues need to be resolved before hybrid meetings can begin. Looking forward to in-person meetings with the option to connect remotely with staff and the public.
- Aggregation: the public comment period has closed, allowing insight into plans and changes for the aggregation process. Comments will be distributed to the board, allowing for any changes or approval. Once finalized, the plan can be submitted to the state, with a shorter waiting process than before.
- Student Representative: Discussed in August at the goals meeting to have a student representative from Algonquin at meetings. The board is still interested in this idea. The school department should choose a student, preferably a junior, to start attending meetings. Reached out to the Guidance Department. Guidance staff at Algonquin will select a candidate, consulting with the student and parents. The student will have a seat at the table, without voting

power or access to executive sessions. This provides insight from a different perspective and gives the student experience in local government. Everyone is on board, and the school department will be asked to provide a name soon.

Town Administrator Report

- No report due to the late hour

Assistant Town Administrator Report

- No report

OTHER BUSINESS

There was no other business.

PUBLIC COMMENT

Chair Cohen invited comments from the public. There were none.

ADJOURNMENT

Hirsh moved the Board vote to adjourn; Wixted seconded the motion; the roll call vote was taken as follows:

| | | | |
|--------|-------|---------|-------|
| Hirsh | “aye” | Maselli | “aye” |
| Wixted | “aye” | Cohen | “aye” |
| Ziton | “aye” | | |

The meeting adjourned at 10:30 pm.

A recording of this meeting is available at:

<https://www.youtube.com/watch?v=ETmaVig83Yo>

Respectfully submitted,

Lynda LePoer
Executive Assistant to the
Select Board

Documents used during meeting:

1. 3/25/24 Meeting Agenda
2. CPC letter dated 3/18/24
3. FY25 Proposed Municipal Budget Powerpoint Presentation
4. 3/25/24 Draft Town Meeting Warrant
5. 3/14/24 Email from Town Administrator regarding HHS article
6. 3/21/24 Letter from Town Planner regarding edits to (3) zoning articles
7. ICON Architects Feasibility Estimate for the Police Station
8. Annual Town Election document
9. 3/27/23 Letter to Interim Town Administrator regarding Green Communities grant award
10. 3/22/24 Memo from Town Administrator regarding State Earmark award for dam removal project
11. 3/13/24 Memo from Traffic Safety Committee regarding Bartlet Street Safety Speed Zone



TOWN OF NORTHBOROUGH

Timothy P. McInerney

Town Administrator

63 Main Street

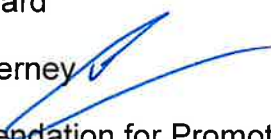
Northborough, MA 01532-1994

(508) 393-5040 x1 Phone

town.northborough.ma.us

MEMORANDUM

TO: Select Board

FROM: Tim McInerney 

SUBJECT: Recommendation for Promotion of Police Lieutenant

DATE: April 30, 2024

I am writing to inform you of the outcome of the interviews conducted for the position of Police Lieutenant on April 11, 2024. As per our departmental policies outlined in General Order 34.1.3, oral interviews were conducted with the following candidates: Sergeant Demos Agiomavritis, Detective Sergeant William Griffin, and Sergeant Jeremy Trefrey.

Each candidate was evaluated based on their performance in the oral interviews, which accounted for 50% of the final grade, while the evaluation of the Police Chief contributed to the remaining 50%.

Considering the candidates' performance in the interviews, years of service, and other relevant factors, I am recommending Sergeant William Griffin for promotion to the position of Police Lieutenant. Sergeant Griffin has served the department since 1996 and has demonstrated exceptional leadership qualities during his tenure. Notably, he has been supervised by the Chief, during his tenure as a Lieutenant, and has shown commendable dedication and commitment to the department's mission.

As you know, the Select Board recently voted to accept the Chapter 268A, Subsection 19 Disclosure Form as submitted by Police Chief Griffin determining that in regard to his brother Detective Sergeant William Griffin any financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the Town of Northborough may expect from Police Chief Griffin.

I intend to seek the Board's approval for Sergeant Griffin's promotion at your May 6, 2024 Select Board meeting.

NORTHBOROUGH POLICE DEPARTMENT

211 MAIN ST, NORTHBOROUGH MA 01532 • PHONE: 508.393.1515 • WWW.NORTHBOROUGHPD.COM • BRIAN T. GRIFFIN, CHIEF OF POLICE



Mr. Mitch Cohen, Chairman
Northborough Select Board
63 Main Street
Northborough, MA 01532

Dear Chairman Cohen,

I respectfully request that I be placed on the May 6, 2024, Select Board meeting agenda. This request is made so that I may present a candidate for promotion/appointment, Officer Sean Montville to the rank of sergeant.

Three officers elected to participate in our promotional process which consisted of a written exam, an assessment center, and Chief's review of each officer's past performance evaluations. An outside consulting firm specializing in police promotional testing and assessment centers was hired to conduct the testing and assessment center process.

On Monday, March 25, 2024, the written exam was administered. Two out of the three candidates scored above the minimum seventy-percent score required to move on to the assessment center phase. On Monday, April 1, 2024, the assessment center was administered at the police station.

The scores of the written exam and assessment centers were calculated and the scores were provided to me by the consulting firm. Officer Montville scored the highest on both the written exam and the assessment center.

Sean Montville is a graduate of Providence College. He started his law enforcement career in 2015 working for the Assumption University Police Department. He was hired by the Northborough Police Department in 2016. In 2022 Sean was before the select board where he was promoted to sergeant. Shortly after, he resigned from the department to pursue a career with a different agency. Several weeks after accepting a job with this new agency Sean decided that the agency wasn't a great fit for him. He resigned from that agency, and we excitedly welcomed him back. He did however lose his rank of sergeant and seniority status during this time. Sean has worked as hard as ever since his return. He had to complete the grueling promotional process twice in a span of two years and in both instances, he came out on top.

It is my recommendation that Officer Montville be promoted to the rank of sergeant effective May 7, 2024.

Respectfully submitted,

Brian T. Griffin, Chief of Police



TOWN OF NORTHBOROUGH

Town Offices, 63 Main Street
Northborough, MA 01532-1994
508-393-5040 Phone
508-393-6996 Fax

www.town.northborough.ma.us

MEMORANDUM

TO: Members of the Select Board
Town Administrator

FROM: Lynda LePoer, Executive Assistant

DATE: May 3, 2024

RE: Request for a One-Day Special Liquor License for Multiple Dates
Wegmans – 9102 Shops Way

Wegmans Supermarket located at 9102 Shops Ways has submitted an application for a One-Day Special Liquor License for outdoor events to be held on 5/17, 6/21, 7,19, and 8/16, from 5-8pm, and on 9/13, from 4-7pm, to include beer tasting, live music and outdoor games.

The alcohol will be served by several breweries, with TIPS certified staff. Those that are 21 years or older will be given a wristband for service. Each person will be given 8 tickets, will serve the alcohol and will not allow over-consumption, and four Wegmans staff will also be monitoring the service and event space.

Per the recommendation of the Alcoholic Beverages Control Commission (ABCC), the license will include the 24-hour period immediately before and after each event in order to allow for the proper delivery and disposal of all alcoholic beverages by the licensee prior to and following the event. This extension will ensure that the licensee is in compliance with all storage requirements under Chapter 138, Section 2.

The Police, Fire, and Building Departments have reviewed the application and recommend that it be approved with the following conditions:

1. Guests shall have identification on their person and those who are 21 years or older will be given wrist bands.
2. Proper signage and barriers notifying guests that alcohol must be contained in the designated area only.

Alicia Elliot with Wegmans will be present at your May 6th meeting to provide further details about the event and to answer any questions.

Upton Connell & Devlin, LLP

Contact for Joseph H. Devlin, Esq.
171 High Street
Newburyport, MA 01950
617-514-2837
617-514-2825

Main Office:
112 Water Street, Suite 201
Boston, Massachusetts 02109
617-227-3277 (Tel)
617-227-3222 (Fax)

April 12, 2024

Via Email and Fedex

Town of Northborough
Attn: Ms. Diane Wackell
dwackell@town.northborough.ma.us
63 Main Street
Northborough, MA 01532

RE: Applications for One-Day Liquor Licenses
Wegman's Supermarket – 9102 Shops Way, Northborough, MA 01532

Dear Ms. Wackell:

Please find enclosed a One Day Liquor License Application on behalf of Wegman's to host an outdoor event on May 17, June 21, July 19, and August 16, from 5-8pm, and on September 13, from 4-7pm, to include beer tasting, live music and lawn games.

Wegmans will enclose the outdoor patio area at the entrance to the store with stanchions and 8 tables for patrons to sit, listen to live music and sample craft beers. There will be a section for the beer service, and the entrance will be staffed by a Wegmans employee to prevent minors from entering. There will be a section for games like corn hole and ladder ball, and prepared foods can be purchased within the store in the normal course of operations. The live music will consist of 1 musician.

Wegmans anticipates approximately 50 people throughout the three-hour event. Two trained Wegmans employees will be at the entrance to the patio to take identification and those who are 21 years or older will be given a wristband for service. Each person will be given 8 tickets, with each ticket enabling them to obtain a 2 oz pour. Trained service staff from the suppliers will serve the alcohol and will not allow over-consumption, and four Wegmans staff will also be monitoring the service and event space. There will be no charge for the alcohol service, per relevant law.

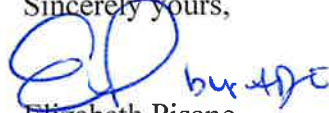
Please also find enclosed the following supporting documents:

1. A check made payable to the Town of Northborough in the amount of \$500;

3. A diagram of the premises;
4. Crowd manager training certificates (4);
5. Tips Certificates (13);
6. Certificate of Liability Insurance; and
7. List of participating Breweries.

Should you need additional information, please call me at 860-712-2799.

Sincerely yours,



Elizabeth Pisano
Attorney at law

Enclosures



TOWN OF NORTHBOROUGH

Town Offices
63 Main Street
Northborough, MA 01532-1994
(508) 393-5040 Phone
(508) 393-6996 Fax

SPECIAL ONE-DAY LICENSE APPLICATION

FEE \$100

The undersigned hereby applies for a Special One-Day License in accordance with Massachusetts General Laws, Chapter 138, Section 14:

NAME OF APPLICANT: Wegmans Massachusetts, Inc.
NAME OF BUSINESS: Wegmans
ADDRESS OF PREMISES TO BE LICENSED:
9102 Shops Way, Northborough, MA 01532 Inside Outside Front of store
TEL: (508) 936 - 1900 **EMAIL:** Julie.cook@wegmans.com

LICENSE FOR THE SALE OF:

All Alcohol - *Non-Profit Only () Wine & Malt Only (X)

DOES THE APPLICANT HAVE KNOWLEDGE OR EXPERIENCE WITH STATE LIQUOR LAWS? YES (X) NO ()

If yes, please explain: The applicant has hosted events with liquor in the past and has multiple storefront locations with approved liquor licenses.

DATE AND HOURS OF EVENT: 5/17, 6/21, 7/19, & 8/16. from 5-8pm.
9/13 from 4-7pm

RAIN DATE: No rain dates - event will just be cancelled if rained out.

LIST THE DESIGNATED PERSON WHO IS CERTIFIED AS A CROWD MANAGER BY THE DEPT OF FIRE SERVICES AND WHO WILL BE PRESENT DURING ALL HOURS OF THE EVENT:

Name: Travis Bisbois Phone # 508-936-1900 ext 204

*See additional 3 Certified Crowd manager certificates attached for other team members

LIST THOSE WHO WILL BE CARDING AND SERVING ALCOHOL TO GUESTS 21 YEARS AND OLDER AND PROVIDE COPIES OF THEIR ALCOHOL TRAINING CERTIFICATION

Alicia Elliott, Mark D. Tobey, James Lynch, Kenneth Picard, Patrick Dola, Mark Hudson, Charles McGinn, Jason Laramie, Mark Dionne, Benjamin Burrows, Andrew Cohen, William Tobia, Patrick Dolan

- on file

EVENT DESCRIPTION:

An outdoor event in the front of store include beer tasting, live music and law games. Wegmans will enclose the outdoor patio area with stanchions in between the cement columns with 8 tables for patrons to sit, listen to live music and sample craft beers. There will be a section for the beer service, and the entrance will be staffed by a Wegmans employee to prevent minors from entering. There will be a section for games like corn hole and ladder ball, and prepared foods can be purchased within the store in the normal course of operations. The live music will consist of 1 musician.

ESTIMATED NUMBER OF GUESTS: approximately 50


PLANS FOR PARKING: The supermarket parking lot will provide ample parking for event guests.

DESCRIBE DESIGNATED AREA, INCLUDING SIGNAGE AND BARRIERS, THAT WILL BE IN PLACE NOTIFYING GUESTS THAT ALCOHOL MUST BE CONTAINED IN THE DESIGNATED AREA ONLY: INCLUDE A FLOOR PLAN

All Strap Stanchion in front of building for Egress with sign - Not an Entrance, please enter thru Main Entrance, and a Strap Stanchion along side with Sign stating - Consumption of Alcohol Permitted.
A Wegmans employee will do an ID check for everyone entering the area.

LIST WHOLESALER FROM WHOM YOU WILL PURCHASE ALCOHOL

Wegman's will not be purchasing or selling beer. Rather, the breweries (see attached list), will be pouring their own 2 oz beer samples to customers. Wegman's employees will be there at all times checking ID's and monitoring the area.


Applicant's Signature

April 10, 2024
Date



TOWN OF NORTHBOROUGH


Town Offices
63 Main Street
Northborough, MA 01532-1994
(508) 393-5040 Phone
(508) 393-6996 Fax

PROOF OF LIQUOR LIABILITY INSURANCE / LIABILITY DISCLAIMER FOR SPECIAL ONE-DAY LICENSE

Please provide proof of insurance coverage under a liquor legal liability insurance policy for a minimum amount of \$250,000 on account of injury to or death of one person, and \$500,000 on account of any one accident resulting in injury or death of more than one person. The Insurance Certificate must indicate that the coverage will include the specific event for which you are applying for a Special One-Day License.

By exercising the privileges of this Special One-Day License in serving persons with alcoholic beverages, the Licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this Special One-Day License will be deemed to be acknowledgment that you are aware of this potential liability and that appropriate precautions will be made in order to avoid injuries, damage and liability to others.

The Town of Northborough and the Board of Selectmen acting as the Local License Authority shall not be liable to the Licensee or to others if injury or damage shall result from the exercise of this Special One-Day License.



Signature of Applicant

4/10/24

Date

All Strap Stanchion in front of building for Egress with sign - Not an Entrance, please enter thru Main Entrance

Employee ID Check



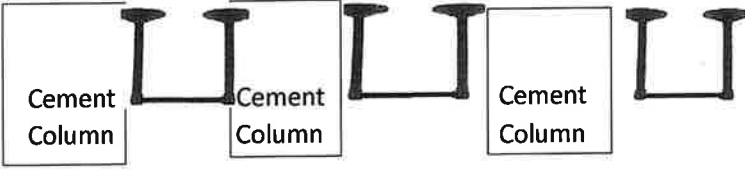
Music – single musician or duo with speaker

Brewery Sample Table

Brewery Sample Table

Café Entrance

Strap Stanchion Sign stating – Consumption of Alcohol permitted





List of Participating Breweries

There will be 7 breweries at each event, with new breweries at each event (not everyone at once). Then the remaining table will be for wine that is shrunk out of the store's inventory with store employees pouring.

Jack's Abby
Allagash Brewery
Cold Harbor Brewing
Carlson Orchard Cider House
Duval Brewery
Harpoon Brewery
Greater Good Brewery
Down East Cider House
Lamplighter Brewery
Lord Hobo Brewery
May Flower Brewery
Medusa Brewery
Mighty Squirrel Brewery
Narragansett Brewery
Night Shift Brewery
Other Half Brewery
1911 Cider House
Sam Adams
Southern Tier Brewery
Sloop Brewing
True North Brewery
Untold Brewery
Wachusett Brewery
Wormtown Brewery
Zero Gravity



TOWN OF NORTHBOROUGH

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MEMORANDUM

TO: Members of the Select Board
Town Administrator

FROM: Lynda LePoer, Executive Assistant

DATE: May 3, 2024

RE: Request for a One-Day Special Liquor License for Multiple Dates
Tougas Family Farm – 234 Ball Street

Tougas Family Farm located at 234 Ball Street has submitted an application for a One-Day Special Liquor License to cover outdoor events on weekend days during the months of June through October, 2024 as follows:

- 6/15 & 6/16 – rain date 6/19 & 6/20
- 6/22 & 6/23 – rain date 7/20 & 7/21
- 6/29 & 6/30 – rain date 7/27 & 7/28
- 7/6 & 7/7 – rain date 8/3 & 8/4
- 7/13 & 7/14 – rain date 8/17 & 8/18
- 8/31, 9/1 & 9/2
- 9/7 & 9/8
- 9/14 & 9/15
- 9/21 & 9/22
- 9/28 & 9/29
- 10/5 & 10/6
- 10/12, 10/13 & 10/14
- 10/19 & 10/20
- 10/26 & 10/27

As with the prior events, the serving hours for each day will be 11am-5pm. Rain dates are requested for the summer events, but not for the fall events. If a rain date is issued, the applicant will provide written notification to the Town. The attached cover letter from Tougas Farm provides the details and safety precautions that will be in place for each event. The floor plan has been reviewed by the Police, Fire and Building Departments with no concerns to report.

Per the recommendation of the Alcoholic Beverages Control Commission (ABCC), the license will include the 24-hour period immediately before and after each weekend event in order to allow for the proper delivery and disposal of all alcoholic beverages by the licensee.

The Police, Fire, and Building Departments have reviewed the application and recommend that it be approved with the floor plan as submitted with safety precautions in place as stated in the April 2, 2024 letter from Tougas Family Farm.

Kerri Ward from Tougas Family Farm will be present at your May 6th meeting to answer any questions.

Tougas Family Farm LLC

234 Ball Street
Northborough, MA 01532

April 2, 2024

Greetings and Happy Spring,

This 2024 season Tougas Family Farm is applying for a series of special “Wine and Malt Beverage Licenses” to cover us on peak weekends throughout our season. We plan to apply for a General On-Premise License, but unfortunately did not have time to complete this process before the beginning of our season. After working with our legal team and advisors this Winter, we have the documents and plans in order, but came up a little short on time for this year. We plan to submit our application this upcoming October and aim to use this year to finalize our layout, make sure operations run smoothly, and work with Town officials to comply with all requirements and address any concerns. Each special event will have the same layout/floor plan, and the proposed hours for licensing are 11AM-8PM. Thank you for your consideration on these special permits for the 2024 season.

The dates are as follows:

- **Father's Day Weekend: 6/15 & 6/16**
 - **Rain Date 6/19 & 6/20**
 -
- **Summer Fruit Festival Weekend: 6/22 & 6/23**
 - **Rain Date: 7/20 & 7/21**
 -
- **Cherry Season: 6/29 & 6/30**
 - **Rain Date: 7/27 & 7/28**
 -
- **Holiday Weekend: 7/6 & 7/7**
 - **Rain Date: 8/3 & 8/4**
 -
- **Blueberries, Blues, and BBQs: 7/13 & 7/14**
 - **Rain Date: 8/17 & 8/18**
 -
- **Labor Day Weekend: 8/31, 9/1, 9/2**

Fall Festival Weekends

- 9/7 & 9/8
- 9/14 & 9/15
- 9/21 & 9/22
- 9/28 & 9/29
- 10/5 & 10/ 6
- 10/12, 10/13, & 10/14
- 10/19 & 10/20
- 10/26 & 10/27

Thank you again for your consideration. Each season we face different challenges with ever changing growing conditions, and are still recovering from 2023 complete crop loss of our cherry and peaches. We are trying to find ways to diversify our business, while adding to the customer experience and enjoyment on the Farm.

Sincerely,

Kerrie Ward and Andre Tougas

234 Ball Street
Northborough, MA 01532

Special Permits- Wines and Malt Beverages

The proposed area to be licenced is enclosed by a combination of split rail fencing, snow fence, and sturdy traffic barriers. The space includes our picnic area and 5 buildings.: 4 buildings set up for sales (Grill Shack, Snack Shack, Donut Hut, and Farm Store) and one for storage (Cold Storage). Primarily sales will be done through the Grill Shack on the weekends. The other buildings may be used in the event of inclement weather, or when the Grill Shack is not open. We are seeking approval for multiple locations to make sales in order to be flexible with our operations based on weather and the size of the crowd (large or small). Last season we had a lot of rainy days, and our previous plans did not properly take into account inclement weather situations, or when a sales location, zoned for alcohol, was not able to open.

Alcohol will only be allowed within the fenced in picnic area and is not allowed in the Orchard, parking lots, or across Ball Street on the West side of the Farm. The hours licensed to serve would be 11AM-8PM.

For storage, alcohol will be kept in a separate, locked area in the Cold Storage building. Only TIPS certified and Staff 18+ can handle alcoholic products and receive deliveries.

The entire proposed area for the customer is outdoors, enclosed by fencing, and clearly marked with "No Alcohol Beyond this point" signs. All tents, facilities, and grounds will be inspected by the Police, Fire, Building, and Health Departments as deemed necessary.

The ground surface is a combination of paved concrete paths, packed gravel, grass, and wood chips. All roads and pathways to the customer area will remain clear and in good repair for emergency vehicle access.

Our seating capacity is a fluctuating number, and varies between seasons. During peak season we have approximately 60 picnic tables, along with various benches and plastic chairs; Seats for approximately 400-500 people. The proposed licensed area includes an

open 30 x 60 tent (pending inspection from the building department), picnic tables, chairs and benches, and space for lawn games. During peak weekends and when alcohol is being served, ground crew employees will be stationed in zones throughout the picnic area to help monitor crowds and keep the area clean.

Additional Information:

- Sturdy fencing and clearly posted signs at each entrance/exit for “No Alcohol Beyond this point”
- Entrances/Exits monitored by grounds crew staff to ensure alcohol remains in designated areas
- All alcohol sales and serving performed by a TIPS certified staff person
- All guests being served to have proper identification on their person
- Those 21 and older will be carded by a TIPS certified staff person, and be issued a wristband
- No person shall be served more than 2 drinks at a time
- System in place with wrist bands to limit drinks per guest during their visit
- Staff with a crowd control certification will be on site
- All Exits will be clearly marked
- Tougas Farm has ample parking and restrooms for our guests



TOWN OF NORTHBOROUGH

Town Offices
63 Main Street
Northborough, MA 01532-1994
(508) 393-5040 Phone
(508) 393-6996 Fax

SPECIAL ONE-DAY LICENSE APPLICATION

FEE \$100

The undersigned hereby applies for a Special One-Day License in accordance with Massachusetts General Laws, Chapter 138, Section 14:

NAME OF APPLICANT: Kerrie Ward
NAME OF BUSINESS: Tougas Family Farm LLC
ADDRESS OF PREMISES TO BE LICENSED:

734 Ball Street Northborough Inside Outside

TEL: 774-258-2736 **EMAIL:** Kerrie.tougasfarm@gmail.com

LICENSE FOR THE SALE OF:

All Alcohol - *Non-Profit Only () Wine & Malt Only ()

DOES THE APPLICANT HAVE KNOWLEDGE OR EXPERIENCE WITH STATE LIQUOR LAWS? YES () NO ()

If yes, please explain: Previously held special permits, TIPS

DATE AND HOURS OF EVENT: *Please see attached

RAIN DATE: * see attached

LIST THE DESIGNATED PERSON WHO IS CERTIFIED AS A CROWD MANAGER BY THE DEPT OF FIRE SERVICES AND WHO WILL BE PRESENT DURING ALL HOURS OF THE EVENT:

Name: Kerrie Ward Phone # 774-258-2736

LIST THOSE WHO WILL BE CARDING AND SERVING ALCOHOL TO GUESTS 21 YEARS AND OLDER AND PROVIDE COPIES OF THEIR ALCOHOL TRAINING CERTIFICATION

Jason Coburn Patrick McDonald
Tiffany Pente
Kerrie Ward

on file

EVENT DESCRIPTION:

Farm + Fruit themed
Weekend events. Fruit picking, farm fresh
food, seasonal baked goods, activities,
local beer + wine, cider.

ESTIMATED NUMBER OF GUESTS:

~1500

PLANS FOR PARKING:

We have approx. 10 acres of
parking with directional signs. On busy days
we have staff directing traffic

**DESCRIBE DESIGNATED AREA, INCLUDING SIGNAGE AND BARRIERS,
THAT WILL BE IN PLACE NOTIFYING GUESTS THAT ALCOHOL MUST BE
CONTAINED IN THE DESIGNATED AREA ONLY:**

INCLUDE A FLOOR PLAN

The designated areas will be
clearly marked with "No Alcohol Beyond
this point" signs. The entire area
is enclosed by fencing and sturdy traffic
barriers. No alcohol is allowed in the
parking lot, the orchard, or on the west
side of the farm (across Ball street)

LIST WHOLESALER FROM WHOM YOU WILL PURCHASE ALCOHOL

~~Atlas~~, Atlas, Stone Cow, Carlson's

Kristin
Applicant's Signature

4/2/2024
Date



TOWN OF NORTHBOROUGH

Town Offices
63 Main Street
Northborough, MA 01532-1994
(508) 393-5040 Phone
(508) 393-6996 Fax

PROOF OF LIQUOR LIABILITY INSURANCE / LIABILITY DISCLAIMER FOR SPECIAL ONE-DAY LICENSE

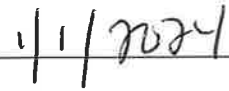
Please provide proof of insurance coverage under a liquor legal liability insurance policy for a minimum amount of \$250,000 on account of injury to or death of one person, and \$500,000 on account of any one accident resulting in injury or death of more than one person. The Insurance Certificate must indicate that the coverage will include the specific event for which you are applying for a Special One-Day License.

By exercising the privileges of this Special One-Day License in serving persons with alcoholic beverages, the Licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this Special One-Day License will be deemed to be acknowledgment that you are aware of this potential liability and that appropriate precautions will be made in order to avoid injuries, damage and liability to others.

The Town of Northborough and the Board of Selectmen acting as the Local License Authority shall not be liable to the Licensee or to others if injury or damage shall result from the exercise of this Special One-Day License.

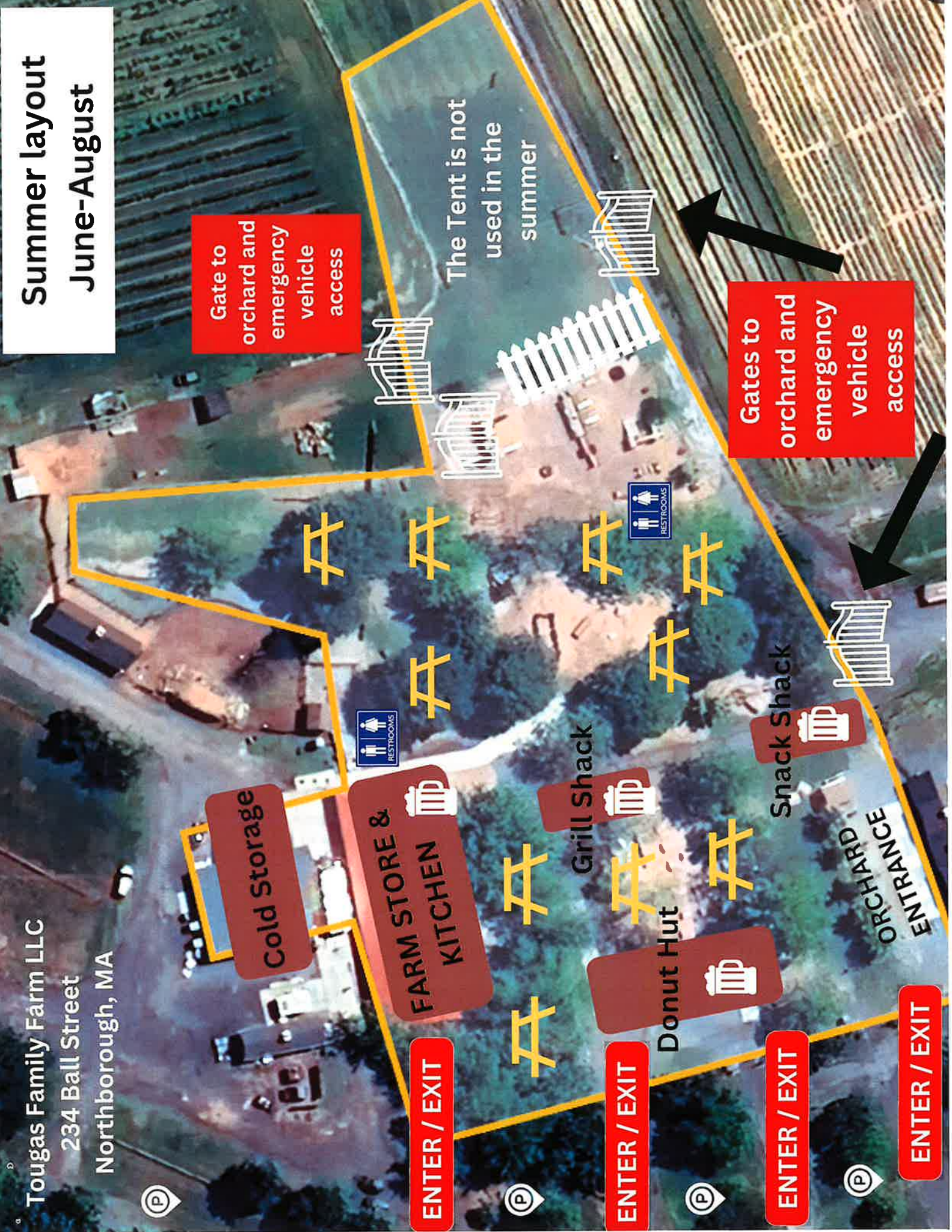


Signature of Applicant


Date

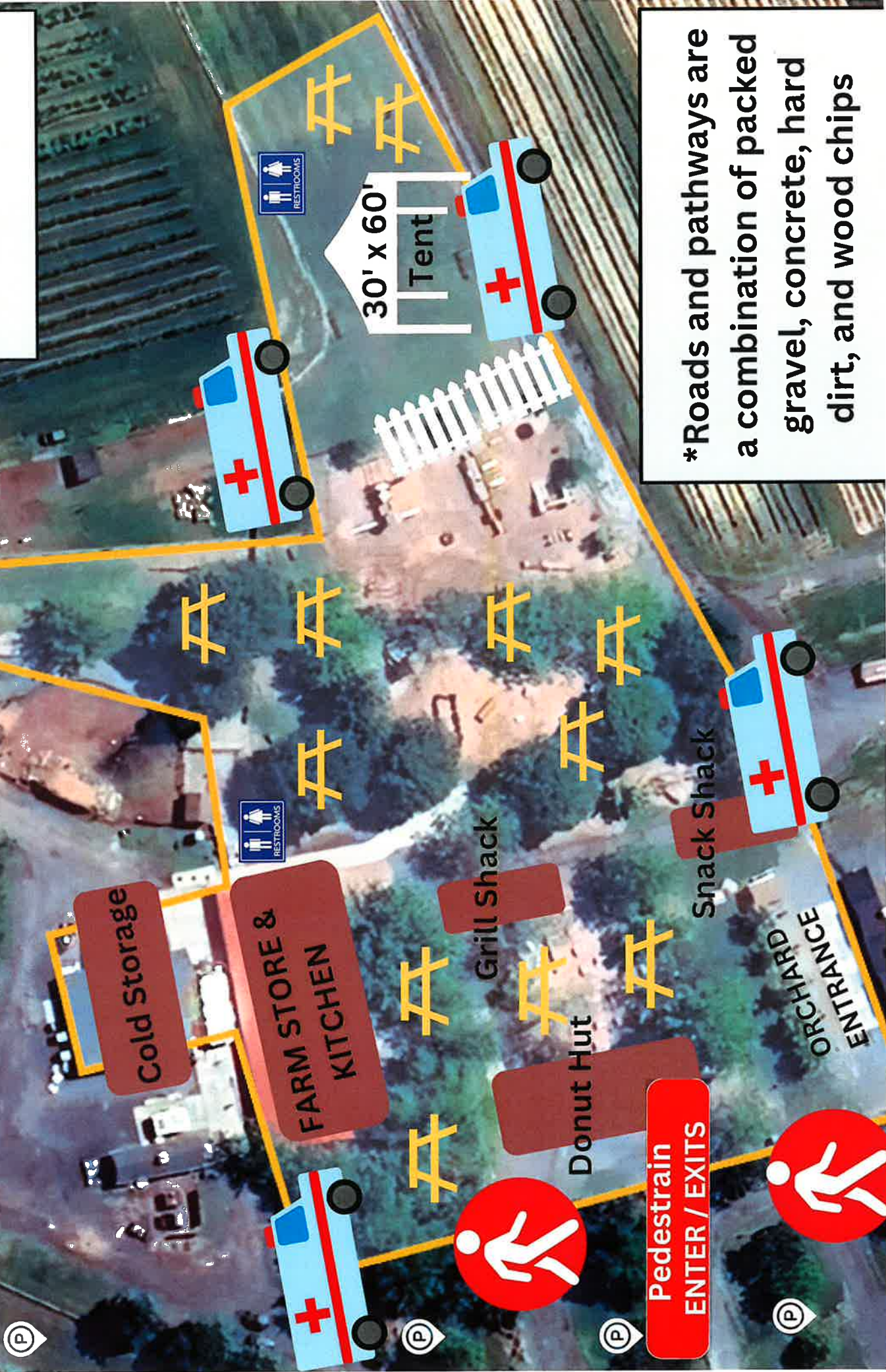
Tougas Family Farm LLC
234 Ball Street
Northborough, MA

Summer layout June-August



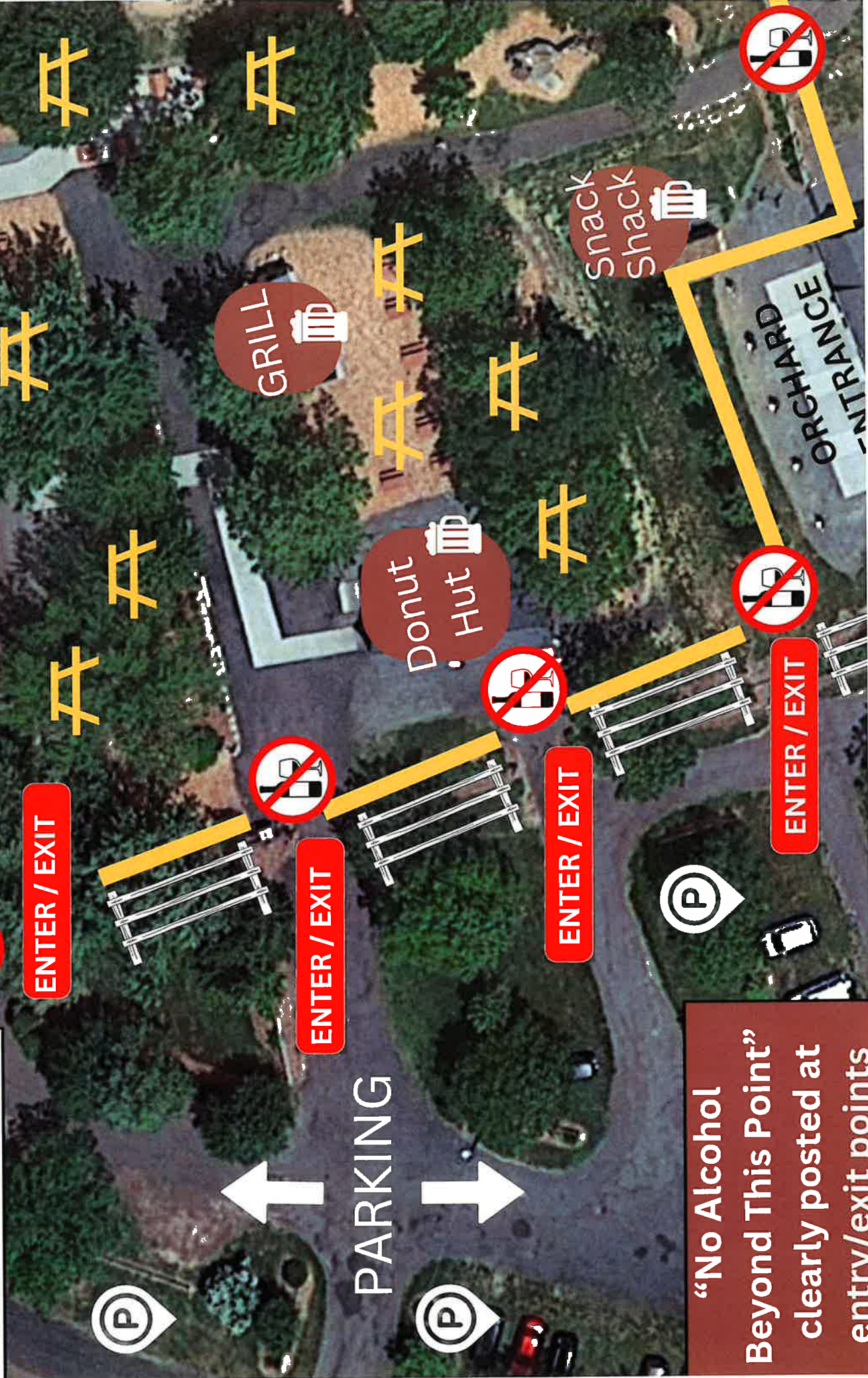
Tougas Family Farm LLC
234 Ball Street
Northborough, MA

Emergency Vehicle Access



*Roads and pathways are a combination of packed gravel, concrete, hard dirt, and wood chips

Tougas Family Farm:
Entry points from
the parking lot



**"No Alcohol
Beyond This Point"
clearly posted at
entry/exit points**

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is dated as of May ____, 2024.

1. PARTIES AND MAILING ADDRESSES

0 Whitney Street Realty Trust u/d/t dated August 4, 2009, and recorded with the Worcester District Registry of Deeds in Book 44712, Page 124

hereinafter called the SELLER, agrees to SELL and

Town of Northborough, acting by and through its Select Board,

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION OF PREMISES

The parcel of land with the buildings thereon located at 432 Whitney Street in Northborough, Worcester County, Massachusetts, shown as Lot 327 on the plan entitled: "Plan of Land in Northborough, Mass. Owned by M. Gordon Erlich & Lawrence I. Silverstein, Trustees u/d/t 12/28/79" dated March 16, 1984, and recorded in Plan Book 526, Plan 80 and all rights, easements, and other appurtenances therein (the "Property" or "Premises"). Said lot contains 23.7678 +/- acres according to said plan.

For Seller's title, see deed recorded in the Worcester District Registry of Deeds in Book 44712, Page 129.

SELLER shall remove the camper, excavator, dumpster and associated trash from the Property prior to closing.

3. TITLE DEED

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

- (a) Provisions of existing. building and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this Agreement;

- (d) Easements, restrictions, reservations and matters of record, if any, so long as the same do not interfere with Buyer's intended use of the Property.

All reference to the "then current year" and like references with respect to real estate taxes payable in respect of said premises shall be construed to mean the then current fiscal tax period within which such taxes are payable;

4. PURCHASE PRICE

The agreed purchase price for said premises is One Million, Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00), of which:

- (i) Fifty Thousand (\$50,000.00) Dollars to be paid at the time of the signing of the Purchase and Sale Agreement;
- (ii) All deposits are attributable to the purchase price and the remaining balance of the Purchase Price will be paid at closing.

5. TIME FOR PERFORMANCE; DELIVERY OF DEED

The time for performance shall be ninety (90) days from the date the Town of Northborough receives a certified Agreement signed by the Seller, or such earlier date that the Buyer may set forth in a written notice to Seller given at least twenty-one (21) days in advance. The performance by the parties shall occur at the Worcester South District Registry of Deeds in Worcester, or there shall be a closing by mail, at Buyer's election. It is agreed that time is of the essence of this Agreement. Seller need not attend the closing in person so long as the Deed is signed personally by Seller and delivered to Buyer in escrow at least one (1) business day prior to the closing.

6. SELLER. DELIVERABLES

At the Closing, Seller shall duly execute and deliver the following closing documents (the "Seller Documents"):

- (1) A Massachusetts quitclaim deed (the "Deed") conveying the Property in form reasonably acceptable to Buyer and its title insurer;
- (2) such affidavits as the Buyer's title insurer shall reasonably require in order to issue, without extra charge, an owner's policy of title insurance free of any exceptions for unfiled mechanics' or materialmen's liens for work performed by Seller prior to Closing, or for rights of parties in possession;
- (3) a Non-Foreign Affidavit as required by the Foreign Investors in Real Property Tax Act ("FIRPTA"), as amended;
- (4) such authority documents as are reasonably necessary for Seller to convey title; and,

- (5) such other customary instruments and documents reasonably requested by Buyer, Buyer's lender, and/or Buyer's title insurance company, and reasonably required to effectuate the transaction contemplated by this Agreement.

7. SELLER COVENANTS

Seller covenants that between the date of this Agreement and the Closing:

- a. Seller shall not, without Buyer's written consent, which consent may be withheld in Buyer's sole and absolute discretion, enter into any lease, license, occupancy agreement or other agreement or covenant relating to possession or occupancy or any right to use the Property.
- b. Seller shall not, without Buyer's written consent, enter into any new contract respecting the Property which shall be binding upon Buyer. Seller shall cause all contracts affecting the Property to be terminated effective as of the Closing Date.
- c. Seller shall not encumber the Property with any matter except such as may be approved by Buyer in its sole and absolute discretion.
- d. Seller shall, within twenty-four hours of Seller's discovery, give Buyer reasonably detailed notice of (1) any materially adverse change with respect to the Property of which Seller obtains knowledge; (2) any actual or proposed condemnation (or proceeding in lieu thereof) of which Seller obtains knowledge; (3) any written notice received by Seller claiming environmental contamination regarding the Property; and (4) any written notice received by Seller concerning any pending or threatened litigation or administrative proceeding affecting the Property. In the event of the occurrence of any of the above, Buyer shall have the option of terminating this Agreement by notifying the Seller thereof in writing within ten (10) days of receipt of notice, in which event all deposits made by the Buyer hereunder shall be forthwith refunded to Buyer and this Agreement shall be null and void and without recourse to the Parties hereto, failing which the Buyer shall be deemed to have accepted the Premises notwithstanding the condition or occurrence set forth in Seller's notice; and
- e. Seller shall not take any action or fail to take any action that will cause the Property to not be permitted to be used for its current use under applicable zoning regulations and codes.

8. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the Deed the Premises do not conform with the provisions hereof, the Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the Seller shall give

written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for such period of time not to exceed thirty (30) days as Seller may need to clear any defects in title, or deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be. Seller need not expend more than \$10,000.00 in rendering the Premises conforming with the provisions hereof.

9. BUYERS ELECTION TO ACCEPT TITLE

The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the said Premises in their then condition and to pay therefore the purchase price without deduction, in which case the Seller shall convey such title.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.

If at the expiration of the extended time the Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then, at Buyer's option, any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

11. ACCEPTANCE OF DEED

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

12. BROKER'S FEE

A Broker's fee under a separate agreement for professional services as agreed is due from the Seller to Duncan Chapman of Keller Williams Commercial and Raj Sedhu of Keller Williams Commercial, if, as, and when the deed is recorded in accordance with the terms of this Agreement and the Seller has received the full Purchase Price. Seller hereto hereby states that there is no other real estate broker other than Duncan Chapman of Keller Williams and Raj Sedhu of Keller Williams Commercial in connection with this transaction and that, to the best of Seller's knowledge and information, no brokerage commission will be due as a result of this transaction except as stated in this Section 12, and hereby agrees to indemnify the Buyer against any claim, loss, or liability for a real estate broker's fee which may arise as a result of their statement herein not being true and correct. The provisions of this Section 12 shall survive the delivery of the deed.

13. DEPOSIT

The initial \$50,000 deposit made hereunder shall be held in escrow by Philip C. Lombardo,

Esq., as escrow agent, in an IOLTA account subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given by the Seller and the Buyer, or final order of a court of competent jurisdiction.

14. DEFAULT; DAMAGES.

If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages, and all obligations of the parties shall cease and this Agreement shall become null and void and without recourse to the parties hereto either at law or in equity.

In the event Seller breaches or fails, without legal excuse permitted herein, to complete the sale of the Premises or to perform its obligations under this Agreement, Buyer may, as its sole remedy therefor, either (i) enforce specific performance of this Agreement against Seller or (ii) terminate this Agreement in which case the Deposit and all interest accrued thereon will immediately be returned to Buyer and Seller shall promptly reimburse Buyer for all amounts paid by Buyer to third parties for services performed related to the property for its possible future use, which expenses shall include but not be limited to engineering and legal fees; or (iii) elect to accept title as provided under Section 11 herein. If Buyer is unable to obtain specific performance because of acts or omissions of Seller, in addition to the return of the Deposit and all interest accrued thereon to Buyer, Seller shall promptly reimburse Buyer for all amounts paid by Buyer to third parties for services performed related to the property for its possible future use. These expenses shall include but not be limited to engineering and legal fees.

15. ACCESS

Buyer and Buyer's agents shall have the right of access to the premises, upon notice to the Seller, prior to closing for the purpose of inspecting the premises, showing the premises to prospective mortgage lenders, taking measurements, inspections, testing and any other purpose related to Buyer's intended use of the property, provided that Buyer shall provide to Seller evidence of reasonably satisfactory insurance covering injury to persons and property and naming Seller as an additional insured party. Buyer shall provide to Seller reasonable advance notice of any inspection of the Premises. Buyer shall, to the extent permitted by law, indemnify Seller and hold Seller harmless from all actions, suits, claims, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising from (a) personal injury suffered by Buyer, its contractor, subcontractor or agents, on or about the premises, or any other person on the Premises under Buyer's, or any of Buyer's contractor, subcontractor or agent's request or direction, in connection with such visit; or (b) property damage to the premises.

16. NOTICES

All notices required or permitted to be made under this Agreement shall be delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service, overnight Express Mail or other overnight delivery service, or by email addressed to the Buyer or Seller as provided herein. Such notice shall be effective when sent, provided that the sender has evidence of delivery, which may include written receipt, written evidence of attempted delivery or confirmation of receipt. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Such notices shall be addressed as follows:

if to BUYER, to: Town of Northborough
63 Main Street
Northborough, MA 01532
Attention: Select Board

With a copy to: Katharine Lord Klein, Esq.
KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110
Phone: (617) 275-6742
Fax: 617 654 1735
Email: kklein@k-plaw.com

If to SELLERS to: Santo Anza, Trustee
24 Reservoir Street
Northborough, MA 01532

With a copy to: Philip Lombardo Esq.
41 North Road, Suite 203
Bedford, MA 01730
Phone: 781 538 6894
Fax: 781 538 6831
Email: plombardo@pclombardolaw.com

17. MISCELLANEOUS

Each party shall be responsible for its own legal, advisory and miscellaneous expenses associated with the completion of this transaction. Documentary stamps and closing costs shall be apportioned per local custom (i.e., Seller pays for Documentary stamps and Buyer pays for recording of the Deed), and real estate taxes shall be apportioned as of the Date of Closing with Buyer paying conveyance/rollback taxes under MGL c. 61A.

18. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective

heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. This Agreement shall be deemed to have been prepared jointly and shall not be strictly construed against either party.

19. ELECTRONIC AND FACSIMILE SIGNATURES

This Agreement may be executed by and through electronic signature technology which is in compliance with Massachusetts law governing electronic signatures. Electronic signatures shall be considered as valid and binding as original, "wet" signatures. Signatures, originally signed by hand, but transmitted via e-mail or facsimile machine shall also be deemed valid and binding original signatures.

20. DEDUCTIONS FROM SELLER'S PROCEEDS

Unless paid by Seller by separate check, there shall be deducted from the balance due Seller at the Closing the following:

- (a) Massachusetts state and any county deed excises;
- (b) Cost of recording discharges and releases of monetary encumbrances and any title and curative documents;
- (c) Amounts required to discharge outstanding mortgages shortly after the later of the Closing or the deed to Buyer is recorded; and
- (d) Lender's or Buyer's reasonable and customary attorneys' fee for procuring discharges of outstanding mortgages.

21. POST-CLOSING ADJUSTMENTS

If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within two months of the Closing to the party to be charged, then such party agrees to make a payment to correct the error or omission.

22. TITLE AND PRACTICE STANDARD

Any matter or practice arising under or relating to this Agreement which is the subject of a practice or title standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable.

23. The Buyer is hereby notified that the Seller may enter into a 1031 transaction with

respect to the sale of the Property and Buyer shall execute and deliver such documents as may be reasonably and customarily required to effectuate such transaction.

[Signature Page Follows]

EXECUTED AS A SEALED INSTRUMENT AS OF THE DATE FIRST ABOVE WRITTEN

SELLER:

0 WHITNEY STREET REALTY TRUST

By: _____
Santo Anza, Trustee

BUYER:

TOWN OF NORTHBOROUGH,
By Its Select Board

By: _____
_____, Chair

SENATE No. 2495

Senate, December 18, 2023 - Text of the Senate amendment (Senator R. Kennedy) to the House Bill relative to the select board of the town of Northborough (House, No. 3902).

The Commonwealth of Massachusetts

In the One Hundred and Ninety-Third General Court
(2023-2024)

1 SECTION 1. Notwithstanding any general or special law to the contrary, the executive
2 body of the town of Northborough, previously known as the board of selectmen, shall be known
3 as the select board and shall have the powers and authority of a board of selectmen under any
4 general or special law and the members of the select board, previously known as selectmen, shall
5 be known as select board members.

6 SECTION 2. Notwithstanding sections 21 and 32 of chapter 40 of the General Laws,
7 section 5 of chapter 40A of the General Laws, or any other general or special law to the contrary,
8 the select board of the town of Northborough may amend the general by-laws and zoning by-
9 laws of the town by majority vote to revise all references to the board of selectmen and
10 selectmen to the select board and select board members, respectively, in accordance with section
11 1.

12 SECTION 3. This act shall take effect upon its passage.



NORTHBOROUGH FIRE DEPARTMENT

David Parenti, Fire Chief/EMD
Neal Aspesi Deputy Chief
11 Pierce Street
Northborough MA 01532
508-393-1537



MEMORANDUM

TO: Northborough Select Board Members

FROM: Chief Parenti

RE: Code Red use for Town Meeting Notification

DATE: 05/03/2024

CC: TA Tim McInerney, ATA Diane Wackell

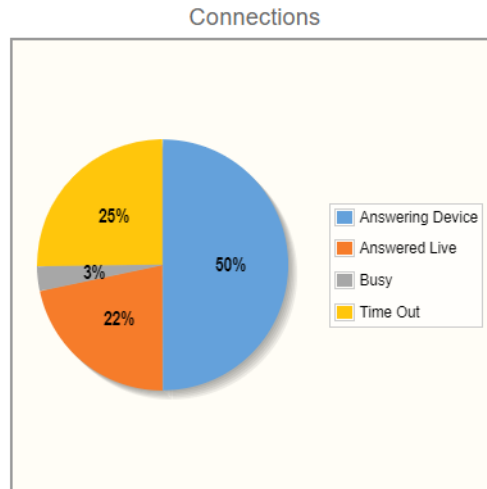
On April 24th, at 17:37 I launched the Code Red message to all citizens and businesses signed up for general notifications. This list includes the following: 12,478 phone calls, 1,777 emails, 18 TDD, and 2,032 text messages. There were 22,544 attempted calls with 5,612 numbers reached. At 17:56 the system automatically relaunched to try and reconnect any of the missed calls, (6,866), and reached an additional 361 numbers. The two charts on page two show the breakdown of both launches.

My email was listed in all emails sent as the contact for the message. As a result, I received several replies that are grouped into the following categories:

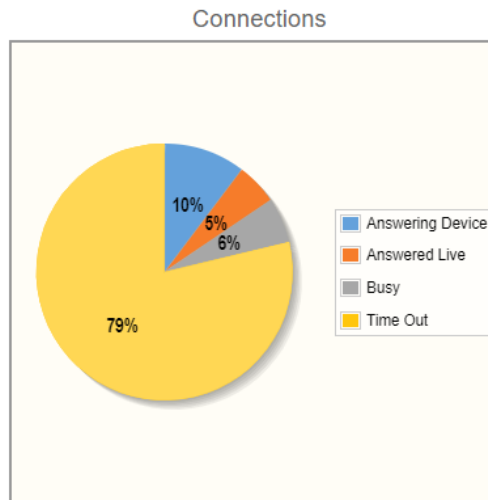
- “Remove my Name” - 5
- “Stop” - 6 (approx.)
- 2 - angry replies indicating they did not believe Code Red should be used for this reason.

If you have any additional questions about the Code Red launch, please reach out to me at (508) 393-1537, or email me at dparenti@town.northborough.ma.us.

Launch ID #4174083
 Launched By David Parenti
 Notification Type General
 Auto Recall Yes
 Started 4/18/2024 5:37:13 PM
 Ended 4/18/2024 5:56:54 PM
 Expiration None
 Voice Minutes Used 5359
 Emails 1777
 Phone Calls 12478
 Text Messages 2032
 TDD 18
 Mobile Yes
 Attempted Calls 22544
 Numbers Reached 5612
 Numbers Not Reached 6866



Launch ID #4174112
 Launched By David Parenti
 Notification Type General
 Auto Recall No
 Started 4/18/2024 5:56:54 PM
 Ended 4/18/2024 6:09:09 PM
 Expiration None
 Voice Minutes Used 324
 Emails 0
 Phone Calls 6866
 Text Messages 0
 TDD 3
 Attempted Calls 15433
 Numbers Reached 361
 Numbers Not Reached 6505



Know All Men By These Presents
That the
Town of Northborough

A body corporate and politic situated in the County of Worcester and Commonwealth of Massachusetts, for and in consideration of Five Hundred Dollars for burial plot and Seven Hundred Dollars for perpetual care, a total of One Thousand Two Hundred Dollars to be paid by _____ of _____, the receipt whereof is hereby acknowledged, does hereby sell and convey unto the said _____ and/or his/her heirs, executors, administrators and assigns (subject to all limitations upon succession and transfer prescribed by the laws of the Commonwealth and regulations of the Board of Cemetery Commissioners of the Town of Northborough as now or hereafter in force), the sole and exclusive right of burial in the lots in the **Northborough Cemetery**, in said Town of Northborough, shown and numbered as Grave(s) 1058 & 1059, Section 5N upon a plan on file in the office of the Board of Cemetery Commissioners, together with the right of erecting a tomb, cenotaph, monument or other structure upon such lot, subject to the following restrictions:

Upright Marker

However the aforementioned right shall be held and exercised in all instances in accordance with the subject to the regulations of said Cemetery Commissioners as now or hereafter in force, to which said regulations the attention of the grantee is hereby specifically directed.

To Have and to Hold, the above granted premises unto the said Grantee and/or his/her heirs, executors, administrators and assigns forever; subject, however, to the limitations and conditions hereinbefore stated.

In Witness Whereof the said Town of Northborough has caused these presents to be signed in the corporate name of said Town by the Select Board, and the corporate seal of the Town to be affixed thereto, this 6th day of May, 2024.



INHABITANTS OF THE TOWN OF NORTHBOROUGH

Northborough Select Board

Recorded: _____

Town Clerk