

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
NORTHBRIDGE TOWN HALL
7 MAIN STREET - WHITINSVILLE, MA 01588
April 10, 2017 AT 7:00 PM**

REVISED

PLEDGE OF ALLEGIANCE

**Present: Representative David Muradian and
Senator Ryan C. Fattman - Budget update and legislative happenings**

I. APPROVAL OF MINUTES

II. PUBLIC HEARING

A. 7:10 PM: Douglaspak, Inc. d/b/a Arcade Package Store [Chanjay Amin, Manager]/Request to transfer 1) The All Alcohol Package Store liquor license from Douglas Package Store, Inc. d/b/a Arcade Package Store [David Wnukowski, Mgr.], 85 Church Street, Unit 16-6, Whitinsville, MA to Douglaspak, Inc. d/b/a Arcade Package Store [Mr. Chanjay Amin, Mgr.] at the same location 2) the Common Victualler License from Douglas Package Store, Inc. d/b/a Arcade Package Store [David Wnukowski, Mgr.], 85 Church Street, Unit 16-6, Whitinsville, MA to Douglaspak, Inc. d/b/a Arcade Package Store [Mr. Chanjay Amin, Mgr.] at the same location /Present: Frank Niro, Attorney

III. APPOINTMENTS:

B. Resignations: William Mello Jr. /Disability Commission and Historical District Study Committee

IV. CITIZENS' COMMENTS/INPUT

V. DECISIONS

C. Stephanie Bentley / Request permission to hold a Boot Drive at Memorial Square on Saturday, June 2, 2018 from 9 AM to 12 PM to benefit the NHS Food Pantry [Rain Date: June 9, 2018]

D. Spring Annual Town Meeting [May 2, 2017] / Vote positions on warrant articles

E. Annual Town Election [May 16, 2017] /Vote to place ballot question on the Annual Town Election Warrant

F. Southeastern Regional Planning & Economic Development District [SRPEDD / Vote to authorize the Primary Representative [Theodore Kozak, Town Manager] and/or the Alternate Representative [Sharon Susienka, Exec. Asst.] to execute a contract for supply of electricity [Electricity Service Agreement (ESA)] on bid day for the SRPEDD Community Electricity Aggregation

VI. DISCUSSIONS

G. Community Preservation Act/Present: Jennifer Burke, Principal Planner, Hopkinton

VII. TOWN MANAGER'S REPORT

H. 1) Meeting with key local business representatives

2) Economic Development Strategic Plan - Public Forum

3) School Building Authority / Owner's Project Manager approval

4) Mass DOT Chapter 90 funding

5) Green Communities Award

VIII. SELECTMEN'S CONCERNS

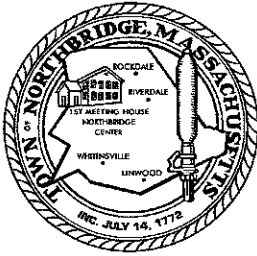
IX. ITEMS FOR FUTURE AGENDA

X. CORRESPONDENCE

XI. EXECUTIVE SESSION

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

THIS AGENDA IS SUBJECT TO CHANGE



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

AI

March 27, 2017

Via EMAIL: legalnotices@telegram.com

Dear Legal Department:

Please place the following Legal Notice in the **Thursday, March 30, 2017**, edition of the Worcester Telegram & Gazette.

**TOWN OF NORTHBRIDGE
PUBLIC HEARING NOTICE**

Notice is hereby given under Chapter 138, Section 15A of the M.G.L.'s, that the Northbridge Board of Selectmen will hold a public hearing on **Monday, April 10, 2017, at 7:10 PM** in the Selectmen's Meeting Room, Northbridge Town Hall, 7 Main Street, Whitinsville, MA, concerning the application to transfer the All Alcohol Package Store license from Douglas Package Store Inc. d/b/a Arcade Package Store [David Wnukowski], located at 185 Church Street, Unit 16-6, Whitinsville, MA 01588 to Douglaspak, Inc. d/b/a Arcade Package Store [Chanjay Amin, Manager]. The description of the premises is as follows: 1 story, 1600 Sq. Ft. of retail space in "Town Plaza," with one front and one rear entrance/exit.

James R. Marzec, Chairman
Northbridge Board of Selectmen
March 30, 2017

Please send bill and tear sheets to:

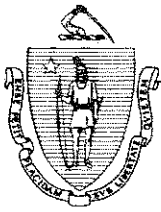
Northbridge Town Hall
Town Manager's Office
7 Main Street
Whitinsville, MA 01588

Sincerely,

Melissa Wetherbee

Melissa Wetherbee
Administrative Assistant

c: Francis Niro



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

Print Form

AI

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

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

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

308407

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

00016-PK-0904

LICENSEE NAME

Douglaspak Inc. d/b/a Arcade Package Store

ADDRESS

185 Church Street, Unit 16-6

CITY/TOWN

Whitinsville

STATE

MA

ZIP CODE

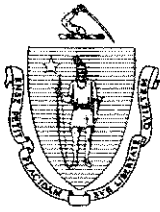
01588

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Officer/Director | <input checked="" type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) \$15 | <input checked="" type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other | <input type="text"/> | | |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE
CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact)

This is the corporation or LLC which will hold the license, **not** the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license ☐ New ☒ Transfer
or the transfer of an existing license?

If transferring, please indicate the
current ABCC license number you
are seeking to obtain:

If applying for a new license, are you applying for this license
pursuant to special legislation?

☐ Yes ☐ No

Chapter

Acts of

If transferring, by what method
is the license being transferred?

3. LICENSE INFORMATION / QUOTA CHECK

City/Town

On/Off-Premises

TYPE

CATEGORY

CLASS

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name:

Middle:

Last Name:

Title:

Primary Phone:

Email:

5. OWNERSHIP Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the licensee's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.

B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.

C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
Dimple Desai	Officer	100%	
Dimple Desai	Stockholder	100%	

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

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

Floor Number	Square Footage	Number of Rooms
1	1600	1

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

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

Lease Beginning Term

Lease Ending Term

Rent per Month

Rent per Year

Landlord Name

Landlord Phone

Landlord Address

If leasing or renting the premises, a signed copy of the lease is required.

If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☒ No

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

* Please see last page of application for required documents based on Legal Structure *

Entity Name:	Douglaspak, Inc.	FEIN:	81-51055770
DBA:	ArCADE Package Store	Fax Number:	
Primary Phone:	978-509-9115	Email:	Dimple_Amin@yahoo.com
Alternative Phone:	508-982-5035	Legal Structure of Entity	Corporation

Business Address (Corporate Headquarters)

☐ Check here if your Business Address is the same as your Premises Address

Street Number:	7	Street Name:	Sheryl Drive
City/Town:	Shrewsbury	State:	Massachusetts
Zip Code:	01545	Country:	USA

Mailing Address

☐ Check here if your Mailing Address is the same as your Premises Address

Street Number:	7	Street Name:	Sheryl Drive
City/Town:	Shrewsbury	State:	Massachusetts
Zip Code:	01545	Country:	USA

Is the Entity a Massachusetts Corporation?

☒ Yes ☐ No

If no, is the Entity registered to do business in Massachusetts?

☐ Yes ☐ No

If no, state of incorporation

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? ☐ Yes ☒ No

If yes, please complete the following table.

Name of License	Type of License	License Number	Premises Address

Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? ☒ Yes ☐ No

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, attach an affidavit that lists your convictions with an explanation for each

Have you ever been Manager of Record of a license to sell alcoholic beverages? ☐ Yes ☒ No

If yes, please list the licenses for which you are the current or proposed manager:

Do you have direct, indirect, or financial interest in this license? ☐ Yes ☒ No

If yes, percentage of interest

If yes, please indicate type of Interest (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Officer | <input type="checkbox"/> Sole Proprietor |
| <input type="checkbox"/> Stockholder | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Director |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Landlord |
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Revenue Sharing |
| <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Other |

Please indicate how many hours per week you intend to be on the licensed premises

Employment Information of Proposed Manager

Please provide your employment history for the *past 10 years*

Date(s)	Position	Employer	Address	Phone
3/1/2005 to Date	Secretary	Dimple A. Desai, Inc.	7 Sheryl Dr., Shrewsbury, MA 01545	978-509-9115

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	0.00
B. Purchase Price for any Business Assets	\$ 500,000.00
C. Costs of Renovations/Construction	0.00
D. Purchase Price of Inventory	\$ 75,000.00
E. Initial Start-Up Costs	0.00
F. Other (Please specify)	0.00
G. Total Cost (Add lines A-F)	\$ 575,000.00

Please note, the total amount of **Cash Investment** (top right table) plus the total amount of **Financing** (bottom right table) must be equal to or greater than the **Total Cost** (line G above).

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
Dimple Desai	\$ 155,000.00
Total	\$ 155,000.00

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
Millbury Savings Bank	420,000	No	
Total:	\$ 420,000.00		

10. PLEDGE INFORMATION

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

Please indicate what you are seeking to pledge (check all that apply)

☒ License ☐ Stock / Beneficial Interest ☒ Inventory

To whom is the pledge is being made: Millbury Savings Bank

Does the lender have a beneficial interest in this license?

☒ Yes ☐ No

Does the lease require a pledge of this license?

☐ Yes ☒ No

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation	<input type="text"/>	First Name	<input type="text" value="Dimple"/>	Middle Name	<input type="text"/>	Last Name	<input type="text" value="Desai"/>	Suffix	<input type="text"/>
Title:	<input type="text" value="Owner"/>	Social Security Number	<input type="text"/>		Date of Birth	<input type="text" value="August 30, 1970"/>			
Primary Phone:	<input type="text" value="978-509-9115"/>		Email:	<input type="text" value="Dimple_Amin@yahoo.com"/>					
Mobile Phone:	<input type="text" value="978-509-9115"/>		Fax Number	<input type="text"/>					
Alternative Phone:	<input type="text" value="508-982-5035"/>								

Business Address

Street Number:	<input type="text" value="185"/>	Street Name:	<input type="text" value="Church Street unit 16-6"/>
City/Town:	<input type="text" value="Northbridge (Whitinsville)"/>	State:	<input type="text" value="Massachusetts"/>
Zip Code:	<input type="text" value="01588"/>	Country:	<input type="text" value="USA"/>

Mailing Address

☐ Check here if your Mailing Address is the same as your Business Address

Street Number:	<input type="text" value="7"/>	Street Name:	<input type="text" value="Sheryl Drive"/>
City/Town:	<input type="text" value="Shrewsbury"/>	State:	<input type="text" value="Massachusetts"/>
Zip Code:	<input type="text" value="01545"/>	Country:	<input type="text" value="USA"/>

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|---|---|
| <input type="checkbox"/> Contractual | <input checked="" type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input checked="" type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input checked="" type="checkbox"/> Stockholder |
| | | | <input type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☐ Yes ☒ No

Are you a Massachusetts Resident? ☒ Yes ☐ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☒ Direct ☐ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

100%

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

APPLICANT'S STATEMENT

I, Dimple Desai the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member
Authorized Signatory

of Douglaspak, Inc., hereby submit this application for Transfer and Pledge of Off Premises All Alcoholic License
Name of the Entity/Corporation Transaction(s) you are applying for

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature:

Dimple A Desai

Date:

03/22/2017

Title:

President/Treasurer

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name: FEIN:
Primary Phone: Fax Number:
Alternative Phone: Email:

Business Address

Street Number: Street Name:
City/Town: State:
Zip Code: Country:

Mailing Address

☐ Check here if your Mailing Address is the same as your Business Address

Street Number: Street Name:
City/Town: State:
Zip Code: Country:

Publicly Traded

Is this organization publicly traded? ☐ Yes ☒ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☒ Direct ☐ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

DOUGLASPAK, INC.

Secretary's Certificate

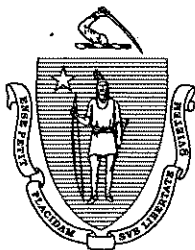
I, Dimple A. Desai, Secretary of Douglasspak, Inc. (the "Corporation"), do hereby certify as follows:

1. That attached hereto as Exhibit A is a true, correct and complete copy of the Articles of Organization of the Corporation, and that the same have not been amended or rescinded and are still in force and effect as the date hereof;
2. That attached hereto as Exhibit B is an original Certificate of Good Standing for Douglasspak, Inc. issued by the Secretary of State of the Commonwealth of Massachusetts;
3. That attached hereto as Exhibit C is a true and correct copy of votes adopted by Action by Unanimous Written Consent of Directors dated March 16, 2017; that said votes are not in violation of the Articles of Organization or By-Laws of the Corporation; and that said votes have not been rescinded or modified and remain in full force and effect as of the date hereof;
4. That Dimple A. Desai is the President, Treasurer and Secretary of Douglasspak, Inc.;
5. I hereby certify further that the following persons are the duly elected and incumbent officers or authorized agents of the Corporation who are authorized to act pursuant to the votes described above:

<u>Name</u>	<u>Title</u>
Dimple A. Desai	President
Dimple A. Desai	Secretary
Dimple A. Desai	Treasurer

EXECUTED as an instrument under seal as of the ____ day of March, 2017.

Dimple A Desai
Dimple A. Desai, Secretary



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

February 28, 2017

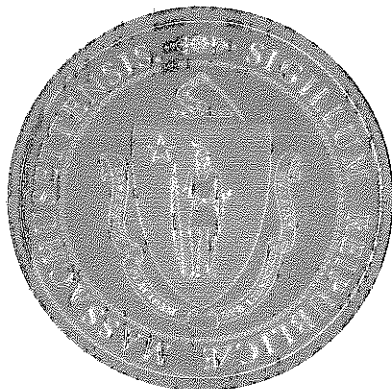
TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office,

DOUGLASPAK, INC

is a domestic corporation organized on **January 25, 2017**, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin
Secretary of the Commonwealth

EXHIBIT C

CORPORATE VOTE

At a meeting of the Board of Directors of DOUGLASPAK, INC., held at 7 Sheryl Dr, Shrewsbury, MA 01545 on 3/16/2017 the following actions were duly voted by unanimous consent:

- VOTED: That all actions taken and done in the name and on behalf of the Corporation by the directors and officers of the Corporation since the date of incorporation be, and the same hereby are, ratified, confirmed and approved;
- VOTED: To authorize the President and Treasurer of the Corporation, Dimple A. Desai, to sign and submit to the Massachusetts Alcoholic Beverages Control Commission and to the Town of Northbridge for a transfer of an existing Off-Premises Retail All Alcoholic Beverages license presently owned by Douglas Package Store, Inc. d/b/a Arcade Package Store located at 185 Church Street, Whitinsville, Massachusetts in the name of DOUGLASPAK, INC., and to execute on the Corporation's behalf, any necessary papers and do all things required to have the application granted.
- VOTED: To appoint Chanjay Amin as its Manager or principal representative, and hereby grant to him full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts.
- VOTED: To authorize the Corporation to pledge the Off-Premises Retail All Alcoholic Beverages License and any inventory as collateral on a loan to Millbury Saving Bank;
- VOTED: To authorize the President and Treasurer of the Corporation to execute, acknowledge and deliver any and all other documents, certificates or instruments as any of said officers may determine to be necessary, appropriate or convenient in connection therewith, the execution of such document, instrument or certificate by any one of said officers to establish conclusively that the form, substance, execution, acknowledgment and delivery thereof have been duly authorized and approved in all respects by the Board of Directors of the Corporation.

VOTED: That a copy of this vote duly certified by the Clerk of the Corporation and delivered to the manager appointed, or principal representative, shall constitute the written authority required by G. L. c. 138, § 26.

It is hereby certified that all the Directors of DOUGLASPAK INC, a Corporation duly organized under the laws of the Commonwealth of Massachusetts are residents of the Commonwealth of Massachusetts.

This Corporation has not been dissolved.

ARCADE PACKAGE STORE
AGREEMENT FOR SALE OF ASSETS

On this 8th day of February, 2017, the parties hereto enter into this agreement for the sale of PERSONAL PROPERTY, as follows:

1. PARTIES

Douglas Package Store, Inc. a Massachusetts business corporation, with an usual place of business at P. O. Box 603, Douglas, MA 01516, hereinafter called the SELLER, agrees to SELL

AND

Whitinspak, Inc. of 7 Sheryl Drive, Shrewsbury, MA 01545, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described personal property:

2. DESCRIPTION

The assets ("Assets") being sold are the assets of the business known as Arcade Package Store (the "Business"), which is owned by Douglas Package Store, Inc.:

- A. Equipment, furniture, furnishings and other tangible personal property used by the Business, listed on Schedules A and B attached hereto and a part hereof;
- B. Inventory of the Business
- C. The exclusive right to the name "Arcade Package Store."
- D. No substitutions of the Assets described herein shall be permitted.

3. PURCHASE PRICE: The agreed purchase price of said assets is \$525,000.00 of which

\$ 10,000.00	have been paid as a deposit with the Offer to Purchase;
\$ 20,000.00	have been pad as a deposit this day and
\$ 495,000.00	will be paid at the closing, by certified cashier's treasurer's
	IOLTA or bank check
<u>\$ 525,000.00</u>	TOTAL

and

in addition thereto the price for the Inventory, an amount to be determined by an Inventory Specialist chosen by the parties, to be paid at the time of transfer of title. The Seller will finance the sale of all inventory in excess of \$75,000.

4. TIME FOR PERFORMANCE; DELIVERY OF DEED

A Bill of Sale for such assets is to be delivered, at 11:00 o'clock A.M. on or before March 31, 2017, at the Worcester District Registry of Deeds, or office of the SELLER's attorney, unless otherwise agreed to in writing.

TIME IS OF THE ESSENCE OF THIS AGREEMENT.

5. OBLIGATIONS OF THE SELLER ON THE CLOSING DATE.

At the closing the Seller will deliver to the Buyer:

- a. A Bill of Sale for the assets being sold;
- b. A covenant not to compete in the form set forth in Schedule B attached hereto;
- c. Maintenance of service contracts, warranty information and similar documents, now in the possession of the Seller relating to the assets;
- d. An agreement concerning the use of the name "Arcade Package Store;
- e. All other certificates and documents requested by Buyer pursuant to the provisions hereof.

6. INSPECTIONS

The BUYER acknowledges that:

- a. the BUYER has had the opportunity to have inspections conducted of the assets by inspectors of the BUYER's own choice and expense;
- b. the results of any inspections and tests are satisfactory to the BUYER; and
- c. the BUYER has not relied upon any representation of the SELLER or the SELLER's agents or their brokers in connection with the purchase of the assets.

7. DEPOSIT

All deposits made hereunder shall be held in escrow by SELLER's attorney, Edward D. Simsarian, as escrow agent, 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 may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.

8. BUYER'S 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 in lieu of all other claims against the BUYER either at law or in equity.

9. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary

of any trust, shall be personally liable for any obligation, express or implied, hereunder.

10. WARRANTIES AND REPRESENTATION

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): None

11. MORTGAGE CONTINGENCY CLAUSE

The sale is not contingent on the ability of the BUYER to obtain a loan.

12. 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. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions and marginal notes 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. The parties agree that all prior offers and communications, whether oral or written, including E-mail or text communications, are superseded by, and shall no longer have any effect upon the execution of, this Agreement.

13. CONDITIONS OF SALE

The consummation of this sale is conditioned upon:

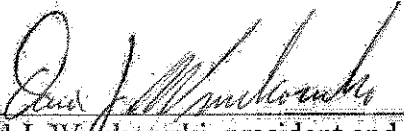
- A. the consummation of a lease between the owner of the real estate at 185 Church Street, Whitinsville, MA as lessor of said premises, and the Buyer as lessee;
- B. The transfer by said date of the Retail Alcoholic Beverages license by the Alcoholic Beverages Control Commission of the Commonwealth to the Buyer or his nominee; and
- C. The execution by the Seller and all immediate family members of all stockholders and officers of Seller of an agreement with the Buyer not to compete with the Buyer, for a period of ten years and within an area with a radius of five miles from the location of the store, in the said business.

D. The attached Exhibit "B" is incorporated into this Agreement as if expressly set forth herein.


If either the lease or transfer shall fail to be consummated, the deposit paid hereunder will be returned to the Buyer, and the parties shall be discharged of all further obligations.

Witness the hands and seals of the parties,

Douglas Package Store, Inc., Seller

By: 
David J. Wyukowski, president and treasurer

Whitinspak, Inc., Buyer

By: 
Dimple A. Desai,
President and Treasurer

Schedule A

The following chattels are included in the sale:

- One computer with printer
- One file cabinet
- 300 feet of shelving
- One P.O.S. system
- A 14-door walk-in cooler
- Two two-wheel dollies
- One security system
- Two marking guns
- One tape gun
- All signage
- Phone system
- All brooms, mops, shovels

The following items are not owned by the grantor and are not for sale:

- Two third-party-owned ice chests
- One third-party-owned Coca Cola cooler, 2-door stand-up model

EXHIBIT "B"
ADDENDUM TO PURCHASE AND SALE AGREEMENT

1. GENERAL CONDITIONS

The parties agree that the modifications and additional clauses herein are incorporated into the Purchase and Sale Agreement dated February 9, 2017 (the "Agreement") entered into between Douglas Package Store, Inc. ("Seller") and Whitinspak, Inc. ("Buyer") as if expressly set forth therein;

2. TITLE TO ASSETS

The Seller shall deliver good, clear and marketable title to the Assets to the Buyer, free of all liens and encumbrances. At the time for performance, the Seller shall provide Buyer the following:

- a. Bill of Sale, properly executed by the authorized officer(s) of the Seller.
- b. Certificate of Good Standing for Seller
- c. Certificate of Good Tax Standing for the Seller
- d. Corporate Resolution authorizing officer of Seller to sell Assets to Buyer
- e. Corporate excise tax lien waiver at the time for performance, or shall include representations under oath in the bill of sale that the sale of the assets do not constitute all or substantially all of the Seller's assets.
- f. Certificate(s) of title for any titled asset to be conveyed to Buyer, properly endorsed to the Buyer.
- g. Any other document reasonably required by Buyer to convey title to the Assets as described above to the Buyer.

3. LIEN RELEASES

Notwithstanding any provisions of this Agreement to the contrary, the Seller shall deliver at or before the time for performance all instruments necessary to discharge any liens encumbering the Assets.

4. INDEMNIFICATION

The Seller shall be responsible for all debts and obligations related to the operation of the business known as Douglas Package Store, Inc., arising prior to the time for performance, and indemnifies and holds harmless Buyer for any liability relating to said debts and obligations arising after the time for performance.

5. AFFIDAVITS AND CERTIFICATES

At the Closing, Seller shall execute/or and deliver to Buyer any documents, affidavits and certificates customarily required by Buyers or Buyer's attorneys in connection with transactions of this type, including, but not limited to, settlement statement, compliance agreement, municipal lien pro-ration agreement, title insurance mechanics lien affidavit.

6. 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.

7. PENDING LITIGATION OR OTHER ACTIONS AFFECTING PREMISES

Seller represents that Seller is not aware of any unresolved litigation or pending or ongoing regulatory hearings or actions, bankruptcy, summary process action, or other proceeding which could affect the Assets or might in any material way impact adversely on the Seller's ability to perform on the closing date, and Seller agrees to keep Buyer informed, by notice given pursuant to this Agreement, of any such litigation, hearings or actions, whether scheduled, anticipated, or in progress. Seller further represents that the Purchase Price as defined in the Agreement exceeds the aggregate value of all liens and other encumbrances and Seller closing costs relating to the sale of the Assets by the Seller to the Buyer.

8. NOTICE/DOCUMENT EXECUTION/ AUTHORIZATION OF ATTORNEY:

All notices required or permitted to be given hereunder shall be in writing and delivered by hand, sent by facsimile transmission with receipt confirmed, electronic mail ("E-mail") or mailed postage prepaid, by registered, certified or overnight mail delivery to the following:

To Seller:

c/o Edward D. Simsarian, Esq.
Tashjian Simsarian LLP
370 Main Street
Worcester, MA 01608
Tel. 508-756-1578
Fax. 508-756-1153
Email: ed@tashsim.com

To Buyer:

c/o Christopher D. Metzger, Esq.
Alexandrov, Metzger & Flannagan, PC
32 Franklin Street, Suite 304
Worcester, MA 01608
Tel. 508-797-3669
Fax. 508-797-6657
Email: chris@amfpc.com

Hand delivery shall be in hand only. Mailed notice shall be deemed given upon postage cancellation date by the U.S. Post Office. Notice(s) sent by E-Mail shall be deemed delivered upon receipt by the recipient addresses set forth in the Agreement and herein.


The Agreement, this Addendum and any subsequent amendments, modifications or addenda, may be executed by fax or E-Mail and original ink signatures shall not be required.

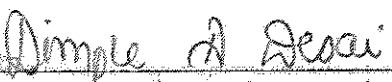
In order to facilitate the execution and delivery of certain documents contemplated hereby, the parties grant to their respective attorneys the actual authority to execute and deliver on each party's behalf any (a) agreement modifying the time for the performance of any event hereunder, or (b) any notice that may be given under this agreement, and the parties may rely upon the signature of such attorneys (including faxed or scanned signatures) unless they have actual knowledge that a party has disclaimed the authority granted herein.

9. SPECIAL CONDITIONS

- a. The Seller shall cooperate with, and facilitate the efforts of, the Buyer in obtaining municipal and state approval for the transfer the liquor licenses and any other necessary licenses to the Buyer.
- b. The Seller represents that none of the fixtures or specifically included items are either leased or subject to security interests, liens or claims of any creditors.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to Purchase and Sales Agreement to be executed under seal on this 8th day of February, 2017.
Douglas Package Store, Inc. Whitinspak, Inc.

By: 
SELLER: David J. Wnukowski
President and Treasurer

By: 
BUYER: Dimple A. Desai
President and Treasurer

SELLER:

BUYER:

ADDENDUM TO PURCHASE AND SALE AGREEMENT

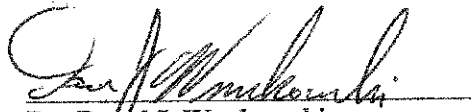
The undersigned parties agree that the modifications and additional clauses herein are incorporated into the Agreement for Sale of Assets and Addendum to Purchase and Sale Agreement relating to the sale of the business assets of Arcade Package Store, both dated February 8, 2017 (collectively the "Agreement") and entered into between Douglas Package Store, Inc. ("Seller") and Whitinspak, Inc. ("Buyer") as if expressly set forth therein, and shall provide as follows:

1. **Parties.** The BUYER or PURCHASER as defined in the Agreement shall be changed from Whitinspak, Inc., to Douglaspak, Inc. Any reference in the Agreement or any related document to the BUYER or PURCHASER shall henceforth mean Douglaspak, Inc.
2. **Other.** Except as set forth above, the Agreement shall remain unchanged and in full force and effect.

The undersigned execute this Addendum under seal on this 15th day of March, 2017.

SELLER:

Douglas Package Store, Inc.



By: David J. Wnukowski,
Its Duly Authorized
President and Treasurer

BUYER:

Whitinspak, Inc.

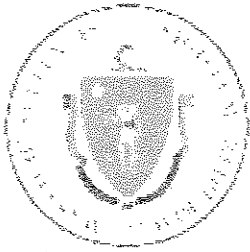


By: Dimple A. Desai
Its Duly Authorized
President and Treasurer

Douglaspak, Inc.



By: Dimple A. Desai
Its Duly Authorized
President and Treasurer



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

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

Identification Number: 001257887

ARTICLE I

The exact name of the corporation is:

DOUGLASPAK, INC

ARTICLE II

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

ARTICLE III

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	200,000	\$0.00	0

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

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

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

ARTICLE VI

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: DIMPLE A DESAI
No. and Street: 7 SHERYL DRIVE
City or Town: SHREWSBURY State: MA Zip: 01545 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	DIMPLE A DESAI	7 SHERYL DR SHREWSBURY, MA 01545 USA
TREASURER	DIMPLE A DESAI	7 SHERYL DR SHREWSBURY, MA 01545 USA
SECRETARY	DIMPLE A DESAI	7 SHERYL DR SHREWSBURY, MA 01545 USA
DIRECTOR	DIMPLE A DESAI	7 SHERYL DR SHREWSBURY, MA 01545 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

LIQUOR, TOBACCO, SMOKE, AND CONVENIENCE STORE

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

No. and Street: 7 SHERYL DRIVE
City or Town: SHREWSBURY State: MA Zip: 01545 Country: USA

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

No. and Street: 7 SHERYL DRIVE

City or Town: SHREWSBURY

State: MA

Zip: 01545

Country: USA

which is

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

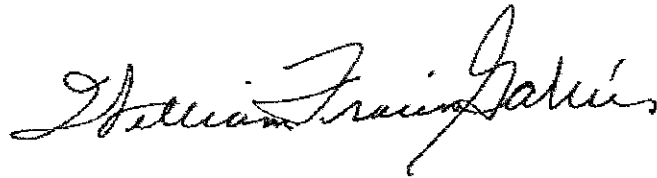
Signed this 25 Day of January, 2017 at 3:49:11 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

DIMPLE A DESAI

THE COMMONWEALTH OF MASSACHUSETTS

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

January 25, 2017 03:48 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LEASE DATED:
March 1, 2017

PARTIES:
J&N Whitinsville Trust
AND
DOUGLASPAK INC

ARTICLE I. REFERENCE DATA AND EXHIBITS

Section 1.01 Data

- (a) Name and Location of Property: 185 Church Street, Whitinsville, MA
- (b) Landlord: J&N Whitinsville Trust
- (c) Premises: Approximately 1,600 Square Feet
- (d) Tenant Name: DOUGLASPAK INC
- (e) Address: 7 Sheryl Dr, Shrewsbury, MA
01545
- (f) Lease Term: Five (5) Years
- (g) Delivery Date: Upon closing of business purchase
- (h) Commencement Date: Upon closing of business purchase
- (i) Rental Commencement Date: Upon closing of business purchase
- (j) Expiration Date: The earlier of the date set forth herein or on midnight on the day preceding the 5th anniversary of the Commencement Date, provided if such date is not the last day of the month, the term shall end on the last day of said month.
- (k) Annual Rent: .
 - Year 1: \$24,000/year; \$2,000/month
 - Year 2: \$24,720/year; \$2,060/month
 - Year 3: \$25,462/year; \$2,122/month
 - Year 4: \$26,226/year; \$2,186/month
 - Year 5: \$27,013/year; \$2,251/month
- (l) Real Estate Taxes: Pro Rata Share, one-twelfth (1/12) payable monthly when rent due
- (m) Charge for Common Area Maintenance: Pro Rata Share, one-twelfth (1/12) payable monthly with rent
- (n) Options: One (1) Three (3) Year Option
- (o) Annual Minimum Rent During Option Period:
 - Year 1: \$27,823/year; \$2,319/month
 - Year 2: \$28,658/year; \$2,388/month
 - Year 3: \$29,518/year; \$2,460/month
- (p) Real Estate Taxes During Option Period: Pro Rata Share, payable as above

- (q) Charge for Common Area Maintenance During Option Period: Pro Rata Share, payable as above
- (r) Common Area Restrictions: See Section 6.02
- (s) Permitted Uses: Liquor Store
- (t) Condition of Property: Property delivered in broom clean "As-is Condition"
- (u) Signage: Sign contractor and all plans need to be approved by Landlord.
- (v) Tenant's Insurance Requirements:
 - (i) Commercial General Liability: \$1,000,000 combined single limit (bodily injury and property damage) per occurrence, \$1 million annual aggregate. Automobile Liability: \$500,000 combined single limit (bodily injury and property damage) per occurrence. Contractual Liability. All such insurance/certificates shall name Landlord as an additional insured.
 - (ii) Workers Compensation: Coverage A: Statutory Coverage B: \$1,000,000/\$1,000,000/\$1,000,000
- (v) Security Deposit: \$2,000

Section 1.02 Effect of Reference to Data

Each reference in this Lease to any of the titles contained in Section 1.02 shall be construed to incorporate the data stated under that title.

Section 1.03 Exhibits

The exhibits listed below in this Section are incorporated in this Lease by reference and are to be construed as a part of this Lease.

- (a) Exhibit (A): Intentionally Omitted

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ARTICLE II. PREMISES AND TERM

Section 2.01 Premises

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease the store premises owned by Landlord, extending to the center line of the interior partition walls and to the exterior faces of any exterior walls situated within the Center together with the appurtenances specifically granted in this Lease, but reserving and excepting to Landlord the use of the exterior walls (other than store fronts), the roof and the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and appurtenant fixtures leading through the Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Center. The term "Center" wherever used herein, and the entire development on said area including any and all structures, parking facilities and common facilities now or hereafter built thereon, or as they may, from time to time, be increased by additions or reduced by eminent domain taking or dedications to public authorities or disposition or demolition by Landlord of any part thereof.

Section 2.02 Term

TO HAVE AND TO HOLD for a term beginning at the earlier of (a) the opening by Tenant of its business in the Premises, or (b), the date specified in Section 1.01, and continuing for the Lease Term unless sooner terminated as hereinafter provided. When the dates of the beginning and end of the Lease Term have been determined such dates shall be evidenced by a document in form for recording executed by Landlord and Tenant and delivered each to the other.

ARTICLE III. IMPROVEMENTS

Section 3.01 Performance of Work and Approval of Landlord's Work Intentionally Omitted

Section 3.02 Tenant's Work

Tenant agrees that it will, proceeding with all reasonable dispatch, perform the work to be done by Tenant as to ready the Premises for opening, provided that no work shall be done or fixtures or equipment installed by Tenant without prior written approval of Landlord or in such a manner as to interfere with any work being done by or for Landlord in the Premises or elsewhere in the Center. During the period of occupancy of the Premises by Tenant prior to the commencement of the Lease Term, no Annual Rent or Percentage Rent shall accrue or be payable but otherwise such occupancy shall be subject to all the terms, covenants and conditions contained in this Lease. Tenant agrees to employ for such work one or more responsible contractors whose labor will work in harmony with other labor working in the Center and to cause such contractors employed by Tenant to carry Workers' Compensation Insurance in accordance with statutory requirements and Comprehensive Public Liability Insurance covering such contractors on or about the Premises in amounts at least equal to the limits set forth in Section 1.01 and to submit certificates (naming Landlord an additional insured) evidencing such coverage to Landlord prior to the commencement of such work.

Section 3.03 Structural Repairs

Landlord covenants, except as otherwise provided in Article IX and except in the case of damage caused by any act or negligence of Tenant, its agents, servants, contractors, licensees and invitees, to make such repairs to the roof, exterior walls (other than glass and glass windows and the so called store front) and floor slabs of the Premises as may be necessary to keep them in serviceable condition.

ARTICLE IV. RENT

Section 4.01 Annual Minimum Fixed

Tenant covenants and agrees to pay rent to Landlord at the original Address of Landlord or such other place as Landlord may by notice in writing to Tenant from time to time direct, without notice, demand or offset, at the following rates and times:

Equal monthly installments of 1/12th of the Annual Minimum Rent in advance on the first day of each calendar month included in the Lease Term; and for any portion of a calendar month at the beginning or end of the Lease Term, the corresponding fraction of said 1/12th payable in advance for such portion. Tenant's obligation to pay Annual Rent is independent of any obligations which Landlord may have to Tenant, except as otherwise expressly provided to the contrary.

Section 4.02 Definition of Lease Year

"Lease Year" shall mean, in the case of the first Lease Year, the twelve full calendar months plus the partial month, if any, following the commencement of the Lease Term. Thereafter, "Lease Year" shall mean each successive twelve calendar month period following the expiration of the first Lease Year, except that in the event of the termination of this Lease on any day other than the last day of a Lease Year, then the last Lease Year shall be the period from the end of the preceding Lease Year to such date of termination.

Section 4.03 Definition of Gross Sales Intentionally Omitted

Section 4.04 Maintenance of Records and Examination Intentionally Omitted

Section 4.05 Returned Check/Late Payment

In the event any check tendered by Tenant to Landlord is returned/not paid because of insufficient funds to honor same (as evidenced by the notation on or attached to said check by Landlord's bank), or if there are two (2) or more late payments in any twelve (12) month period, the same shall be conclusively deemed a non-curable default entitling Landlord to terminate this Lease on notice to Tenant with no opportunity to cure. If Landlord in its sole discretion waives such default, Tenant agrees to make the payment due Landlord and all future payments due under the Lease by money order, bank, cashier's or teller's check or certified check only. In addition, Tenant agrees to reimburse Landlord as additional rent for the charges imposed on Landlord by its bank as a result of said check having been dishonored.

ARTICLE V. REAL ESTATE TAXES

Section 5.01 Real Estate Taxes

Tenant shall pay to Landlord, as additional rent, with respect to each tax year or portion thereof included in the Lease Term, the amount of real estate taxes upon the Premises for each such tax year or portion thereof. A tax year shall mean that twelve calendar month period covered by the applicable tax bill. The term "real estate taxes" shall mean all taxes, impositions, levies and special assessments of every kind and nature assessed by any governmental authority on the Center which the Landlord shall become obligated to pay because of or in connection with the ownership, leasing and operation of the Center, subject to the following:

- (i) The amount of special taxes or special assessments to be included shall be limited to the amount of the installment (plus any interest, other than penalty interest, payable thereon) of such special tax or special assessment required to be paid during the year in respect of which such taxes are being determined; and
- (ii) There shall be excluded from such taxes all income taxes, excess profit taxes, excise taxes, franchise taxes, estate, succession, inheritance and transfer taxes; provided, however, that if at any time during the Term there shall be assessed on Landlord whether in addition to or in substitution of, in whole or in part, the present system of ad valorem taxation of real property, a capital levy or other tax on the gross rents received with respect to the Center, or a federal, state, county, municipal, or other local income, franchise, excise or similar tax, assessment, levy or charge (distinct from any now in effect) measured by or based, in whole or in part, upon any such gross rents, then any and all of such taxes, assessments, levies or charges, to the extent so measured or based, shall be deemed to be included within the term "real estate tax".

The real estate taxes upon the Premises shall for purposes of this Lease be an amount equal to that proportion of the real estate taxes on the Center which the ground floor area in the Premises bears to the rentable ground floor area in all the buildings of the Center. Tenant shall pay to Landlord, on a monthly basis, 1/12th of its estimated share of Real Estate Taxes for each tax year together with its rent payment, subject to appropriate reconciliation upon presentment of actual tax bills, as aforesaid.

Section 5.02 Abatements

The real estate taxes upon the Center for any tax year shall mean such amounts as shall be finally determined after deducting abatements, refunds, or rebates, if any, less the cost and expense of obtaining the same, to be the real estate taxes payable with respect to the Center for said tax year. For the purposes of determining payments due from Tenant to Landlord in accordance with the provisions of Article V, the real estate taxes upon the Center for any tax year shall be deemed to be the real estate taxes assessed for such year until such time as an abatement, refund or rebate shall be received for any tax year, and if any abatement, rebate or refund shall be received for any tax year, an appropriate adjustment or refund shall be made in the amount due from or paid by Tenant to Landlord on account of such real estate taxes dependent upon the amount of such abatement, rebate or refund, less the cost and expense of obtaining the same. Landlord shall have the exclusive right, but not the obligation, to obtain such abatement, refund or rebate. Tenant agrees to cooperate fully with Landlord in any such proceedings for abatement.

Section 5.03 Method of Payment

If any additional amounts shall be payable by Tenant on account of real estate taxes in any tax year, or portion thereof, included in the Lease Term, Landlord shall give written notice advising Tenant of the amount thereof and Tenant shall pay such amount to Landlord within ten (10) days after receipt of such notice. If this Lease shall terminate during a tax year, Tenant shall pay to Landlord a prorated portion of the amount that would have been due for the full tax year based on the number of days of said tax year expired on the date of termination.

ARTICLE VI. COMMON AREAS

Section 6.01 Common Areas

Landlord shall make available from time to time within the Center such common areas (including, but not limited to, parking areas, driveways, truck ways, delivery passages, common truck loading areas, access and egress roads, walkways, sidewalks, malls, landscaped and planted areas and herein referred to as "Common Areas"), as Landlord shall deem appropriate. Landlord shall operate, manage, equip, police, light, repair and maintain the Common Areas for their intended purposes and provide for the removal of snow and ice there from, all in such manner as Landlord shall in its sole discretion determine, it being understood and agreed that Landlord shall not be liable for any inconvenience or interruption of business or other consequences resulting from the making of repairs, replacements, improvements, alterations or additions or from the doing of any other work, by or at the direction of Landlord, to or upon any of such Common Areas, or from delay or failure to perform such maintenance, snow removal or other work with respect to such Common Areas, where such delay or failure is attributable to strikes or other labor services, or from any other cause. Landlord may from time to time change the size, location and nature of any Common Area. Tenant agrees to remove snow and ice from any exterior sidewalk in front of and adjacent to the Premises and also to keep said walk clean and free of dirt and debris.

Section 6.02 Use of Common Area

Tenant and its concessionaires, officers, employees, agents, customers and invitees shall have the right, in common with Landlord and all others to whom Landlord may from time to time grant rights, to use the Common Areas for their intended purposes subject to such reasonable rules and regulations as Landlord may from time to time impose, including the designation of specific areas in which cars owned or used by

or leased to Tenant, its concessionaires, officers, employees and agents must be parked. Tenant agrees after notice thereof to abide by such rules and regulations and to use its best efforts to cause its concessionaires, officers, employees, agents, customers and invitees to conform thereto. Tenant shall upon request furnish to Landlord the license numbers of the cars operated by Tenant and its concessionaires, officers, employees and agents. Tenant shall not solicit business in the parking or other Common Areas; nor shall Tenant distribute any handbills or other advertising matter in or on automobiles parked in the parking area or in other Common Areas. If Tenant has a rear or side door, all deliveries shall be made through same. In the even that Landlord notifies Tenant three (3) times in any twelve (12) month period that Tenant has violated the above, Landlord may, on notice to Tenant, terminate this Lease.

Section 6.03 Charge for Common Area Maintenance

In each Lease Year Tenant shall pay to Landlord, as additional rent, a proportion of the Center's operating cost hereinafter defined, based upon the ratio of the square footage of the Premises to the total square footage of all building space in the Center exclusive of Common Areas. The Center's total operating cost shall mean the total cost and expense incurred in operating repairing and maintaining the Common Areas available for use by Tenant and the employees, agents, servants, customers and other invitees of Tenant excluding only depreciation of the original cost of constructing the Common Areas and items of expense commonly known and designated as carrying charges, but specifically including, without limitation, gardening and landscaping, the cost of public liability and property damage insurance, sign insurance, real estate taxes and assessments on the Common Areas, repairs, line painting, sanitary control, surface water control, removal of snow, trash, rubbish and other refuse, replacement of curbs, paving and walkways, striping, heating, cooling and lighting of enclosed malls, and entrances/exits and walkways, lighting of the parking areas, machinery and equipment used in connection with same, the cost of personnel to implement such services, to direct parking, and to police the common facilities and 20% of all of the foregoing costs (excluding real estate taxes and assessments) to cover Landlord's administrative and overhead costs. Tenant shall pay to Landlord, on a monthly basis, with its rent payment, 1/12th of its estimated share of Common Area Maintenance (based on the prior year's costs and expenses) subject to reconciliation when the actual bill for such year is sent, with the additional payment, if any due Landlord being paid within thirty (30) days of tenant's receipt of said bills. If the bill shows an overpayment, said amount shall be credited against Tenant's next CAM bill(s).

The annual Common Area Maintenance statement sent by Landlord shall be binding upon Tenant unless Tenant, within thirty (30) days of its receipt of same, notifies Landlord with specificity of its objections to same. Tenant shall keep confidential the data/information in such statements.

ARTICLE VII. UTILITIES AND SERVICES

Section 7.01 Utilities Charges.

Tenant agrees to pay, as additional rent, directly to the authority charged with the collection thereof, all charges for water, gas, electricity, telephone and other utilities used or consumed in the Premises. Except as otherwise provided in Exhibit B, if any, for the installation thereof, Tenant shall make its own arrangements for such utilities and Landlord shall be under no obligation to furnish any utilities to the Premises and shall not be liable for any interruption or failure in the supply of any such utilities to the Premises, nor shall any interruption or failure entitle Tenant to an abatement of rent. If a charge shall be made from time to time by the public authority having jurisdiction of the Premises for the use of the sanitary sewer system, Tenant shall pay the share thereof equitably apportioned to the Premises as and when billed. Tenant agrees it will at all times keep sufficient heat in the Premises to prevent the pipes therein from freezing.

ARTICLE VIII. TENANT'S ADDITIONAL COVENANTS

Section 8.01 Affirmative Covenants

Tenant covenants at its expense at all times during the Lease Term and such further time as Tenant occupies the Premises or any part thereof:

Section 8.02 Use

To use the Premises only for the Permitted Uses and to operate its business in the Premises under its trade name, if any. Tenant shall promptly furnish Landlord with copies of all its licenses and permits and notices of violations from all governmental bodies and recommendations from its insurance carriers.

Section 8.03 Conduct of Business

To conduct its business at all times in a high grade and reputable manner so as to produce the maximum volume of sales and transactions and to help establish and maintain a high reputation for the Center; except when and to the extent that the Premises are not able to be occupied by reason of damage by fire or other casualty, to use for the Permitted Uses all of the Premises other than such minor portions thereof as are reasonably required for uses accessory thereto; to use such accessory space only in connection with the business conducted by Tenant in the Premises; to carry a full and complete stock of seasonable merchandise; not to install coin-operated vending machines or similar devices for the sale of goods or services; to maintain adequate trained personnel for efficient service to the customers; to keep open for business during all business hours on all business days when other stores containing a majority of the selling floor area in the Center are open for business; to light its display windows and signs from dusk until 12 o'clock midnight on all business days; and to store in the Premises only such merchandise as is to be offered for sale at retail within a reasonable time after receipt; not to offer for sale or conduct its business in any manner which in Landlord's reasonable opinion, is lewd, obscene, offensive or degrading.

Section 8.04 Rules and Regulations

To store all trash and refuse within the Premises and to attend to the daily disposal thereof in the manner designated by Landlord; and to keep its dumpster and area surrounding same sealed and locked and in a clean and sanitary condition; to keep all drains inside the Premises clean; to receive and deliver goods and merchandise only in the manner and areas designated by Landlord; and to conform to all uniform and reasonable rules and regulations which Landlord may make in the management and use of the Center, and to require such conformance by Tenant's employees, vendors, licenses, contractors and invitees. Landlord shall have no liability to Tenant for the breach by any other tenant of any rules or regulations.

Section 8.05 Maintenance

Tenant shall at its expense keep, maintain, repair and replace the interior of the Premises, and all heating, air conditioning, electrical, plumbing and other equipment in or serving the Premises exclusively, and all permitted signs, clean, neat and in good order, repair and condition; and damage by fire or other casualty covered by Landlord's insurance excepted, at Tenant's expense, to keep all glass, including that in windows, doors and skylights, clean and in good condition, and to replace any glass which may be injured or broken with glass of the same quality within 72 hours of breakage. Tenant shall no less often than every 5 years paint the interior of the premises and replace flooring/carpeting. If the HVAC system services the premises exclusively, Tenant shall have the same inspected and serviced at least twice annually by a reputable HVAC contractor and shall promptly furnish Landlord with copies of the service/inspection reports, as well as with a copy of the service contract. As to any system, equipment or other items not serving the premises exclusively, Tenant agrees to use same only in the manner for which it was intended, and not in any way to do anything which would be likely to cause it to fail.

If Tenant operates a restaurant or prepares food at the premises, Tenant shall, at its cost, regularly maintain a grease trap and/or grease container adequate to remove all fats and/or waste constituents from wastewater generated in the course of its business. Tenant shall have same inspected by a reputable company licensed to perform such inspections quarterly and shall promptly furnish Landlord a copy of such report. Any required corrective work shall be performed within seven (7) days of the notice / report and certification of the correction of same from the inspecting company shall be promptly given to the Landlord. In the event that Tenant is not complying with the provisions of this Section in Landlord's sole discretion, then Landlord may (but is not obligated to) install and regularly maintain a grease trap at the Premises as Landlord may deem appropriate and/or to hire an inspector at Tenant's sole cost and expenses. Tenant agrees that Landlord has the right to inspect Tenant's maintenance records at any time, that Tenant will cooperate fully with Landlord in making these records immediately available for inspection, and that Tenant will fully cooperate and assist Landlord in preventing, detecting, investigating, and correcting any damage or impact to the Premises or to the property of which the Premises are a part arising out of the presence or absence of a grease trap as required hereunder.

Tenant shall be responsible for the cost of any maintenance, cleaning, repair or replacement of any septic or other system (including the storm drains) servicing the Premises or the property of which the Premises are a part necessitated by Tenant's failure to install or properly use or maintain a grease trap adequate for Tenant's use of the Premises as required above, or otherwise necessitated by Tenant's failure to properly dispose of such waste.

Tenant agrees that Landlord and/or Landlord's agents shall have the right to enter the Premises at any time during ordinary business hours to assess whether Tenant is complying with the provisions of this Section pertaining to the installation and maintenance of a grease trap. In the event that Tenant is not maintaining adequate maintenance records in Landlord's sole reasonable discretion, or is otherwise not complying with the provisions of this Section with respect to the installation and maintenance of a grease trap, then Landlord shall have the right to retain the services of a consultant at Tenant's expense to monitor Tenant's compliance with this Section. Tenant's obligations with respect to the installation and maintenance of a grease trap set forth in this Section shall survive expiration or earlier termination of this Lease.

Tenant shall arrange for monthly pest and rodent control measures at the Premises, and shall provide evidence thereof to Landlord from time to time upon Landlord's request. Should any extraordinary pest control measures become necessary as a result of Tenant's use and occupation of the Premises, then Tenant shall be responsible for all costs incurred by Landlord as a result thereof.

Tenant acknowledges and agrees that any default in the terms of this Section 8.05 shall be deemed a material breach of the terms and conditions of this Lease. Notwithstanding anything to the contrary contained elsewhere in this Lease, in the event that Tenant fails to cure any default in the terms of this Section within ten (10) days of receipt of notice from Landlord, then this Lease shall immediately terminate and Landlord shall be entitled to all of the rights and remedies against Tenant set forth elsewhere in this Lease.

Section 8.06 Compliance with Law

To make all repairs, alterations, additions or replacements to the Premises required by any law or ordinance or any order or regulation of any public authority because of Tenant's use of the Premises; to keep the Premises equipped with all safety appliances so required because of such use; to procure any licenses and permits required for any such use; to pay all municipal, county or state taxes assessed against the leasehold interest hereunder, or personal property of any kind owned by or placed in, upon or about the Premises by Tenant; and to comply with the orders and regulations of all governmental authorities, except that Tenant may defer compliance so long as the validity of any such law, ordinance, order or regulation shall be

contested by Tenant in good faith and by appropriate legal proceedings, if Tenant first gives Landlord assurance satisfactory to Landlord against any loss, cost or expense on account thereof.

Section 8.07 Payment for Tenant's Work

To pay promptly when due the entire cost of any work to the Premises undertaken by Tenant and to bond against or discharge any liens for labor or materials within 10 days after written request by Landlord; to procure all necessary permits before undertaking such work and to furnish Landlord with copies of same; and to do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental and insurance requirements.

Section 8.08 Indemnity and Liability Insurance

To defend with counsel approved by Landlord, save harmless and indemnify Landlord from all claims or damage to or of any person or property (a) caused by, due to or resulting from Tenant's breach of any of its lease obligations or violations or breach of any governmental law, ordinance, requirement or condition, (b) while on the Premises unless arising from the omission, fault, negligence or other misconduct of Landlord, and (c) from all claims or damage to or of any person or property anywhere occasioned by any omission, fault, neglect, or other misconduct of Tenant, its agents, employees, and contractors; to maintain in responsible companies qualified to do business in the state in which the Center is located and in good standing therein public liability insurance covering the Premises insuring and naming Landlord as well as Tenant, as insureds with limits which shall, at the commencement of the Lease Term, be at least equal to those stated in Section 1.01 and from time to time during the Lease Term shall be for such higher limits, if any, as are customarily carried with respect to similar properties in the area where the Center is located, and Workmen's Compensation Insurance with statutory limits covering all of Tenant's employees working in the Premises, and to deposit promptly with Landlord certificates for such insurance, and all renewals thereof, bearing the endorsement that the policies will not be canceled until after 30 days' written notice to Landlord.

Section 8.09 Hazard Insurance

To maintain in responsible companies qualified to do business in the state in which the Center is located and in good standing therein plate glass insurance covering all exterior plate glass in the Premises and "All-Risk property insurance in an amount equal to replacement cost. Tenant shall also maintain in such insurance companies rental insurance in an amount sufficient to cover the then current one (1) year's Annual Rent."

Section 8.10 Landlord's Right to Enter

To permit Landlord and its agents: to examine the Premises at reasonable times; to show the Premises to prospective purchasers, lenders and tenants; and to enter the Premises to make such repairs, alterations and replacements as Landlord is required, or may elect, to make, without in any way entitling Tenant to a rent abatement or termination right.

Section 8.11 Personal Property at Tenant's Risk

That all of the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises or elsewhere in the Center, shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water, snow, ice or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by the act or neglect of any other tenant, by theft or from any other cause, no part of said loss or damage is to be charged to or to be born by Landlord, and Tenant shall not be entitled to any rent abatement or termination right, except that Landlord shall in no event be indemnified

or held harmless or exonerated from any liability to Tenant or to any other person, for any injury, loss, damage or liability to any extent prohibited by law.

Section 8.12 Payment of Landlord's Cost of Enforcement

To pay on demand Landlord's expenses, including reasonable attorneys' fees, incurred in enforcing any obligation of or breach by Tenant under this Lease.

Section 8.13 Yield Up

At the expiration of the Lease Term or earlier termination of this Lease: to remove all trade fixtures and personal property and all interior partitions installed by Tenant and such other installations made by Tenant as Landlord may request and/or Tenant may elect, to repair any damage caused by such removal, and to remove all Tenant's signs wherever located and to surrender all keys to the Premises and yield up the Premises (except for such interior partitions installed by Tenant and such other installations made by Tenant as Landlord shall request Tenant, and/or Tenant shall elect, to remove), broom-clean and in the same good order and repair in which Tenant is obliged to keep and maintain the Premises by the provisions of this Lease. Any property not so removed shall be conclusively deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine (without any obligation to account therefore) and Tenant shall pay Landlord the entire cost and expense incurred by it in effecting such removal and disposition and in making any incidental repairs and replacements to the Premises. Tenant shall further indemnify Landlord against all loss, cost and damage resulting from Tenant's failure and delay in surrendering the Premises as above provided. In the event that Tenant does not timely vacate and surrender the premises as herein provided, in addition to all the rights and remedies which Landlord may have under this Lease and at law and in equity, Tenant shall be deemed a tenant at sufferance and shall be liable to pay minimum and additional rent at a rate equal to 120% of the amounts set forth elsewhere in this Lease, to help compensate Landlord for the additional costs and lost revenues which it may incur, and not as a penalty.

Section 8.14 Negative Covenants

Tenant covenants at all time as Tenant occupies the Premises or any part thereof:

(a) Assignment, Subletting, etc.

Not without on each occasion first obtaining the written approval of Landlord and reimbursing Landlord its costs and expenses (including reasonable attorneys' fees) in connection therewith, to assign, transfer, mortgage or pledge this Lease or sublease (which term shall be deemed to include the granting of concessions and licenses and the like) or permit any other person (other than a bona fide employee having no financial interest or investment in the business) or entity to operate, manage or control all or any part of the Premises or business, or permit any other person or entity to share in the profits or losses of the business, or suffer or permit this Lease or the leasehold estate hereby created or any other rights arising under this Lease to be assigned, transferred or encumbered, in whole or in part, whether voluntarily, involuntarily or by operation of law, or permit the occupancy of the Premises by anyone other than Tenant. Any attempted assignment, transfer, mortgage, pledge, operation, sublease or other encumbrance, without such prior written consent shall, at Landlord's option, be void. No assignment, transfer, mortgage operation, sublease or other encumbrance, whether or not approved, and no indulgence granted by Landlord to any assignee, or other party or sub-lessee, shall in any way impair the continuing primary liability (which after an assignment shall be joint and several with the assignee) of Tenant hereunder, and no approval in a particular instance shall be deemed to be a waiver of the obligation to obtain Landlord's approval in the case of any other assignment, subletting, transfer, mortgage, operation or encumbrance.

(b) Overloading, Nuisance, etc.

Not to injure, overload, deface or otherwise harm the Premises; nor commit any nuisance; nor permit the emission of any objectionable noise or odor; nor burn any trash or refuse within the Center; nor make any use of the Premises which is improper, offensive or contrary to any law or ordinance or which will invalidate or increase the cost of any of Landlord's insurance; nor use any advertising medium that may constitute a nuisance, such as loud-speakers, sound amplifiers, phonographs or radio or television broadcasts in a manner to be heard outside the Premises; nor conduct any auction, fire, "going out of business" or bankruptcy sale; nor do any act tending to injure the reputation of the Center; nor sell or display merchandise on, or store or dispose of trash or refuse on, or otherwise obstruct, the driveways, walks, malls, parking areas and other common areas in the Center; nor park trucks or delivery vehicles outside the Premises so as to interfere unreasonably with the use of any driveways, walks, malls or parking area; nor permit Tenant's officers or employees to use any parking areas other than those designated by Landlord for such use; nor use the malls and walks for any purpose other than pedestrian traffic.

(c) Installation, Alteration or Additions

Not to make any installations, alterations or additions (except only the installation of fixtures necessary for the conduct of its business), nor permit the making of any holes in the walls, partitions, ceilings or floors, nor permit the painting or placing of any exterior signs, placards or other advertising media, awnings, aerials, antennas or flagpoles, or the like, without on each occasion obtaining prior written consent of Landlord, and then only pursuant to plans and specifications approved by Landlord and the appropriate governmental authorities in advance in each instance. Tenant shall furnish Landlord with a copy of the building permit as well as copies of the insurance certificates from its contractors(per section 1.01) prior to commencing any work. Roof signs will not be permitted or any other sign the highest point of which is higher than the roof level of the building to which it is affixed and that all signs will be required to be consistent with the general design of the Center in appropriate proportion to the size of the store fronts and not protruding from the side of the buildings to which they are affixed. With regard to signage, Landlord may remove Tenant's signage in order to make required repairs or alterations or additions which Landlord deems necessary or desirable provided Landlord replaces same in the same or similar location. Landlord shall have no liability to Tenant nor shall Tenant be entitled to any rent abatement during the period that the sign is down. Tenant also agrees at its expense to comply with any new signage program for the Center.

(d) Non-Competition

Not to open or permit any corporation, firm, partnership, trust, association or other person or entity affiliated with Tenant, directly or indirectly, to open, another business of the kind conducted in the Premises within a radius of three (3) miles from the Premises or anywhere within the municipality within which the Center is located. This Section 8.14(d) does not apply to the continued conduct of any business now being operated by Tenant or such affiliate within such area, but does apply to any increase in size of the premises devoted to such business. In addition and without prejudice to any other legal or equitable remedy otherwise available to Landlord for breach of this covenant, in the event of such breach Landlord may, at its election, require that any and all sales made at, in, on or from any such prohibited location be included in the computation of the Percentage Rent due hereunder with the same force and effect as though such sales had actually been made at, in, on or from the Premises.

ARTICLE IX. CASUALTY OR TAKING

Section 9.01 Landlord to Repair or Rebuild

In case the Premises or any part thereof shall be damaged or destroyed by fire or other casualty, or ordered to be demolished by the action of any public authority in consequence of a fire or other casualty, or taken by any exercise of the right of eminent domain, this Lease shall, unless it is terminated as provided below in Section 9.02 below or Section 9.03 below, remain in full force and effect and Landlord shall at its expense, proceeding with all reasonable dispatch, repair or rebuild the Premises, or what may remain thereof, so as to restore them (not including Tenant's fixtures, furniture, furnishings, floor coverings and equipment) as nearly as practicable to the condition they were in immediately prior to such damage, destruction, or taking, but Landlord shall not be required to expend in such repair or rebuilding more than the proceeds of insurance or award of damages, if any, actually received by Landlord or with respect to such damage, destruction or taking, less Landlord's reasonable expenses incurred in collecting such proceeds or award, as the case may be. Tenant shall at its own expense proceeding with all reasonable dispatch, repair or replace such of its fixtures, furniture, furnishings, floor coverings and equipment as may be required as a result of such damage, destruction or taking.

Section 9.02 Right to Terminate in Event of Casualty

In case (a) the building in which the Premises are situated is substantially destroyed or damaged by fire or other casualty insured under any fire and extended coverage insurance policy carried by Landlord as to render more than 50 percent of the ground floor area of the Premises untenable, (b) the Premises are destroyed or materially damaged during the last two years of the Lease Term, or (c) the Premises or said building shall be destroyed or materially damaged by any casualty other than one covered by such insurance policy, then, and in any of such cases, Landlord may at its election, exercisable by written notice given to Tenant within sixty (60) days after such destruction or damage, terminate this Lease as of the date designated by Landlord in such notice, which designated date shall be not less than fifteen (15) days nor more than thirty (30) days after the date of such notice.

Section 9.03 Termination in Event of Taking

If all the Premises are taken by eminent domain this Lease shall terminate when Tenant is required to vacate the Premises. If by a taking the floor area of the Premises is reduced by more than 20% thereof, this Lease may at the option of either party be terminated as of the date when Tenant is required to vacate the portion of the Premises so taken, by written notice given to the other not more than thirty (30) days after the date on which the party desiring to terminate receives notice of the taking. If by a taking the floor area of the building in which the Premises are situated is reduced by more than twenty percent (20%), this Lease may at the option of Landlord be terminated as of the date when the tenants or occupants of the portion of said building so taken are required to vacate the same, by giving written notice to Tenant not more than thirty (30) days after the day on which Landlord receives notice of the taking.

Section 9.04 Landlord Reserves Award

Landlord reserves and excepts all rights to awards for damages to the Premises and the leasehold hereby created now accrued or hereafter accruing (not including a separate award for Tenant's moving expenses, if any, or awards for damages to Tenant's trade fixtures, interior partitions installed by Tenant and other installations made by Tenant which Tenant is entitled to remove upon termination of this Lease) by reason of any exercise of the right of eminent domain, or by reason of anything lawfully done in pursuance of any public or other authority; and by way of confirmation Tenant grants to Landlord all Tenant's rights to such awards and covenants to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request.

Section 9.05 Abatement of Rent

In the event of any casualty not due to the act or neglect of Tenant, its employees, agents, invitees, licensees, lessees or contractors, a just proportion of the Annual Fixed Rent payable hereunder, according to the nature and extent of the injury, shall be abated until Landlord's completion of repairs or rebuilding or termination of this Lease, as the case may be; and in the case of a taking which permanently reduces the area of the Premises, or if following a casualty the restored Premises are smaller in area than the original area of the Premises, a just proportion of the Annual Rent shall be abated for the remainder of the Lease Term.

ARTICLE X. DEFAULTS

Section 10.01 Events of Default

Events of Default: (a) If Tenant shall default in the performance of any of its obligations to pay rent, Annual, Percentage, or other money due Landlord, hereunder and if such default shall continue for ten days after the same is due, or (b) if Tenant shall breach any of the provisions of Section 8.07 above, Section 8.14(a) above, Section 8.14(c) above or Section 12.06 below or any other section which contains a specific cure period and Tenant shall not have cured such breach within the time provided, if any, set forth in said specific section, or (c) if within thirty days after written notice from Landlord to Tenant specifying any other default or defaults Tenant has not commenced diligently to correct the default or defaults so specified or has not thereafter diligently pursued such correction to completion, except that as to anything that causes, results in or poses a hazardous situation, if Tenant does not immediately after receiving such notice as is appropriate under the circumstances commence curing same and prosecuting same to completion, or (d) if any assignment shall be made by Tenant or any guarantor of Tenant for the benefit of creditors, or (e) if Tenant's leasehold interest shall be taken on execution, or (f) if a petition is filed by Tenant or any guarantor of Tenant for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or (g) if an involuntary petition under any of the provisions of said Bankruptcy Act is filed against Tenant or any guarantor of Tenant and such involuntary petition is not dismissed within thirty (30) days thereafter, (h) or if the premises are vacant or dark for more than 15 days, then, and in any of such cases, Landlord lawfully may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter terminate the Lease on notice to Tenant and without demand or notice and with or without process of law (forcibly, if necessary) enter into and upon the Premises or any part thereof in the name of the whole or mail a notice of termination addressed to Tenant at the Premises, and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove its and their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such entry or mailing as aforesaid this Lease shall terminate, Tenant hereby waiving all statutory rights (including without limitation rights of redemption, if any, to the extent such rights may be lawfully waived) and Landlord, without notice to Tenant, may store Tenant's effects, and those of any person claiming through or under Tenant at the expense and risk of Tenant, and, if Landlord so elects, may sell such effects at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant if any, and pay over the balance, if any, to Tenant.

Section 10.02 Remedies

In the event that this Lease is terminated under any of the provisions contained in Section 10.01 or shall be otherwise terminated for breach of any obligation of Tenant, Tenant covenants to pay forthwith to Landlord, after notice from Landlord to that effect, as compensation, the excess of the total rent reserved for the residue of the Lease Term over the rental value of the Premises for said residue of the Lease Term. In calculating the rent reserved there shall be included, in addition to the Annual Rent, Percentage Rent and all additional rent, as well as the value of all other considerations agreed to be paid or performed by Tenant for said residue. Tenant further covenants as an additional and cumulative obligation after any such ending

to pay punctually to Landlord all the sums and perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant under the next foregoing covenant Tenant shall be credited with any amount paid to Landlord as compensation as in this Section 10.02 provided and also with the net proceeds of any rent obtained by Landlord by re-letting the Premises (but in no event to exceed the rent due from Tenant), after deducting all Landlord's expenses in connection with such re-letting including, without limitation, all repossession costs, brokerage commissions, fees for legal services and expenses of preparing the Premises for such re-letting, it being agreed by Tenant that Landlord may (i) re-let the Premises or any part or parts thereof, for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Lease Term and may grant such concessions and free rent as Landlord in its sole judgment considers advisable or necessary to re-let the same and (ii) make such alterations, repairs and decorations in the Premises as Landlord in its reasonable judgment considers advisable or necessary to re-let the same, and no action of Landlord in accordance with the foregoing or failure to re-let or to collect rent under re-letting shall operate or be construed to release or reduce Tenant's liability as aforesaid. For the purpose of this Section 10.02, Percentage Rent for any period after such termination by Landlord shall be deemed to have continued thereafter at a monthly rate equal to one-twelfth of the Percentage Rent payable by Tenant with respect to the last full twelve-month period immediately preceding such termination. Landlord may also, by written notice to Tenant, at any time after this Lease is terminated under any of the provisions contained in Section 10.01 or is otherwise terminated for breach of any obligation of Tenant and before such full recovery, elect to recover, and Tenant shall thereupon pay, as liquidated damages, an amount equal to the aggregate of the Annual Minimum Rent and Percentage Rent and additional rent payable under Section 5.01 above and Section 6.03 above which would have been due through the lease expiration date (had Landlord not terminated same) plus the amount of rent of any kind accrued and unpaid at the time of termination and less the amount of any recovery by Landlord under the foregoing provisions of this Section up to the time of payment of such liquidated damages. Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

Section 10.03 Remedies Cumulative

Any and all rights and remedies which Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

Section 10.04 Landlord's Right to Cure Defaults

Landlord may, but shall not be obligated to, cure at any time following ten days' prior written notice to Tenant, except in cases of emergency when no notice shall be required, any default breach or by Tenant under this Lease; and whenever Landlord so elects, all costs and expenses incurred by Landlord, including reasonable attorneys' fees, in curing a default, breach, or in enforcing its rights under this Lease shall be paid by Tenant to Landlord on demand.

Section 10.05 Effect of Waivers of Default

No consent or waiver, express or implied, or failure to insist on strict performance by Landlord to or of any subsequent breach of any covenant, condition or duty of Tenant shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

ARTICLE XI. SECURITY DEPOSIT

Section 11.01 Security Deposit

Landlord acknowledges receipt from Tenant of the Security Deposit to be held by Landlord, as security, without interest, for and during the Lease Term, which deposit shall be returned to Tenant at the termination of this Lease provided there has been no breach of the undertakings of Tenant. In no instance shall the amount of the Security Deposit be considered a measure of liquidated damages. Landlord may apply all or any part of the Security Deposit in total or partial satisfaction of any default by Tenant. The application of all or any part of the Security Deposit to any obligation or default of Tenant under this Lease shall not deprive Landlord of any other rights or remedies Landlord may have nor shall such application by Landlord constitute a waiver by Landlord. If all or any part of the Security Deposit is applied to an obligation of Tenant hereunder, Landlord shall have the right to call upon Tenant to restore the Security Deposit to its original amount by giving notice to Tenant and Tenant shall immediately restore the Security Deposit by payment thereof to Landlord. Tenant shall not have the right to call upon Landlord to apply all or any part of the Security Deposit to cure any default or fulfill any obligation of Tenant, but such use shall be solely in the discretion of Landlord. Upon any conveyance by Landlord of its interest under this Lease, the Security Deposit may be turned over by Landlord to Landlord's grantee or transferee, and upon any such delivery of the deposit, Tenant hereby releases Landlord herein named of any and all liability with respect to the Security Deposit, its application and return, and Tenant agrees to look solely to such grantee or transferee, and it is further understood that this provision shall also apply to subsequent grantees and transferees. Landlord may commingle the Security Deposit with similar funds from other tenants. No fiduciary relationship is established by virtue of said deposit. If, as and when the Annual Rent increases, Tenant shall increase the amount of said deposit so that it equals the then current rental.

ARTICLE XII. MISCELLANEOUS PROVISIONS

Section 12.01 Notice from One Party to the Other

Any notice from Landlord to Tenant or from Tenant to Landlord shall be deemed duly served if mailed by registered or certified mail addressed, or delivered by a recognized delivery or courier service, or by fax, to the fax number furnished by the other party, if to Tenant, at the Original Address of Tenant or such other address as Tenant shall have last designated by notice in writing to Landlord and, if to Landlord, at the Original Address of Landlord or such other address as Landlord shall have last designated by notice in writing to Tenant.

Section 12.02 Quiet Enjoyment

Landlord agrees that upon Tenant's paying the rent and performing and observing the agreements, conditions and other provisions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises during the Lease Term without any manner of hindrance or molestation from Landlord, subject, however, to the terms of this Lease and to any mortgage which may be superior to this Lease.

Section 12.03 Brokerage

Landlord and Tenant agree that there is no Broker associated with the execution of this Lease

Section 12.04 Lease Not To Be Recorded

Tenant agrees that it will not record this Lease. Both parties shall, upon the request of either, execute and deliver a notice or short form of this Lease in such form, if any, as may be permitted by applicable statute. If this Lease is terminated before the Term expires the parties shall execute, deliver and record an instrument acknowledging such fact and the actual date of termination of this Lease, and Tenant hereby

appoints Landlord its attorney-in-fact in its name and behalf to execute such instrument if Tenant fails to do so.

Section 12.05 Bind and Inure, Limitation of Landlord's Liability

The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that only the original Landlord named herein shall be liable for obligations accruing before the beginning of the Lease Term, and thereafter the original Landlord named herein and each successive owner of the Premises shall be liable only for obligations accruing during the period of its ownership. The obligations of Landlord shall be binding only upon the assets of Landlord that comprise the Center but neither upon other assets of Landlord nor upon Landlord personally nor on anyone signing on behalf of Landlord.

Section 12.06 Voting Control of Tenant

If, at any time during the term of this Lease, Tenant is: (i) a corporation or a trust (whether or not having shares of beneficial interest) and there shall occur any change in the identity of any of the persons then having power to participate in the election or appointment of the directors, trustees or other persons exercising like functions and managing the affairs of Tenant; or

- (i) a partnership or association or otherwise not a natural person (and is not a corporation or a trust) and there shall occur any change in the identity of any of the persons who then are members of such partnership or association or who comprise Tenant;
- (ii) an individual and Tenant shall breach any of the provisions of Section 12.06 hereof,

Tenant shall so notify Landlord and Landlord may terminate this Lease by notice to Tenant given within ninety (90) days thereafter. Landlord may also terminate this Lease in the event Tenant violates any of the above provisions and fails to notify Landlord of its actions. This Section 12.06 shall not apply if the initial Tenant named herein is a corporation and the outstanding voting stock thereof is listed on a recognized securities exchange.

Section 12.07 Acts of God

In any case where either party hereto is required to do any act (other than Tenant's obligation to pay rent or other sums due Landlord), delays caused by or resulting from Acts of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations or other causes beyond such party's reasonable control shall not be counted in determining the time during which such act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time".

Section 12.08 Waiver of Subrogation

All insurance which is carried by either party with respect to the Premises, whether or not required, shall include provisions which either designate the other party as an insured or deny to the insurer acquisition by subrogation of rights of recovery against the other party to the extent such rights have been waived by the insured party prior to occurrence of loss or injury, insofar as, and to the extent that such provisions may be effective without making it impossible to obtain insurance coverage from responsible companies qualified to do business in the state in which the Premises are located (even though extra premium may result there from). In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If at the request of one party, this non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this sub-section shall derogate from or otherwise affect releases elsewhere herein contained of either party for claims. Each party shall

be entitled to receive duplicates or certificates of any policies containing such provisions. Each party hereby waives all rights of recovery against the other for loss or injury against which the waiving party is protected by insurance containing said provisions, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered by such insurance. Neither party shall acquire as insured under any insurance carried by the other any right to participate in the adjustment of loss or to receive insurance proceeds and agrees upon request promptly to endorse and deliver to the other party any checks or other instruments in payment of loss in which it is named as payee.

Section 12.09 Status Certificate.

Tenant agrees from time to time, upon not less than fifteen days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and is full force and effect and that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Annual Rent and Percentage Rent and any other additional rent and charges and to perform its other covenants under this Lease (or, if there have been any modifications that the same is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets, or counterclaims, setting them forth in reasonable detail), and the dates to which the Annual Rent and Percentage Rent and any other additional rent and charges have been paid. Tenant acknowledges that any prospective purchaser or mortgagee of the Premises or the Center or any prospective assignee of any such mortgage may rely on any statement delivered pursuant to this Section 12.09.

Section 12.10 Rights of Mortgagee and Subordination

No holder of a mortgage shall be liable either as mortgagee or as assignee, to perform, or be liable in damages for failure to perform, any of the obligations of Landlord unless and until such holder shall have acquired indefeasible title to the Premises and then only subject to and with the benefit of the provisions of Section 12.05 above.

This Lease shall be subject and subordinate to any mortgage now or hereafter upon the mortgaged Premises by Landlord.

No assignment or sublease by Tenant of this Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the rent, change the Lease Term, or otherwise materially change the rights of Landlord under this Lease, or to relieve Tenant of any obligations or liability under this Lease, shall be valid unless consented to by Landlord's mortgagees of record, if any.

No Annual Rent, Percentage Rent, additional rent, or any other charge shall be paid more than ten days prior to the due date thereof and payments made in violation of this provision shall (except to the extent that such payments are actually received by a mortgagee) be a nullity as against such mortgagee and Tenant shall be liable for the amount of such payments to such mortgagee.

No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's mortgagees of record, if any, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights; and (ii) such mortgagees, after receipt of such notice, have failed or refused to correct or cure the condition complained of within a reasonable time thereafter; but nothing contained in this Section 12.10 shall be deemed to impose any obligation on any such mortgagees to correct or cure any such condition. "Reasonable time" as used above means and includes a reasonable time to obtain possession of the mortgaged premises if the mortgagee elects to do so and a reasonable time to correct or cure the condition if such condition is determined to exist. Tenant agrees on request of Landlord to execute and deliver from time to time any agreement that may reasonably be deemed necessary to implement the provisions of this Section 12.10. The covenants and agreements contained in this Lease with respect to the rights, powers and benefits of

a mortgagee (particularly, without limitation thereby, the covenants and agreements contained in this Section 12.10) constitute a continuing offer to any person, corporation or other entity becoming the mortgagee of the mortgaged premises, and such mortgagee is hereby constituted an obligee of Tenant to the same extent as though its name was written hereon as such; and such mortgagee shall be entitled to enforce such provisions in its own name.

Section 12.11 No Accord and Satisfaction

No acceptance by Landlord of a lesser sum than the Annual Rent, Percentage Rent, additional rent or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge be deemed binding on Landlord or an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease and at law provided.

Section 12.12 Applicable Law and Construction

This Lease shall be governed by and construed in accordance with the laws of the state in which the Center is located. If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law. There are no oral or written agreements between Landlord and Tenant affecting this Lease. Only instruments in writing executed by Landlord and Tenant may amend this Lease. Landlord shall not be deemed, in any way or for any purpose, to have become, by the execution of this Lease or any action taken hereunder, a partner of Tenant in its business or otherwise a joint venturer or a member of any enterprise with Tenant. The titles of the several articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease. If there be more than one tenant the obligations imposed by this Lease upon Tenant shall be joint and several. Landlord and Tenant hereby waive their rights to a trial by jury.

Section 12.13 Warranties

It is agreed that no warranties or representations, either express or implied in law or in fact have been made by Landlord.

Section 12.14 Hazardous Material Storage and Disposal.

Tenant covenants and agrees to comply with all federal, state and local laws and by-laws and rules and regulations there under governing the use, storage and disposal of hazardous materials and oil (as hereinafter defined) and in connection therewith Tenant agrees that it shall:

- (i) not store or use (except in compliance with all laws, ordinances and regulations pertaining thereto and after obtaining all required governmental licenses and permits), or dispose of any hazardous material or oil on the Premises;
- (ii) neither directly nor indirectly transport or arrange for the transport of any hazardous material or oil (except in compliance with all laws, ordinances and regulations pertaining thereto and after obtaining all required governmental licenses and permits);
- (iii) provide Landlord with written notice: (i) upon the Tenant's obtaining knowledge of any potential or known release, or threat of release, of any hazardous material or oil at or from the Premises; (ii) upon Tenant's receipt of any notice to such effect from any federal, state or other governmental authority; or (iii) upon Tenant's obtaining knowledge of any occurrence of any expenses of loss by such governmental authority in connection with the assessment, containment or removal of

any hazardous material or oil for which expenses or loss Tenant may be liable or for which expenses a lien may be imposed on the Premises.

In the event that tenant fails to comply with the requirements of any applicable federal, state or other governmental law with respect to the use, treatment, disposal or storage of hazardous materials or oil on the Premises, Landlord may, at its election, but without obligation to do so, take any and all actions which it deems necessary to cure said failure of compliance and any and all amounts paid as a result thereof, together with interest thereon at the highest rate allowed by law from the date of payment, shall be immediately due and payable by Tenant to Landlord; or Landlord by the payment of any assessment, claim or charge may, if it sees fit, be thereby subrogated to the rights of any governmental agency or authority having a claim against Tenant, but such payment shall not be deemed to relieve Tenant from any default hereunder or impair any right or remedy with respect thereto.

The terms "hazardous material(s)", "oil," "release," and threat or release" shall have the same meanings given those terms by any local, state or federal environmental statute, regulation, ordinance or law.

The breach by Tenant of any of the foregoing shall be conclusively deemed a default by Tenant entitling Landlord, on notice to Tenant and with no opportunity to Tenant to cure such breach, to terminate this Lease without waiving and specifically reserving all rights and remedies afforded it under this Lease and by law.

Tenant further agrees to defend (with counsel approved by Landlord), indemnify and hold harmless Landlord from and against any and all liability occasioned by Tenant's use, handling, storage, transportation or disposal of any and all oil, hazardous substance or hazardous material as set forth in this Section. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

Section 12.15 Submission not an Option

The submission of the Lease or a summary of some or all of its provisions for examination does not constitute a reservation of or option for the Premises, or an offer to lease, it being understood and agreed that this Lease shall not bind Landlord in any manner whatsoever until it has been approved and executed by Landlord and delivered to Tenant.

Section 12.16 Option to Extend

The named Tenant herein only shall have the option to extend this Lease for () successive period(s) of () years by notice in writing given to Landlord not less than Six (6) nor more than twelve (12) months prior to the end of the original term or any extended term, as the case may be, provided that at the time of exercise of this option through the commencement of the option period Tenant is not in default in the performance or observance of any of the covenants, agreements, terms, provisions or conditions contained herein and on its part to be performed or which written notice has been given to Tenant. All of the covenants, agreements, terms, provisions and conditions of this Lease (except the option contained in this Article) shall apply during the extended term. Time is of the essence of this Section as well as every other section of this Lease. Landlord may, at its discretion, waive Tenant's default upon giving notice thereof to Tenant.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS the execution hereof in three or more counterparts and under seal on the day and year first above written.

LANDLORD: J&N WHITINSVILLE TRUST

BY: L Vinios

LOUIS N. VINIOS, TRUSTEE

TENANT:

BY: Dimple A Desai

DIMPLE A DESAI, President

DOUGLASPAK INC



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

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: DOUGLASPAK INC

Address: 7 SHERYL DR

City/State/Zip: SHELLESBURY, MA 01545 Phone #: 978-509-9115

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 5 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☒ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: GRAPHIC ARTS MUTUAL INSURANCE

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # 5.021343 Expiration Date: 03/10/2018

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Daniel A. Deoai Date: _____

Phone #: 978-509-9115

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ Phone #: _____



DOUGL-5

OP ID: AD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER W.M. F. Borhek Insurance Agency 311 Plymouth Street Halifax, MA 02338 Todd A. Morse, CIC		781-293-6331		CONTACT NAME: Todd A. Morse, CIC	
				PHONE (A/C, No, Ext): 781-293-6331	FAX (A/C, No): 781-293-2171
				E-MAIL ADDRESS: toddmorse@borhekinsurance.com	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Graphic Arts Mutual Insurance	
				INSURER B: Ohio Security Insurance Compan	
				INSURER C:	
				INSURER D:	
				INSURER E:	
				INSURER F:	

INSURED
Douglaspak, Inc.
392 Northeast Main St Trust
7 Sheryl Drive
Shrewsbury, MA 01545

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		BZS 57884181	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor \$ 1mil/2mil COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BZS 57884181	04/01/2017	04/01/2018	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5021343	03/10/2017	03/10/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property			BZS 57884181	04/01/2017	04/01/2018	Contents 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
J&N Whitinsville Trust is additional insured interest being landlord for 159 Church Street, Douglas, MA 01516

CERTIFICATE HOLDER

CANCELLATION

J&N Whitinsville Trust
159 Church Street
Whitinsville, MA 01588

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Todd A. Morse, CIC



DOUGL-5

OP ID: TM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WM. F. Borhek Insurance Agency 311 Plymouth Street Halifax, MA 02338 Todd A. Morse, CIC	781-293-6331	CONTACT NAME: Todd A. Morse, CIC	PHONE (A/C, No, Ext): 781-293-6331	FAX (A/C, No): 781-293-2171
		E-MAIL ADDRESS: toddmorse@borhekinsurance.com		
INSURED Douglaspak, Inc. 392 Northeast Main St Trust 7 Sheryl Drive Shrewsbury, MA 01545	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: Graphic Arts Mutual Insurance			25984
	INSURER B: Ohio Security Insurance Compan			
	INSURER C:			
	INSURER D:			
	INSURER E:			
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		BZS 57884181	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor \$ 1mil/2mil
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BZS 57884181	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5021343	03/10/2017	03/10/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property			BZS 57884181	04/01/2017	04/01/2018	Building 382,000 Contents 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 - Additional Remarks Schedule, may be attached if more space is required)
Store Location: 159 Church Street, Whitinsville, MA 01588, Town of Northbridge listed as additional insured.

CERTIFICATE HOLDER

CANCELLATION

Town of Northbridge
7 Main Street
Whitinsville, MA 01588

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Todd A. Morse, CIC

EMERGANCY CONTACT INFORMATON

**DIMPLE A DESAI
DOUGLAS VILLAGE PACKAGE STORE**

Emergency contact phone #

978-509-9115

508-982-5035

Hours of Operation:

MONDAY-SATURDAY.....8AM-11PM

SUNDAY.....10AM-11PM

Premise is alarmed.

Do not click Back-Space to leave this window

Certificate of Completion

This Certificate of Completion of
eTTIPS Off Premise 3.0
For coursework completed on March 9, 2017
provided by Health Communications, Inc.
is hereby granted to:

Dimple Desai

Certification to be sent to:

DOUGLASPAK INC

7 Shervl Dr

Shrewsbury MA, 01545-3911 USA



HEALTH COMMUNICATIONS, INC.

This document is not proof of TTIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.



TOWN OF NORTHBRIDGE PUBLIC HEARING NOTICE

Notice is hereby given under Chapter 138, Section 15A of the M.G.L.'s, that the Northbridge Board of Selectmen will hold a public hearing on **Monday, April 10, 2017, at 7:10 PM** in the Selectmen's Meeting Room, Northbridge Town Hall, 7 Main Street, Whitinsville, MA, concerning the application to transfer the All Alcohol Package Store license from Douglas Package Store Inc. d/b/a Arcade Package Store [David Wnukowski], located at 185 Church Street, Unit 16-6, Whitinsville, MA 01588 to Douglaspak, Inc. d/b/a Arcade Package Store [Chanjay Amin, Manager]. The description of the premises is as follows: 1 story, 1600 Sq. Ft. of retail space in "Town Plaza," with one front and one rear entrance/exit.

James R. Marzec, Chairman
Northbridge Board of Selectmen
March 30, 2017

NTM License Slips

Row 1

Current Status On Agenfa for 4/10/17

Done

License ID: NTM#16028

License Type: Package All Alcohol

Description: Douglasspak Inc d/b/a Arcade Package Store is requesting to transfer Package Store All Alcohol license from Douglas Package Store Inc d/b/a Arcade Package Store [David Wnukowski, Mgr.], 185 Church Street, Unit 1, Whitinsville to Douglasspak, Inc d/b/a Arcade Package Store [Mr. Chanjay Amin, Mgr.]

Business: Douglas Package Store Inc d/b/a Arcade Package Store

Applicant: Mr. Chanjay Amin, Mgr.

Address: 185 Church Street

Approval Target 04/05/17

Slip Started on: 03/27/17 9:29 AM

PLANNING
Approve: ✓

PLANNING
Comments: N/A -Not Applicable

POLICE
Approve: ✓

POLICE
Comments:

FIRE Approve: ✓

FIRE Comments:

BUILDING
ZONING
Approve: ✓

BUILDING
ZONING
Comments: Approved 4/4/2017

CONSERVATION
Approve: ✓

CONSERVATION approved - not applicable to state and town wetland regulations.
Comments:

HEALTH ✓
Approve:

HEALTH Applicant has applied for Retail Food and Tobacco Sales Permits -
Comments: permits are pending transfer of license. All set with Board of Health.

ASSESSORS ✓
Approve:

ASSESSORS No Issues. Bob Fitzgerald-Assessors 4/4/17
Comments:

TREASURER ✓
COLLECTOR
Approve:

TREASURER
COLLECTOR
Comments:

Comments

approved - not applicable to state and town wetland regulations.
bkinney@northbridgemass.org on 04/05/17 8:54 AM

Approved 4/4/2017
jsheehan@northbridgemass.org on 04/04/17 1:47 PM

No Issues. Bob Fitzgerald-Assessors 4/4/17
rfitzgerald@northbridgemass.org on 04/04/17 4:19 PM

Phone: _____

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF NORTHBRIDGE

APPLICATION FOR COMMON VICTUALLER LICENSE

A2

TO THE LICENSING AUTHORITIES:

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto
(FULL NAME OF PERSON, FIRM OR CORPORATION MAKING APPLICATION):

DOUGLASPAK INC

STATE CLEARLY PURPOSE FOR WHICH LICENSE IS REQUESTED: [Common Victualler]

TO: 185 CHURCH STREET, WHITINSVILLE,
MA 01588

GIVE LOCATION BY STREET AND NUMBER:

AT: MONDAY-SATURDAY 8AM - 11PM
SUNDAY 10AM - 11PM

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

LIST THE DAYS AND HOURS OF PROPOSED OPERATION:

DURING: _____

Dimple A Desai
(Signature of Applicant)

Mailing Address:

Print Name: DIMPLE DESAI

Address: 7 SHERYL DRIVE

City: SHREWSBURY

State, Zip: MA 01545

Received: 3/22/17 3PM
(Date) (Time)

This license will expire on December 31 of the current year and must be renewed annually prior to January 1.

Official Use only

Date License Granted: _____

**MASSACHUSETTS DEPARTMENT OF REVENUE
REVENUE ENFORCEMENT AND PROTECTION (REAP) ATTESTATION**

I hereby declare under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

DOUGLASPAK INC

*Signature of individual or Corporate Names (Mandatory)

DIMPLE DESAI

Dimple A Desai

By: Corporate Officer (Mandatory, if applicable)

81-5105770

** Social Security Number or Federal Identification Number

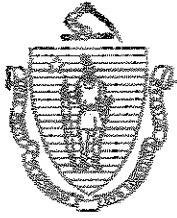
* This license will not be issued unless this certification clause is signed by the applicant.

**Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation.

This request is made under the authority of M.G.L. Chapter 62C, Section 49A.

Please sign form and return to:

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



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

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: DOUGLASPAK INC

Address: 7 SHERYL DRIVE

City/State/Zip: SHREWSBURY, MA 01545 Phone #: 978-509-9115

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 5 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☒ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____ Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Dimple A. Dora Date: _____

Phone #: 978-509-9115

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: Northbridge Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ Phone #: 508-234-2095



DOUGL-5

OP ID: AD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER WM. F. Borhek Insurance Agency 311 Plymouth Street Halifax, MA 02338 Todd A. Morse, CIC	781-293-6331	CONTACT NAME: Todd A. Morse, CIC	
		PHONE (A/C, No, Ext): 781-293-6331	FAX (A/C, No): 781-293-2171
		E-MAIL ADDRESS: toddmorse@borhekinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Graphic Arts Mutual Insurance	25984
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Douglaspak, Inc.
392 Northeast Main St Trust
7 Sheryl Drive
Shrewsbury, MA 01545

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					\$ \$ \$ \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	5021343	03/10/2017	03/10/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

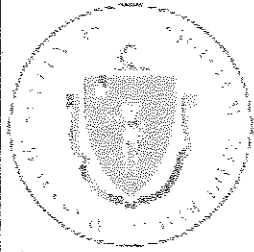
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Store Location: 159 Church Street, Whitinsville, MA 01588

CERTIFICATE HOLDER**CANCELLATION**

Town of Whitinsville
Town of Northbridge
7 Main Street
Whitinsville, MA 01588

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Todd A. Morse, CIC



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02, 950 CMR 1.13.16)

Identification Number: 001257887

ARTICLE I

The exact name of the corporation is:

DOUGLASSPAK, INC

ARTICLE II

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

ARTICLE III

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	200,000	\$0.00	0

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

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

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

ARTICLE VI

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: DIMPLE A DESAI
No. and Street: 7 SHERYL DRIVE
City or Town: SHREWSBURY State: MA Zip: 01545 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	DIMPLE A DESAI	7 SHERYL DR SHREWSBURY, MA 01545 USA
TREASURER	DIMPLE A DESAI	7 SHERYL DR SHREWSBURY, MA 01545 USA
SECRETARY	DIMPLE A DESAI	7 SHERYL DR SHREWSBURY, MA 01545 USA
DIRECTOR	DIMPLE A DESAI	7 SHERYL DR SHREWSBURY, MA 01545 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

LIQUOR, TOBACCO, SMOKE, AND CONVENIENCE STORE

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

No. and Street: 7 SHERYL DRIVE
City or Town: SHREWSBURY State: MA Zip: 01545 Country: USA

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

No. and Street: 7 SHERYL DRIVE

City or Town: SHREWSBURY

State: MA

Zip: 01545

Country: USA

which is

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

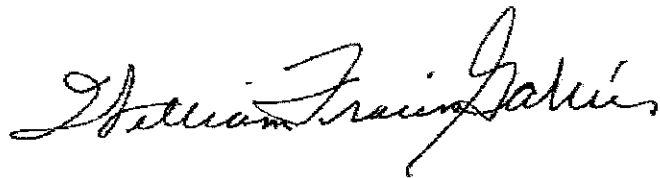
Signed this 25 Day of January, 2017 at 3:49:11 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

DIMPLE A DESAI

THE COMMONWEALTH OF MASSACHUSETTS

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

January 25, 2017 03:48 PM

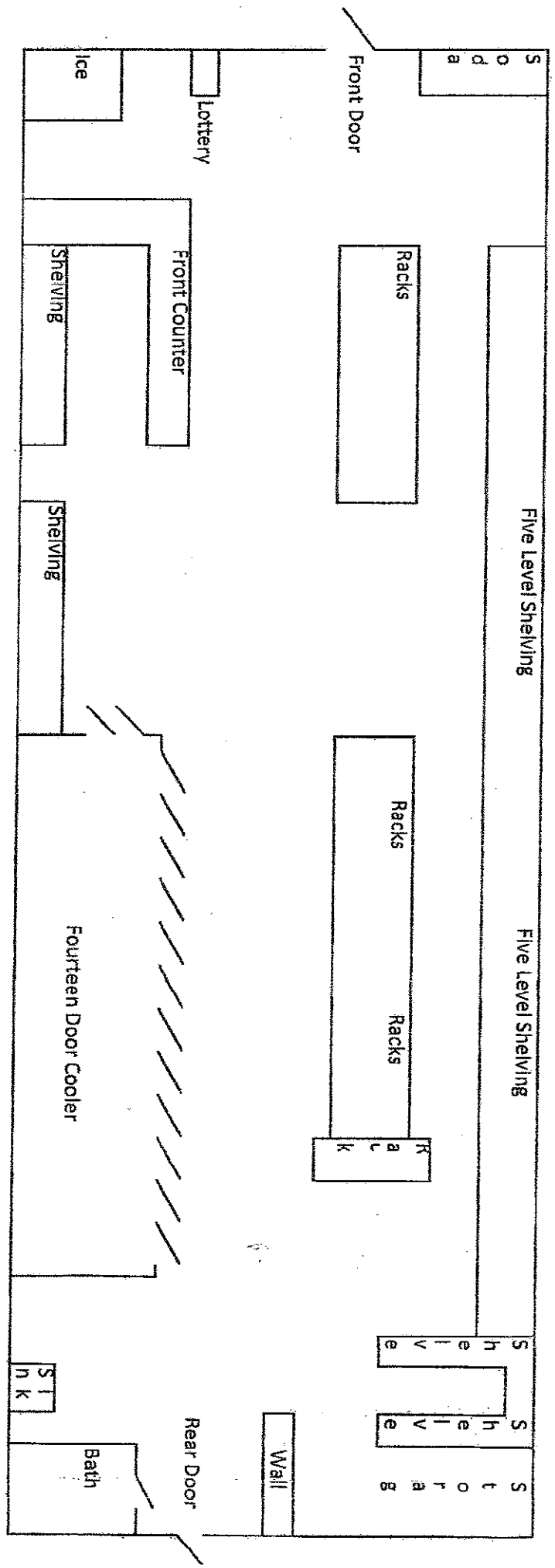
A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

ARCADE PACKAGE STORE

185 Church Street, Whitinsville MA 02062



Store is Eighty (80) feet deep by Twenty (20) feet wide or 1600 Sq. Ft.

EMERGENCY CONTACT INFORMATION

DIMPLE A DESAI ARCADE PACKAGE STORE

Emergency contact phone #

978-509-9115

508-982-5035

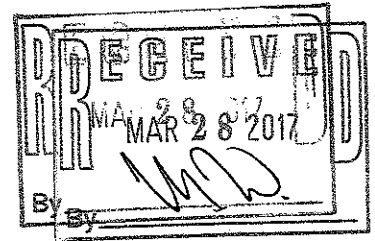
Hours of Operation:

MONDAY-SATURDAY.....8AM-11PM

SUNDAY.....10AM-11PM

Premise is alarmed.

William J. Mello Jr.
8 Sprague Street
Northbridge, MA 01534



B

March 28, 2017

To: Mr. Theodore Kozak
Town Manager
Town of Northbridge
Town Hall
7 Main Street
Whitinsville, MA 01588

Dear Mr. Kozack

As I am moving from Northbridge, MA to Kingston, MA, I will be resigning from my memberships as a member of the following: The Northbridge Disability Commission and The Northbridge Historical District Study Committee.

Living here in the Town of Northbridge for about ten years has been an opportunity to participate in providing a modicum of "giving" to the needs the community. Both my late wife Phyllis Dipalma and I enjoyed being members of this community that has been good to us.

I would also appreciate if you would convey to the Board of Selectmen, The Town Department Heads and The Town Employees my appreciation for their efforts in serving the Town of Northbridge.

Sincerely

William J. Mello Jr.

Melissa Wetherbee

From: Sharon Susienka <ssusienka@northbridgemass.org>
Sent: Thursday, March 23, 2017 10:09 AM
To: 'Stephanie Bentley'
Cc: Melissa Wetherbee
Subject: RE: Boot Drive

Hi Stephanie.

At this time, there is nothing scheduled for any of the periods you listed below so please pick a date and we will schedule you to come to a Selectmen's meeting. There is a Selectmen's meeting on Monday evening at 7pm so if you can come up with a date/time and can make the meeting, I will need to know before 3pm today because the agenda has to be posted.

Thank you.

*Sharon L. Susienka
Exec. Asst. to the Town Manager
Town of Northbridge
Phone: 508-234-2095
Fax: 508-234-7640*

*Sat June 2, 2018
9AM - 12PM
Rain date: June 9, 2018*

From: Stephanie Bentley [mailto:sbentley@nps.org]
Sent: Thursday, March 23, 2017 7:37 AM
To: ssusienka@northbridgemass.org
Subject: Re: ?

-No conflict

I would like to put in request to do a boot drive for September 2017, October 2017 or November 2017 or Spring 2018. I have been working with NPS administration since January to start a food pantry at NHS. Thirty-one percent of our students are on free & reduced lunch and have food insecurity. Do you need anything else?

Stephanie Bentley, M.Ed
Social Studies Department
Northbridge High School, Social Studies
(508) 234 - 6221 Ext. 2103
Find assignments and notes on my personal
website: <https://sites.google.com/a/nps.org/mrsbentley/home>

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D

SPRING ANNUAL TOWN MEETING WARRANT - 5/2/17 - 7:00 PM

	Presenter		Selectmen	Finance Committee	Town Meeting
Article 1.	Selectmen	Support	_____	_____	_____
Prior year bills		Non-support	_____	_____	_____
		No Position	_____	_____	_____
		Pass Over	_____	_____	_____
Article 2.	Selectmen	Support	_____	_____	_____
FY '17 Budget Adjustments		Non-support	_____	_____	_____
		No Position	_____	_____	_____
		Pass Over	_____	_____	_____
Article 3.	Finance Comm.	Support	_____	_____	_____
FY18 Omnibus Budget Article		Non-support	_____	_____	_____
		No Position	_____	_____	_____
		Pass Over	_____	_____	_____
Article 4.	Selectmen	Support	_____	_____	_____
FY '18 Sewer Enterprise Fund		Non-support	_____	_____	_____
		No Position	_____	_____	_____
		Pass Over	_____	_____	_____
Article 5.	Selectmen	Support	_____	_____	_____
FY '18 Water Enterprise Fund		Non-support	_____	_____	_____
		No Position	_____	_____	_____
		Pass Over	_____	_____	_____
Article 6.	Selectmen	Support	_____	_____	_____
Chapter 90		Non-support	_____	_____	_____
		No Position	_____	_____	_____
		Pass Over	_____	_____	_____
Article 7.	Selectmen	Support	_____	_____	_____
FY '18 authorize Treas/Coll. to enter into		Non-support	_____	_____	_____
Compensating Balance Agreements w/banks		No Position	_____	_____	_____
		Pass Over	_____	_____	_____
Article 8.	Selectmen	Support	_____	_____	_____
Amend general bylaws by adding a new section		Non-support	_____	_____	_____
to establish and authorize revolving funds for		No Position	_____	_____	_____
use by certain town depts.		Pass Over	_____	_____	_____
Article 9.	Selectmen	Support	_____	_____	_____
Transfer to Compensated Absences Fund		Non-support	_____	_____	_____
		No Position	_____	_____	_____
		Pass Over	_____	_____	_____

Article 10. Selectmen Transfer from Stabilization Fund to the Compensated Absences Fund for FY18	Support	_____	_____	_____
	Non-support	_____	_____	_____
	No Position	_____	_____	_____
	Pass Over	_____	_____	_____
Article 11. Selectmen Transfer from Pine Grove Trust Fund to fund the operations of the cemetery for FY18	Support	_____	_____	_____
	Non-support	_____	_____	_____
	No Position	_____	_____	_____
	Pass Over	_____	_____	_____
Article 12. Selectmen Transfer from Town Building Maintenance Fund For maintenance of town-owned buildings	Support	_____	_____	_____
	Non-support	_____	_____	_____
	No Position	_____	_____	_____
	Pass Over	_____	_____	_____
Article 13. Selectmen Transfer local meals tax funds to OPEB Trust Fund	Support	_____	_____	_____
	Non-support	_____	_____	_____
	No Position	_____	_____	_____
	Pass Over	_____	_____	_____
Article 14. Selectmen Transfer funds to Healthcare Reimbursement Account to offset medical costs and expenses of town employees	Support	_____	_____	_____
	Non-support	_____	_____	_____
	No Position	_____	_____	_____
	Pass Over	_____	_____	_____
Article 15. Selectmen Transfer funds to Stabilization Fund	Support	_____	_____	_____
	Non-support	_____	_____	_____
	No Position	_____	_____	_____
	Pass Over	_____	_____	_____
Article 16. Selectmen Repairs to brick facade [Fire Dept. Headquarters]	Support	_____	_____	_____
	Non-support	_____	_____	_____
	No Position	_____	_____	_____
	Pass Over	_____	_____	_____
Article 17. Planning Board Amend Zoning Bylaw [Table of Use Regulations] An allowed use by Special Permit within the B-2 Zoning District: "To allow commercial stables, kennels, or veterinary hospital in which all animals, fowl or other forms of life are completely enclosed in pens or other structures".	Support	_____	_____	_____
	Non-support	_____	_____	_____
	No Position	_____	_____	_____
	Pass Over	_____	_____	_____
Article 18. Planning Board Temporary moratorium on Recreational Marijuana Establishments	Support	_____	_____	_____
	Non-support	_____	_____	_____
	No Position	_____	_____	_____
	Pass Over	_____	_____	_____
Article 19. Selectmen Purchase and install energy reduction equipment and other appurtenances at certain town and school buildings	Support	_____	_____	_____
	Non-support	_____	_____	_____
	No Position	_____	_____	_____
	Pass Over	_____	_____	_____

Article 20. School Committee	Support			
Funding to replace entry doors at the Middle	Non-support			
School and the purchase of technology for all	No Position			
schools	Pass Over			
Article 21. Selectmen	Support			
Purchase and installation of energy reduction	Non-support			
Equipment and other appurtenances at the	No Position			
WWTP and other pump stations	Pass Over			
Article 22. Selectmen	Support			
Finance the work recommended as a result of the	Non-support			
Town's Comprehensive Wastewater Management	No Position			
Plan: improvements to the sewer collection	Pass Over			
system; sealing/replacing leaking manhole covers; relining/replacement of deficient/cracked/broken sewer lines.				
Article 23. Selectmen	Support			
Road/Sidewalk Repair, Maintenance, Preser-	Non-support			
vation & Reconstruction Program	No Position			
	Pass Over			
Article 24. Selectmen	Support			
Hook & Load Packer (Leaf Removal) truck	Non-support			
	No Position			
	Pass Over			
Article 25. Selectmen	Support			
Sidewalk Bombardier (Snow Removal) vehicle	Non-support			
	No Position			
	Pass Over			
Article 26. Selectmen	Support			
Community Preservation Act – Also requires	Non-support			
a vote at the Annual Town Election	No Position			
	Pass Over			
Article 27. Disability Comm.	Support			
Acceptance of MGL c. 40, s. 8J	Non-support			
	No Position			
	Pass Over			
Article 28. Disability Comm.	Support			
Acceptance of MGL c. 40 s. 22G, which will	Non-support			
Allow the Commission to receive and use the	No Position			
Funds collected from handicapped parking fines	Pass Over			

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF NORTHBRIDGE
WARRANT FOR SPRING ANNUAL TOWN MEETING
TRANSACTION OF TOWN BUSINESS
TUESDAY, MAY 2, 2017 - 7:00 P.M.**

WORCESTER, ss:

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

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify the Inhabitants of the Town of Northbridge, qualified to vote in Town elections and Town affairs, to meet in the Northbridge Middle School Auditorium on Linwood Avenue, in Whitinsville, in said Northbridge, Massachusetts, on Tuesday, May 2, 2017 at 7:00 o'clock P.M., then and there to act on the following articles:

ARTICLE 1: (Board of Selectmen)

To see if the Town will vote to raise and appropriate and/or transfer from available funds in the Treasury and/or transfer from the unexpended appropriated funds of one or more of the departments of the Town the following sums of money and authorize the payment of prior year bills:

or take any other action relative thereto.

ARTICLE 2: (Board of Selectmen)

To see if the Town will vote to amend the votes taken under Article 3 of the 2016 Spring Session of the Annual Town Meeting (May 3, 2016), and under Article 2 of the 2016 Fall Session of the Annual Town Meeting (October 25, 2016), appropriations and transfers under the Omnibus Budget Article; or take any other action relative thereto.

ARTICLE 3: (Finance Committee)

To see if the Town will vote to raise and appropriate and/or transfer from available funds in the Treasury and/or transfer from the Health Insurance Stabilization Fund such sums of money not to exceed \$41,809,025 to defray the necessary and usual expenses of the several departments of the Town for FY 2018, beginning July 1, 2017 and ending June 30, 2018; or take any other action relative thereto.

ARTICLE 4: (Board of Selectmen)

To see if the Town will vote to raise and appropriate and/or transfer from the Retained Earnings Account of the Sewer Enterprise Fund a sum of money to operate the Sewer Enterprise Operation of the Department of Public Works for FY 2018; or take any other action relative thereto.

ARTICLE 5: (Board of Selectmen)

To see if the Town will vote to raise and appropriate and/or transfer from the Retained Earnings Account of the Water Enterprise Fund a sum of money to operate the Water Enterprise Operation of the Department of Public Works for FY 2018; or take any other action relative thereto.

ARTICLE 6: (Board of Selectmen)

To see if the Town will vote to appropriate a sum of money and such additional funds as may become available from the Commonwealth's Department of Transportation, Chapter 90 Bond Issue proceeds, to be used by the Department of Public Works for the repair and maintenance of Town roads in conformance with MGL and further to see if the Town will vote to meet said appropriation by borrowing and to authorize the Treasurer/Collector, with approval of the Board of Selectmen, to issue bonds or notes of the Town therefor in anticipation of the receipt of said State Aid; or take any other action relative thereto.

ARTICLE 7: (Board of Selectmen)

To see if the Town will vote to authorize the Treasurer/Collector to enter into a compensating balance agreement or agreements for FY 2018, pursuant to Chapter 44, Section 53F of the M.G.L.; or take any other action relative thereto.

ARTICLE 8: (Board of Selectmen)

To see if the Town will vote, pursuant to the provisions of Massachusetts General Laws Chapter 44, §53E ½, as most recently amended; to amend the general by-laws of the Town by adding a new section to establish and authorize revolving funds for use by certain town departments, boards, committees, agencies or officers, specifying the departmental receipts to be credited to each fund, the departmental

purposes or programs for which each fund may be expended, and the entity authorized to expend each fund, such bylaw to provide as follows:

Section ____, Revolving Funds

There are hereby established in the Town of Northbridge pursuant to the provisions of G.L. c.44, §53E½, the following Revolving Funds:

<u>Program or Purpose</u>	<u>Representative or Board Authorized to Spend</u>	<u>Department Receipts</u>
Playgrounds and Recreation – Field Maintenance and Improvements, Equipment Rental, Support Facilities	Playground & Recreation Commission	Grants, Donations, Program User Fees, Fund Raising Proceeds
Food Health and Safety - Inspections, Plan Reviews, Supplies, and Administrative Costs	Board of Health	Food Related Permit Fees, Plan Review Fees, Non-Compliance Fees
Compost Site – Monitoring/Monitor's Salary, Supplies, Administrative Costs	Board of Health	Fees from Compost Site Stickers

Expenditures from each revolving fund set forth herein shall be subject to the limitation established annually by Town Meeting or any increase therein as may be authorized in accordance with G.L. c.44, § 53E½.

And, further, to set FY2018 spending limits for such revolving funds as follows:

<u>Program or Purpose</u>	<u>FY 2018 Spending Limit</u>
Playgrounds and Recreation	\$20,000
Food Health and Safety	\$20,000
Compost Site	\$10,000

or take any other action relative thereto.

ARTICLE 9: (Board of Selectmen)

To see if the Town will vote to amend the votes taken under Article 3 of the 2016 Spring Session of the Annual Town Meeting (May 3, 2016), and under Article 2 of the 2016 Fall Session of the Annual Town Meeting (October 25, 2016), appropriations and transfers under the Omnibus Budget Article, by transferring a sum of money to the Compensated Absences Fund; or take any other action relative thereto.

ARTICLE 10: (Board of Selectmen)

To see if the Town will vote to raise and appropriate, and/or transfer from available funds in the Treasury, and/or transfer from the undesignated fund balance (free cash), and/or transfer from the Stabilization Fund a sum of money for the Compensated Absences Fund for FY 2018; or take any other action relative thereto.

ARTICLE 11: (Board of Selectmen)

To see if the Town will vote to appropriate and transfer a sum of money from the Pine Grove Cemetery Trust to fund operations of the Pine Grove Cemetery for FY 2018 beginning July 1, 2017 and ending on June 30, 2018, said funds to be expended under the direction of the Director of Public Works; or take any other action relative thereto.

ARTICLE 12: (Board of Selectmen)

To see if the Town will vote to appropriate and transfer a sum of money from the Town Building Maintenance Fund, established pursuant to Chapter 438 of the Acts of 2012, for maintenance of Town-owned buildings and facilities in Fiscal Year 2018; or take any other action relative thereto.

ARTICLE 13: (Board of Selectmen)

To see if the Town will vote to raise and appropriate and/or transfer from available funds in the Treasury, a sum of money representing the Funds received in FY 2017 related to the collection of the local restaurant meals tax; said funds to be transferred to the Other Post-Employment Benefits [OPEB] Trust Fund; or take any other action relative thereto.

ARTICLE 14: (Board of Selectmen)

To see if the Town will vote to raise and appropriate, and/or to transfer from the undesignated fund balance (free cash), and/or transfer a sum of money from available funds in the Treasury, for the creation of a Healthcare Reimbursement Account to offset medical costs and expenses for employees of the Town of Northbridge and to allow the Town to meet its obligation to the Town's collective bargaining units in exchange for various health insurance plan design changes; or take any other action relative thereto.

ARTICLE 15: (Board of Selectmen)

To see if the Town will vote to raise and appropriate, and/or to transfer from the undesignated fund balance (free cash), and/or amend the votes taken under Article 3 of the 2016 Spring Session of the Annual Town Meeting (May 3, 2016), and under Article 2 of the 2016 Fall Session of the Annual Town Meeting (October 25, 2016), appropriations and transfers under the Omnibus Budget Article, to transfer a sum of money to the Stabilization Fund; or take any other action relative thereto.

ARTICLE 16: (Board of Selectmen)

To see if the Town will vote to raise and appropriate, and/or transfer from the undesignated fund balance (free cash), a sum of money for repairs to the brick facade and associated repairs to the front (Main Street side) of the Fire Department Headquarters, 193 Main Street, Whitinsville; or take any other action relative thereto.

ARTICLE 17: (Planning Board)

To see if the Town will vote to amend the Zoning Bylaw, Section 173-12 [Table of Use Regulations] by designating "Commercial stables, kennels or veterinary hospital in which all animals, fowl or other forms of life are completely enclosed in pens or other structures" as a use allowed by special permit (S) within the Business-Two (B-2) Zoning District, as follows:

USE	ZONING DISTRICT											
	R-1	R-2	R-3	R-4	R-5	R-6	B-1	B-2	B-3	I-1	I-2	H
Agricultural:												
Commercial stables, kennels or veterinary hospital in which all animals, fowl or other forms of life are completely enclosed in pens or other structures	S	S	S	S	—	S	--	<u>S</u>	—	--	--	--

Or take any other action relative thereto.

ARTICLE 18: (Planning Board)

To see if the Town will vote to amend the Zoning Bylaw by adding a new Section _____ entitled, "Temporary Moratorium on Recreational Marijuana Establishments", that would provide as follows, and further to amend the Bylaw's Table of Contents to add said Section _____, "Temporary Moratorium on Recreational Marijuana Establishments" as follows:

Temporary Moratorium on Recreational Marijuana Establishments

Section _____ Purpose

On November 08, 2016, the voters of the Commonwealth approved a law regulating the cultivation, processing, distribution, possession and use of marijuana for recreational purposes (new G.L. c. 94G, Regulations of the Use and Distribution of Marijuana Not Medically Prescribed). The law, which allows certain personal use and possession of marijuana, took effect on December 15, 2016 and (as amended on December 30, 2016; Chapter 351 of the Acts of 2016) requires a Cannabis Control Commission to issue regulations regarding the licensing of commercial activities by March 15, 2018, and to begin accepting applications for licenses on April 1, 2018. Currently, a non-medical Marijuana Establishment hereinafter, a "Recreational Marijuana Establishment"), as defined in G.L. c. 94G; §1, is not specifically addressed in the Zoning Bylaw. Regulations to be promulgated by the Cannabis Control Commission may provide guidance on certain aspects of local regulation of Recreational Marijuana Establishments.

The regulation of recreational marijuana raises novel legal, planning, and public safety issues, and the Town needs time to study and consider the regulation of Recreational Marijuana Establishments and address such issues, as well as to address the potential impact of the State regulations on local zoning and to undertake a planning process to consider amending the Zoning Bylaw regarding regulation of Recreational Marijuana Establishments. The Town intends to adopt a temporary moratorium on the use of land and structures in the Town for Recreational Marijuana Establishments so as to allow sufficient time to address the effects of such structures and uses in the Town and to enact bylaws in a consistent manner.

Section _____ Definition

"Recreational Marijuana Establishment" shall mean a "marijuana cultivator, marijuana testing facility, marijuana product manufacturer, marijuana retailer or any other type of licensed marijuana-related business."

Section _____ Temporary Moratorium

For the reasons set forth above and notwithstanding any other provision of the Zoning Bylaw to the contrary, the Town hereby adopts a temporary moratorium on the use of land or structures for a Recreational Marijuana Establishment and other uses related to recreational marijuana. The moratorium shall be in effect through November 30, 2018 or until such time as the Town adopts Zoning Bylaw amendments that regulate Recreational Marijuana Establishments, whichever occurs earlier. During moratorium period, the Town shall undertake a planning process to address the potential impacts of recreational marijuana in the Town, and to consider the Cannabis Control Commission regulations regarding Recreational Marijuana Establishments, and shall consider adopting new Zoning Bylaws in response to these new issues; or take any action relative thereto.

ARTICLE 19: (Board of Selectmen)

To see if the Town will vote to raise and appropriate, and/or to transfer from the undesignated fund balance (free cash), a sum of money to be expended under the direction of the Board of Selectmen and the School Department, for the purpose of purchasing and installing energy reduction equipment and other appurtenances at certain Town and School Department buildings; or take any other action relative thereto.

ARTICLE 20: (School Committee)

To see if the Town will vote to raise and appropriate, and/or transfer from the unexpended undesignated fund balance (free cash), and/or transfer from the Stabilization Fund, and/or transfer from other available funds or funds in the Treasury a sum of money for the purpose of replacing entry doors at the Northbridge Middle School and purchasing technology for the Northbridge Elementary School, W. Edward Balmer Elementary School, Northbridge Middle School and Northbridge High School, said funds to be expended under the direction of the School Committee; or take any other action relative thereto.

ARTICLE 21: (Board of Selectmen)

To see if the Town will vote to raise and appropriate, and/or transfer funds from the Retained Earnings Account of the Sewer Enterprise Fund, a sum of money to be expended under the direction of the Director of Public Works, for the purpose of purchasing and installing energy reduction equipment and other appurtenances at the Wastewater Treatment Plant and other pump stations; or take any other action relative thereto.

ARTICLE 22: (Board of Selectmen)

To see if the Town will vote to appropriate and/or transfer funds from the Retained Earnings Account of the Sewer Enterprise Fund, a sum of money to be expended under the direction of the Director of Public Works, for the purpose of financing work recommended as a result of the Town's Comprehensive Wastewater Management Plan (CWMP) and infiltration & inflow reports to perform the 1st segment of a multi-year program to make physical improvements to the Town's sewer collection system, including the sealing/replacement of leaking manhole structures and relining/replacement of deficient/cracked/broken sewer lines; or take any other action relative thereto.

ARTICLE 23: (Board of Selectmen)

To see if the Town will vote to raise and appropriate, and/or transfer from the undesignated fund balance (free cash), and/or borrow a sum of money for the purpose of a Road & Sidewalk Repair, Maintenance, Preservation and Re-Construction Program, said sum to be expended under the direction of the

Department of Public Works; or take any other action relative thereto.

ARTICLE 24: (Board of Selectmen)

To see if the Town will vote to raise and appropriate, and/or to transfer from the undesignated fund balance (free cash), a sum of money for the purpose of financing the purchase of a Hook & Load Packer (Leaf Removal) truck and appurtenances for use by the Highway Division of the Department of Public Works; or take any other action relative thereto.

ARTICLE 25: (Board of Selectmen)

To see if the Town will vote to raise and appropriate, and/or to transfer from the undesignated fund balance (free cash), a sum of money for the purpose of financing the purchase of a Sidewalk Bombardier (Snow Removal) vehicle and appurtenances for use by the Highway Division of the Department of Public Works; or take any other action relative thereto.

ARTICLE 26: (Board of Selectmen)

To see if the Town will vote to accept Sections 3 to 7, inclusive, of Chapter 44B of the General Laws, otherwise known as the Massachusetts Community Preservation Act, by approving a surcharge on real property for the purposes permitted by said Act, including the acquisition, creation and preservation of open space, the acquisition, preservation, rehabilitation and restoration of historic resources, the acquisition, creation, preservation, rehabilitation and restoration of land for recreational use, the acquisition, creation, preservation and support of community housing, and the rehabilitation and restoration of such open space and community housing that is acquired or created as provided under said Act; to determine the amount of such surcharge on real property as a percentage of the annual real estate tax levy against real property and the fiscal year in which such surcharge shall commence; and to determine whether the Town will accept any of the exemptions from such surcharge permitted under Section 3(e) of said Act; or to take any other action relative thereto.

ARTICLE 27: (Disability Commission)

To see if the Town will vote to accept the provisions of Section 8J of Chapter 40 of the Massachusetts General Laws in order to establish a Disability Commission; or take any other action relative thereto.

ARTICLE 28: (Disability Commission)

To see if the Town will vote to accept the provisions of Section 22G of Chapter 40 of the Massachusetts General Laws in order to allow funds collected from handicapped parking fines to be given to the Northbridge Disability Commission to be used solely for the benefit of persons with disabilities; or take any other action relative thereto.

And you are directed to serve this warrant by posting attested copies thereof at the Whitinsville Post Office and the Salvation Army, in Whitinsville, all in Precinct 1; Gary's Variety and the Northbridge Post Office in Northbridge, all in Precinct 2; Town Clerk's Office and 1Quickstop in Whitinsville, all in Precinct 3; and the Whitinsville Social Library and Town Hall Annex in Whitinsville, all in Precinct 4; twenty-eight (28) days at least before the time and place of meeting aforesaid.

WHEREOF FAIL NOT, and make due return of the warrant, with your doings thereon, to the Town Clerk at the time and place of said meeting. GIVEN under our hand this 27th day of March in the year Two Thousand Seventeen.

SELECTMEN OF NORTHBRIDGE

James R. Marzec, Chairman

Charles Ampagoomian, Jr., Vice Chairman

Daniel J. Nolan

Thomas J. Melia

James J. Athanas

WORCESTER, SS Northbridge

Date:

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

Constable, Town of Northbridge

FY 17
Appropriation

FY 18 Budget
Requests

3.30.17

LINE # ACCOUNT NAME
GENERAL GOVERNMENT

RAISE AND APPROPRIATE

1 SELECTMEN

1A Personnel

5,150

5,150

By allocating \$1,150 to the Chairman and \$1,000 to each of the other 4 Selectmen

1B Expenses

121,485

121,485

Total Selectmen

126,635

126,635

2 TOWN MANAGER

2A Personnel

249,468

268,888

2B Expenses

12,509

12,509

Total Town Manager

261,977

281,397

3 FINANCE COMMITTEE

3B Expenses

15,000

15,000

Total Finance Committee

15,000

15,000

4 TOWN ACCOUNTANT

4A Personnel

115,945

120,767

4B Expenses

15,350

15,350

Total Town Accountant

131,295

136,117

5 ASSESSORS

5A Personnel

160,928

166,072

5B Expenses

14,025

14,831

Total Assessors

174,953

180,903

6 TREASURER/COLLECTOR

6A Personnel

150,109

163,049

APPROPRIATE FROM PARKING TICKET RECEIPTS

6A Personnel

5,000

5,000

RAISE AND APPROPRIATE

6B Expenses

61,650

34,700

Total Treasurer/Collector

216,759

202,749

7 INFORMATION SYSTEMS

7A Personnel

73,616

75,091

7B Expenses

88,688

96,188

Total Information Systems

162,304

171,279

8 TOWN CLERK/ELECTIONS

8A Personnel

118,120

121,958

8B Expenses

42,645

29,440

Total Town Clerk/Elections

160,765

151,398

		FY 17 Appropriation	FY 18 Budget Requests	3.30.17
LINE # ACCOUNT NAME				
9 CONSERVATION				
	9A Personnel	30,548	32,722	
APPROPRIATE FROM WETLAND FEES				
	9A Personnel	5,000	5,000	
	9B Expenses	0	0	
RAISE AND APPROPRIATE				
	9B Expenses	1,931	1,940	
Total Conservation		37,479	39,662	
10 PLANNING BOARD				
	10A Personnel	94,464	94,464	
	10B Expenses	6,427	9,627	
Total Planning Board		100,891	104,091	
11 ZONING/APPEALS BOARD				
	11A Personnel	8,540	9,125	
	11B Expenses	6,055	6,255	
Total Zoning/Appeals Board		14,595	15,380	
12 ECONOMIC DEVELOPMENT				
	12A Personnel	0	0	
	12B Expenses	0	0	
Total Economic Development		0	0	
13 TOWN HALL/CENTRAL SERVICES				
	13A Personnel	24,000	24,000	
	13B Expenses	61,125	58,625	
Total Town Hall/Central Services		85,125	82,625	
TOTAL GENERAL GOVERNMENT		1,487,778	1,507,236	
PUBLIC SAFETY				
RAISE AND APPROPRIATE				
14 POLICE				
	14A Personnel	2,415,852	2,516,343	
	14B Expenses	248,892	256,892	
Total Police		2,664,744	2,773,235	
15 FIRE				
	15A Personnel	582,504	588,482	
	15B Expenses	131,482	142,140	
Total Fire		713,986	730,622	

LINE # ACCOUNT NAME

APPROPRIATE FROM AMBULANCE RECEIPTS

16 AMBULANCE

16A Personnel	620,336	644,971
16B Expenses	78,650	93,950

Total Ambulance	698,986	738,921
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RAISE AND APPROPRIATE

17 CODE ENFORCEMENT

17A Personnel	139,030	142,477
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APPROPRIATE FROM WEIGHTS AND MEASURES RESERVE ACCOUNT

17A Personnel	5000	5,000
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RAISE AND APPROPRIATE

17B Expenses	10,095	10,095
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APPROPRIATE FROM WEIGHTS AND MEASURES RESERVE ACCOUNT

17B Expenses	1,500	1,500
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Total Code Enforcement	155,625	159,072
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RAISE AND APPROPRIATE

18 CIVIL DEFENSE

18A Personnel	3,500	3,500
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18B Expenses	9,500	9,500
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Total Civil Defense	13,000	13,000
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TOTAL PUBLIC SAFETY

4,246,341	4,414,850
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EDUCATION

RAISE AND APPROPRIATE

20 SCHOOL DEPARTMENT

20 SCHOOL DEPARTMENT	22,254,443	22,910,443
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20A TRANSPORTATION	0	0
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20B TRADE SCHOOL	300,000	300,000
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20C BLACKSTONE REGIONAL	1,259,396	1,304,155
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TOTAL EDUCATION	23,813,839	24,514,598
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PUBLIC WORKS

RAISE AND APPROPRIATE

21 DPW HIGHWAY DIVISION

21A Personnel	509,699	537,259
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21B Expenses	524,478	573,836
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21C Snow/Ice Personnel	75,000	100,000
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Total Highway (Includes Snow & Ice)	1,109,177	1,211,095
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21 DPW FACILITIES DIVISION

21D Energy and Utilities	0	0
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21E Building Maintenance (non-personnel)	0	0
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TOTAL PUBLIC WORKS

1,109,177	1,211,095
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FY 17
Appropriation

FY 18 Budget
Requests

3.30.17

LINE # ACCOUNT NAME

**BUILDING, PLANNING & CONSTRUCTION COMM.
RAISE AND APPROPRIATE**

21F BUILDING, PLANNING & CONSTRUCTION COMM.

21F Expenses	0	0
TOTAL BUILD, PLAN, & CONSTRUCT	0	0

**HUMAN SERVICES
RAISE AND APPROPRIATE**

22 BOARD OF HEALTH

22A Personnel	53,017	55,411
22B Expenses	15,583	19,658
Total Board of Health	68,600	75,069

23 LANDFILL ANALYSIS

23A Expenses	15,000	15,000
Total Landfill Analysis	15,000	15,000

24 COUNCIL ON AGING

24A Personnel	145,548	152,277
24B Expenses	20,508	20,508
Total Council On Aging	166,056	172,785

26 VETERANS

26A Personnel	42,000	0
26B Expenses	200,000	242,840
Total Veterans	242,000	242,840

TOTAL HUMAN SERVICES

	491,656	505,694
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**CULTURE & RECREATION
RAISE AND APPROPRIATE**

27 LIBRARY

27A Personnel	159,352	179,567
27B Expenses	26,500	28,731
Total Library	185,852	208,298

28 RECREATION

28A Personnel	0	0
28B Expenses	12,000	12,000
28C Youth League Equipment	0	0
Total Recreation	12,000	12,000

FY 17
Appropriation

FY 18 Budget
Requests

3.30.17

LINE # ACCOUNT NAME

29 HISTORICAL COMMISSION

29A Expenses

500

500

Total Historical Commission

500

500

30 MEMORIALS

30A Soldiers Memorials

15,000

15,000

30B Veterans Celebrations

1,900

1,900

Total Memorials

16,900

16,900

31 RECYCLING

31A Personnel

0

31B Expenses

7,500

Total Recycling

0

7,500

TOTAL CULTURE & RECREATION

215,252

245,198

DEBT SERVICE

RAISE AND APPROPRIATE

32 Debt Principal

232,000

227,000

APPROPRIATE FROM RECEIPTS RESERVED - TITLE V

32 Debt Principal

15,108

15,108

RAISE AND APPROPRIATE

33 Debt Interest

72,455

86,755

34 Short Term Interest

20,000

20,000

35 BVRS Debt

80,224

78,122

TOTAL DEBT SERVICE

419,787

426,985

NON-DEPARTMENTAL

RAISE AND APPROPRIATE

36 Medicare

345,000

345,000

37 Life Insurance

10,000

10,000

38 Retirement System

1,529,541

1,653,651

39 Workers' Compensation

146,000

150,380

40 Unemployment Comp.

131,300

131,300

41 Employee Ins. Benefits

5,428,781

5,367,000

APPROPRIATE FROM AVAILABLE FUNDS [FREE CASH]

41 Employee Ins. Benefits

756,219

783,000

APPROPRIATE FROM OVERLAY SURPLUS

41 Employee Ins. Benefits

50,000

50,000

APPROPRIATE FROM HEALTH INSURANCE STABILIZATION

41 Employee Ins. Benefits

0

0

RAISE AND APPROPRIATE

42 Property & Liability Ins.

356,400

371,047

43 Reserve for Wage Adj.

12,500

12,500

44 Stabilization Fund

0

0

45 Reserve Fund

50,000

50,000

46 Retirement Benefits

24,750

24,750

TOTAL NON-DEPARTMENTAL

8,840,491

8,948,628

TOTAL

\$ 40,624,321

\$ 41,774,284

F

SRPEDD GROUP BID DAY REPRESENTATIVES

The City / Town of Northbridge understands the critical importance of having a representative physically present and duly authorized to execute a contract for supply of electricity (Electric Service Agreement (ESA)) on bid day for the SRPEDD Community Electricity Aggregation.

Attached are the board votes, delegation of authority or other documentation certifying that the following designees are duly authorized to execute a contract for supply of electricity (ESA) on bid day for your municipality, or confirmation that no such authorization is required.

Primary Representative: Theodore D. Kozak, Town Manager

Alternate Representative: Sharon Susienka, Exec. Asst. to the Town Manager

_____	_____
Signature	Date

James R. Marzec, Chairman, Board of Selectmen
Printed name

TOWN MANAGER'S REPORT - April 10, 2017

1. **Meeting with key local business representatives** - Town Planner Gary Bechtholdt and I recently met with various key business people along with Jeannie Hebert from the Chamber of Commerce to continue the discussion of ways to exchange economic development objectives in the Town of Northbridge. Mr. Bechtholdt pointed out that the Town has received grant funds to revive the Town's Master Plan, which will include economic development strategies as this has not been done for a number of years.
2. **Economic Development Strategic Plan Public Forum** - The Planning Board will host a community event on Tuesday, April 11, 2017 at 7:00 PM in the Town Hall. The Public Forum is designed to take input from the public identifying community needs, land use goals, and development opportunities and constraints. The Economic Development Strategic Plan (to be completed in June 2017) will include a 5-year Action Plan. Anyone interested is encouraged to attend. Questions may be directed to the Community Planning and Development Office at (508-234-2447).
3. **School Building Authority / Owner's Project Manager approval** - The Town received notification of approval for the Owner Project Manager. The Town can now go forward with the feasibility study to determine the future use of both Balmer School and the Northbridge Elementary School.
4. **Mass DOT Chapter 90 funding** - The Town also received notification that the Chapter 90 funding for FY 2018 is \$470,019. The amount will be incorporated into the existing 10-year Chapter 90 contract.
5. **Green communities award** - Attended the Green Communities Award ceremony on behalf of the Town, which received \$176,515 as a Green Community participant. The award was granted by Commissioner Judith Judson of the Department of Energy Resources. Representative Muradian and Senator Moore were also in attendance.

ECONOMIC DEVELOPMENT STRATEGIC PLAN

COMMUNITY EVENT -PUBLIC FORUM

Tuesday, April 11, 2017 (7:00 PM)

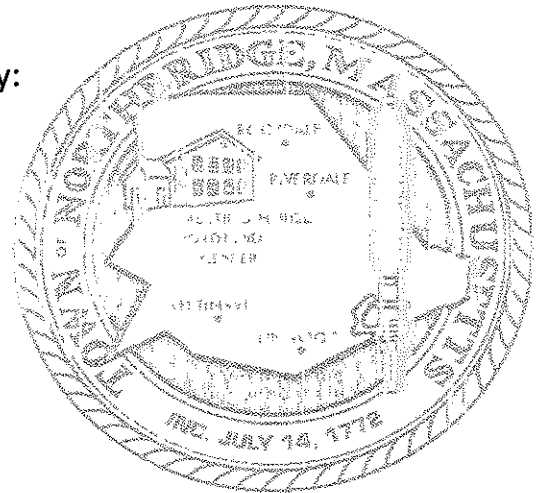
Northbridge Memorial Town Hall
7 Main Street, Whitinsville, MA 01588

H2

The Town of Northbridge is developing a strategic plan to help encourage and guide economic growth & development over the next 5 years. Please join the Planning Board **Tuesday, April 11, 2017 (7:00 PM)** in identifying community needs, issues/concerns, land use goals, as well as assets/opportunities and liabilities/constraints in town.

Attendees will participate in interactive sessions to identify:

- Community Visions
- Strengths, Weakness & Opportunities
- Growth Nodes
- Downtown Redevelopment
- Infrastructure Investment
- Marketing Strategies
- Public/Private Partnerships
- Other



This community event is designed to engage the public to provide input on future zoning initiatives that promote and encourage private reinvest in our downtowns (Linwood, Rockdale & Whitinsville), as well as convey a business-friendly approach to job growth, business retention and expansion throughout town.

Please join the Northbridge Planning Board and other local officials on April 11th –ALL are welcome to attend. Questions may be directed to the Community Planning & Development Office at (508) 234-2447 or at planning@northbridgema.org



COMMUNITY PLANNING & DEVELOPMENT

R. Gary Bechtholdt II, Town Planner
Aldrich School –Town Hall Annex
(508) 234-2447 or planning@northbridgema.org

ECONOMIC DEVELOPMENT
Strategic Plan

Town of
Northbridge
MASSACHUSETTS

Whitinsville • Linwood
Rockdale • Riverdale
Northbridge Center



APRIL 11, 2017
ECONOMIC DEVELOPMENT
STRATEGIC PLAN
COMMUNITY EVENT

Help us to help you.
It's *your* future!

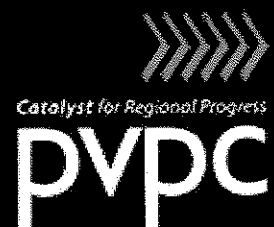
**The Town of Northbridge is developing
a strategic plan to guide economic
development over the next 5 years.**

**Come learn about the project and
help envision tomorrow's
Northbridge. We value your input.**

Tuesday April
11th
7:00 P.M.

Northbridge
Town Hall
7 Main St.
Whitinsville

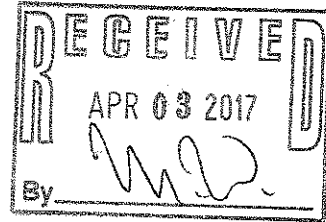
CONSULTANT TEAM





Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, MassDOT Secretary & CEO

massDOT
Massachusetts Department of Transportation



H4

March 31, 2017

Mr. James R. Marzec
Board of Selectmenman
Town of Northbridge
7 Main Street
Northbridge, MA 01588

Dear Mr. Marzec,

We are pleased to inform you that Chapter 90 local transportation aid funding for Fiscal Year 2018 will total \$200 million statewide, pending final legislative approval.

This letter certifies that, pending final passage of the bond authorization, your community's Chapter 90 apportionment for Fiscal Year 2018 is \$470,019. This apportionment will automatically be incorporated into your existing 10-year Chapter 90 contract, which will be available on the MassDOT website, <http://www.massdot.state.ma.us/chapter90>.

The Chapter 90 program is an integral part of maintaining and enhancing your community's infrastructure and is an essential component of our state-local partnership. We look forward to working with you in the coming year to continue the success of this program.

We would also like to encourage you to explore opportunities for additional infrastructure funding through MassDOT's Complete Streets and Municipal Small Bridge Programs (further information available at: <http://www.massdot.state.ma.us/>). For program specific questions please contact the following:

- **Chapter 90 Program** – Capital Budget Liaison Linda Chuang at (857) 368-9075 or Lijung.Chuang@dot.state.ma.us
- **Complete Streets and Municipal Small Bridge Program** - MassDOT Community Relations Director Rick Colon at (857) 368-9010 or Rick.Colon@dot.state.ma.us

Thank you for all that you do to make the Commonwealth of Massachusetts a great place to live, work and raise a family.

Sincerely,

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor



Massachusetts
DEPARTMENT OF ENERGY RESOURCES

H5

*Please join
DOER Commissioner Judith Judson
to recognize*

Northbridge's designation as a Green Community

**Where: Charlton Town Hall
37 Main Street
Charlton MA 01507**

When: 1:00 PM, Thursday, March 30, 2017

**RSVP to: Kelly Brown, Central Mass Regional Coordinator
Tel: 508-767-2703
E-mail: Kelly.brown@state.ma.us**