

**Town of Mansfield  
Board of Selectmen  
Minutes of June 8, 2011**

**Present:** Chairman Jess Aptowitz, Vice Chairman Olivier Kozlowski, Clerk Douglas Annino, Selectman Kevin Moran, Selectman George Dentino  
William Ross Town Manager

**Absent:**

**Airport Master Plan presentation**

Lou Andrews and Carl Lambert from the Airport Commission are present for discussion.

Mr. Lambert had some concerns over comments made by the Planning Board at town meeting and wanted to reassure the Board of Selectmen that the Airports Master Plan is complete and they are currently in the process of updating it as well.

Mr. Andrews provided the board a brief overview of the commissions plans for updates and maintenance of the facilities. There are obstructions issues (such as trees) that the commission needs to address.

Selectman Dentino had a few questions about the obstructions that Mr. Andrews addressed as well.

**GRANT ASSURANCES**

**Mansfield Municipal Airport**

Obstruction Plan & Environmental Permitting

AIP Number: 3-25-0028-24

State Project Number: 1B9OBSEV

**B. General.**

1. These Grant Assurances shall be complied with in the performance of the obligations imposed upon the Airport Commission, the Town and its respective successors pursuant to the Grant.
  
1. Upon acceptance of the Grant by the Airport Commission and the execution of the Grant by the Airport Commission, the Town and the Aeronautics Division, these Grant Assurances shall be incorporated in and become a part of the Grant without further reference.

**C. Duration.**

1. The terms and conditions of these *Grant Assurances* shall take full force and effect on the date the *Grant* is executed by the Aeronautics Division and shall remain in full force and effect for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission or from the Aeronautics Division, whichever occurs later.

**D. Certifications by the Airport Commission.**

1. The Airport Commission hereby assures and certifies that it will comply with:
  - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of federal and state funds for this Project; and,
  - b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
2. The Airport Commission hereby assures and certifies that:
  - a. oversight of the Airport is exclusively held by the Airport Commission and that the Airport Commission has sole custody and control of the Airport pursuant to Chapter 90, Section 51 E of the *General Laws*;
  - b. the state funds from previous grants from the Aeronautics Division, and the physical assets they produced, were sought by the Airport Commission on the basis that they would ensure the continued fiscal and operational stability of the Airport;
  - c. the state funds from this *Grant*, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability Of the Airport;
  - d. the Airport Commission has the legal authority to apply for, accept, and be bound by this *Grant* and the understandings and assurances contained therein;
  - e. the Airport Commission has the legal authority to oversee the performance

of all of the obligations imposed upon the Airport Commission and the Town of Mansfield by this Grant;

- f. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project;
- g. the Airport Commission shall submit within thirty (30) days of the date the Aeronautics Division executes this Grant a finance plan with details as to the total cost to design and construct the subject project and the sources and amounts of funds the Airport Commission has available to it to pay those costs;
- h. the Airport Commission shall not take any action which would deprive the Airport Commission of, or otherwise diminish, any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary to exercise the custody, care and management of the Airport or to perform the terms, conditions, and assurances in this Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division. The Airport Commission will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
- i. the Airport Commission shall not sell, encumber, other than leasing, or otherwise transfer or dispose of the title to or interests in the physical assets and real property previously purchased through a MAC grant, located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld.
- j. the Airport Commission shall not eliminate all or any portion of the physical assets and real property previously purchased through a MAC grant, located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld.
- k. the Airport Commission has authorized the Chairman of the Airport Commission to execute the Grants and the Grant Assurances on behalf of the Airport Commission and has attached hereto a copy of the Airport Commission meeting minutes, certified by the Secretary of the Airport Commission to be a true copy of said minutes, documenting such authorization.

**E. Certification of the Selectmen of the Town of Mansfield.**

1. Notwithstanding any powers that may be granted to the Selectmen of Mansfield, the Town agrees not to attempt to reorganize the Airport Commission, or in any way to interfere with the autonomy and authority of the Airport Commission as created under Chapter 90, Section 51 E of the General Laws, without the express approval of the Aeronautics Division.
2. The Town of Mansfield assures and certifies that it will take no actions that would interfere with the Airport Commission's ability to comply with:
  - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of federal and state funds for this Project; and,
  - b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
3. The Selectmen of the Town of Mansfield hereby assures, certifies and acknowledge that:
  - a. notwithstanding any powers, authority or responsibility that may be granted to the Town, it agrees not to diminish the powers, authority and responsibilities granted to the Airport Commission by Chapter 90, Section 51 E of the General Laws; provided, however, that this provision shall not preclude the establishment of a management agreement or agreements between the Airport Commission and the Town to contract for services, resources and skills of the Town offices or any department of the Town;
  - b. the state funds from this Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;
  - c. the Airport Commission has the legal authority to apply for and accept this Grant and the understandings and assurances contained therein;
  - d. the Airport Commission has the legal authority to oversee the performance of all of the obligations imposed upon the Airport Commission and the Town of Mansfield by this Grant; and,
  - e. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project.

4. The Town hereby assures and certifies that:

- a. the Town shall not take or permit any action which would dissolve the Airport Commission or deprive the Airport Commission of any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary for it to exercise the custody, care and management of the Airport or to perform any or all of the terms, conditions, and assurances in the Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division, and the Town will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
- b. the Town shall not take any actions which would have the effect of modifying or terminating any of the obligations and responsibilities imposed upon and accepted by the Airport Commission pursuant to this Grant without the prior written approval of the Aeronautics Division;
- c. the Town shall not take any action which would have the effect of altering, modifying, expanding, or eliminating all or any portion of the physical assets and real property previously purchased through a MAC grant, located at the Airport without the prior written approval of the Aeronautics Division; and,

5. The Board of Selectmen hereby assures and certifies that it has authorized the Chairman of the Board to execute these Grant Assurances on behalf of the Town and has attached hereto a copy of the meeting minutes, certified by the Secretary to be a true copy of said minutes, documenting such authorization.

**F. Accounting System, Audit and Record Keeping Requirements.**

1. The Airport Commission hereby covenants and agrees to:

- a. deposit all funds received for this Project into an Airport Commission bank account and to disburse said funds solely for the purposes for which they were paid;
- b. keep all Project accounts and records which fully disclose: i) the total cost of the Project; ii) the amount and disposition by the Airport Commission of the proceeds of all grants and other funds received by the Airport Commission for this Project; iii) the amount and nature of the funds supplied by each source for this Project; and, iv) such other financial

records as are pertinent to the Project;

- c. keep all Project accounts and records in accordance with an accounting system that will facilitate an effective financial audit of the Project; and,
- d. upon request, make available to the Aeronautics Division or its designated representative for the purpose of audit and examination, any books, documents, papers, and records of the Airport Commission, the City or Town that is pertinent to the Project.

**G. Conformity to Plans, Specifications and Aeronautics Division Approvals.**

- 1. The Airport Commission shall execute the Project subject to the plans, specifications, budgets and schedules reviewed and approved by the Aeronautics Division and such other guidance as the Aeronautics Commission deems appropriate. All modifications to the approved plans, specifications, budgets and schedules shall also be subject to the review and approval of the Aeronautics Division.
- 2. The Airport Commission shall provide and maintain competent technical and administrative supervision throughout the duration of the Project to ensure the Project is completed in accordance with the terms of the Grant, these Assurances, the approved plans, specifications, budgets and schedules.

**H. Airport Operation and Maintenance.**

- 1. The Airport Commission shall operate the Airport for:
  - a. the aeronautical benefit of the public using the Airport;
  - b. the uses intended by the Aeronautics Division in the approval of the Airport Certificate; and,
  - c. the uses intended by the Aeronautics Division and Federal Aviation Administration in the award of their respective funding grants; and,
  - d. such non-aeronautical uses as are explicitly approved in writing by the FAA and the Aeronautics Division.
- 2. The Airport Commission shall suitably operate and maintain the Airport and all facilities located thereon or connected therewith with due regard to climatic and flood conditions. The Airport and all facilities which are necessary to serve the

aeronautical users of the Airport, other than facilities owned and controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by federal or state agencies for airport maintenance and operation.

3. Except provided for in Section I. 5. below, the Airport Commission shall not cease to operate, abandon, or dispose of the Airport, or any part thereof, without the prior written consent of the Aeronautics Division.
4. The Airport Commission or the Selectmen of the Town of Mansfield shall not close the Airport or restrict the use of the Airport or any of the facilities located thereon or connected therewith without prior consultation with the Aeronautics Division.
5. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, may suspend the operation of the Airport for aeronautical use only during temporary periods when a climatic condition or other condition identified as a reason for suspension of airport operations in applicable federal or state aeronautical laws, rules, regulations, advisories, or orders, interfere with the safe operation and maintenance of the Airport. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, shall comply with all applicable federal or state aeronautical laws, rules, regulations, advisories, or orders governing said suspension of operations.
6. The obligation to operate the Airport as prescribed above shall run for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission from the Aeronautics Division or the Federal Aviation Administration, whichever occurs later.

#### **I. Compatible Land Use.**

1. The Airport Commission and Selectmen of the Town of Mansfield shall take appropriate action to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

#### **J. Economic Nondiscrimination.**

1. The Airport Commission and Selectmen of the Town of Mansfield shall

make the Airport available as an airport for public use on fair and reasonable terms and without unjust discrimination.

2. Every agreement, contract, lease or other arrangement under which a right or a privilege is granted to any person, firm, or corporation to conduct or engage in any activity at the Airport, shall require such person, firm, or corporation to conduct or engage in their respective activity(ies) in a fair, reasonable and not unjustly discriminatory manner.
3. Each person, firm, or corporation operating at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other persons, firms, or corporations making the same or similar uses of the Airport and utilizing the same or similar facilities.
4. The Airport Commission and Selectmen of the Town shall not exercise or grant any exclusive right or privilege which operates to prevent any person, firm or corporation from providing the same or similar service at the Airport.
5. Subject to the prior written approval of the Aeronautics Division, the Airport Commission may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public and to protect the interests of the Town of Mansfield.
6. The Airport Commission shall establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport.

#### **K. Airport Revenues.**

1. The Airport Commission shall maintain a fee and rental structure for all Airport property, facilities and services. Said fee and rental structure shall be constructed so as to make the Airport as self-sustaining as possible under the circumstances existing at the Airport. A copy of said fee and rental structure and any future amendments thereto shall be provided to the Aeronautics Division, upon request.
2. All revenues generated at the Airport and payable to the Airport Commission plus any local taxes on aircraft fuel established after December 30, 1987, shall be deposited in an Airport Commission bank account

and expended by the Airport Commission for the capital or operating costs of the Airport.

**L. Reports and Inspections.**

1. The Airport Commission shall, upon reasonable request:

- a. submit to the Aeronautics Division such annual or special financial and operations reports to the Aeronautics Division;
- b. make available to the public at reasonable times and places a report of the Airport Budget in a format satisfactory to the Aeronautics Division;
- c. make all Airport and Airport Commission records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Aeronautics Division; and,
- d. in a format prescribed by the Aeronautics Division, provide to the Aeronautics Division and make available to the public, not later than one hundred and twenty (120) days following each of its fiscal years, an annual report listing in detail:
  - i. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and,
  - ii. all service and property provided by the Airport to other units of government and the amount of compensation received for providing each such service and property.

**M. Airport Layout Plan.**

1. The Airport Commission shall maintain an up to date Airport Layout Plan ("ALP") of the Airport which shall show:

- a. the boundaries of the Airport and all proposed additions thereto or deletions therefrom, together with the boundaries of all offsite areas owned or controlled by the Airport Commission for Airport purposes and any proposed additions thereto or deletions therefrom;
- b. the location and nature of all existing and proposed Airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars,

other buildings and structures, and roads) including all proposed extensions and reductions of existing airport facilities; and,

c. the location and nature of all existing and proposed non-aviation areas at the Airport and of all existing or proposed improvements located thereon.

2. The ALP, and each amendment, revision or modification thereof, shall be subject to the approval of the Aeronautics Division, which approval shall be evidenced by the signature of a duly authorized representative of the Aeronautics Division on the face of the ALP.
3. The Airport Commission shall not make or permit any changes or alterations in the Airport or any of the facilities at the Airport thereby causing non-conformity with the ALP as approved by the Aeronautics Division and which might, in the opinion of the Aeronautics Division, adversely affect the safety, utility or efficiency of the Airport. If a change or alteration of the Airport or the facilities is made which the Aeronautics Division subsequently determines adversely affects the safety, utility or efficiency of the Airport, the Airport Commission and Selectmen shall, if requested by the Aeronautics Division:
  - a. eliminate such adverse effect in a manner approved by the Aeronautics Division; or,
  - b. bear all costs of relocating such property (or replacement thereof) to the level of safety, utility, efficiency and cost of operation existing prior to the unapproved change in the Airport or its facilities.

#### **N. Civil Rights.**

1. The Airport Commission, Selectmen and their respective agents, employees and representatives, shall comply with applicable federal, state, and local laws, regulations, rules and orders to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from funds received from this Grant.

#### **O. Disposal of Land and Airport Facilities.**

1. The Airport Commission and Selectmen shall not sell or otherwise transfer or dispose of the title to or interests in the Airport, its facilities, real property or personal property previously purchased through a MAC grant, without the prior approval of the Aeronautics Division, which will not be unduly withheld.

**P. Foreign Market Restrictions.**

1. The Airport Commission and Selectmen shall not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**Q. Contamination Issues.**

1. The Airport Commission and Selectmen certify that the Airport Commission and Selectmen shall take the appropriate actions to resolve any contamination issue(s) existing in and limited to the area of the snow removal equipment building, consistent with applicable laws and regulations.
2. In accepting this Grant, the Airport Commission and Selectmen assume the obligation to complete the scope of work associated with this project.
3. The acceptance or use of any funds from the Aeronautics Division for the purposes of investigating or remediating contamination imposes an obligation upon the Airport Commission and Selectmen to secure additional funds from other sources to the extent such additional funds are needed to complete the scope of work associated with this Project.

**R. Future Grants.**

1. This Grant is being awarded in the expectation that the Airport Commission will complete the scope of work associated with this Project.
2. The Airport Commission and Selectmen (collectively referred to here as "the local entities") and the Aeronautics Division jointly and severally acknowledge and agree that this Grant is awarded and accepted on the explicit understanding that this Grant and any future grant or grants, anticipated to fund further development of the Airport will have included in its (their) terms a guarantee by the local entities that no part of the assets or income of the Airport, whether presently existing or to be created pursuant to these grants, will be diverted to non-airport uses without the express prior written approval of the Aeronautics Division, the granting of such approval being universally recognized to be considered as highly unlikely.

## **S. Successors.**

1. This Grant, as amended by these Assurances, shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

After a brief question and answer portion with the Board members a motion was made.

**Motion:** To authorize Chairman Aptowitz to sign documents. (Moran/Kozlowski) 5:0 passes

### **GT Retail license pledge hearing - continued**

Glenn Thompson, Owner of GT Retail dba Wines and More and his attorney Edward Valanzola are present for hearing.

Chairman Aptowitz stated that research has been done since the last meeting and three liquor licensees have either pledged their license or stock in a license transaction since 2000.

Attorney Valanzola stated he has spoken with legal counsel at the ABCC and that not only is pledging a license legal it has been done in the past here in Mansfield. He also cited the laws and the ABCC website that uphold this type of transaction.

Selectman Moran reiterated that he is not comfortable with the practice of pledging licenses however, he realizes it is a legal transaction and he sees no reason to deny it.

Selectman Kozlowski stated that Atty. Valanzola laid the ground work for paying franchise fees from last years hearing. However, he would like additional information on how fees are paid on an ongoing basis. Atty. Valanzola provided a brief explanation.

Selectman Kozlowski asked Atty. Valanzola if the ABCC checked on the payments of franchise fees every year or periodically. After a very long explanation the answer was no. The ABCC does not have a fee review schedule. Selectman Kozlowski stated that he was troubled by that fact.

Selectman Dentino asked if the ABCC had the authority to review financial matters at the on set and going forward. Atty. Valanzola stated that is all laid out in the ABCC Blue Book.

Selectman Dentino also stated that he saw differences in the license pledge of Catman Café years back and this pledge.

Atty. Valanzola disagreed and stated that a pledge is a pledge; the license is used for collateral by a bank or private party.

Selectman Dentino also asked about the timing of the pledge of license/loan execution. The process was started months prior to the hearing however, the applicant can not draw on the loan until the Board of Selectmen approves it to go to the ABCC.

After a very lengthy conversation and questions from the board about the value of liquor licenses, the potential use of loan proceeds and past practices the board opened questions to the public.

Dan Clemmey, Old Farm Rd. Believes that big box stores should not be allowed. And this is a RI company not a MA one.

Wayne Smith, Dubs, stated by law that financials have to reviewed every six months. However, neither the Board of Selectmen nor the Town Manager knew of this particular law.

Joe DeTrolio, Rum Runner Manager and resident. stated he has taken business loans over the years and his bank has never asked for the license to be pledged.

Atty. Valanzola stated that he is a resident as well and rebutted Mr. DeTrolio's assertions that they have done anything improper.

After questions from Selectman Kozlowski about financial fees and documents Atty. Valanzola stated that he would be happy to show the Board of Selectmen his clients financial records. He also stated that Tedeschi is a franchise.

Peter DeTrolio, Rum Runner owner stated that Tedeschi's is privately owned, not part of a corp. organization.

**Motion:** To approve pledge of license. (Moran/Kozlowski) 2:3 fails  
(Dentino/Annino/Aptowitz nay)

Both Selectmen Aptowitz and Annino stated that it may be a legal transaction however they are not comfortable with authorizing the transaction as it stands.

### **Street improvement - maintenance program**

Mark Cook, Highway Operations Manager and Rick Alves, Town Engineer are present for meeting.

Road work around town will begin shortly and continue for the next three years.

The majority of the work will consist of:

- Cracksealing
- Miscellaneous drainage repairs
- Full depth repairs to roads

The largest amount of paving will be chip sealing as it is the most cost effective way to extend the life of the pavement followed by mill and overlay. It costs far less to extend the life of an existing road than to rebuild it.

This project involves several contractors and is a work in progress. They will continue to keep the Board of Selectmen up to date through out the various stages of the work.

The board discussed a few specific streets that need immediate attention as listed on the passed out map as Mr. Cook explained the different part of towns needs and the particular drainage systems that they are tied into.

The board thanked the DPW and Engineering Depts. for all their hard work and dedication and additionally thanked them for coming in this evening.

Chairman Aptowitz especially thanked Mike Ahern and his crew for all their guidance in the flag pole project on the south common.

Selectman Kozlowski asked Mr. Cook if he could address the situation with the Senical/No. Main St. residents truck traffic issue. Mr. Cook feels that he can position a sign somewhere in the area that should be visible to truckers before they need to turn.

## Q & C

None

## Downtown Parking Committee discussion

The following individuals have expressed interest or have been suggested as possible members:

1. Selectman Douglas Annino
2. Selectman Kevin Moran
3. Shaun Burke, Town Planner
4. Karl Clemmey, business owner
5. Bernie O'Malley, business owner
6. Jeff Giles, Representative of Condominium Owners

7. George Pantos, Jimmy's Pub
8. Bob Currivan, Currivan Insurance
9. John Korona, Mansfield Bank
10. Bob Todd, True Value Hardware
11. Ken Butler, Mansfield Music & Arts Society
12. Keith Purrier, resident
13. Wayne Smith, Dubs Liquors

There may be others, but these are the ones that have come to my attention. This would make a rather large committee, but the committee would have representatives from the various districts along Main Street that are broken down under the Parking & Circulation Study that is currently in draft form.

Town staff and advisors for the committee would be William Ross, Town Manager; Lee Azinheira, DPW Director; Lance Lawson, Police Department; Steven Simonds, Parking Enforcement Officer; Arthur O'Neil, Chief of Police; Neal Boldrighini, Fire Chief and Representative Jay Barrows, as well as others the committee may call upon.

Mr. Ross suggests the bos consider giving the committee a charge that outlines the expectations the Board of Selectmen have of the activities of the Committee and the final product of their deliberations.

The charge to the committee could include items such as:

1. A review of the current parking situation including both public and private.
2. A review of the preliminary Downtown Parking & Circulation Study that is being completed for the Town.
3. Discussions with various interest groups in the downtown area including business owners, condominium and apartment occupants, commuters and the general public.
4. A review of current parking regulations and processes including any recommendations for changes that might arise as part of the review.
5. A review of the parking provided for commuters at the train station area along with any recommendations for changes in the status of any of the commuter parking lots or other areas.
6. Compile a final report and recommendation and hold at least one public meeting to receive input on the recommendations prior to filing with the Board of Selectmen.

**Motion:** To institute parking committee and appoint the above named to the committee.  
(Kozlowski/Annino) 5:0 passes

## Weekly Business

Warrant No. 11049T in the amount of \$63,839.89

**Motion:** To approve (Kozlowski/Moran) 5:0 passes

Warrant No. 11049E in the amount of \$97,618.65

**Motion:** To approve (Kozlowski/Moran) 5:0 passes

Warrant No. 11049S in the amount of \$1,381.55

**Motion:** To approve (Kozlowski/Moran) 4:1 passes (Annino nay)

Warrant No. 1104PT in the amount of \$277,274.22

**Motion:** To approve (Kozlowski/Moran) 4:1 passes (Dentino nay)

Warrant No. 1104TV in the amount of \$84,611.54

**Motion:** To approve (Kozlowski/Moran) 5:0 passes

Warrant No. 1104PS in the amount of \$1,557,257.81

**Motion:** To approve (Moran/Kozlowski) 4:1 passes (Annino nay)

- Meeting minutes of May 25, 2011  
**Motion:** next week
- Interim borrowing notes for water dept. well work. \$6 million  
**Motion:** To approve (Moran/Kozlowski) 5:0 passes

## Correspondence

- Letter from N. Main St. residents regarding truck damage to surrounding properties

## Town Managers Report

- Martial arts event at the Holiday Inn on June 17<sup>th</sup>. They had not paid past bills and Mr. Ross was going to ask that the board deny the event. However, they have paid and settled account.
- Last night's Phish concert went over 3 minutes.  
**Motion:** To send fine letter to Comcast Center for overage. (Kozlowski/Annino)  
4:1 passes

## BOS Updates

- Selectman Kozlowski: None
- Chairman Aptowitz: Still issues with sandwich boards on No. Main St.
- Selectman Annino: None
- Selectman Dentino: MMA conference in Sutton this Saturday.
- Selectman Moran: None

## Adjournment

**Motion:** Adjourn meeting to executive session at 10:00pm.  
5:0 passes (Kozlowski)

Roll Call vote: Chairman Aptowitz aye, Vice chairman Kozlowski aye, Clerk Annino aye, Selectman Dentino aye, Selectman Moran aye. 5:0 passes

*Douglas Annino*

Signature of Clerk

*June 22, 2011*

Date of Approval