

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
NORTHBRIDGE TOWN HALL
7 MAIN STREET - WHITINSVILLE, MA 01588
December 2, 2019 at 7:00 PM**

PLEDGE OF ALLEGIANCE

- I. APPROVAL OF MINUTES: A.** November 21, 2019 [Special Meeting]
- II. PUBLIC HEARING B. 7:05 PM:** USRS 786, Inc. dba Village Variety, 84 Border Street, Whitinsville, MA 01588 [Mr. Rashid Ali, Mgr.] **1)** Application to transfer the Wine and Malt \$15 Package Store License for off-premises consumption (currently owned by Village Variety, LLC [Mr. Ahmad Mustafa]) **2)** Application to transfer the non-alcoholic Common Victualler License/**Present:** Amjad Chaudhry, proposed owner
- III. APPOINTMENTS/Resignations**
- IV. CITIZENS' COMMENTS/INPUT**
- V. DECISIONS:**
 - C.** Emperor's Garden, LLC dba New China Pacific, 683 Linwood Avenue/Request for proration of 2019 license fee (License approved by the ABCC June 11, 2019)/**Present:** Jinny Chen
 - D.** Safety Committee Meeting Minutes [August 7, 2019]/Vote to accept recommendations
 - E.** Riverdale Cemetery Deed/Denise Brosnahan [Willow Avenue, lot 2A, grave 5, Single grave]
- VI. DISCUSSIONS**
- VII. TOWN MANAGER'S REPORT**
- VIII. SELECTMEN'S CONCERNS**
- IX. ITEMS FOR FUTURE AGENDA**
- X. CORRESPONDENCE**
- XI. EXECUTIVE SESSION**

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

THIS AGENDA IS SUBJECT TO CHANGE

SPECIAL BOARD OF SELECTMEN'S MEETING
November 21, 2019

Public Forum

A special meeting of the Board of Selectmen was called to order by Chairman James Athanas at 7:00 PM, Northbridge High School Auditorium, 427 Linwood Avenue, Whitinsville, MA. Board Members Present: Athanas, Ampagoomian, Cannon, Melia, and Nolan. Also Present: Adam D. Gaudette, Town Manager.

A Powerpoint Presentation was shown on the Fire Station Feasibility Project. There was a brief question and answer period at the end of the presentation.

Meeting Adjourned: 8:30 PM

Respectfully submitted,

Daniel Nolan, Clerk

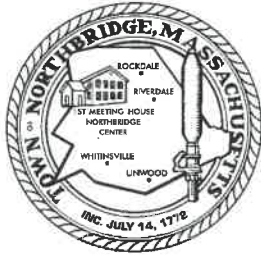
/mjw

LIST OF DOCUMENTATION

SPECIAL BOARD OF SELECTMEN'S MEETING - OPEN SESSION

November 21, 2019

- I. OPEN MEETING**
- II. DISCUSSIONS: A. Fire Station Feasibility Project Powerpoint Presentation**
-Copy of Powerpoint Presentation
- III. ADJOURN**



**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**

BI

November 19, 2019

Via EMAIL: legalnotices@telegram.com

Dear Legal Department:

Please place the following Legal Notice in the Saturday, November 23, 2019, 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, December 2, 2019, at 7:05 PM in the Selectmen's Meeting Room, Northbridge Town Hall, 7 Main Street, Whitinsville, MA, concerning the application to transfer the Wine and Malt Package Store license from Village Variety, LLC [Ahmad Mustafa, Mgr], located at 84 Border Street, Whitinsville, MA 01588 to USRS 786, Inc. dba Village Variety [Rashid Ali, Mgr.]. The description of the premises is as follows: Single story commercial building with 920 square feet of retail space with a utility area of 399 square feet for a total of 1,319 square feet in the building.

James J. Athanas, Chairman
Northbridge Board of Selectmen
November 23, 2019

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: Annelle Benson, Esquire, Law Office of Harry P. Kotseas, P.C



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- ☒ Transfer of License
☐ Alteration of Premises
☐ Change of Location
☐ Management/Operating Agreement
- ☐ Pledge of Inventory
☐ Pledge of License
☐ Pledge of Stock
☐ Other
- ☐ Change of Class
☐ Change of Category
☐ Change of License Type
(§12 ONLY, e.g. "club" to "restaurant")

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

The property is a convenience store with a current license for the sale of alcoholic beverages. The business and property is being sold with the new buyer continuing to operate as a convenience store and the sale of alcoholic beverages.

2. LICENSE CLASSIFICATION INFORMATION

| ON/OFF-PREMISES | TYPE | CATEGORY | CLASS |
|-----------------|-------------------|--------------------------|--------|
| Off-Premise-15 | §15 Package Store | Wines and Malt Beverages | Annual |

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

single story commercial building with 920 square feet of space with a utility area of 399 square feet for a total of 1319 square feet in the building

| | | | | | |
|---------------------|-----------------------------------|------------------|-----------------------------------|------------------|----------------------------------|
| Total Sq. Footage | <input type="text" value="1319"/> | Seating Capacity | <input type="text" value="none"/> | Occupancy Number | <input type="text" value="n/a"/> |
| Number of Entrances | <input type="text" value="1"/> | Number of Exits | <input type="text" value="1"/> | Number of Floors | <input type="text" value="1"/> |

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

| | | | |
|------------------------|----------------------|---|----------|
| Transferor Entity Name | Village Variety, LLC | By what means is the license being transferred? | Purchase |
|------------------------|----------------------|---|----------|

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

| Name of Principal | Title/Position | Percentage of Ownership |
|---------------------------|--------------------|-------------------------|
| Hani Sobhi Alshaikh Third | Owner ¹ | 100% |
| | | |
| | | |
| | | |
| | | |
| | | |

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

| | | | |
|-----------------------|---------------------------------|---|---|
| Name of Principal | Residential Address | SSN | DOB |
| Amjad Chaudhry | XXXXXXXXXXXXXXXXXXXX | XXXXXXXXXX | XXXXXXXXXX |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager US Citizen | MA Resident |
| President/owner | 100% | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB |
| | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager US Citizen | MA Resident |
| | | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB |
| | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager US Citizen | MA Resident |
| | | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB |
| | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager US Citizen | MA Resident |
| | | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

| | | | |
|-----------------------|-------------------------|---|---|
| Name of Principal | Residential Address | SSN | DOB |
| | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager US Citizen | MA Resident |
| | | <input type="radio"/> Yes <input checked="" type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB |
| | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager US Citizen | MA Resident |
| | | <input type="radio"/> Yes <input checked="" type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB |
| | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager US Citizen | MA Resident |
| | | <input type="radio"/> Yes <input checked="" type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No |

Additional pages attached?

☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

| Name | License Type | License Name | Municipality |
|-----------------|--------------|--|--------------|
| 392 Main St LLC | retail | 2019 Retail Package 6000b store - copy attached | Sturbridge |
| | | | |
| | | | |

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

| Name | License Type | License Name | |
|------|--------------|--------------|--|
| | | | |
| | | | |
| | | | |

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

Corporation

Date of Incorporation

Oct 22, 2019

State of Incorporation

Massachusetts

Is the Corporation publicly traded?

☐ Yes

☒ No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Own

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

☐ Yes ☐ No

9. APPLICATION CONTACT

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

Name:

Amjad M. Chaudhry

Phone:

774-182-9879

Title:

President/Owner

Email:

amjad@amjadchaudhry.com

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

| | |
|---------------------------------------|------------|
| A. Purchase Price for Real Estate | 180000.00 |
| B. Purchase Price for Business Assets | 145000.00 |
| C. Other* (Please specify) | 5,000.00 |
| D. Total Cost | 330,000.00 |

*Inventory cost at acquisition and additional operating expenses through the line of credit.

*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

| Name of Contributor | Amount of Contribution |
|---------------------|------------------------|
| Amjad Chaudhry | \$100,000.00 |
| | |
| | |
| | |
| Total: | 100,000.00 |

SOURCE OF FINANCING

Please provide signed financing documentation.

| Name of Lender | Amount | Type of Financing | Is the lender a licensee pursuant to M.G.L. Ch. 138. |
|----------------|------------|-------------------|---|
| Eastern Bank | 180,000.00 | Commerical Line | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Eastern Bank | 50,000.00 | Commerical Line | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| | | | <input type="radio"/> Yes <input type="radio"/> No |
| | | | <input type="radio"/> Yes <input type="radio"/> No |

FINANCIAL INFORMATION

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

Principal is an established business client of Eastern Bank and has received approval of two credit lines for the acquisition of the property and operation thereof. Principal is also investing funds from his personal savings.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

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

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Rashid Ali

Date of Birth

XXXXXXXXXX

SSN

XXXXXXXXXX

Residential Address

296 Mill Street Worcester, MA 01602

Email

Phone

XXXXXXXXXXXXXXXXXXXX

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

40

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes

☐ No

*Manager must be a U.S. Citizen

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

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

☐ Yes

☒ No

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

| Date | Municipality | Charge | Disposition |
|------|--------------|--------|-------------|
| | | | |
| | | | |
| | | | |

C. EMPLOYMENT INFORMATION

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

| Start Date | End Date | Position | Employer | Supervisor Name |
|------------|----------|----------|------------------|-----------------|
| 3/3/2016 | current | Clerk | 392 Main St. LLC | Mumir Shaw |
| | | | | |
| | | | | |
| | | | | |

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature

Rashid Ali

Date

11/14/19

[Signature]

11/18/19

13. MANAGEMENT AGREEMENT

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

☐ Yes ☒ No

If yes, please fill out section 13.

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

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

13A. MANAGEMENT ENTITY

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

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

CRIMINAL HISTORY

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

☐ Yes ☐ No

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

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

| Name | License Type | License Name | Municipality |
|------|--------------|--------------|--------------|
| | | | |
| | | | |
| | | | |

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

| Name | License Type | License Name | Municipality |
|------|--------------|--------------|--------------|
| | | | |
| | | | |
| | | | |

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

| Licensee Name | License Type | Municipality | Date(s) of Agreement |
|---------------|--------------|--------------|----------------------|
| | | | |
| | | | |
| | | | |

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

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

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

13F. TERMS OF AGREEMENT

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

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

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

CORPORATE VOTE

The Board of Directors or LLC Managers of

USRS 786, Inc.

Entity Name

duly voted to apply to the Licensing Authority of

Northbridge

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

11/8/2019

Date of Meeting

For the following transactions (Check all that apply):

☐ Change of Manager

☒ Other Transfer of License

"VOTED: To authorize

Amjad Chaudhry

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

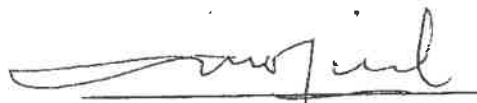
"VOTED: To appoint

Rashid Ali

Name of Liquor License Manager

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

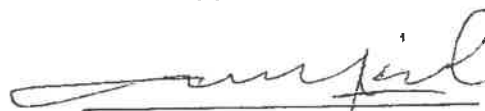
A true copy attest,


Corporate Officer/LLC Manager Signature

Amjad Chaudhry
(Print Name)

For Corporations ONLY

A true copy attest,


Corporation Clerk's Signature

Amjad Chaudhry
(Print Name)

PURCHASE AND SALE AGREEMENT

1. DATE

This agreement is made on this _____ day of ~~September~~^{October} 2019, between the parties hereinafter named.

2. PARTIES

This agreement is between the following parties who are hereafter referred to as "Seller" and "Buyer."

Seller(s): Village Variety, LLC
84 Border Street
Whitinsville, MA 01588

Buyer(s): Amjad Chaudhry or Assigns
61 South Ludlow Street
Worcester, MA 01603

3. AGREEMENT AND DESCRIPTION

The Seller agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller, on the terms and conditions contained in this agreement, the premises located at 84 Border Street, Northbridge, Worcester County, Massachusetts and more particularly described in the Worcester District Registry of Deeds in Book 60205, Page 251.

4. IMPROVEMENTS AND APPURTENANCES

The sale includes as part of the premises the structures and improvements thereon, namely the land with the buildings thereon and all the privileges and appurtenances thereto belonging situated in the, Town of Northbridge, County of Worcester.

5. DEED, PLAN AND NOMINEES

The Seller will convey the property to the Buyer by a good and sufficient quitclaim deed. The deed shall convey title to the Buyer, or to such other person designated by the Buyer, provided that the Buyer shall notify the Seller of such nominee at least seven days before the time for delivery provided herein. If a deed refers to a plan, which is not yet recorded, the Seller shall deliver such plan in such form and with such certifications as may be necessary to enable it to be recorded. If the title to the property is registered; the Seller shall also deliver the owner's duplicate certificate of title.

6. QUALITY OF TITLE

The deed to Buyer shall convey a good and clear record and marketable title to the premises, free from encumbrances, except:

- (a) Municipal betterment liens assessed after the date of this agreement;
- (b) Municipal taxes for the current fiscal year, which are not yet due and payable at the time of delivery of the deed;
- (c) Existing building and zoning law requirements;

(d) Rights and easement of record that do not materially affect the use of the premises for commercial purposes as a variety store.

7. PURCHASE PRICE

The purchase price for the premises is Three Hundred Thirty Thousand and no/100 (\$330,000.00) of which Thirty Thousand and no/100 (\$30,000.00) has been paid upon the offer and an additional Seventy Thousand and no/100 (\$70,000.00) Dollars shall be paid upon the execution of the Purchase and Sale Agreement Two Hundred Thirty Thousand and no/100 (\$230,000.00) Dollars shall be paid upon the delivery of the deed in cash or by certified, cashier's treasurer's or bank check, Conveyancers escrow check.

8. TIME FOR PERFORMANCE

The deed is to be delivered at 10:00 o'clock A.M. on or before the 16th day of September, 2019 at the Worcester District Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises, free of all tenants, is to be delivered at the time of delivery of the deed, said premises to be in broom clean condition (including basement) free of all of Seller's personal property and then not in violation of said building, zoning or environmental laws or regulations, and in compliance with the provisions of any instrument referred to in clause 6 hereof. The Buyer shall be entitled to an inspection of said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, the Seller shall make a good faith and reasonable effort to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case maybe, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days, or such further time as the buyer may allow in writing. Reasonable efforts shall mean the expenditure by the Seller of not more than \$1,500.00 excluding voluntary liens.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the Seller, despite best efforts, shall have been unable to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, at the Buyer's option, any payment made under this agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against and damages are less than Five Thousand (\$5,000.00) Dollars, then the Seller shall, unless the Seller has previously restored the premises to their former condition, either

- (a) pay over or assign to the Buyer, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonable expended by the Seller for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the Buyer a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonable expended by the seller for any partial restoration.
- (c) In the event damages to the home equal or exceed Five Thousand (\$5,000.00) Dollars, Buyer may elect to terminate this transaction and escrow agent shall immediately return the deposits to Buyer.

13. ACCEPTANCE OF DEED

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

14. USE OF PURCHASE MONEY TO CLEAR TITLE

The Seller may at the time of delivery of the deed apply any part or all of the purchase price for the purpose of discharging any encumbrances then on the premises, provided releases or discharges of such encumbrances are recorded simultaneously with the deed or within a reasonable time thereafter in accordance with local conveyancing practice.

15. INSURANCE

The buildings in said premises, until full performance of this agreement, shall be kept insured by the Seller as presently insured with all risk of loss on the Seller.

16. ADJUSTMENTS

Water and sewer use charges, if any, and taxes for the then current year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with reapportionment as soon as the new tax rate and valuation can be ascertained; and if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. DEPOSIT

All deposits herein shall be held by the Seller's attorney, subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement.

19. BUYER'S DEFAULT; DAMAGES

If the Buyer shall fail to fulfill the Buyer's agreements herein, the Seller as liquidated damages shall retain all deposits made hereunder by the Buyer. This shall be Seller's sole remedy at law and in equity.

20. LIABILITY OF TRUSTEE, SHAREHOLDERS, 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.

21. CONSTRUCTION OF AGREEMENT

This instrument, executed in triplicate 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 endures to the benefit of the parties hereto and their respective heirs, devices, executors, administrators, successors and assigns, and may be canceled, 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 Seller or 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. Any matter or practice arising under or relating to this agreement which is the subject of a practice standard to the Massachusetts Conveyancers Association shall be governed by such standard to the extent applicable.

22. MORTGAGE CONTINGENCY

In order to help finance the acquisition of the premises to be purchased, the Buyer shall apply for a conventional bank or other institutional mortgage loan of Two Hundred Ninety Thousand and no/100 (\$290,000.00) Dollars, payable at present rates of interest. If despite the Buyer's diligent efforts, a commitment for such loan cannot be obtained on or before September 9, 2019. Buyer may terminate this Agreement by written notice to the Seller prior to the expiration of such time, whereupon all deposits made under this

agreement shall be refunded and this Agreement shall be void without recourse to the parties hereto.

23. TITLE CERTIFICATE EXPENSE

All costs for title examination shall be paid by Buyer and title insurance, if any, shall be paid by the Buyer.

24. BROKERS'S COMMISSION

A broker's fee for professional services as agreed upon is due from the Seller to George and Company.

25. TRAINING & TRANSITION

Seller to train Buyer to assist in a smooth transition of ownership as follows: For up to two weeks before the closing.

26. COVENANT NOT TO COMPETE

Seller covenants to Buyer, successors, representative, and/or assigns, that he will not engage, directly or indirectly, in any business the same as, similar to, or in competition with the business to be sold, within a radius of 10 miles from the principal place of the Business being sold for a period of 5 years from the date of Buyer's possession.

27. SELLER'S WARRANTIES

- a. That at closing a clear, unencumbered, marketable title to the real property and business assets being sold (free of all debts & liens), will be delivered to Buyer.
- b. That the Business premises, real property, and equipment will pass all inspections required to conduct business at the time physical possession is taken by Buyer.
- c. That there are no notices of claim, litigation, or violation of ordinance, regulation, or other Laws(s) affecting the operation of the Business, or the assets being sold.
- d. That the Business will be conducted in its ordinary course, and except as requested by Buyer, best efforts will be used to preserve the Business organization.
- e. That no contract(s) or any commitment(s) affecting the Business, which would extend beyond the closing date, will be entered into without Buyer's consent, except for the normal re-order of supplies.
- f. That all the assets of the Business will be maintained in substantially the same condition as they are at present, reasonable wear and tear accepted.
- b. That Buyer will be allowed to enter onto the Business premises with reasonable notice to Broker to conduct a due diligence review of financial records, and inspection of all included assets.

28. ALLOCATION OF PURCHASE PRICE

Pending the approval of accountants for both Parties, the purchase price shall be allocated as follows:

| | |
|-----------------------------------|------------------|
| Furniture, fixtures & Equipment: | \$60,000.00 |
| Inventory & Supplies +/- at cost: | to be determined |
| Covenant Not to Compete: | \$5,000.00 |

| | |
|----------------------|--------------|
| Goodwill: | \$85,000.00 |
| Other: Real Property | \$180,000.00 |
| Total: | \$330,000.00 |

29. DEFAULT

Buyer agrees that if he or she should fail or refuse to complete this transaction, after timely acceptance by Seller, and removal of all contingent conditions listed under paragraph thirty (30) below, Seller shall retain Buyer's deposit as liquidated damages, and this shall be Seller's sole and exclusive remedy.

30. CONTINGENCIES TO BUYER'S PERFORMANCE

This Offer to Purchase is contingent on satisfying all provisional items listed below to the complete satisfaction of Buyer, otherwise all deposits shall be returned to Buyer. Buyer agrees time is of the essence as specified for each contingency listed below.

30.1 FINANCIAL DUE DILIGENCE

Subject to a satisfactory inspection of invoices for the last two (2) years and Buyer shall observe for a period of one week.

30.2 FINANCING

Subject to bank financing in the amount of \$290,000.00. Letter of loan commitment due within three (3) weeks of Sellers acceptance.

30.3 LICENSES AND PERMITS

Subject to obtaining all licenses and permits to operate the business at least two (2) weeks prior to the closing of the sale, including Beer & Wine and Lottery licenses.

30.4 INSPECTIONS

Subject to a satisfactory inspection of the real property within four (4) weeks of Seller's acceptance, and all business equipment at least three weeks prior to closing at Buyer's expense. See equipment list attached.

30.5 ASSET PURCHASE AGREEMENTS

Subject to a mutually agreeable Asset Purchase Agreement, for the Real Property and Business Assets, between the Parties within three (3) weeks of Seller's acceptance.

31. ADDITIONAL PROVISIONS

The initialed riders, if any, attached hereto, and incorporated herein by reference and becomes an integrated part of this Agreement.

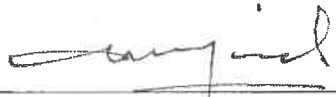
Village Variety, LLC

by


Hani Sobhi Alshaikh, Manager

SA Partners

by


Amjad Chaudhry, Buyer

Mop Floor sink Y: none existing
Sink X: none existing

Area E N side of building: 75'x12'3"

Area F: 75'x7'3"

Main entry door: 36"x84" aluminum with glass.

Emergency exit door: 32"x80" steel

M & N : see through display plexi glass
22"x47" each

Area D: 19'Wx12.5'L

1 unit Ceiling hight: 92"

2 - 3 Gondola one-sided 54" high
Separate free standing
2-16" Base shelf + 8-16" Shelves
2-Peg board Backing

1 unit

2 - 8' Length Gondola 54" high
(2-4' Gondola + 2-4' Gondola)
8-16" Base Shelves
40-16" Shelves

Area B: 10'3"Wx8'L

Ceiling hight: 99"

Area C: 8'Wx8'2"L

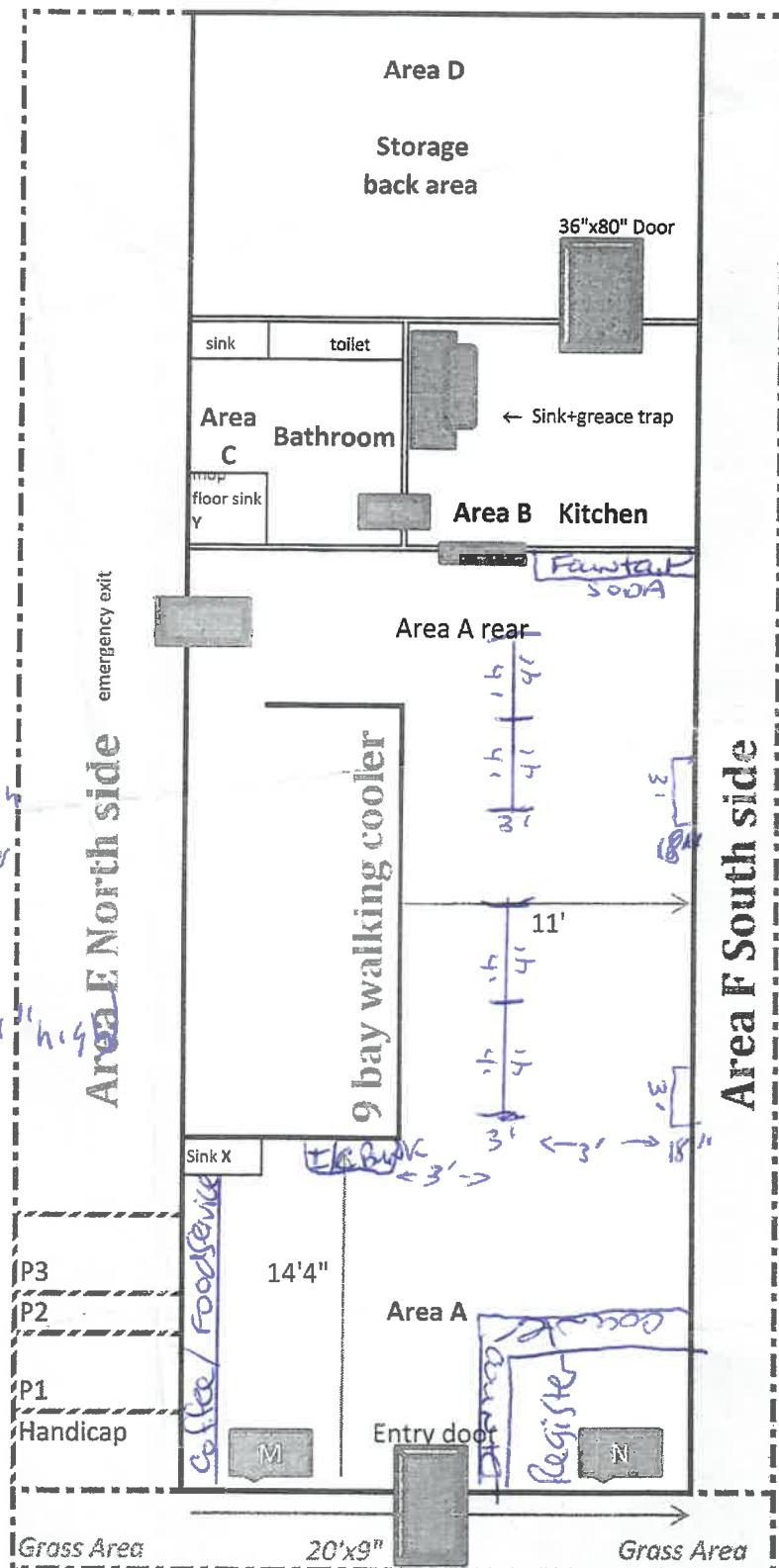
Ceiling hight: 99"

Area A Main Store: 19.5'Wx46"L

Ceiling hight: 8'

Area A rear: 19.5'Wx7'L

Area A rear ceiling hight: 102"



84 Border Street Whitinsville MA 01588

- NE Coffee
- Arcade BAY
- Valued natural
- Kid zone
- Roller grill
- P. 77 A
- Iced coffee
- under counter candy
- milk



CERTIFICATION NUMBER:

ON
Practice

91837

ALCOHOL INTERVENTION METHODS

CERTIFIES:

RASHID ALI

CAMPBELL TRENT
508.756.8542

NOV 02 2022 EXPIRES:

NTM License Slips

Row 1

Current Status Public Hearing Scheduled for December 2 Board of Selectmen's Meeting

Done

License ID: NTM#16092

License Type: Transfer of the Wine and Malt Package Store and Common Victualler License

Description: 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, December 2, 2019, at 7:05 PM in the Selectmen's Meeting Room, Northbridge Town Hall, 7 Main Street, Whitinsville, MA, concerning the application to transfer the Wine and Malt Package Store license from Village Variety, LLC [Ahmad Mustafa, Mgr], located at 84 Border Street, Whitinsville, MA 01588 to USRS 786, Inc. dba Village Variety [Rashid Ali, Mgr]. The description of the premises is as follows: Single story commercial building with 920 square feet of retail space with a utility area of 399 square feet for a total of 1,319 square feet in the building See attached application for store layout and more details

Business: USRS 786, Inc. dba Village Variety

Applicant: Amjad Chaudhry, Owner Rashid Ali, Manager

Address: 84 Border Street

Approval Target 11/21/19

Slip Started on: 11/20/19 1:53 PM

PLANNING Approve: ☒

PLANNING Comments: N/A -not applicable

POLICE Approve: ☒

POLICE Comments:

FIRE Approve: ☒

FIRE Comments:

BUILDING ZONING Approve: ☒

BUILDING

ZONING

Comments:

CONSERVATION

Approve:



CONSERVATION

Comments:

N/A

HEALTH

Approve:



HEALTH

Comments:

ASSESSORS

Approve:

ASSESSORS

Comments:

TREASURER

COLLECTOR

Approve:



TREASURER

COLLECTOR

Comments:

B2

Phone: ~~XXXXXXXXXXXX~~
~~383-477-1713~~

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF NORTHBRIDGE

APPLICATION FOR COMMON VICTUALLER LICENSE

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):

USRS 786 INC dba Village Variety

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

TO: USRS 786 INC dba Village Variety

GIVE LOCATION BY STREET AND NUMBER:

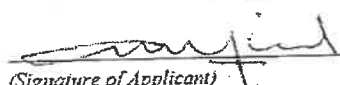
AT: 84 BORDER STREET
Whitinsville MA 01588

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

Choose one: ☒ New License ☐ Transfer

LIST THE DAYS AND HOURS OF PROPOSED OPERATION:

DURING: 5:AM TO 11 PM Monday to Thursday / FRIDAY SABBATH
SUNDAY 5:AM TO 11 PM 5: TO MIDNIGHT


(Signature of Applicant)

Mailing Address:

Print Name: Village Variety

Address: 84 Border St

City: Whitinsville MA

State, Zip: MA 01588

Received:

11/25/19
(Date)

9 AM
(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



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: 001407852

ARTICLE I

The exact name of the corporation is:

USRS 786, 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 |
|----------------|--|---|------------------------|---------------------------------|
| | | <i>Num of Shares</i> | <i>Total Par Value</i> | |
| CNP | \$0.00000 | 10,000 | \$0.00 | 1,000 |

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

ARTICLE IV

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.

NOT APPLICABLE.

ARTICLE V

| | | |
|-----------|-------------------|---|
| SECRETARY | AMJAD M. CHAUDHRY | 151 CITY DEPOT ROAD CHARLTON, MA 01507 USA |
| DIRECTOR | AMJAD M. CHAUDHRY | 151 CITY DEPOT ROAD CHARLTON, MA 01507 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:

CONVENIENCE STORE

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

No. and Street: 151 CITY DEPOT ROAD
City or Town: CHARLTON State: MA Zip: 01507 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: 151 CITY DEPOT ROAD
City or Town: CHARLTON State: MA Zip: 01507 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 22 Day of October, 2019 at 12:50:48 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.)*

AMJAD M. CHAUDHRY



NORTHBRIDGE SAFETY COMMITTEE

James Shuris, P.E., MBA - Chairman/Director of Public Works & Town Engineer
7 Main Street, Whitinsville, MA 01588
(508) 234-3581 jshuris@northbridgemass.org

August 07, 2019

Northbridge Board of Selectmen
Northbridge Memorial Town Hall
7 Main Street, Whitinsville MA 01588



COMPLETE STREETS PROGRAM (DRAFT PROJECT LIST) PRIORITIZATION PLAN -SUBMISSION TO MASSDOT

Steven Tyler, Howard Stein Hudson

Dear Board of Selectmen:

The Northbridge Safety Committee met **WEDNESDAY, AUGUST 07, 2019** in the Police Station Conference Room (1 Hope Street). The following members were present: Chairman James Shuris, Peter Bedigian, R. Gary Bechtholdt II, Fire Chief David White, Jamie Luchini (Alternate) and Lt. Timothy Labrie (Alternate). George Murray, Chief of Police Walter Warchol, Richard Maglione and James Sheehan (Alternate) were absent.

The following members of the public were in attendance: Rainer Forst (resident) and Steven Tyler (Howard Stein Hudson).

CALL MEETING TO ORDER

Chairman Shuris called the meeting to order at 10:00 AM.

I. APPROVAL OF MEETING MINUTES

Upon motion duly made (J. Luchini) and seconded (D. White) the Safety Committee voted (6-0) to ACCEPT the meeting minutes of June 05, 2019.

II. CORRESPONDENCE

Mr. Shuris noted no correspondence have been received.

III. COMPLETE STREETS PROGRAM -PRIORITIZATION PLAN

Steven Tyler, Howard Stein Hudson

James Shuris, Chair provided a brief overview of the Complete Streets Program, noting the Town has completed Tier 1 requirements (adopted policy) and working through Tier 2 where the Town is to submit a Complete Streets Prioritization Plan which will be reviewed and considered by the Board of Selectmen on August 12, 2019. Tier 3 would be submission of the project priority list to MassDOT and to seek funding through the State as part of its Complete Streets Program.

Mr. Shuris introduced Steven Tyler from Howard Stein Hudson, consulting firm assisting the Town. Mr. Tyler distributed hardcopy spreadsheet of (44) projects previously identified along with 2 maps of the town highlighting project locations. Mr. Tyler asked the Committee to rank the projects; first 1-10, then 11-20 and so on.

Each member shared with the Committee their individual rankings 1-15. Mr. Shuris explained, from his perspective he focused and ranked projects specific to repairs and replacements higher than others and did not identify new construction, noting focusing on replacement would be beneficial as these projects would not require design plans which would keep the cost down and ability to do complete more projects. Mr. Shuris noted projects such as Linwood, Church Street Extension, Main Street and others will be considered as TIP projects.

Gary Bechtholdt reminded the Committee that the Complete Streets Program is more than just replacing what may already be there, it includes improvements (ADA, intersection, etc.) and new construction for all modes of transportation; vehicle, pedestrian and bicycle. Mr. Bechtholdt felt the Safety Committee should take a more holistic approach and prioritize all projects (including potential TIP projects). Mr. Bechtholdt suggested if Mr. Shuris, as DPW Director wants to provide a recommendation to the Board of Selectmen he can but the Safety Committee should look at all projects (improvements, repair & new construction); Mr. Shuris agreed.

Committee members asked Mr. Tyler which projects may be viewed as strong project when it comes to receiving funding from the State; Mr. Bechtholdt suggested the Committee should not worry about project funding and likelihood of selections; the Safety Committee should rank projects based upon need and safety concerns; Peter Bedigian agreed.

Mr. Bechtholdt reviewed with the Committee his priority list of projects (1-15). Peter Bedigian noted his listing was similar to Mr. Bechtholdt, however would rank higher the areas along Church Street, Memorial Square, and Linwood Avenue; Mr. Bechtholdt agreed to move projects up in the ranking. Chief David White deferred to DPW, Police and others.

Jamie Luchini explained his priority list was based upon a Highway point of view (sidewalk improvements/replacement). Lt. Timothy Labrie concurred with Mr. Luchini offering comparable project priorities, focused on high-concentration areas (downtown, schools, churches, etc.). Mr. Shuris explained his priority list was based on observations made, phone calls received by the Department of Public Works and talking with residents (at the Senior Center, etc.). Rainer Forst noted a large resident development of over 100-units (Stone Hill Condominiums, Senior Living Development) was recently approved on Church Street, improving sidewalks within this vicinity would be good; Mr. Shuris agreed.

After identifying his priority listing, Mr. Shuris reviewed compilation of each members' list and began to rank them accordingly with Mr. Tyler and the Committee. Projects receiving 2 & 3 votes from the Committee were initially ranked 1-15, however as suggested by Chief David White and agreed to by others, the rankings were adjusted to group similar projects together (e.g. Sidewalk Replacement along Church Street, Linwood Avenue, etc.).

Mr. Tyler reminded Committee members that funding requests (application to the State) for the Complete Streets Program does not necessarily need to follow the order of priority projects, however projects need to be included to be eligible.

After reviewing the initial ranking of projects, the Committee moved Memorial Square (2 projects) & Ovia Square (1 project) after the four (4) Linwood projects, towards the top of the priority list.

Mr. Shuris identified next steps moving towards Tier 3 funding and thanked Committee member, noting the prioritization plan will be updated next year. Mr. Shuris sought additional input from the Committee and comment from the public; having none the Committee took a vote.

Upon motion duly made (J. Luchini) and seconded (D. White) the Safety Committee voted (6-0) to recommend the following prioritization (project listing) for the Complete Streets Program:

1. *Sidewalk Replacement along Linwood Avenue: from Northbridge Middle School to Cross Street;*
2. *Crossing Improvements near Northbridge Middle School (Linwood Avenue): Crosswalk Replacement & ADA-Compliant Curb Ramps;*
3. *Sidewalk Replacement along Linwood Avenue: between Pine Grove Cemetery & the Victorian;*
4. *Intersection Improvements on Church Street, Linwood Avenue and Main Street (Memorial Square): Triangular Porkchop Island;*
5. *Intersection Improvements on Hill Street, Douglas Road & Main Street (Memorial Square): Pedestrian Safety Island and Crosswalk Replacement & ADA-Compliance;*
6. *Crossing Improvements on Church Street, Prospect Street & Cross Street (Ovia Square): Curb Extension, Crosswalk Replacement & ADA-Compliance;*
7. *Sidewalk Replacement along Church Street: between Colonial Drive & Johnston Avenue;*
8. *Sidewalk Replacement along Church Street: between Highland Street and Colonial Drive;*
9. *Sidewalk Replacement along Church Street: between Highland Street and Providence Road (Rt 122);*
10. *Sidewalk Replacement along Cross Street: between Linwood Avenue & Church Street;*
11. *Sidewalk Replacement along Hill Street: between Main Street & 88 Hill Street;*
12. *Sidewalk Replacement along Lake Street: between Main Street & Crescent Street;*
13. *Sidewalk Replacement along Pleasant Street: between Cross Street & Northbridge Middle School/Lasell Field;*
14. *Sidewalk Replacement along Hill Street: between Main Street & Upper High Street;*
15. *Sidewalk Replacement on Highland Street: between Church Street & the Northbridge Senior Center;*
16. *Crossing Improvements on Church Street & Highland Street Intersection: Crosswalk Replacement & ADA-Compliance;*
17. *Intersection Improvements on Church Street & Quaker Street Intersection;*
18. *Sidewalk along Main Street: between 401 Main Street & Route 146 North Interchange;*
19. *Sidewalk Replacement along Hill Street: between Upper High Street & Fowler Road; and*
20. *Bicycle Accommodations along Hill Street: Shoulder Widening & Wayfinding Signage*

Priority listing of remaining projects 21-25 & 26-44 shall be listed based upon rankings provided by individual members (previously identified -receiving 1 vote) and as may be determined by the DPW Director with consultation from Howard Stein Hudson.

Reference is made to spreadsheet (draft) entitled “MassDOT Complete Streets Funding Program Projects Prioritization Plan” consisting of 8-sheets -attached hereto.

IV. OLD/NEW BUSINESS

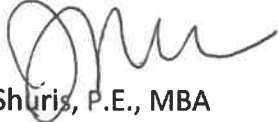
- a. Status of Action: June 05, 2019 (None)

- b. Next Safety Committee Meeting Date: Mr. Bechtholdt suggested the Committee look to establish a schedule for upcoming meeting dates. Chairman James Shuris will contact members to confirm if every third Wednesday of each month works. Committee shall consider meeting dates at the next scheduled meeting (to be determined).

V. ADJOURNMENT

Having no additional business, the Safety Committee adjourned its meeting of Tuesday, August 07, 2019 at or about 11:20 AM.

Respectfully yours,



James Shuris, P.E., MBA
Director of Public Works & Town Engineer
CHAIRMAN, NORTHBRIDGE SAFETY COMMITTEE

/rgb

Cc: Northbridge Town Clerk
Howard Stein Hudson

Northbridge Town Manager
R. Forst

Lt. Timothy Labrie
/File

Know all Men by These Presents,

E

That the Town of Northbridge, in the County of Worcester and Commonwealth of Massachusetts, in consideration of Four Hundred Dollars, paid by **Denise Brosnahan, of 24 Cedar Road, Uxbridge, MA**, the receipt of which is hereby acknowledged, does sell and convey to said Denise Brosnahan, that certain cemetery lot **2A, grave 5**, a single grave, situated on the way called **Willow Avenue** in the **Riverdale Cemetery**, and the sole and exclusive right of burial of the dead therein, subject to the following rules and restrictions for the regulation and government of said Cemetery; viz:

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

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

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

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

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

IN WITNESS WHEREOF, the said Town of Northbridge has caused these presents to be signed and sealed by its Board of Selectmen, this 2nd day of December in the year of our Lord Two Thousand Nineteen.

Town Manager's Report for the Period of November 7, 2019 – November 27, 2019

1. Key Meetings Attended:

- Monday, November 18, 2019 – Attended a meeting with the Building Inspector and Plumbing Inspector to discuss the Artificial Turf Field project.
- Monday, November 18, 2019 – Attended the Board of Selectmen Meeting.
- Tuesday, November 19, 2019 – Attended a Meeting with area Town Managers.
- Tuesday, November 19, 2019 – Attended a Meeting at MassDOT to discuss Northbridge TIP project applications.
- Wednesday, November 20, 2019 – Met with David Labonte of MIIA, our General Liability carrier.
- Thursday, November 21, 2019 – Met with Terry Gilchrist, BOH Food Inspector.
- Thursday, November 21, 2019 – Attended a Balmer School Project meeting with the MSBA.
- Thursday, November 21, 2019 – Attended a Lasell Field Project Meeting at Northbridge High School.
- Thursday, November 21, 2019 – Attended and presented at the Fire Station Feasibility project presentation.
- Monday, November 25, 2019 – Conference Call on the Fire Station Project with the design team.
- Tuesday, November 26, 2019 – Attended Senator Moore's Thanksgiving appreciation lunch at the Senior Center helping serve meals along with Chief White, Chief Warchol and several officers from Town.
- Wednesday, November 27, 2019 – Attended a retirement luncheon for retiring Firefighter Brian Castell, and presented a plaque on behalf of the Town for recognizing Brian's 44 years of service.

2. **Balmer School Building Project:** The project construction by Fontaine Brothers is well under way. Grading and tree removal is complete. Three of the four detention basins and replacement of a 36" drainage culvert across the site have been completed. The retaining wall on the east property line used for the access way is nearing completion. Fontaine has submitted the Building Permit application for review. MSBA was on site last week on November 21st to tour the site and attend the construction meeting. Filed subcontractor bids were received last week and the OPM and Town Counsel are reviewing several bid protests. The School Building Committee meets again on December 17, 2019.
3. **Fire Station Project (Feasibility Study):** The BPCC and the Kaestle-Boos Architect design team along with the OPM Cardinal Construction presented its findings to date last past week at a special Selectmen's Meeting on November 21, 2019 at the Northbridge High School Auditorium. The team took questions from the audience and the overall feedback was positive. The design team will next be working on design concepts for the preferred site which is the Town-owned Goulet Playground/ Riverdale Field site. They are also in the process of developing a project web page to be accessed via a link on the Town's website which will contain aspects of the project including existing building conditions, design concepts, reports, etc. The team will meet next with the BPCC on December 4, 2019.
4. **Lasell Field Turf Project:** The Land Scope Architect Activitas continues to make progress on the design for the project. The design team presented its findings to date to the BPCC last week on November 13th. They met last week on November 21st with NPS staff and the rest of the working group continuing to fine-tune the design to meet the project program and the budget. They meet next with the BPCC on December 4th.