

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
NORTHBRIDGE TOWN HALL
7 MAIN STREET - WHITINSVILLE, MA 01588
June 26, 2023 at 7:00 PM**

PLEDGE OF ALLEGIANCE

I. APPROVAL OF MINUTES

II. PUBLIC HEARING/A. 7:05 PM: Prem Shri Sai, Inc. dba 1 Quickstop Convenience – Transfer of Off-Premises license from Samarpan, Inc dba 1 Quickstop [Bhikhabhai Patel] to Prem Shri Sai, Inc. dba 1 Quickstop [Neena Jain, Manager]/**Present:** Sabrina Bolduc, Neena Jain, Manager and Anil Kumar Jain, President [Vote to approve pending Board of Health licenses and payment of all monies owed to the Town]

III. APPOINTMENTS:

B. 2023 Annual Reappointments/By the Board of Selectmen: Vote to reappoint per the list enclosed in agenda packet

C. 2023 Annual Reappointments/By the Town Manager: Vote to affirm reappointments per the list enclosed in agenda packet

IV. CITIZENS' COMMENTS/INPUT

V. DECISIONS

VI. DISCUSSIONS:

D. Vail Field Discussion/Present: Steve Gogolinski

VII. TOWN MANAGER'S REPORT

VIII. SELECTMEN'S CONCERNS

IX. ITEMS FOR FUTURE AGENDA

X. CORRESPONDENCE

XI. EXECUTIVE SESSION

TOWN OF NORTHBRIDGE
23 JUN 22 PM 2:03
RECEIVED

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



**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**

A.

June 13, 2023

Via EMAIL: ganlegpubnotices7@gannett.com

Dear Legal Department:

Please place the following Legal Notice in the **Friday, June 16, 2023** 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, June 26, 2023, at 7:05 PM** in the Selectmen's Meeting Room, Northbridge Town Hall, 7 Main Street, Whitinsville, MA, to consider the application to transfer the Wine and Malt Off-Premises license from Samarpan, Inc. dba 1 Quickstop Convenience [Bhikhabhai Patel], located at 206 North Main Street, Whitinsville, MA 01588 to Prem Shri Sai, Inc. dba 1 Quickstop Convenience [Neena Jain, Manager]. The description of the premises is as follows: *Modern commercial brick building measuring approx. 40'x60'. Front and rear entrances, employee office 6'x8', employee restroom, customer restroom, cashier station, utility room 8'x8', cooler 40'x8', storage room 12'x18', and ample parking including handicapped parking.*

Russell Collins, Chairman
Northbridge Board of Selectmen
June 16, 2023

Please send bill and tear sheets to:

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

Sincerely,

Melissa Ciaramitaro

Melissa Ciaramitaro
Sr. Administrative Assistant/HR Assist.

c: Arthur M. Pearlman, Attorney



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.

Prem Shri Sai, Inc is purchasing the assets of Samarpan, Inc. d/b/a Quickstop Convenience, which are located at 206 North Main Street, Whitinsville, Massachusetts 01588 and in conjunction with that purchase, Prem Shri Sai, Inc. is requesting a transfer of the Wine & Malt Beverages license currently held by Samarpan, Inc.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="Off-Premises-15"/>	<input type="text" value="\$15 Package Store"/>	<input type="text" value="Wines and Malt Beverages"/>	<input type="text" value="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	<input type="text" value="00017-PK-0904"/>	FEIN	<input type="text" value="92-3026720"/>
Entity Name	<input type="text" value="Prem Shri Sai, Inc."/>		
DBA	<input type="text" value="1 Quickstop Convenience"/>	Manager of Record	<input type="text" value="Neena Jain"/>
Street Address	<input type="text" value="206 North Main Street, Whitinsville, MA 01588"/>		
Phone	<input type="text" value="508-234-7913"/>	Email	<input type="text" value="N/A"/>
Add'l Phone	<input type="text" value="N/A"/>	Website	<input type="text" value="N/A"/>

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.

Modern commercial brick building measuring approx. 40' X 60'. Front and rear entrances, employee office 6' X 8' , employee restroom, customer restroom, cashier station, utility room 8' X 8', cooler 40' X 8', storage room 12' X 18', and ample parking including handicapped parking.

Total Sq. Footage	<input type="text" value="2,400 +/-"/>	Seating Capacity	<input type="text" value="N/A"/>	Occupancy Number	<input type="text" value="N/A"/>
Number of Entrances	<input type="text" value="2"/>	Number of Exits	<input type="text" value="2"/>	Number of Floors	<input type="text" value="1"/>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name By what means is the license being transferred?

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
<input type="text" value="Bhikhabhai M. Patel"/>	<input type="text" value="President, Treasurer, Secretary and Director"/>	<input type="text" value="100%"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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	Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Anil Kumar Jain"/>	<input type="text" value="2-B Ball Street, Worcester, MA 01603"/>	<input type="text" value="XXXXXXXXXX"/>	<input type="text" value="XXXXXXXXXX"/>	<input type="text" value="President, Treasurer, Secretary and Director"/>	<input type="text" value="50%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
<input type="text" value="Neena Jain"/>	<input type="text" value="2-B Ball Street, Worcester, MA 01603"/>	<input type="text" value="XXXXXXXXXX"/>	<input type="text" value="XXXXXXXXXX"/>	<input type="text" value="Owner"/>	<input type="text" value="50%"/>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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

APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input 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

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	Municipality

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 Date of Incorporation
State of Incorporation 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

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:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	\$195,000.00
C. Other* (Please specify)	
D. Total Cost	\$195,000.00

*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
Anil Kumar Jain and Neena Jain (Owners)	\$185,000.00
Priyankit Jain (Son of Owners - paid the deposit)	\$10,000.00
Total	\$195,000.00

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.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input 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.

The owners and their son are contributing or have already contributed the \$195,000.00 purchase price. \$10,000.00 of which was already contributed as the \$10,000.00 deposit.

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 Date of Birth SSN

Residential Address

Email Phone

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

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
2012	2019	Cashier	Edgemere Mini Mart	Muhammad Zabbar
2013	2022	Account Manager	House of Spice	Sejal Vora
2018	Present	Cashier	Star Dollar & More	Veena Garg

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 Date

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

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director Yes No US Citizen Yes No MA Resident Yes No

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director Yes No US Citizen Yes No MA Resident Yes No

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director Yes No US Citizen Yes No MA Resident Yes No

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director Yes No US Citizen Yes No MA Resident Yes 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

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

APPLICANT'S STATEMENT

I, the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

Of
Name of the Entity/Corporation

hereby submit this application (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 statements 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 are in compliance with state and local laws and regulations;
- (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 ownership 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.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Date:

Title:

CORPORATE VOTE

The Board of Directors or LLC Managers of

Prem Shri Sai, Inc.

Entity Name

duly voted to apply to the Licensing Authority of

Whitinsville

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

06/4/2023

Date of Meeting

For the following transactions (Check all that apply):

- New License
- Transfer of License
- Change of Manager
- Change of Officers/Directors/LLC Managers
- Change of Location
- Alteration of Licensed Premises
- Change Corporate Name
- Change of Ownership Interest (LLC Members/LLP Partners, Trustees)
- Change of Class (i.e. Annual / Seasonal)
- Change of License Type (i.e. club / restaurant)
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Issuance/Transfer of Stock/New Stockholder
- Other
- Change Corporate Structure (i.e. Corp / LLC)
- Pledge of Collateral (i.e. License/Stock)
- Management/Operating Agreement
- Change of Hours
- Change of DBA

"VOTED: To authorize

Anil Kumar Jain

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

Neena Jain

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,

Anil Anil

Corporate Officer /LLC Manager Signature

(Print Name)

For Corporations ONLY

A true copy attest,

Anil

Corporation Clerk's Signature

(Print Name)



**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: 001635145

ARTICLE I

The exact name of the corporation is:

PREM SHRI SAI, 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:

TO CARRY ON A GENERAL MERCANTILE BUSINESS IN ANY STATE OR TERRITORY OF THE UNITED STATES AND ANY FOREIGN COUNTRY. TO BUY, LEASE, OR OTHERWISE ACQUIRE, AND TO HOLD, SELL, ASSIGN, TRANSFER, MORTGAGE, PLEDGE, OR OTHERWISE DISPOSE OF, AND DEAL IN, PERSONAL PROPERTY OF ALL KINDS WHEREVER LOCATED. TO BUY, LEASE, OR OTHERWISE ACQUIRE, HOLD, IMPROVE, MAINTAIN, SUPERVISE, OPERATE, EXCHANGE, SELL, LEASE, PLEDGE, MORTGAGE, OR OTHERWISE DISPOSE OF REAL ESTATE OR INTERESTS THEREIN, IN ANY STATE OR TERRITORY OF THE UNITED STATES AND ANY FOREIGN COUNTRY, BUT ONLY AS MAY BE NECESSARY OR INCIDENTAL TO CARRYING ON ANY PART OR PARTS OF THE BUSINESS OF THE CORPORATION. TO SUBSCRIBE FOR, BUY, ACQUIRE, HOLD, SELL, ASSIGN, TRANSFER, MORTGAGE, PLEDGE, OR OTHERWISE DISPOSE OF, AND TO DEAL IN, STOCKS, BONDS, NOTES, OBLIGATIONS AND SECURITIES OF ANY CORPORATIONS, JOINT STOCK COMPANIES, TRUSTS, ASSOCIATIONS, FIRMS, OR PERSONS AND THE BONDS AND SECURITIES OF THE UNITED STATES, AND OF ANY STATE THEREOF, AND OF ANY STATE THEREOF, AND OF ANY COUNTRY, DISTRICT OR MUNICIPALITY, AND OF ANY AGENCY OF ANY OF THE FOREGOING AND OF ANY FOREIGN GOVERNMENT OR AGENCY, AND AS OWNER THEREOF TO EXERCISE ALL RIGHTS, POWERS AND PRIVILEGES OF OWNERSHIP, INCLUDING WITHOUT LIMITATION, THE RIGHT TO VOTE. TO ACQUIRE THE GOODWILL AND PROPERTY OF ANY CORPORATION, JOINT STOCK COMPANIES, TRUSTS, ASSOCIATIONS, FIRMS OR PERSON, AND TO UNDERTAKE, GUARANTEE, ENDORSE OR ASSUME THE WHOLE OR ANY PART OF THE OBLIGATIONS OR LIABILITIES THEREOF, INCLUDING WITHOUT LIMITATION, LEASES AND CONTRACTS. TO BORROW MONEY AND TO MAKE AND ISSUE BONDS, DEBENTURES, NOTES AND EVIDENCE OF INDEBTEDNESS OF THE CORPORATION AND TO SECURE THE SAME BY THE MORTGAGE, PLEDGE, OR OTHER TRANSFER OF ALL OR ANY PART OF ITS PROPERTIES. TO LEND MONEY OR CREDIT TO, TO GUARANTEE THE PERFORMANCE OF ANY CONTRACT, OR OBLIGATION, AND TO AID IN ANY OTHER MANNER, CORPORATIONS, JOINT STOCK COMPANIES, TRUSTS, ASSOCIATIONS, FIRMS, AND OBLIGATION OF WHICH OR ANY INTEREST IN WHICH IS HELD BY THE CORPORATION, OR IN THE AFFAIRS OR PROSPERITY OF WHICH THIS CORPORATION HAS AN INTEREST, AND TO SECURE ANY SUCH UNDERTAKING MADE BY IT BY THE MORTGAGE, PLEDGE OR OTHER TRANSFER OF ALL OR ANY PART OF ITS PROPERTIES. TO ACQUIRE, HOLD, USE, SELL, ASSIGN, GRANT LICENSES IN RESPECT OF, MORTGAGE, OR OTHERWISE DISPOSE OF, ANY AND ALL INVENTIONS.

IMPROVEMENTS, LETTERS PATENT OR COPYRIGHTS OF THE UNITED STATES OR OF ANY OTHER COUNTRY. TO PURCHASE OR OTHERWISE ACQUIRE, AND TO HOLD, SELL, ASSIGN, TRANSFER, MORTGAGE, PLEDGE OR OTHERWISE DISPOSE OF AND DEAL IN, STOCK OF THE CORPORATION, TO DO ANY OR ALL OF THE THINGS SET FORTH TO THE SAME EXTENT AS NATURAL PERSONS MIGHT OR COULD DO IN ANY PART OF THE WORLD AS PRINCIPALS, AGENTS, OR OTHERWISE, AND EITHER ALONE OR WITH OTHERS, AND TO BE EVERY ACT AND THING NECESSARY, CONVENIENT OR PROPER FOR THE ACCOMPLISHMENT OF ANY OF THE OBJECTS HEREIN ENUMERATED, OR INCIDENTAL TO ANY OF THE POWERS HEREIN STATED, PROVIDED THE SAME BE NOT INCONSISTENT WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS APPLICATION FOR BUSINESS CORPORATIONS. THE FOREGOING CLAUSES SHALL BE CONSTRUED BOTH AS OBJECT AND POWERS, AND IT IS EXPRESSLY INTENDED THAT NO SPECIFIC ENUMERATION SHALL RESTRICT IN ANY WAY ANY GENERAL LANGUAGE THAT NONE OF THE PURPOSES SET FORTH IN ANY OF THE ABOVE CLAUSES SHALL BE LIMITED OR RESTRICTED IN ANY WAY THE TERMS OF ANY OTHER CLAUSE, THAT EACH PURPOSE MAY BE PURSUED INDEPENDENTLY OF ANY OTHER PURPOSE FROM TIME TO TIME AND WHEREVER DEEMED DESIRABLE, AND THAT THE CORPORATION SHALL HAVE AND POSSESS ALL THE RIGHTS, PRIVILEGES AND POWERS NOW OR HEREAFTER CONFERR BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS UPON BUSINESS CORPORATIONS ORGANIZED UNDER SUCH LAWS. TO CARRY ON ANY BUSINESS PERMITTED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS TO A CORPORATION ORGANIZED UNDER CHAPTER 156D. NOTHING SHALL PROHIBIT THE ISSUANCE OF SECTION 1244 STOCK OR THE ELECTION TO BE AN S CORPORATION.

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
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CNP	\$0.00000	1,500	\$0.00	100

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:

ANY STOCKHOLDER, INCLUDING THE HEIRS, ASSIGNS, EXECUTORS OR ADMINISTRATORS OF A DECEASED STOCKHOLDER, DESIRING TO SELL OR TRANSFER SUCH STOCK OWNED BY HIM OR THEM, SHALL FIRST OFFER IT TO THE CORPORATION THROUGH THE BOARD OF DIRECTORS. IN THE SAME MANNER FOLLOWING: HE SHALL NOTIFY THE DIRECTORS OF HIS DESIRE TO SELL OR TRANSFER BY NOTICE IN WRITING, WHICH NOTICE SHALL CONTAIN THE PRICE AT WHICH HE IS WILLING TO SELL OR TRANSFER AND THE NAME OF ONE ARBI

TRATOR. THE DIRECTORS SHALL WITHIN THIRTY DAYS THEREOF EITHER ACCEPT THE OFFER, OR BY NOTICE TO HIM IN WRITING, NAME A SECOND ARBITRATOR AND THESE TO NAME A THIRD. IT SHALL THEN BE THE DUTY OF THE ARBITRATORS TO ASCERTAIN THE VALUE OF THE STOCK, AND IF ANY ARBITRATOR SHALL NEGLECT OR REFUSE TO APPEAR AT ANY MEETING APPOINTED BY THE ARBITRATORS, A MAJORITY MAY ACT IN THE ABSENCE OF SUCH ARBITRATOR. AFTER THE ACCEPTANCE OF THE OFFER, OR THE REPORT OF THE ARBITRATORS AS TO THE VALUE OF THE STOCK, THE DIRECTORS SHALL HAVE THIRTY DAYS WITHIN WHICH TO PURCHASE THE SAME AT SUCH VALUATION, BUT IF AT THE EXPIRATION OF THIRTY DAYS, THE CORPORATION SHALL NOT HAVE EXERCISED THE RIGHT TO SO PURCHASE, THE OWNER OF THE STOCK SHALL BE AT LIBERTY TO DISPOSE OF THE SAME IN ANY MANNER HE MAY SEE FIT. NO SHARES OF STOCK SHALL BE SOLD OR TRANSFERRED ON THE BOOKS OF THE CORPORATION UNTIL THESE PROVISIONS HAVE BEEN COMPLIED WITH, BUT THE BOARD OF DIRECTORS MAY IN ANY PARTICULAR INSTANCE WAIVE THE REQUIREMENT.

ARTICLE VI

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

THE BOARD OF DIRECTORS, WHOSE NUMBER IS FIXED AT ONE (1) INDIVIDUAL, MAY MAKE, AMEND, OR REPEAL THE BY-LAWS OF THE CORPORATION, IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH, BY LAW, THE ARTICLES OF ORGANIZATION, OR THE BY-LAWS, REQUIRES ACTION EXCLUSIVELY BY THE STOCKHOLDERS ENTITLED TO VOTE THEREON; BUT ANY BY-LAW ADOPTED BY THE BOARD OF DIRECTORS MAY BE AMENDED OR REPEALED. ALL MEETINGS OF STOCKHOLDERS OF THE CORPORATION MAY BE HELD WITHIN THE COMMONWEALTH OF MASSACHUSETTS, OR ELSEWHERE WITHIN THE UNITED STATES. THE PLACE OF SUCH MEETINGS SHALL BE FIXED IN, OR DETERMINED IN THE MANNER PROVIDED IN THE BY-LAWS. EACH DIRECTOR OR OFFICER, PRESENT OR FORMER, OF THE CORPORATION OR OF ANY OTHER CORPORATION, A MAJORITY OF THE STOCK OF WHICH IS OWNED BY CORPORATION, SHALL BE INDEMNIFIED BY THE CORPORATION AGAINST ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, REASONABLY INCURRED BY OR IMPOSED UPON HIM IN CONNECTION WITH OR ARISING OUT OF ANY ACTION, SUIT OR PROCEEDING TO HAVE BEEN DERELICT IN THE PERFORMANCE OF HIS DUTY AS SUCH DIRECTOR OR OFFICER, OR IN RESPECT OF ANY MATTER ON WHICH ANY SETTLEMENT OR COMPROMISE IS EFFECTED, IF THE TOTAL EXPENSE, INCLUDING THE COST OF SUCH SETTLEMENT, SHALL SUBSTANTIALLY EXCEED THE EXPENSE WHICH MIGHT REASONABLY BE INCURRED BY SUCH DIRECTOR OR OFFICER IN CONDUCTING SUCH LITIGATION TO A FINAL CONCLUSION. THE FOREGOING RIGHT OF INDEMNIFICATION SHALL NOT BE EXCLUSIVE OF OTHER RIGHTS TO WHICH ANY SUCH DIRECTOR OR OFFICER MAY BE ENTITLED AS A MATTER OF LAW. IN DETERMINING THE REASONABLENESS OF ANY SETTLEMENT, THE JUDGMENT OF THE BOARD OF DIRECTORS SHALL BE FINAL. NO CONTRACT OR OTHER TRANSACTION BETWEEN THIS CORPORATION AND ANY OTHER FIRM OR CORPORATION SHALL BE AFFECTED OR INVALIDATED BY REASON OF THE FACT THAT ANY ONE OR MORE OF THE DIRECTORS, STOCKHOLDERS, OR OFFICERS OF THIS CORPORATION IS OR ARE INTERESTED IN, OR IS A MEMBER, STOCKHOLDER, DIRECTOR OR OFFICER OF SUCH OTHER FIRM OR CORPORATION; AND ANY DIRECTOR, STOCKHOLDERS OR OFFICER, OR OFFICERS, INDIVIDUALLY OR JOINTLY, MAY BE A PARTY OR PARTIES TO, OR MAY BE INTERESTED IN, ANY CONTRACT OR TRANSACTION OF THIS CORPORATION WITH ANY PERSON OR PERSONS, FIRM, ASSOCIATION OR CORPORATION SHALL BE AFFECTED OR INVALIDATED BY REASON OF THE FACT THAT ANY DIRECTOR OR DIRECTORS, STOCKHOLDER OR STOCKHOLDERS OR OFFICER OR OFFICERS OF THIS CORPORATION IS A PARTY OR ARE PARTIES TO, OR INTERESTED IN, SUCH CONTRACT, ACT OR TRANSACTION, OR IN ANY WAY CONNECTED WITH SUCH PERSON OR PERSONS, FIRM, ASSOCIATION OR CORPORATION, AND EACH AND EVERY PERSON WHO MAY BECOME A DIRECTOR, STOCKHOLDER OR OFFICER OF THIS CORPORATION IS HEREBY RELIEVED FROM ANY LIABILITY THAT MIGHT OTHERWISE

SE EXIST FROM THUS CONTRACTING WITH THIS CORPORATION FOR THE BENEFITS OF HIMSELF OR ANY FIRM, ASSOCIATE, OR CORPORATION IN WHICH HE MAY BE OTHERWISE INTERESTED. PURSUANT TO M.G.L.A. CHAPTER 156D § 8.03, THE BOARD OF DIRECTORS SHALL BE FIXED AT ONE (1) INDIVIDUAL.

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: 2/9/2023 **Time:** 08:00 AM

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: ANIL KUMAR JAIN
No. and Street: 206 NORTH MAIN STREET
City or Town: WHITINSVILLE State: MA Zip: 01588 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	ANIL KUMAR JAIN	2-B BALL STREET WORCESTER, MA 01603 USA
TREASURER	ANIL KUMAR JAIN	2-B BALL STREET WORCESTER, MA 01603 USA
SECRETARY	ANIL KUMAR JAIN	2-B BALL STREET WORCESTER, MA 01603 USA
DIRECTOR	ANIL KUMAR JAIN	2-B BALL STREET WORCESTER, MA 01603 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 WITH BEER AND WINE AND LOTTERY

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

No. and Street: 206 NORTH MAIN STREET
City or Town: WHITINSVILLE State: MA Zip: 01588 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: 206 NORTH MAIN STREET
City or Town: WHITINSVILLE State: MA Zip: 01588 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 8 Day of February, 2023 at 3:14:16 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.*)

ANIL KUMAR JAIN, PRESIDENT

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:

February 08, 2023 03:13 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

COMMERCIAL LEASE

Lease Agreement made this ____ day of April, 2013, between Steve Tran, of 96 Park Ave, Webster, Massachusetts 05170, hereinafter referred to as "Lessor", and Bhikhabhai Patel, of 12 Lauric Lane, Charlton, Massachusetts 01507, hereinafter referred to as "Lessee".

WITNESSETH

THAT, in consideration of the covenants herein contained, the Lessor hereby leases and the Lessee hereby rents the following described Premises:

The premises known as 206 North Main Street, Whitinsville, Massachusetts 01588.

Upon the commencement date of this Lease the Lessor shall deliver to the Lessee the Premises in accordance with Schedule A attached hereto and incorporated herein. The Lessee agrees to make all alterations or renovations desired by the Lessee, all in accordance with the provisions of paragraph 15 herein, at Lessee's cost and expense.

1. **TERM & RENEWALS:** The term of this Lease shall be for a period of ten (10) years commencing on August 1, 2013. The Lessee shall have two (2) options to extend this Lease for an additional ten (10) years period each. Lessee may choose not to extend said lease by giving written notice to the Lessor of the Lessee's intent NOT to extend at least five (5) months prior to the expiration of the each preceding term of this Lease; however, the absence of notice will be considered the exercise of said option of choosing to extend.
2. **RENT:** Rent shall become due and payable upon commencement of the term.

Current 10 Year Lease	ANNUAL RENT	MONTHLY RENT
Year 1	\$25,200.00	\$2,100.00
Year 2	\$25,200.00	\$2,100.00
Year 3	\$25,200.00	\$2,100.00
Year 4	\$25,200.00	\$2,100.00
Year 5	\$25,200.00	\$2,100.00
Year 6	\$27,600.00	\$2,300.00
Year 7	\$27,600.00	\$2,300.00
Year 8	\$27,600.00	\$2,300.00
Year 9	\$27,600.00	\$2,300.00
Year 10	\$27,600.00	\$2,300.00

First 10 Year Option

Year 1	\$30,000.00	\$2,500.00
Year 2	\$30,000.00	\$2,500.00
Year 3	\$30,000.00	\$2,500.00
Year 4	\$30,000.00	\$2,500.00
Year 5	\$30,000.00	\$2,500.00
Year 6	\$32,400.00	\$2,700.00
Year 7	\$32,400.00	\$2,700.00
Year 8	\$32,400.00	\$2,700.00
Year 9	\$32,400.00	\$2,700.00
Year 10	\$32,400.00	\$2,700.00

Second 10 Year Option

Year 1	\$34,800.00	\$2,900.00
Year 2	\$34,800.00	\$2,900.00
Year 3	\$34,800.00	\$2,900.00
Year 4	\$34,800.00	\$2,900.00
Year 5	\$34,800.00	\$2,900.00
Year 6	\$37,200.00	\$3,100.00
Year 7	\$37,200.00	\$3,100.00
Year 8	\$37,200.00	\$3,100.00
Year 9	\$37,200.00	\$3,100.00
Year 10	\$37,200.00	\$3,100.00

All rent payments shall be made on the first day of each month in advance. Rent for any partial month shall be equitably adjusted. All rent payments shall be made payable to the Lessor and delivered to the Lessor, at the Lessor's address by a good check payable in U.S. funds and drawn on a Massachusetts bank.

3. **UTILITIES:** The Lessee agrees to pay promptly all bills chargeable to the Premises for electricity, gas and any other utilities separately metered and consumed by Lessee, whether for heat, air conditioning or otherwise, and bills for water and sewer servicing the Premises. It is agreed that all utilities chargeable to Lessee including electricity, gas, air conditioning, and water and sewer shall be separately metered. The Lessee shall be responsible for its own cleaning and rubbish removal including the proper disposition of all waste products used or generated by the Lessee in its business.
4. **NUISANCE:** The Lessee shall not allow the Premises to be used in a manner that will cause nuisance to others or in violation thereof in accordance to municipal regulations. The Lessee will take all actions necessary to control odors which may emanate from the Premises particularly resulting from the Lessee's use of the Premises as a convenience store with beer and wine sales, especially the redemption trailer, to the extent that the Lessee

shall, by execution of this lease hold the Lessor harmless from all loss, cost, damages and fees, including but not limited to attorney's fees originating from claims relating to any nuisance created by the Lessee.

5. USE OF PREMISES: The Lessee agrees to use said Premises for the purpose of carrying on its business of a convenience/beer & wine store with related services as are usual and customary and for no other purpose. The Premises shall not be used for any other purposes without written consent of the Lessor, which shall not be unreasonably withheld. The Lessee at its sole expense shall comply with all material laws, orders, and regulations of Federal, State and Municipal authorities and with any direction of any public officer pursuant to law, which shall impose any duty upon the Lessor or the Lessee with respect to the leased property and shall observe and comply with such reasonable rules and regulations as may be promulgated by the Lessor. The Lessee, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease, or for the making of repairs, alterations, improvements, or additions, and the Lessor, where necessary, will join with the Lessee in applying for all such permits or licenses. The Lessee shall be solely responsible to pay any and all personal property taxes assessed on the Premises.

6. REPAIRS: The Lessee, during the term of this Lease or any extensions or renewals thereof, shall, at its expense, make all repairs and replacements as shall be reasonably necessary to keep said Premises in good repair, including but not limited to the plumbing, electrical, heating, ventilating, and air conditioning systems, including all HVAC units. The Lessee further agrees that all damage or injury done to the Premises by the Lessee or by any person who may be in or upon the Premises, except such injury or damage as may be done by the Lessor, the Lessor's agents, servants, or employees, shall be repaired by the Lessee at its expense. Any damage or injury done to the Premises by the Lessor, its agents, servants, or employees shall be repaired by the Lessor. In addition to the Lessor's responsibility to repair as set forth in this paragraph the Lessor agrees to maintain the structural portion of the outside walls, roof and floor of the building within which the Premises are a part. The Lessee agrees to promptly and regularly remove all rubbish from the Premises at the Lessee's cost and expense and not allow the same to accumulate. Lessor shall maintain the septic system, however only under conditions of normal usage only. Should the septic system require maintenance due to negligence or misuse by Lessee, Lessee shall pay for all cost of maintenance or repair due to said negligence or misuse. Lessee shall be responsible for maintenance and repairs of the overhead door and motor that operates said doors for both front and rear entrance.

Notwithstanding any provisions of this Lease to the contrary, the Lessee shall be primarily responsible to keep the sidewalks immediately adjacent to the Premises free of ice, snow and debris between the times of the Lessor's normal maintenance of the same. Snow removal of the entire premises is the sole responsibility of the Lessee at its own expense.

The Lessee agrees to keep lit the outside of the premises, at all times, for safety customer

and public safety, at its sole expense. Lessee further agrees that the trailer in the back parking lot belongs to the Lessee for purposes of its redemption center, and therefore, Lessee shall be fully responsible for paying all personal property taxes assessed on said trailer.

The Lessee further warrants that it will indemnify Lessor for any cost Lessor may incur as a result of breach of any covenants herein, including but not limited to, attorney's fees, and increased insurance premiums.

The Lessee will inspect and accept the Premises upon commencement of this lease and agrees that, at the expiration of this Lease or upon earlier termination thereof, to quit and surrender said Premises in good condition, excepting reasonable wear, damage by fire or other casualty or other causes beyond the control of the Lessee.

7. **LESSOR'S ENTRY:** The Lessee shall permit the Lessor and its agents to enter the Premises at reasonable times to inspect the same and to make any repairs which are the responsibility of the Lessor and further to show the Premises at the end of the term or any extensions thereof to prospective tenants. Lessor shall not unreasonably interfere with tenant's quiet enjoyment of the Premises while conducting Lessor's rights hereunder.
8. **INSOLVENCY:** If any proceedings in bankruptcy or insolvency are filed against the Lessee or if any writ of attachment or writ of execution is levied upon the interest herein of the Lessee, and such proceedings or levies shall not be released or dismissed within thirty (30) days thereafter, or if any sale of the leasehold interest hereby created or any part thereof should be made under any execution or other judicial process, or if the Lessee shall make any assignment for the benefit of creditors or shall voluntarily institute bankruptcy or insolvency proceedings, the Lessor, at the Lessor's election, may re-enter and take possession of said Premises and remove all persons therefrom and the Lessee covenants and agrees, notwithstanding any entry or re-entry by the Lessor, whether by summary proceedings, termination or otherwise, to pay and be responsible for the days originally fixed hereunder for the payments thereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if the Lessor had not entered or re-entered as aforesaid, including but not limited to legal fees, costs, and charges incurred. The Lessor agrees to use reasonable efforts to mitigate the Lessor's damages.

The Lessee agrees to provide the Lessor, upon the Lessor's request financial statements for the sole use of the Lessor in determining the Lessee's solvency and for the use of the Lessor's mortgagee. All information shall be kept confidential to the extent permitted by law.

9. **NON-WAIVER OF DEFAULT:** The subsequent acceptance of rent hereunder by the Lessor shall not be deemed a waiver of any preceding breach of any obligations hereunder by the Lessee other than the failure to pay the particular rental so accepted and the waiver of

any breach of any covenant or condition by the Lessor shall not constitute a waiver of any other breach regardless of knowledge thereof.

10. **INSURANCE:** The Lessee at its own expense shall provide and keep in force, for the benefit of the Lessor, comprehensive general liability insurance in which the Lessor shall be named as an additional insured with minimum limits of \$500,000.00 / \$1,000,000.00 and \$250,000.00 for property damage, naming Lessor as additional certificate holder. The Lessee agrees to increase the limits and type of coverage as may be requested by the Lessor from time to time so that the same reflect commercially reasonable coverages taking into account the Lessee's use of the Premises. The policy shall contain a provision that the insurer will not cancel or change the insurance without first giving the Lessor ten (10) days prior written notice. The Lessee shall deposit said insurance policies or certificates of insurance with the Lessor within ten (10) days of the commencement date hereof.

Additionally, during the term of this Lease, the Lessee will indemnify and save harmless the Lessor against and from any and all claims by or on behalf of any person arising from the conduct or management of or from any work or thing whatsoever done in or about the Premises by any person lawfully in or about said Premises except as to negligence of Lessor, its agents, servants, employees, invitees, or causes under the Lessor's control.

Notwithstanding anything to the contrary contained in this Lease, the parties hereby mutually release one another of and from any and all liabilities and damages that are covered by their respective insurance then in force, to the full extent of such insurance coverage, provided that this release does not invalidate such insurance coverage nor affect the rights of subrogation of any insurer, and the parties agree to look to such insurance coverage for reimbursement or compensation for such covered damages or liabilities. This paragraph shall not affect the rights of the parties to seek damages from one another for claims which are not clearly covered by their respective insurance or for claims in excess of any insurance coverage.

Lessor shall be responsible for Real Estate Tax and Real Estate Insurance for said premises.

11. **FIRE OR OTHER CASUALTY LOSS:** In the event of damage or destruction of the leased property by fire or other unavoidable casualty so that the same shall thereby be rendered unfit for use or otherwise substantially impairs Lessee's ability to conduct its business, and the said Premises cannot be restored with reasonable diligence within sixty (60) days then this Lease and the said term shall terminate at the election of either the Lessee or the Lessor and if either shall not so elect, then in case of any such destruction or damage to the Premises rendering the same unfit for use or occupation, a just proportion of the rent hereinafter reserved, according to the nature and extent of the injury sustained by the Premises shall be abated according to the amount in value of such remaining space and not adjusted solely on the basis of square footage.

12. **DAMAGE AND LOSS:** To the maximum extent that this Agreement may be made

effective according to law Lessee agrees that the Lessor shall not be responsible or liable to the Lessee or those claiming by, through, or under the Lessee, for any loss or damage resulting to the Lessee or those claiming by, through or under it or its or their property from the breaking, bursting, stopping or leaking of electric cables, wires or water, gas, sewer or steam pipes and like loss or damage, unless caused by negligence of Lessor, its agents, servants or employees.

The Lessee will indemnify the Lessor and hold it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury arising from or out of any occurrence in, upon, or at the Premises, or the occupancy or use by the Lessee of the Premises or any part thereof or occasioned wholly or in part by any negligent act or omission of the Lessee, its agents, contractors, employees, servants, lessees or concessionaires. In case the Lessor shall be made a party to any litigation commencing by or against the Lessee, then the Lessee shall protect and hold the Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by the Lessor in connection with such litigation unless such litigation is due to the negligence of the Lessor, its agents, servants, employees or invitees. Lessee shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by the Lessor in enforcing the covenants and agreements in this Lease as against the Lessee. Notwithstanding the foregoing, the Lessee will not be liable for any legal expenses incurred by the Lessor in a suit between the Lessor and the Lessee in which final judgment is for the Lessee.

13. **PLATE GLASS:** The Lessee agrees to be responsible for all plate-glass and all glass in all windows and doors.
14. **QUIET ENJOYMENT:** The Lessee upon paying the basic rent and all additional rent and other charges herein provided for, and performing and observing all the other terms and conditions of this Lease, shall be entitled to the quiet enjoyment and possession of the Premises without hindrance or molestation by anyone claiming by or through the Lessor, subject, however, to the reservations and conditions of this Lease.
15. **ALTERATIONS AND RENOVATIONS:** The Lessee agrees to make no structural or permanent alterations or renovations to the Premises without first having submitted a plan of the same to the Lessor and obtaining the express written consent of the Lessor which consent will not be unreasonably withheld, delayed or denied. All such alterations, rebuildings, replacements, additions, improvements on or in the Premises after the commencement of the term and which may be erected, installed or affixed on or in the leased property shall be at the Lessee's expense and shall become the sole property of the Lessor and be deemed to be part of the leased property, except that all movable trade fixtures provided they are not permanently attached to or a part of any ceiling or wall shall be and remain the property of the Lessee, provided, however, that after the removal of any such movable trade fixtures the Premises are to be returned to a condition with all wires and pipes capped but not filled and all holes repaired. Any damages sustained to the Premises

by removal of the Lessee's trade fixtures shall be repaired at the Lessee's sole expense. Notwithstanding the above, the Lessor reserves the right to require that all or any portion of the Lessee's improvements, alterations and renovations, as well as trade fixtures and personal property, be removed by the Lessee at the Lessee's expense upon the Lessee's vacating the Premises so as to leave the Premises in substantially the same condition as at the commencement of this Lease. For the purposes of this paragraph, the term "movable trade fixtures" shall not include any lighting, bathroom, heating, ventilating, air conditioning and other like fixtures, not limited to the above. Any alterations or improvements to the Premises made by the Lessee shall be completed in a good workmanlike manner.

No renovations or improvements shall be made to the exterior of the Premises or penetrations made to the roof without the express written consent of the Lessor irrespective of any waiver of the obligation to obtain written consent for other renovations, improvements, or alterations as set forth herein. Any penetration of the roof shall be made by the Lessor's roofing contractor; the intent being to preserve the roof bond.

Notice is hereby given that the Lessor shall not be liable for any labor or materials furnished, or to be furnished to the Lessee upon credit and that no mechanic's liens or other lien for any such labor, materials shall attach to or affect the reversionary or other estate or interest of the Lessor in and to the Premises. The Lessee further agrees to indemnify the Lessor against any and all costs, damages and expenses it may suffer on account of the same. The Lessee shall cause the same to be removed or dissolved by bond.

16. ABANDONMENTS: The Lessee agrees not to vacate or abandon the Premises at any time during the demised term. Should the Lessee vacate or abandon said Premises or be dispossessed by process of law or otherwise, such abandonment or dispossession shall be a breach of this Lease, and in addition to any other right which the Lessor may have, the Lessor may remove any personal property belonging to the same, such removal and storage to be for the account of the Lessee.
17. ASSIGNMENTS AND SUBLETTING: The Lessee shall not assign or sublet this Lease or any interest therein without the express written consent of the Lessor, which shall be not be unreasonably withheld. The acceptance of rent from any person other than the Lessee shall not relieve the Lessee from his obligations under this paragraph or operate as an acceptance of any assignment or subletting.

Notwithstanding the foregoing, no such assignment or subletting shall release the Lessee from any of its obligations from the remaining terms of the Lease.

18. HOLDING OVER: Any holding over after the expiration of said term or any extended term hereof without the consent of the Lessor shall be construed to be a tenancy at sufferance.

19. **SUBORDINATION:** The Lessee agrees to subordinate its rights under this Lease to any mortgages that have heretofore or are hereafter placed on the Premises and agrees not to encumber its leasehold interest. No instrument executed by the Lessee shall be necessary to effectuate such a subordination; however, upon request of the Lessor the Lessee hereby agrees to immediately execute such instrument of subordination as the Lessor may reasonably request. The Lessor agrees to use reasonable efforts to obtain from mortgagees a non disturbance and attornment agreement, however, the Lessee's obligations herein are not contingent on the execution of such an agreement by a mortgagee. Both the Lessor and the Lessee further agree to immediately execute such documents as may be reasonably requested by the other to reflect the current status of the Lease with respect to rent and other payments, defaults and the like.

20. **CONDEMNATION:** If the whole of the Premises shall be taken or condemned by any competent authority for any public use or purpose, then the term hereby granted shall cease on the day prior to the taking of possession by such authority or on the day prior to the vesting of title in such authority, whichever first occurs, and rent hereunder shall be paid to and adjusted as of that day. The Lessor agrees to give written notice of such taking to the Lessee promptly. If a portion of said Premises shall be taken or condemned, and, as a result thereof, there shall be such a major change in the character of the Premises as to prevent the Lessee from using the same in substantially the same manner as theretofore used, then, and in that event, the Lessee or the Lessor may either cancel and terminate this Lease as of the date when the part of the Premises so taken or condemned shall be required for such public purpose or the said Lessee may continue to occupy the remaining portion, provided, however, the Lessee shall give written notice to the Lessor within fifteen (15) days after receipt of notice from the Lessor of any taking or vesting of title, of its election. In the event the Lessee shall remain in possession and occupation of the remaining portion, all the terms and conditions of this Lease shall remain in full force and effect with respect to such remaining portion, except that the rent reserved to be paid hereunder shall be equitably adjusted according to the amount in value of such remaining space, and not adjusted solely on the basis of square footage.

The Lessor reserves to himself and the Lessee assigns to the Lessor all rights to damages accruing on account of any taking under the power of eminent domain by reason of any act of any public or quasi-public authority for which damages are payable. Lessee agrees to execute such instruments of assignment as may be reasonably required by the Lessor in any proceedings for the recovery of such damages if requested by the Lessor. The Lessor does not reserve to himself and the Lessee does not assign to the Lessor any damages payable for movable trade fixtures installed by the Lessee or anyone claiming under the Lessee.

21. **LESSOR'S RIGHT TO PERFORM LESSEE'S OBLIGATIONS:** If the Lessee shall default in the performance of any covenant or condition in this Lease required to be performed by the Lessee, the Lessor may, after thirty (30) days, except for non-payment of rent and after giving written notice of the default to the Lessee, or without notice, if in the Lessor's opinion an emergency exists and notice is not reasonably possible, perform such covenant

or condition for the account and at the expense of the Lessee. If the Lessor shall incur any expense, including reasonable attorney's fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any default of the Lessee, the Lessee shall reimburse the Lessor for the amount of such expenses. Should the Lessee, pursuant to this Lease, become obligated to reimburse or otherwise pay the Lessor any sum of money in addition to the specific rent, the amount thereof shall be deemed additional rent and may, at the option of the Lessor be added to any subsequent installment of the specific rent due and payable under this Lease, in which event the Lessor shall have the remedies for default in the payment thereof provided by this Lease. The provisions of this paragraph shall survive the termination of this Lease.

In the event of nonpayment of rent continuing for fourteen (14) days, without prior notice to the Lessee, the Lessor shall have such remedies to which he is entitled under law.

In addition, all rent not paid when due (the first day of each month) shall thereafter be subject to a late charge in the amount of five percent (5%) of the amount of the monthly installment overdue. In accordance with Paragraph 9 herein, the subsequent acceptance of rent shall not be deemed a waiver of any preceding breach and acceptance of any partial payment of rent shall not relieve the Lessee from the obligation to pay the additional amounts due hereunder, including interest as provided for herein.

The remedies of the Lessor hereunder shall be cumulative and any delay or extension in enforcement shall not be deemed a waiver of the Lessor's rights.

22. **HAZARDOUS MATERIALS:** The Lessee hereby covenants (a) that the Premises will not be used for the generation, storage, treatment, use, or disposal of hazardous and toxic waste, (b) to deliver promptly to the Lessor and to the Lessor's Mortgagee copies of any notices received by the Lessee in connection with the presence (or alleged presence) of Materials in or upon the Premises, (c) to allow both the Lessor and the Lessor's Mortgagee periodically to inspect the Premises, and (d) to indemnify and hold harmless both the Lessor and the Lessor's Mortgagee from and against all loss, liability, damage, and expense, including reasonable attorney's fees, arising from the presence of Materials in or upon the Premises but only to the extent that the Lessee generated, used on the Premises, or otherwise knowingly permitted such Materials to be brought upon the Premises.

Materials, for the purposes of this section, means oils, hazardous materials, hazardous wastes, or hazardous substances as such terms are defined under the Comprehensive Environmental Response Compensation and Liability Act, as amended, the Resource Conservation and Recovery Act of 1976, as amended and the regulations promulgated thereunder, and all applicable state and local laws, rules and regulations including without limitation MGL Ch. 21C and Ch. 21E (collectively, "The Superfund and Hazardous Waste Laws").

The Lessee's obligations to hold harmless and indemnify the Lessor under this Lease shall

not apply to any condition such as hazardous waste or otherwise existing upon the Premises prior to the term of this Lease.

23. **SIGNS:** The Lessee shall not erect, place or allow to be placed on the Premises or any part of the Lessor's property any sign of any nature without the prior written consent of the Lessor, which shall not be unreasonably withheld. The Lessor reserves the right to regulate all aspects of signage. Upon the termination of this Lease, at the Lessor's request, the Lessee agrees to remove any or all signs erected by the Lessee. Nothing herein is intended to affect interior signage. All signs must be in compliance with municipal ordinance.
24. **NOTICE AND RENT PAYMENTS:** All notices to be given to the Lessee shall be in writing, deposited in the United States mail, Certified, Return Receipt Requested, and addressed to the Lessee at 206 North Main Street, Whitinsville, Massachusetts 01588. All notices addressed to the Lessor shall be in writing, deposited in the United States mail, Certified, Return Receipt Requested, and addressed to the Lessor at 96 Park Ave, Webster, Massachusetts 05170 with a copy to Hong V. Tran, Esquire, 652 Park Ave, Worcester, Massachusetts 01603. All notices shall be effective upon mailing. Rents shall be mailed to the Lessor at the above address or such other address as the Lessor may designate.
25. **SEVERABILITY:** If any provision of this Lease shall be declared unenforceable or illegal by any court of competent jurisdiction then insofar as is possible the remainder of this Lease shall remain in full force and effect.
26. **HEADINGS:** The headings 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 in interpreting the provisions of this Agreement.
27. **SECURITY DEPOSIT:** At the signing of this lease, Lessee shall pay to Lessor first month's rent (\$2,100.00) and security deposit in the amount of one month's rent (\$2,100.00).
28. **CONFIDENTIALITY:** The Lessor and the Lessee will maintain all Confidential Information in confidence and will not disclose such information to any other party without written consent. "Confidential Information" includes the terms of this Lease and any and all information whether in oral, written or other form, which is communicated by the Lessor to the Lessee relating to the Lessor's proposed development of the Premises, including but not limited to architectural plans, specifications, site plans and drawings (regardless of whether such information is labeled as confidential). Confidential Information may be released to the parties' attorneys, employees, partners, consultants and lenders who have a reasonable need for such Confidential Information, provided that such individuals agree to maintain the confidential nature of the information.

This Agreement is to be construed as a Massachusetts contract and the terms and provisions herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective

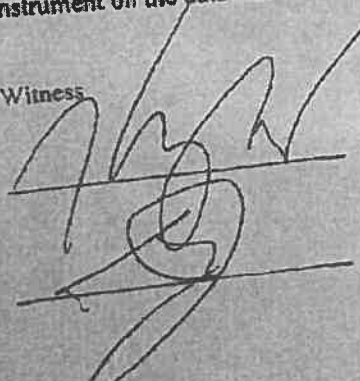
the Lessee relating to the Lessor's proposed development of the Premises, including but not limited to architectural plans, specifications, site plans and drawings (regardless of whether such information is labeled as confidential). Confidential Information may be released to the parties' attorneys, employees, partners, consultants and lenders who have a reasonable need for such Confidential Information, provided that such individuals agree to maintain the confidential nature of the information.


29. **CONDITION:** Notwithstanding the foregoing, this Lease is contingent upon the Town of Northbridge and the Alcohol Beverage Control Commission approving the transfer of the liquor license to the Lessee. In the event such approval is not obtained, this Lease shall become immediately null and void.

This Agreement is to be construed as a Massachusetts contract and the terms and provisions herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Agreement as a sealed instrument on the date first above written.

Witness




LESSOR: Steve Tran, Lessor

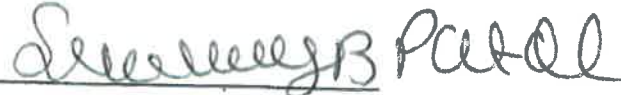

LESSEE: Samarpan, Inc.
by Bhikhabhai Parsi, President

ASSIGNMENT OF LEASE

I, Bhikhabhai Patel, President of Samarpan, Inc. ("Current Lessee"), hereby assign to Prem Shri Sai, Inc. ("Proposed New Lessee") all of the Current Lessee's rights and obligations pursuant to the Lease dated April, 2013 between Steve Tran ("Lessor") and the Current Lessee, for the property located at 206 North Main Street, Whitinsville, Massachusetts 01588. This assignment is only effective upon the approval by the Town of Northbridge and the Alcoholic Beverages Control Commission for the transfer of the wine and malt license and a closing on the sale of the Assets of the Current Lessee to the Proposed New Lessee, pursuant to the Asset Purchase and Sale Agreement dated February 5, 2023.

Current Lessee:
Samarpan, Inc.
d/b/a Quickstop Convenience

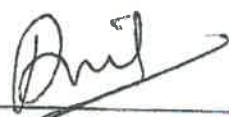
Date: June 19, 2023

By: 
Bhikhabhai Patel, President

I, Anil Kumar Jain as President of Prem Shri Sai, Inc. agree that Prem Shri Sai, Inc. accepts the assignment of lease and the rights and obligations contained therein.

Proposed New Lessee:
Prem Shri Sai, Inc.

Date: June 7, 2023

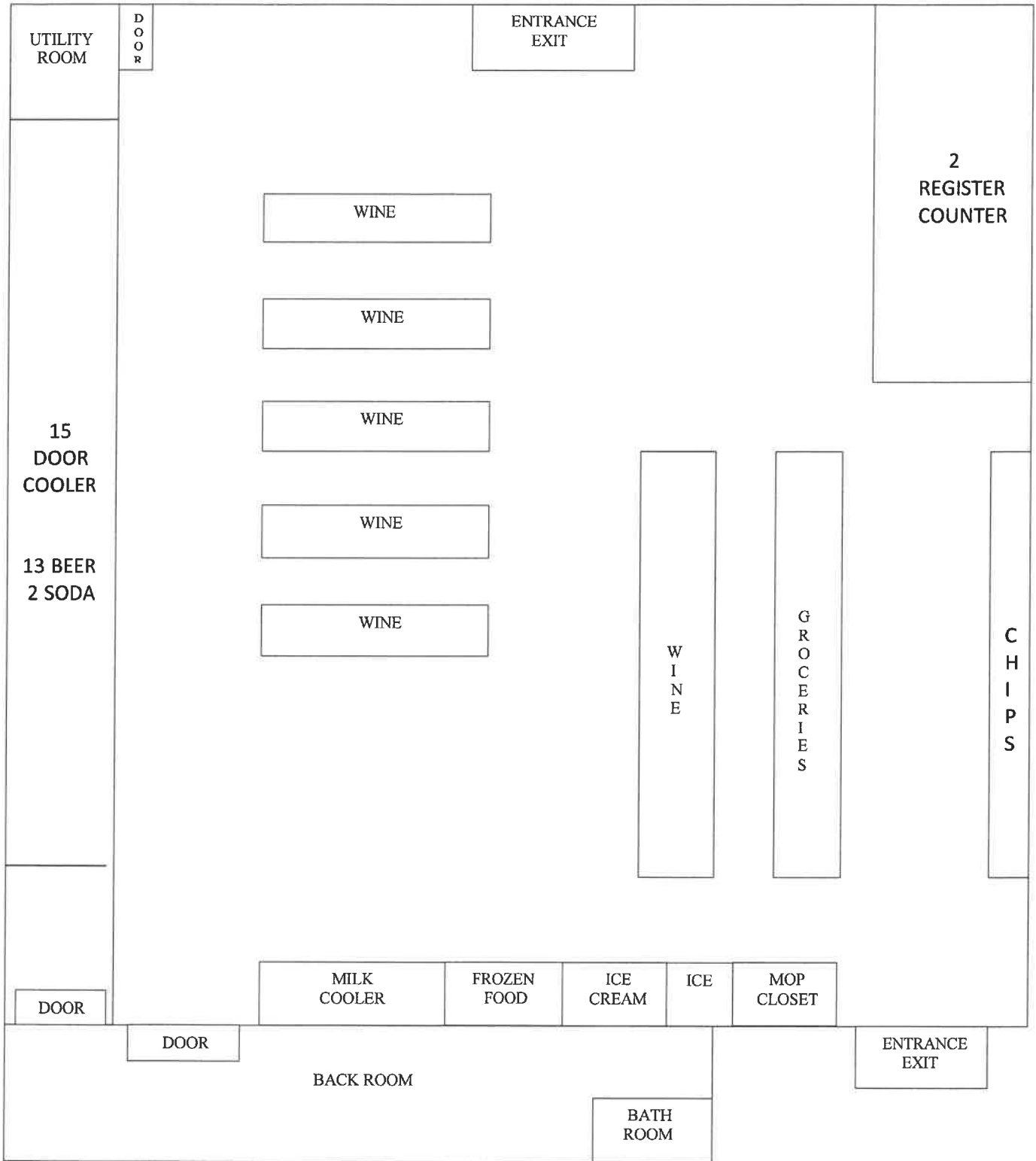
By: 
Anil Kumar Jain, President

Assented to:
Lessor

Date: June 7, 2023


Steve Tran

FLOOR PLAN
206 North 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

**FORM MUST BE FILLED
 OUT COMPLETELY**

If you carry Workers Comp. Insurance, you must provide proof to the Town in the form of a Certificate of Insurance.

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: PREM SHRI SAI, INC.

Address: 206 NORTH MAIN STREET

City/State/Zip: WHITINSVILLE MA 01588 Phone #: 508/234-7913

Are you an employer? Check the appropriate box:

- 1. I am an employer with 1 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: [Signature]

Date: 6-1-2023

Phone #: _____

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: Melissa Ciaramitaro Phone #: 508-234-2095

NTM License Slips

Row 1

Current Status On agenda for 6.26.23

Done

License ID: NTM#16160

License Type: Off-Premises Wine and Malt License Transfer

Description: Samarapan, Inc dba 1 Quickstop Convenience[Bhikhabhair Patel] is looking to transfer the off-premises wine and malt package store license to Prem Shri Sai, Inc dba 1 Quickstop Convenience [Neena Jain, Manager]

Business: Prem Shri Sai, Inc dba 1 Quickstop Convenience

Applicant: Arthur Pearlman, Attorney

Address: 206 North Main Street, Whitinsville, MA 01588

Approval Target 06/22/23

Slip Started on: 06/13/23 10:15 AM

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: Subject to the new owner applying for and obtaining a Food Permit and Tobacco Sales Permit. New owner may be required to update existing food establishment - recommend that new owner reach out to Board of Health to discuss their proposed food service operation at this location.

ASSESSORS
Approve:

ASSESSORS
Comments:

TREASURER
COLLECTOR
Approve:

TREASURER
COLLECTOR
Comments: The owner of this property owes outstanding real estate taxes and personal property taxes for the current fiscal year in the amount PP \$41.57 RE \$2138.51

2023 BOARD OF SELECTMEN
ANNUAL REAPPOINTMENTS

B.

	A	B	C	D	E	F	G	H	I
1	RESPONSE	Name	Address 1	City, ST Zip	Committee	Term	Due to Expire	Expiration	Apptd. By
2		SELECTMEN'S APPTS. (PLEASE VOTE TO APPROVE)							
3	YES	KP Law, P.C.	101 Arch Street, 12th Fl.	Boston, MA 02110	Town Counsel	1-yr. Term	June 30, 2023	6/30/2024	Board of Selectmen
4	YES	Ms. Erin Meagher	67 Thurston Avenue	Whitinsville, MA 01588	Board of Health	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
5	YES	Ms. Lani Crisia	121 Fowler Road	Northbridge, MA 01534	Board of Health	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
6	YES/already done	Ms. Ann Riley	c/o 7 Main Street	Whitinsville, MA 01588	Board of Registrars	3-yr. Term	March 31, 2023	3/31/2026	Board of Selectmen
7	YES	Mr. Paul Bedigian	25 June Street	Northbridge, MA 01534	Building, Planning & Construction Committee	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
8	YES	Mr. Harry Berkowitz	294 Benson Road	Northbridge, MA 01534	Cable Advisory Committee	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
9	YES	Ms. Sharron Ampagoomian	P. O. Box 122, 41 Henry St	Whitinsville, MA 01588	Cable Advisory Committee	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
10	YES	Ms. Justine Carroll	1025 Mendon Road	Northbridge, MA 01534	Conservation Commission	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
11	YES	Mr. Justin Arbuckle	7 Pine Street	Whitinsville, MA 01588	Conservation Commission	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
12	YES	Chief Timothy Labrie	1 Hope Street	Whitinsville, MA 01588	Constable	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
13	YES	Lt. John Ouillette	1 Hope Street	Whitinsville, MA 01588	Constable	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
14	NO	Sgt. Carmen Borrelli	1 Hope Street	Whitinsville, MA 01588	Constable	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
15	YES	Sgt. Richard Gorman	1 Hope Street	Whitinsville, MA 01588	Constable	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
16	YES	Sgt. Brian Patrinelli	1 Hope Street	Whitinsville, MA 01588	Constable	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
17	YES	Officer Kristina Westbury	1 Hope Street	Whitinsville, MA 01588	Constable	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
18	YES	Officer Thomas DeJordy	1 Hope Street	Whitinsville, MA 01588	Constable	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
19	YES	Officer Levon DerKosrofian	1 Hope Street	Whitinsville, MA 01588	Constable	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
20	YES	Det. Jeffrey White	1 Hope Street	Whitinsville, MA 01588	Constable	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
21	YES	Ms. Stefanie Brill	44 Cottage Street	Whitinsville, MA 01588	Council on Aging	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
22	YES	Ms. Elaine Mahoney	2900 Providence Road	Northbridge, MA 01534	Council on Aging	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
23	NO	Ms. Elaine Inman	2 Chestnut St., #112	Whitinsville, MA 01588	Council on Aging	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
24	YES	Ms. Jean Finnegan	32 Lake Terrace	Whitinsville, MA 01588	Council on Aging	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
25	YES	Ms. Christine Johnson	568 Samuel Drive	Whitinsville, MA 01588	Cultural Council	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
26	YES	Mr. Daniel O'Neil	81 Heritage Drive	Whitinsville, MA 01588	Disability Commission	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
27	NO	Mr. Jonathan Smith	38 Prospect Street	Whitinsville, MA 01588	Disability Commission	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
28	YES	Sel. Charles Ampagoomian	c/o 7 Main Street	Whitinsville, MA 01588	Earth Removal Board	1-yr. Term	June 30, 2023	6/30/2024	Board of Selectmen
29	YES	Mr. Jamie Luchini	c/o 7 Main Street	Whitinsville, MA 01588	Earth Removal Board	1-yr. Term	June 30, 2023	6/30/2024	Board of Selectmen
30	YES	Mr. Gary Bechtholdt	c/o 7 Main Street	Whitinsville, MA 01588	Economic Development Committee	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
31	YES	Mr. William Davis	85 Sherry Street	Whitinsville, MA 01588	Economic Development Committee	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
32	YES	Fire Chief David White	c/o 7 Main Street	Whitinsville, MA 01588	Emergency Management Director	1-yr. Term	June 30, 2023	6/30/2024	Board of Selectmen
33	YES	Mr. Jamie Luchini	c/o 7 Main Street	Whitinsville, MA 01588	Green Energy Committee	1-yr. Term	June 30, 2023	6/30/2024	Board of Selectmen
34	YES	Mr. David Blauvelt	14 Linden Street	Whitinsville, MA 01588	Historical Commission	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
35	YES	Ms. Christine Johnson	568 Samuel Drive	Whitinsville, MA 01588	Historical Commission	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
36	YES	Mr. Adam Gaudette	c/o 7 Main Street	Whitinsville, MA 01588	Other Post-Employment Benefits Committee	2-yr. Term	June 30, 2023	6/30/2025	Board of Selectmen
37	YES	Mr. Andrew Howden	206 Washington Street	Northbridge, MA 01534	Planning Board / Assoc. Member	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
38	NO	Mr. Michael Proto	981 Marston Road	Whitinsville, MA 01588	Playground & Recreation Commission	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
39	NO	Mr. James Gahan, Jr.	15 Plummer Park	Whitinsville, MA 01588	Playground & Recreation Commission	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
40	YES	Mr. Michael Dempsey	346 Olivia Drive	Northbridge, MA 01534	Playground & Recreation Commission	3-yr. Term	June 30, 2023	6/30/2026	Board of Selectmen
41	YES	Chief Timothy Labrie	1 Hope Street	Whitinsville, MA 01588	Safety Committee	1-yr. Term	June 30, 2023	6/30/2024	Board of Selectmen
42	YES	Mr. Peter Bedigian	305 Shining Rock Drive	Northbridge, MA 01534	Safety Committee/Business Rep.	1-yr. Term	June 30, 2023	6/30/2024	Board of Selectmen
43	YES	Mr. Jamie Luchini	c/o 7 Main Street	Whitinsville, MA 01588	Safety Committee	1-yr. Term	June 30, 2023	6/30/2024	Board of Selectmen
44	YES	Fire Chief David White	c/o 7 Main Street	Whitinsville, MA 01588	Safety Committee	1-yr. Term	June 30, 2023	6/30/2024	Board of Selectmen
45	YES	Mr. Gary Bechtholdt	c/o 7 Main Street	Whitinsville, MA 01588	Safety Committee	1-yr. Term	June 30, 2023	6/30/2024	Board of Selectmen
46	YES	Mr. George Simmons	87 Linwood Avenue	Whitinsville, MA 01588	Safety Committee/School Dept. Rep.	1-yr. Term	June 30, 2023	6/30/2024	Board of Selectmen
47	YES	Mr. James Sheehan	c/o 7 Main Street	Whitinsville, MA 01588	Safety Committee/Alternate	1-yr. Term	June 30, 2023	6/30/2024	Board of Selectmen
48	YES	Lt. John Ouillette	1 Hope Street	Whitinsville, MA 01588	Safety Committee/Alternate	1-yr. Term	June 30, 2023	6/30/2024	Board of Selectmen
49	YES	Mr. George Murray	43 Spruce Street	Northbridge, MA 01534	Safety Committee/Member at Large	1-yr. Term	June 30, 2023	6/30/2024	Board of Selectmen
50	YES	Mr. Damian Planas-Merced	205 Highland Street	Northbridge, MA 01534	Zoning Board of Appeals	5-yr. Term	June 30, 2023	6/30/2028	Board of Selectmen
51	YES	Mr. Robert Anderson	82 Edgemere Avenue	Whitinsville, MA 01588	Zoning Board of Appeals/Assoc. Member	5-yr. Term	June 30, 2023	6/30/2028	Board of Selectmen
52	YES	Mr. Bryan Bradley	15 Louisa Drive	Whitinsville, MA 01588	Zoning Board of Appeals/Assoc. Member	5-yr. Term	June 30, 2023	6/30/2028	Board of Selectmen



Adam D. Gaudette
Town Manager

**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**

MEMORANDUM

DATE: June 26, 2023

**TO: Adam D. Gaudette, Town Manager
Board of Selectmen**

FROM: Sharon L. Susienka, Exec. Asst. to the Town Manager

SUBJECT: 2023 Annual Reappointments

Attached for your information is the master list of annual reappointments to be made by the Board of Selectmen and Town Manager at the June 26, 2023 Selectmen's Meeting. The left-hand column contains the reply of the person up for reappointment.

As is customary, we requested the attendance records of the individuals whose terms expire June 30, 2023, and those records are attached for your review.



Adam D. Gaudette
Town Manager

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

MEMORANDUM

Date: June 1, 2023 *(Via Email)*

To: Board of Health ✓
Building, Planning & Construction Committee ✓
Cable Advisory Committee ✓
Conservation Commission ✓
Council on Aging ✓
Cultural Council
Disability Commission
Economic Development Committee *(not active)*
Historical Commission
Playground & Recreation Commission
Safety Committee
Zoning Board of Appeals

From: Sharon L. Susienka, Exec. Asst. to the Town Manager *Sharon L. Susienka*

Subject: Attendance Records of Members to be considered for Reappointment

As part of the above process, the Board of Selectmen requests you provide them with attendance records of those members who may be considered for reappointment. As such, the attendance record should consist of the total number of regular and special meetings held by your Board /Committee during the most recent term of the individual and the number of meetings that he/she was able to attend.

Your respective Board/Committee member(s) that is/are up for reappointment is shown on the attached 2023 List of Annual Reappointments.

Please provide this information to me **no later than June 15, 2023**, as the reappointments are scheduled to go before the Board of Selectmen on Monday, June 26, 2023.

Thank you for your cooperation in this matter.

c: Board of Selectmen; Adam D. Gaudette, Town Manager



TOWN OF NORTHBRIDGE
BOARD OF HEALTH

Aldrich School Town Hall Annex - 14 Hill Street
Whitinsville, MA 01588
Phone# (508) 234-3272 Fax# (508) 234-0821

MEMORANDUM

June 6, 2023

To: Sharon L. Susienka, Executive Assistant to the Town Manager

From: Jeanne M. Gniadek, Board of Health Administrator */jmg*

Subject: Attendance Record of Member(s) to be considered for Reappointment

As requested, I have reviewed the attendance records for Board of Health members under consideration for reappointment.

LANI CRIASIA: During Ms. Lani Criasia's most recent term (July 1, 2020 through June 30, 2023) the Board of Health held 38 meetings. Ms. Criasia was present for 35 of these meetings. She also has served as Chair to the Board since October of 2020.

ERIN MEAGHER: Ms. Erin Meagher was appointed to the Board on June 1, 2022. Since her appointment the Board has held 14 meetings. Ms. Meagher was present for 11 of these meetings.

If you should have any questions or require additional information, please feel free to contact this office.

/jmg

Sharon Susienka

From: Steven Nye <srn820@yahoo.com>
Sent: Thursday, June 01, 2023 12:27 PM
To: Sharon Susienka
Cc: Beaudoin Michael
Subject: BPCC Member Re-appointment Information

Ms. Susienka,

Mr. Beaudoin asked that I respond to your request for information on our member coming up for re-appointment.

The only BPCC Member coming up for re-appointment is Mr. Paul Bedigian.

From 1 July 2020 until 1 June 2023 the BPCC has had a total of 40 regular meetings and no special meetings. By year, these meetings breakout as:

2020 - 9
2021 - 12
2022 - 14
2023 - 5

Mr. Paul Bedigian has been in attendance at a total of 35 meetings during this timeframe.

By year: 2020 - 9
2021 - 10
2022 - 11
2023 - 5

Thank you

Steve Nye
Secretary
BPCC

Sharon Susienka

From: Harry Berkowitz <berkyo1@charter.net>
Sent: Thursday, June 01, 2023 2:38 PM
To: Sharon Susienka
Subject: Re: Attendance Records

Sharon

Both Sharon Ampagoomion and I have made all meetings called for the Cable Advisory Comm

Harry Berkowitz

On 6/1/2023 11:10 AM, Sharon Susienka wrote:


Good morning,

The attached letter is the Selectmen's annual request for attendance records of board members who are up for reappointment. You can find who, on your respective board, is up for reappointment on the Excel spreadsheet also attached.

Thank you.

Sharon L. Susienka

*Exec. Asst. to the Town Manager/HR
Town of Northbridge*

 : 508-234-2095

 : 508-234-7640



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**TOWN OF NORTHBRIDGE
CONSERVATION COMMISSION**

7 MAIN STREET
WHITINSVILLE, MASSACHUSETTS 01588
Telephone (508) 234-0817
Fax (508) 234-0814

MEMORANDUM

TO: Adam Gaudette
Town Manager

FROM: Barbara Kinney, Administrative Assistant *BK*
Northbridge Conservation Commission

DATE: June 08, 2023

RE: Attendance Records of Members Eligible for Reappointment

The members who are eligible for reappointment and their attendance records are as follows:

NAME	TERM DATE START	TOTAL MEETINGS	MEETINGS PRESENT
Justine Carroll	July 01, 2020	61	55
Justin Arbuckle	July 01, 2020	61	40

Please let me know if there is anything else you need.

TO: Adam Gaudette, Town Manager
FROM: Kelly Bol, Senior Center Director
DATE: May 30, 2023
RE: Attendance Records of COA Board Members

I am pleased to share the attendance records for COA members whose terms are expiring as of 6/30/2023. In addition, Elaine Inman, who has served on the COA Board for the past five years, has decided not to seek reappointment. We are grateful to Ms. Inman for her time and dedication to the Council on Aging.

<u>NAME</u>	<u>TERM BEGAN</u>	<u>ABSENCES</u>	<u># OF MEETINGS</u>
Stefanie Brill	03/13/2023	1	4
Elaine Mahoney	07/01/2020	3	32
Jean Finnegan	07/01/2020	4	32

The individuals named above have been dedicated members of the COA Board and would like to continue for new three-year terms. It is hoped that the Board of Selectmen will recognize the commitments that they have made to the town of Northbridge and will approve their reappointment to the Council on Aging.

If you need any further information concerning these individuals please feel free to contact Jean Mistretta, COA Chair or myself.

Thank you,

Kelly Bol

Kelly Bol, Director
Northbridge Council on Aging

Cc Jean Mistretta, COA Chair

Melissa Ciaramitaro

From: Adam Gaudette
Sent: Tuesday, June 20, 2023 3:28 PM
To: Melissa Ciaramitaro
Cc: Sharon Susienka; Jamie Luchini; Russell Collins, Selectman
Subject: FW: Vail Field

Importance: High

Mel, please add to this coming Monday (26th)'s BOS meeting under discussions.

I think Steve Gogolinski will be present.

Thanks

From: Mike Dempsey <mdempsey36@gmail.com>
Sent: Tuesday, June 20, 2023 2:49 PM
To: Jamie Luchini <jluchini@northbridgemass.org>
Cc: Adam Gaudette <agaudette@northbridgemass.org>; Michael Proto <mprotorei@hotmail.com>; Steve Gogolinski - Northbridge School Building Committee <steve@gogolinskicpa.com>
Subject: Re: Vail Field

Unfortunately I cannot make it. Joint bday party for my wife and sister so if I skipped that, I'd probably be sleeping on the streets.

I've been doing some research on this lately, not super in depth, including a discussion with NYBA, but here's what I have so far on Vail field -

Keith Brouillard with Northbridge Youth Baseball said the minimum distance requirement for home-to-outfield field for leagues that would be playing on a 90ft home-to-first field are "300ft down the line and at least 350 to center".

With that in mind, the current fence is about 275ft, both down the line(s) and center. 350 to center would bring the fence right to the softball infield/outfield line behind 2b.

Beyond the fence and the warning trac, we also have to deal with the drainage system (rocks) immediately behind the fence and also towards the right field far corner.

Easiest solution might be to remove the fence completely, either remove or figure out a new draining solution, and seed the warning trac. If we want to move the fence back, the softball field with become unusable.

Just my two cents and I'm far from an expert.

Thanks

1-2 THE FIELD

be extended toward the outfield on a line parallel to the foul line. The extension of the dugout area shall be equally applied for both teams.

 [Bookmark this article](#)

ART. 5 ... When constructing a new field for high school play, the distance from home plate to the nearest obstruction on fair ground should be at least 300 feet down the foul lines and at least 350 feet to center field. It is recommended that the line from home plate through the pitcher's plate to second base run east-northeast. This line, using a steel tape or a strong tape or a cord, must measure 127 feet, 3 3/8 inches from the rear tip of home plate to the middle of second base. The catcher's box, home plate, bases, coaches' boxes, batters' boxes, and threefoot running lane shall be as in Diagram 2. The recommended width of a foul line is 2½ inches.

 [Bookmark this article](#)

ART. 6 ... On a sodded field, an unsodded area, commonly referred to as the "pitcher's



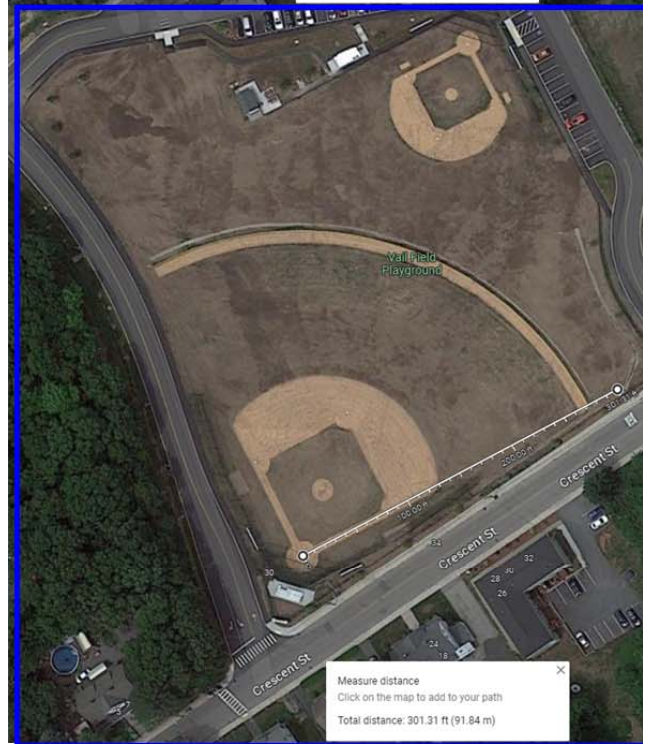
As-is, rudimentary measurements using Google Map 'measuring' - note 90ft reference for home to 1st as calibrator.

Home to right field fence/foul pole is about 275

Home to center field fence is about 275.



Visualization of requirement towards "300 down and at least 350 center"



On Tue, Jun 20, 2023 at 2:12 PM Jamie Luchini <jluchini@northbridgemass.org> wrote:

Adam,

I will be there.

Thanks,
- *Jamie*

Jamie Luchini
Director of Public Works
Northbridge DPW

From: Adam Gaudette <agaudette@northbridgemass.org>
Sent: Tuesday, June 20, 2023 2:10 PM
To: Mike Dempsey <mdempsey36@gmail.com>; Michael Proto <mprotorei@hotmail.com>; Steve Gogolinski - Northbridge School Building Committee <steve@gogolinskicpa.com>
Cc: Jamie Luchini <jluchini@northbridgemass.org>
Subject: Vail Field

Would you guys be able to attend a BOS meeting, this Monday, June 26th at 7 pm to discuss the issue with the field and what possible resolutions there are?

I am getting a lot of questions via the BoS.

Thanks in advance.

Adam

Adam D. Gaudette
Town Manager
Town of Northbridge
7 Main Street
Whitinsville, MA 01588