



Town of Abington

500 GLINIEWICZ WAY
ABINGTON, MA 02351

**Board of Selectmen Meeting Minutes
December 7, 2015
6:00 p.m.
Cotter Room**

Members present: Mike Franey, Maureen Jansen, Andy Burbine, Ken Coyle, Alex Bezanson

- Pledge of Allegiance
- Moment of Silence – Dick Burns. Dick was the Superintendent of Streets in Abington from 1978 until retirement in 1998. Dick will be deeply missed by his family and many friends.

Public Announcements:

Selectman Bezanson announced Holly Talk at the Library on December 10, 2015 at 7:00 p.m. Selectman Coyle announced the 41 Boy Scouts are selling Christmas trees from December 3rd to the 17th from 5 to 9pm at Bailey's Garage, and deliver.

Selectman Burbine announced the Friends of the Seniors are hosting Breakfast with Santa on December 12th from 8am to 11 am.

Selectman Jansen announced a Christmas Concern at the Abington High School Paul K. Smith Room on December 18th at 7:00 p.m.

Public Appointments:

6:00 p.m. – Attorney Silverstein, Kopelman & Page, Casino update – Attorney Silverstein provided a comprehensive update to the status of the proposed casino in Brockton (attached) M/Bezanson to approve the agreement with the suggested amendments by Board members. A revised document will be presented for Board signature

S/Coyle

Voted 5-0

6:35 p.m. – Approval of Common Victualer License, Dunkin Donuts, 323 Centre Avenue. Mr. Cadete addressed the Board. All of the inspections are in place.

M/Bezanson to approve Common Victualer License

S/Jansen

Voted 5-0

6:40 p.m. – Kristen Cox – approval of one day liquor license, December 18, 2015, Senior Center. Liability insurance is in place, and proponent is TIPS certified.

M/Jansen to approve one day liquor license

S/Burbine

Voted 5-0

6:45 p.m. Shaun Provencher, DCR, update of purchasing Town owned Land, Chestnut Street – passed over due to a family emergency.

Action/Discussion items:

1. Approval of November 9, 2015 open session minutes

M/Jansen to approve

S/Burbine

Voted 5-0

Approval of November 23, 2015 open session minutes

M/Bezanson to approve as amended

S/Burbine

Voted 5-0

2. Adoption of new licensing policy (attached)

M/Burbine to approve with caveat of currently approved conditions are allowed to continue

S/Jansen

Voted 5-0

3. Approval of annual license renewals— (attached)

Selectman Franey discloses that he performs work at Marylou's News

M/Bezanson to approve page 1 as presented

S/Burbine

Voted 5-0

M/Bezanson to approve page 2 with the exception of Trucchis and Polish Club

S/Jansen

Voted 5-0

M/Coyle to approve Polish Club

S/Burbine

Selectman Bezanson abstains

Voted 4-0-1

M/Bezanson to approve Trucchis

S/Burbine

Selectman Coyle abstains

Voted 4-0-1

M/Bezanson to approve page 3 as presented with the exception of Fieldstone Furnishings and Mary Mitchell

S/Jansen

Voted 5-0

M/Jansen to approve Fieldstone Furnishings

S/Coyle

Selectman Burbine abstains

Voted 4-0

M/Burbine to approve page 4 as presented with the exception of LA Used Cars and Borderland

S/Bezanson

Voted 5-0

M/Burbine to approve LA used Cars

S/Jansen

Selectman Bezanson abstains

Voted 4-0-1

M/Bezanson to approve Borderland

S/Coyle

Selectman Burbine abstains

Voted 4-0-1

M/Burbine to approve page 5 as presented

S/Jansen

Voted 5-0

4. Vote to change the Substance Abuse Coalition to a private non-profit

M/Coyle to dissolve the Substance Abuse Coalition as a Town Committee (attached)

S/Jansen

Voted 5-0

5. Vote to ratify and confirm the vote taken on November 23, 2015 authorizing and approving the issuance of \$36,000,000 school bonds of the Town which read as follows: (attached)

M/Burbine to ratify and confirm the vote

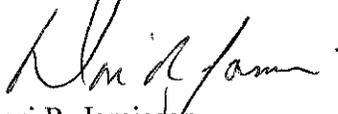
S/Jansen

Voted 5-0

6. Acceptance of land donation on Town Meeting warrant, Summer Street (5.73 acres)
M/Coyle to place the land donation on the Town Meeting warrant after a conducting a title search (attached)
S/Bezanson
Voted 5-0
7. Status of FY2017 budget process (attached)
8. Town Manager Report – (attached)
9. Public Comment – Chairman asks for information regarding Solar at Griffin’s Dairy, and the possibility of putting a part time grant writer on Board, and an update on the traffic that will result from the airbase. – Chris Aiello to come to a future meeting. Selectman Coyle states he has received complaints with regard to the train whistle. Assistant Town Manager to research.
10. M/Jansen to adjourn
S/Bezanson
Voted 5-0

Meeting adjourned: 7:45 p.m.

Respectfully submitted,



Dori R. Jamieson
Assistant Town Manager

SURROUNDING COMMUNITY AGREEMENT

By and Between the Town of Abington, Massachusetts

and

Mass Gaming & Entertainment, LLC

This Surrounding Community Agreement (the “**Agreement**”) is made and entered into as of November 12, 2015 (the “**Effective Date**”), by and between the Town of Abington, Massachusetts, a municipality of the Commonwealth of Massachusetts with its offices at 500 Gliniewicz Way, Abington, MA 02351 (the “**Town**”), and Mass Gaming & Entertainment, LLC, a Delaware limited liability company with its principal office at 900 North Michigan Avenue, Chicago, Illinois 60611 (“**MGE**”) (each a “**Party**”, both collectively, the “**Parties**”).

WHEREAS, MGE is in the process of applying to the Massachusetts Gaming Commission (the “**Commission**”) for a Category 1 gaming license as defined by Chapter 23K of the General Laws of the Commonwealth of Massachusetts (“**Chapter 23K**” or the “**Act**”), to construct and operate a gaming establishment and ancillary hotel, dining, entertainment, and other amenities (collectively, the “**Project**”) to be built on a portion of the Brockton Fairground off Belmont Street in Brockton, Massachusetts (the “**Property**”);

WHEREAS, as provided for by Chapter 23K, MGE has entered into a Host Community Agreement with the City of Brockton, which calls for MGE to work in a good faith and non-discriminatory manner to give reasonable preference in the hiring for Project construction jobs and permanent Project positions, first to properly-qualified Brockton residents, and then to properly-qualified residents of Surrounding Communities, and to utilize properly-qualified, price-competitive local contractors and suppliers for the operation of the Project and to provide reasonable assistance to such local vendors in satisfying the Commission’s requirements;

WHEREAS, the Town and MGE anticipate that the Project will create regional benefits for Brockton and its surrounding and adjacent communities, including the Town, and Chapter 23K provides a mechanism for the applicant for a Category 1 gaming license to enter into an agreement with a Surrounding Community, setting forth a Community Impact Fee for the Surrounding Community and all stipulations of responsibilities between the Surrounding Community and the applicant;

WHEREAS, in addition to any payments to be provided by MGE under this Agreement, the Town has the right to seek and intends to seek monies available to the Town under the Act, including but not limited to, those monies in the Community Mitigation Fund; and

WHEREAS, in furtherance of these goals, and in satisfaction of the requirements of Chapter 23K, the Parties are entering this Agreement to set forth their mutual understandings (including the Town’s support of the Project) in effectuating the purposes set forth above.

NOW, THEREFORE, in consideration of the promises, terms, conditions, agreements, and mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Definitions.

Any term used in this Agreement that is defined in Section 2 of Chapter 23K shall be given such definition for purposes of this Agreement unless a different definition is expressly provided herein.

1.1 “Annual Community Impact Fee” means an annual Community Impact Fee in the amount of \$130,000.00 (One Hundred Thirty Thousand Dollars), paid in Quarterly Installments by MGE to the Town. The amount of the Annual Community Impact Fee will increase by five percent (5%) on the fifth anniversary of the day the Project is first Open for Business to the General Public to \$136,500.00 (One Hundred Thirty-Six Thousand, Five Hundred Dollars), by an additional five percent (5%) on the tenth anniversary of the day the Project is first Open for Business to the General Public to \$143,325.00 (One Hundred Forty-Three Thousand, Three Hundred Twenty-Five Dollars), and by an additional five percent (5%) on each subsequent five-year anniversary for so long as MGE continues to operate the Project.

1.2 “Community Impact Fee” means the payment to the Town called for by Section 15(9) of the Chapter 23K.

1.3 “Surrounding Community” means any of the municipalities of Abington, Avon, East Bridgewater, Easton, Holbrook, Pembroke, Stoughton, West Bridgewater, and Whitman other than the Town.

1.4 “Quarterly Installments” means that MGE will pay each Annual Community Impact Fee to the Town in four equal, quarterly installments over the course of a 365-day period (366 days when the period includes February 29th of a leap year), with the first installment due on the day the Project is first Open for Business to the General Public, or the annual anniversary thereof, and each of the three subsequent installments each year due on the same date of the month of the first installment, but three, six, and nine months thereafter. By way of example, if the Project is first Open for Business to the General Public on June 10th, then the first quarterly installment would be due on that date and the subsequent quarterly installments would be due on September 10th, December 10th, and March 10th. If the date for payment of a quarterly installment falls on a weekend or holiday, MGE will pay that quarterly installment on or before the next following business day. MGE may pay at its election any quarterly installment before it is due; any such early payment by MGE of a quarterly installment will not change the dates on which subsequent quarterly installments are due.

1.5 “Open for Business to the General Public” means that the Project’s gaming area (as defined in the Act) is open for business to the general public.

1.6 “Project License Fee” means the Category 1 gaming establishment license fee paid by MGE for the Project under Section 10(d) of Chapter 23K.

Section 2. Community Impact Fee.

Within one year after MGE pays the Project License Fee, but before the Project is Open for Business to the General Public, on a date of MGE’s choosing, MGE will pay the Town an initial Community Impact Fee in the amount of \$60,000.00 (Sixty Thousand Dollars).

Contemporaneous with or after MGE's payment to the Town of the initial Community Impact Fee, but on or before the date the Project is first Open for Business to the General Public, on a date of MGE's choosing, MGE will begin making Annual Community Impact Fee payments to the Town, with the payment of subsequent Annual Community Impact Fees to begin on the anniversaries of the day the Project is first Open for Business to the General Public. MGE's obligation to pay Annual Community Impact Fees to the Town will continue until the expiration or earlier termination of MGE's initial Category 1 gaming license or any renewal thereof.

Section 3. Reimbursement of Consulting and Legal Fees

Within thirty (30) days after the execution of this Agreement, MGE shall reimburse the Town for up to Ten Thousand Dollars (\$10,000.00) in third-party, out-of-pocket consulting and legal fees incurred by the Town in connection with evaluating the impacts, if any, of the Project on the Town and with negotiating this Agreement and advising the Town regarding the same, for which the Town provides MGE with copies of third-party invoices; provided that the Town need not provide MGE with the portions of invoices from the Town's legal counsel containing descriptions of the work performed.

Section 4. Town Obligations

In consideration of the mitigation measures that MGE will undertake, and in further recognition of the benefits the Project will bring to the Town, the Town will do the following:

4.1 Not Oppose MGE's license application

The Town will not oppose MGE in its application for a Category 1 gaming license from the Commission. Nothing herein shall be construed to preclude any Town resident or employee from exercising his or her personal, constitutional rights of expression or to petition government.

4.2 No new taxes or fees targeting the Project

The Town will not attempt, directly or indirectly, to adopt or implement, nor will the Town accept, any taxes, fees, or other assessments specific or unique, by language or effect, to a gaming establishment, its customers, employees, tenants, vendors, suppliers, or owners that do not generally apply to non-gaming businesses in the Town. Nothing herein shall prevent the Town from seeking or accepting any grant or other funds from the Commonwealth of Massachusetts available to municipalities under the Act, including from the Community Mitigation Fund.

Section 5. Term.

The term of this Agreement commences on the Effective Date and will end on the earliest of:

A. Any date on which MGE provides written notice that it elects to abandon efforts to obtain a Category 1 gaming license for the Project;

B. Any date on which the Commission has issued a Category 1 gaming license for Region C to another applicant and MGE has provided written notice that it has decided to discontinue pursuit of a Category 1 gaming license for the Project;

C. Any date on which MGE provides written notice that it elects not to construct, or to permanently cease operations of, the Project;

D. Any date upon which the Category 1 gaming license previously issued to MGE for the Project is revoked, rescinded, or expires without having been renewed; or

E. By the mutual agreement of the Parties to terminate the Agreement.

Section 6. Notices.

Any notices given under this Agreement must be made in writing and delivered by hand, nationally-recognized overnight delivery service, or certified mail, postage pre-paid (return receipt requested), and will be effective upon receipt for hand or overnight delivery, and three days after mailing for mailed notice, to the other Party at the following addresses:

If to the Town:

Abington Board of Selectmen
Abington Town Hall
500 Gliniewicz Way
Abington, MA 02351
Attn: Town Manager

With a copy to:

Kopelman and Paige, PC
101 Arch Street, 12th Floor
Boston, MA 02110
Attn: Jonathan M. Silverstein, Esq.

If to MGE:

Mass Gaming & Entertainment, LLC
900 N. Michigan Avenue, Suite 1600
Chicago, IL 60611
Attention: Legal Department

With a copy to:

Dain, Torpy, Le Ray, Wiest & Garner, P.C.
745 Atlantic Avenue, 5th Floor
Boston, MA 02111
Attention: Charles N. Le Ray, Esq.

After the Project is first Open for Business to the General Public, with a 2nd copy to:

[Name of Category 1 gaming establishment to be provided by MGE]
[Street address to be provided by MGE]
Brockton, MA 02301
Attention: General Manager

Any Party may change its notice address(es) hereunder by giving notice to the other of the new notice address(es) as provided by this section.

Section 7. Limitation on Liability.

The Parties agree that neither Party shall be liable for indirect, special, consequential, or punitive damages arising out of or related to this Agreement.

Section 8. No Third Party Beneficiaries.

No provision of this Agreement shall be construed in any manner so as to create any rights in any third parties not party to this Agreement. The Agreement shall be interpreted solely to define specific duties and responsibilities of and between the Town and MGE, and shall not provide any basis for claims of any other individual, partnership, corporation, organization, municipal entity, or any other third party.

Section 9. Transferability/Assignment

MGE may transfer or assign, subject to the Act and the Commission's regulations, its rights and obligations under this Agreement to any transferee or assignee of the Category 1 gaming license to operate the Project as approved by the Commission, provided that the transferee or assignee assumes all obligations and liabilities hereunder. The Town will be bound by this Agreement regardless of any such transfer or assignment. Any transferee or assignee of MGE will likewise be bound by this Agreement to the fullest extent allowed by law. For the avoidance of doubt, after any transfer or assignment of the Agreement in accordance with the terms of this Section 9, MGE shall have no further obligations under this Agreement provided that MGE has paid and performed all of its obligations up to the date of assignment or transfer.

The Town acknowledges and agrees MGE and its successors or assigns may, at any time and on one or more occasions, to provide security to a lender, mezzanine lender, or equity holder in connection with a financing or equity contribution, pledge or otherwise collaterally assign this Agreement and all documents, agreements, understandings, and arrangements relating to the transaction contemplated by this Agreement. The Town will, to the extent permitted by law, within ten (10) business days after receiving such a request, execute any commercially reasonable and customary instruments that do not deviate from its rights or increase its obligations, provided that MGE shall within thirty (30) days after receipt of invoices (which need not include the portions containing descriptions of the legal work performed) reimburse the Town for any reasonable legal fees incurred in reviewing and evaluating such request(s).

The Town shall not transfer or assign, in whole or in part, its obligations or benefits under this Agreement.

Section 10. Miscellaneous.

10.1 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the subject hereof. No agent, representative, employee, or officer of the Town or MGE has authority to make, or has made, any statement, agreement, or representation, oral or in writing, in connection with this Agreement which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter the terms and conditions of this Agreement. No

negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No modifications, alterations, or changes to this Agreement or to any of its terms and conditions shall be valid or binding unless memorialized by a written amendment signed by both Parties in accordance with the terms and conditions of this Agreement.

10.2 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. Facsimile or electronically-scanned signatures shall be considered as valid signatures as of the date thereof.

10.3 Construction of Agreement. The Parties each acknowledge that they were represented by separate and independent counsel in connection with the drafting, review, and negotiation of this Agreement, and that this Agreement shall not be subject to the principle of construing its meaning, or the meaning of any part of the Agreement, against the Party that drafted the same. Each Party acknowledges that it relied solely on its own judgment, legal counsel, and other advisors in entering this Agreement, without relying in any manner on any statements, representations, or recommendations of the other Party other than as expressly set forth in this Agreement, that it understands and accepts the implications of this Agreement, and that it voluntarily entered into this Agreement.

10.4 Amendment. This Agreement shall not be amended except upon the written consent of both Parties.

10.5 Town's Termination Right. Upon entering any surrounding community agreement with another Surrounding Community, MGE will provide a copy of that agreement to the Town. If that agreement is More Beneficial to the other community (exclusive of a surrounding community agreement entered into as a result of an adverse ruling in an arbitration proceeding under 205 CMR 125.01(6)(c)(7), in which the arbitrator selects the best and final offer of such other surrounding community) then within fourteen (14) days after receipt of a copy of such agreement, the Town may elect in writing to terminate this Agreement. For purposes of this paragraph, the term "More Beneficial" means that a surrounding community agreement with another Surrounding Community includes: (a) initial or annual Community Impact Fee payments in excess of those provided under Sections 1 and 2 hereof; (b) other payments not provided for herein; (c) MGE's construction, installation, or funding of public infrastructure improvements or other improvements within such Surrounding Community; or (d) hiring or vendor preferences that exceed those stated herein or give priority to such Surrounding Community beyond those provided for herein. In the event of such termination, the parties shall negotiate in good faith toward executing a new Surrounding Community Agreement. If the parties are unable to negotiate a new Surrounding Community Agreement within twenty-one (21) days after termination, the parties shall notify the Commission and engage in binding arbitration, pursuant to the provisions of 205 CMR 125.01(6)(c), and the Commission's *Handbook for Binding Arbitrations Between An Applicant For a Gaming Establishment License and a Surrounding Community to Reach a Surrounding Community Agreement*.

10.6 Governing law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, including without limitation Chapter 23K and the Commission's rules and regulations, without regard to the Commonwealth's conflict of laws provisions. Any dispute arising under or in connection with this Agreement shall be within the exclusive jurisdiction of the Massachusetts Superior Court for Suffolk County.

THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF MGE AND THE TOWN, AND/OR ANY CLAIM OF INJURY OR DAMAGE, AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY.

Notwithstanding the foregoing provisions for forum selection, the Parties agree that before resorting to any formal dispute resolution process concerning any dispute arising from or in any way relating to this Agreement, they will first engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests. If the Parties agree to engage the services of a professional mediator or arbitrator, MGE and the Town will bear the cost of such services equally, and the non-prevailing Party in any mediation, arbitration, or litigation between the Parties shall promptly reimburse the prevailing Party for the prevailing Party's reasonable costs, including attorneys' fees.

10.7 Relationship of the Parties. Nothing in this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent parties contracting with each other for the purpose of affecting the provisions of this Agreement. The Parties are not, and will not be construed to be, in a relationship of joint venture or partnership. Neither Party has the authority to make any statements, representations, promises, or commitments of any kind on behalf of the other Party. Neither Party may use the name of the other Party in any press statement announcing or concerning this Agreement, except with the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

10.8 Force Majeure. MGE shall not be in default in its performance of its obligations under this Agreement to the extent that performance is impaired by a Force Majeure event. If MGE is delayed or prevented in the performance of any obligation under this Agreement by a Force Majeure event, it will provide reasonable notice to the Town of the circumstances delaying or preventing performance and the expected duration thereof, if known.

10.9 Exercise of Rights and Waivers. The failure of any party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

10.10 Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way affect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and vice versa, and all words of neuter gender shall be construed to include the masculine and feminine forms of such words.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date set forth above, on the date(s) set forth below.

Mass Gaming & Entertainment, LLC

**Town of Abington, Massachusetts
acting by and through its Board of Selectmen**

By: Neil G. Bluhm
Title: Chairman
Date:

Name:

Name:

Name:

Name:

Name:

Date:



Town of Abington

500 GLINIEWICZ WAY
ABINGTON, MA 02351

To: Board of Selectmen
From: Town Manager
Date: December 3, 2015
Subj: Annual Licensing Requirements

Attached to this memo you will find the notice that was sent to all licensees of the Board of Selectmen pertaining to your consideration tonight of a policy requiring compliance with all other applicable laws, by-laws, rules & regulations. Be aware that it was stated in the notice that licensees were invited to attend and speak if desired on the draft policy. Should the Board choose to vote a final policy on December 7 we would ensure that the final policy is distributed to all licensees.



Town of Abington

500 GLINIEWICZ WAY
ABINGTON, MA 02351

To: All Licensees
From: Town Manager
Date: November 30, 2015
Subj: Proposed Licensing Policy

Please be advised that at the November 23rd meeting of the Board of Selectmen the Board discussed implementing a new licensing policy effective with all January 1, 2016 license renewals. The purpose of the proposed policy is to coordinate with other town agencies to ensure that licensees are compliant with all other town by-laws, zoning by-laws and applicable regulations. It is understood by the Board that licensees with conditions that may enjoy zoning status that may be legally "grandfathered" do indeed comply with zoning by-laws and this policy is not intended to threaten that status. Should anyone have a question as to their own zoning compliance you are advised to contact the office of the Building Commission/Zoning Enforcement Officer at 781-982-2105. Below is a draft policy statement that the Board will be considering to adopt as printed, or with any amendments they may recommend at their **December 7, 2015 meeting**. At that meeting the Board will also be considering and voting on applications for 2016 license renewals. **All licensees are invited to attend this meeting and to speak regarding the draft policy below.**

DRAFT POLICY STATEMENT

The Board of Selectmen, acting in the capacity of the town's Licensing Authority, shall require that licensees comply with all town by-laws (including zoning by-laws) and all other local and state rules and regulations enforced by the town. Failure to be in compliance may result in the Board of Selectmen acting to suspend, revoke, or not renew any and all licenses. Agents acting on behalf of the Board of Selectmen in determining compliance and non-compliance may include, but are not limited to, the Town Manager, Building Commission/Zoning Enforcement Officer, Health Agent, Police Chief, and Fire Chief.

Thank you for your attention to this matter.

Richard J. LaFond
Town Manager

Marylou's News- 562 Washington	Marylou Sandy	562 Washington Street		*					
Mia Regazza	John J. Martin	268 Washington Street	AACV	*	*				
Old Town Café	Geraldo Guimaraes	222 North Avenue		*					
Omoto Garden	Melody Huang	1501 Bedford Street	AACV	*	*				
Pizzings	John Kesaris	1035 Bedford Street	WMCV	*	*				
Polish Club of N. Ab.	Peter J. Raples	55 Wales Street	AAClub	*	*	*			
Pool Place/ Christmas Place	Rick Dubois	1500 Bedford Street		*					
Portofino's Italian Kitchen	Taha R. Zedan	396 Brockton Avenue		*					
Rosee's Liquors & Deli	Suhass Patel	751 Bedford Street	AARet						
Route 18 Superstore	Rakesh P. Patel	336 Washington Street	WMRet	*					
The Scoop Ice Cream Coffee & Deli LLC	Thomas Hantakas	201 "F" North Quincy St.		*					
Smartstop Convenience, Inc.	Baldevbhai N. Patel	270 North Avenue	WMRet	*					
Spencer's Pizza	Paula DeMelo	123 Centre Avenue	WMCV	*	*				
Stix & Stones Restaurant	Roy R. Williams	800 Brockton Avenue	AACV	*	*	*		*	
Stop & Shop	Brad Doyle	375 Centre Avenue		*					
<i>send renewals to: Sally Russell, Mgr., Licensing, Stop & Shop Supermarket Company, 1385 Hancock St., Quincy, MA 02169</i>									
Strawberry Valley Golf	Charlie Lanzetta	164 Washington St.	WMCV	*	*	1 Box 2083			
Stronghold/Airsoft	Randy Fink	1437 Bedford Street			*				
Submarine Galley	Bob Wing	74 Brockton Avenue		*					
Subway of Abington	Mirna Saliba	937 Bedford Street		*					
Subway/Walmart	Christopher Rose	777 Brockton Avenue		*					
Target Corporation	Store T-2173	385 Centre Avenue		*					
Terra Nossa Center Market	Joao Alfonso Jardim	1501 Bedford Street		*	*				
Tiki Garden, Inc.	May Wah Lai	201 N. Quincy Street	AACV	*					
Timber Lanes, Inc.	Phillip N. Hamric	460 Bedford Street	AACV	*	*	*		*	
Trucchi's Supermarket	William M. Trucchi	858 Bedford Street	WMRet						
<i>send renewals to: r. F. Owens Co. Inc., dba Trucchi's Supermarkets, 1062 Broadway, Raynham, MA 02767</i>									
Vin & Eddie's, Inc.	Vincent Travi	1400 Bedford Street	AACV	*	*	*		*	
Wendy's		373 Centre Avenue		*	*	*		*	
Your Convenient Store	Hansaben K. Patel	800 Brockton Avenue	WMRet						
LODGING	Proprietor's Address	Exp. 01/1/2016							
108 Adams Street	Gregory Brodeur	260 Centre Avenue, Abington, MA							
The Cellar - 221 North Avenue	Nathan Elliott	221 North Avenue, Abington, MA							
693 Washington Street	Jessica Berard	2. Box 168, S. Weymouth 02190							
96 Railroad Street	Yaser Saleh	50 Gray Terrace, Braintree 02184							

COMBINED CLASS I & II LICENSE RENEWALS				Expires 01/01/2016	
BUSINESS	MGR./OWNER	ADDRESS	TYPE	RESTRICTIONS	COMMENTS
AJ Equipment Repair	Andrew Winiwicz	496 Centre Avenue	C-1/CG	5 sale, 5-10 repair	
Abington Auto Mall	Ricky Bernasconi	761 Bedford Street	C-1/CG		
Abington Auto Repairs	Antoine Yazbeck	347 Summer Street	C-1/CG	15 repair, 5 sale, 3 empl., 10 customer	
Abington Auto Sales	Vito Vatalaro	135 Bedford St.	Class II	12 sale	
Auto Number One, Inc.	Mark Hanna	225 Brockton Ave.	Class II	20 sale, 5 cust., 3 empl.	
Abington Sunoco	James Stone	907 Bedford St.	C-1/CG	20 repair, 5 empl/cust., 4 sale	
Auto Country	Michael Fagan	15 Groveland St.	C-1/CG	30 sale, 8 cust., 5 emp.	
Auto Towne Rentals	Warren L. Rich	& 256 Brockton Avenue	C-1/CG	28 sale, 3 cust., 2 empl.	
Auto Towne Truck Sales	Robert Hayes	402 Brockton Avenue	C-1/CG	30 sale, 6 rep. Inside, 4 empl.	total of 40
Best Used Auto Sales	Marlito Rocha & Misticia Rocha	500 Brockton Avenue	C-1/CG		
		612 Brockton Avenue	C-1/CG	32 sale	
Borderland Service	Michel Khoury	171 N. Quincy St.	C-1/CG	19 sale, 4 cust.	
Car Craft Collision Repair	Paul Pacheco	310 Bedford St.	C-1/CG	15 repair, total 45, including in side & out, nothing for sale out front.	
Crown Auto Sales	Beatrice Stuart & James Stuart	930 Bedford St.	Class II	not to exceed 25, incl. inventory, empl. & cust.	
D & S Auto Works	Dana Snowdale	730 Adams Street	Class II	14 sale, 6 empl & cust.	
			CG	6 - CG	
DeMore Auto Sales	Robert DeMore	1420 Bedford Street	C-1/CG	40 sale, 3 customer, 2 employee	
J & G Performance	John Brown	43 Highland Road	C-1/CG		
L. A. Used Cars	Juliano Anjos	933 Brockton Avenue	C-1/CG	18 sale, 1 empl. No parking on Robbins Ave.	
Mass. Car Mart	Edward McLaughlin	766 Adams Street	C-1/CG	15 sale, 3 customer, 2 employee, total 20	
Means Auto Sales	Fred Means	231 North Quincy Street	C-1/CG	40 sale, 5 rep., 4 empl., not to exceed 60 on lot	
Midway Automotive Corp.	Michael Deveney	411 Brockton Ave.	C-1/CG	250 sale	
Nick's Pit Stop	Keith Lascuola	1030 Bedford Street	C-1/CG	16 vehicles for sale	
Platinum Auto Care	Shaun MacPherson	485 Centre Ave.	C-1/CG	20 sale, 30 total on lot	
Rahn's Motorcycle Engine	Rahn R. Pelrine	800 Adams St. Lot 2	C-1/CG	6 motorcycles	
River's Auto Inc.	William Lariviere & Donald Rich	810 Brockton Avenue	C-1/CG	15 sale, 2 rep, 2 empl, & 4 cust.	
Rie. 123 Auto Brokers	Frank DeAngelis	308 Brockton Avenue	C-1/CG	6 sale, 2 cust.	
Rie. 18 Auto Body, Inc.	Edward J. Herrman	325 Washington St.	C-1/CG	15 sale	
Skilling's Auto Sales, Inc.	Stephen Skillings	120 Plymouth St.	C-1/CG	29 sale, 2 cust., 5 rep., 1 res., total 37 on property	
Supreme Auto Sales	Robert McLaughlin	1119 Bedford St.	Class II	27 total, incl. 3 empl, 3 cust.,	

COMBINED CLASS I & II LICENSE RENEWALS						
BUSINESS	MGR./OWNER	ADDRESS	TYPE	EXPIRES 01/01/2016	RESTRICTIONS	COMMENTS
TC Auto Repair & Sales, Inc.	Antoine Chahine	190 North Avenue	CG/C-II		3 inside bldg.	
Universal Auto Body	T & C Dennehy	288 North Avenue	C-II/CG		12 sale, 2 empl., 5 inside, 5 outside for repair, total 24	24

Town of Abington

500 GLINIEWICZ WAY
ABINGTON, MA 02351



To: Board of Selectmen
From: Town Manager
Date: December 3, 2015
Subj: Substance Abuse Coalition

At the time that the Substance Abuse Coalition was created by the Board there was some discussion as the benefit of this being a not-for-profit rather than a town board/committee. Since that time the membership of the group has researched the subject and has determined that there indeed benefits worth pursuing – and, that this can be accomplished relatively soon.

Therefore, the request for the Board is to formally vote to dissolve the Substance Abuse Coalition in light of their efforts to form a NFP.



Town of Abington

500 GLINIEWICZ WAY
ABINGTON, MA 02351

To: Board of Selectmen
From: Town Manager
Date: December 3, 2015
Subj: Ratification of Debt Issuance

Per the advice of town counsel the Board simply requested to ratify the vote taken on November 23, 2015 authorizing and approving the issuance of \$36,000,000 in borrowing for the school project. This was advised as a mere precaution due to the fact that the actual item was not placed on the original agenda posted the Thursday prior to the Nov. 23 but rather was added to the agenda on Friday, Nov. 20.

STATEMENT BY THE CHAIRMAN

I was informed today that the Board is required to approve the issuance of bonds and notes for the Middle School/High School Building project by November 24, 2015. Town staff has worked with Bond Counsel to develop the votes needed to ensure that the bonds are properly issued and that the project can go forward. It is important that we vote on this tonight, to ensure the Town's ability to access the funding needed for the project in the best interest of the public. As this item was presented to me on Friday, I did not anticipate the need for this vote at the time the agenda was posted. Therefore, upon learning of this requirement to approve the issuance of bonds, I instructed the Town Manager to amend the agenda for this meeting and to re-post it in the office of the Town Clerk, which I understand was done at 2:00 p.m. today.

In accordance with section 7-10-2 of the Town's Charter, I would ask for a motion from the board that
that we adopt a resolution declaring that an emergency exists and that this matter must be acted upon at this meeting for the immediate preservation of the convenience of the Town in accessing the funds to be provided by the bond issue and further that this matter be placed on the agenda for the Board's next meeting on December 7, 2015 for ratification of the vote or votes to be taken.

VOTE OF THE BOARD OF SELECTMEN

I, the Clerk of the Board of Selectmen of the Town of Abington, Massachusetts (the "Town"), certify that at a meeting of the board held November 23, 2015, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: that we hereby determine, in accordance with G.L. c. 70B, that the amount of the cost of the Middle School/High School project authorized by a vote of the Town passed on September 27, 2014 (Article 2) not being paid by the school facilities grant is at least \$46,217,216 and we hereby approve of the issuance of notes and bonds not to exceed such amount under said G.L. c. 70B.

Further Voted: that the sale of the \$36,000,000 General Obligation School Bonds of the Town dated November 24, 2015 (the "Bonds"), to Raymond James & Associates, Inc. at the price of \$38,189,952.00 and accrued interest, if any, is hereby approved and confirmed. The Bonds shall be payable on November 15 of the years and in the principal amounts and bear interest at the respective rates, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2016	\$1,440,000	5.00%	2028	\$1,440,000	3.00%
2017	1,440,000	5.00	2029	1,440,000	3.00
2018	1,440,000	5.00	2030	1,440,000	3.00
2019	1,440,000	5.00	2031	1,440,000	4.00
2020	1,440,000	5.00	2032	1,440,000	4.00
2021	1,440,000	5.00	2033	1,440,000	3.125
2022	1,440,000	5.00	2034	1,440,000	3.125
2023	1,440,000	5.00	2035	1,440,000	3.250
2024	1,440,000	4.00	2036	1,440,000	3.375
2025	1,440,000	5.00	2037	1,440,000	3.375
2026	1,440,000	2.375	2040	4,320,000	3.50
2027	1,440,000	3.00			

Further Voted: that the Bonds maturing on November 15, 2040 (a "Term Bond") shall be subject to mandatory redemption or mature as follows:

<u>Year</u>	<u>Amount</u>
2038	\$1,440,000
2039	1,440,000
2040*	1,440,000

*Final Maturity

Further Voted: that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated November 10, 2015, and a final Official Statement dated November 19, 2015 (the "Official Statement"), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

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

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

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

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

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

Dated: November 23, 2015

Clerk of the Board of Selectmen

AL



Town of Abington

500 GLINIEWICZ WAY
ABINGTON, MA 02351

To: Board of Selectmen
From: Town Manager
Date: December 3, 2015
Subj: Acceptance of Land Donation

You will recall that at a prior meeting the Board voted to accept a donation of \$20,000 for the Fire Department from Flame of Fire Church. The same notice from Attorney McLaughlin, representing the church, also offered a piece of the church's land on Summer Street to the town. At the time of the Board's vote it was not clear to us that the acceptance of the land is actually tied to the availability of the \$20,000 donation.

I have spoken to Atty. McLaughlin and he explained to me that these issues are connected in that he is working to dissolve the organization which would include land assets. I informed him that acceptance of the land would have to ultimately be a vote of town meeting and he suggested that a **vote of the Board to accept the land, subject to town meeting approval, and, to place an appropriate article on the next town meeting warrant** would allow him to move suffice for the moment as this would allow the church to move forward with other legal aspects necessary to dissolve the organization.

#7



Town of Abington

500 GLINIEWICZ WAY
ABINGTON, MA 02351

To: Board of Selectmen
From: Town Manager
Date: December 3, 2015
Subj: FY 2017 Budget Process Update

Effective the afternoon of December 8 we will have concluded all of our internal discussions with each department regarding their FY 2017 budget submission with the intent of providing to the Board of Selectmen and the Finance Committee a preliminary budget proposal on or about December 15. Keep in mind that the School Department is continuing with their own internal process and several key, fixed costs (i.e. health insurance rates) have yet to be determined so the document will indeed be updated in time.

#8



Town of Abington

500 GLINIEWICZ WAY
ABINGTON, MA 02351

TO: BOARD OF SELECTMEN
FROM: TOWN MANAGER
DATE: DECEMBER 3, 2015
SUBJ: GENERAL UPDATE

The following is meant to be a general update of activities of the Town Manager and staff. Should any member desire more information regarding any particular matter please contact me personally.

1. DPW Legislation – I have spoken to Lauren Goldberg who is helping draft appropriate language for approval by the legislature and subsequent ballot question as it pertains to the 10 year update. Since the 10 year update recommendation by the Charter Committee also contains the DPW act language from 2014 she is being careful that we are not actually putting this questions to the state legislature and voters a second time unnecessarily. She has advised that an interim director may be a good strategy until this plays out and will confirm that for me in the next week or so.
2. Electricity Aggregation – Similar to efforts the past few years on Cape Cod and in Southeastern MA, Old Colony Planning Council is coordinating a municipal electricity aggregation bid that would allow residents in OCPC communities to combine purchasing power to save on electricity rates. Although this may at some point be helpful in saving the local government money (we already participate in an aggregation agreement through the Mass Municipal Association) this is directed to saving residents and small/medium size businesses money. We are one of about 5 or 6 towns in the OCPC area that have expressed an interest in participating and have expended time in helping to learn about and facilitate broader interest in the program. The number of interested communities will most likely grow if the experience in the other groups mentioned above is taken into consideration. At some point I would like to schedule this issue for a Board of Selectmen meeting since this would require Board support and, ultimately a vote of town meeting to proceed. This is a good opportunity for modest savings by residents and businesses without having to do anything – unless they wish to opt-out of the program for any reason. Within a few weeks OCPC will be seeking participation from interested towns to help formulate a strategy for moving forward and I intend to participate in that process. While the average savings is only projected to be \$100 - \$125 dollars per year, this, along with schedule decline in other excluded debt, can be helpful for the average resident in light of the debt exclusion that will be impacting residents from the school project.