

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
NORTHBRIDGE TOWN HALL
7 MAIN STREET - WHITINSVILLE, MA 01588
July 17, 2023 at 7:00 PM**

PLEDGE OF ALLEGIANCE

I. APPROVAL OF MINUTES: A. April 24, 2023

II. PUBLIC HEARING

III. APPOINTMENTS/ B. By the Board of Selectmen: 1) Election Officers: Democrat, Republican, and Unenrolled/Vote to appoint

IV. CITIZENS' COMMENTS/INPUT

V. DECISIONS:

C. Whittin Community Center/Request to hang a banner across Church Street from July 24, 2023 – August 7, 2023 to advertise their annual Cars in the Park event, scheduled for August 19, 2023

D. MK Pizza Inc dba Northbridge House of Pizza [Magad Fakhry, Mgr.], 2225 Providence Road, Northbridge, MA 01534/Request to transfer the non-alcoholic Common Victualler's License [Current Licensee: Northbridge House of Pizza, Amir Roufail, Mgr.] -pending all monies owed to the town and Departmental approvals/**Present:** Maged Fakhry, proposed Mgr.

E. **For Reconsideration**/Prem Shri Sai, Inc. dba 1 Quickstop Convenience – Transfer of Package Store license [Wines & Malts] from Samarpan, Inc dba 1 Quickstop [Bhikhabhai Patel] to Prem Shri Sai, Inc. dba 1 Quickstop [Neena Jain, proposed Manager]

F. Fall annual Town Meeting [October 24, 2023] / Vote to close warrant Friday, August 25, 2023 at 12:00 Noon

G. Riverdale Cemetery Deed – Peter and Diane Lajoie [3 graves Lot No. 11, Maple Square, South]/Vote to approve the sale of lot

H. Pine Grove Cemetery Deeds **1)** Douglas Carr [6 graves, Lot No. 31, Oaklawn Ave.] **2)** Seng Sengtong [Cremation, Lot No. 401, Woodlawn Ave.]/Vote to approve the sale of lots

VI. DISCUSSIONS

VII. TOWN MANAGER'S REPORT

I. RFP for 193 Main Street, Fire Station Headquarters

VIII. SELECTMEN'S CONCERNS

IX. ITEMS FOR FUTURE AGENDA

X. CORRESPONDENCE

XI. EXECUTIVE SESSION

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

THIS AGENDA IS SUBJECT TO CHANGE

BOARD OF SELECTMEN'S MEETING

April 24, 2023

A meeting of the Board of Selectmen was called to order by Chairman Collins at 7:00 PM, Northbridge Town Hall, 7 Main Street, Whitinsville, MA. Board Members Present: Ampagoomian, Begin, Collins, Melia and Paulhus. **Also Present:** Town Manager Gaudette.

The Pledge of Allegiance was recited by those present.

APPROVAL OF MINUTES/None

PUBLIC HEARING/None

APPOINTMENTS: By the Town Manager (Vote to nominate): Scott Schofield, Animal Inspector/Present: Jeanne Gniadek, Board of Health Administrator. Mrs. Gniadek explained that out former Inspector of Animals Maurice Guilbault has given his notice to no longer serve. Mr. Schofield works with Mr. Guilbault in other communities and was highly recommended by him. The Board of Health did meet with him and felt he would be a good fit. She further explained that the nomination from the Board of Selectmen will go forward to the Department of Agriculture for further approval. Mr. Scofield stated that he lived in Whitinsville the first 14 years of his life, went to school here, went to Norfolk Agie where he graduated with a major in farm and livestock management. He currently works there full-time as an Animal Science staff taking care of all the animals. A motion/Mr. Melia, seconded/Mr. Ampagoomian to nominate Scott Schofield as the Animal Inspector for the Town of Northbridge. Vote yes/Unanimous.

CITIZENS' COMMENTS/INPUT:

Annual Town Election [May 16, 2023]/Vote to sign Election Warrant/Present: Linda Zywień, Town Clerk. Mrs. Zywień stated that this is an yearly routine for the Board to vote to sign the Election. This year there are the list of officers and no questions. A motion/Mr. Ampagoomian, seconded/Mr. Melia to sign the Annual Town Election Warrant [May 16, 2023]. Vote yes/Unanimous.

Spring Annual Town Meeting [May 2, 2023]/Vote position on all warrant articles - Presentations from Petitioners/Present: Attorney Rob Knapik. Town Manager Gaudette explained that there are two petition articles [Article 24 and 25] that Mr. Knapik will be presenting prior to the Board voting the positions on their articles. Town Manager Gaudette noted that both the Zoning Board of Appeals and the Finance Committee voted to support both articles. Mr. Knapik noted that article 25 deals with property on Providence Road. Mr. Knapik explained that the passing of this article would extend the B2 Zoning district about 900 feet southernly from Union Street. This would include the Dollar General property, which is owned by the Giannopoulos family, who are the ones who have come forward with this petition. If approved, Dr. Sawyer would like to use a portion of the property for a veterinary clinic, which would need to be approved through a special permit in a B2 zoned district. A motion/Mr. Ampagoomian, seconded/Mr. Melia to support article 25 Petition article. Vote yes/Unanimous. Mr. Kinapik then moved to article 24 explained that this is a rezoning of land that lies westerly of Providence Road and southernly of Wing Road. The petitioners are seeking to rezone this land from B-3 to R-3. When the purchaser bought the land, it was divided into vacant land that became Milford Federal Savings and Loan and a second parcel became Wing Building, which is where his offices are. The third parcel was intended to be developed for commercial purposes and is zoned for that, but they think because there is no frontage and its size it does not have potential for commercial development or business uses. They are hoping that by rezoning it, it will aid in the land being used. A motion/Mr. Ampagoomian, seconded/Mr. Melia to support article 24. Vote yes/Unanimous. **Article 1:** Prior year bills- This is a standard article for this time of year and there is one

for National Grid for DPW which was due to the shuffle of ownership from the School department to the Town. **Article 2:** FY '23 Budget Adjustments- Town Manager Gaudette stated that transfers include the Snow and Ice budget, additional funding for the landfill analysis, and Fire and Ambulance overtime fill ins for an employee out on Injured on Duty. **Article 3:** FY 24 Omnibus Budget Article – based on the Governor’s budget. **Article 4:** FY '24 Sewer Enterprise Fund. **Article 5:** FY'24 Water Enterprise Fund. **Article 6:** Chapter 90. **Article 7:** Compensated Balance Agreements. **Article 8:** Annual Reauthorization of BOH & Playground and Recreation Accounts. **Article 9:** FY24 Grove Cemetery budget. **Article 10:** Use Comm. Preservation Fund revenues for Community Preservation Projected FY24. **Article 11:** \$10k for Community Preservation Commission Expenses. **Article 12:** Pine Grove tree and stump removal. **Article 13:** Retained Earnings (Sewer Ent) - \$150k for CWMP work, \$150k for 3 raw sewage pumps and \$200k retrofitting the entire UV system. **Article 14:** Retained earnings from water - \$60k to replace fire hydrants. **Article 15:** Capital Projects. **Article 16:** Unexpended funds from prior appropriations-\$115,846.01 for public sewer conversion) Police Station) and purchase of 2 motorcycles and a trailer (Police Station). **Article 17:** School Committee - \$193,775 from Town Building Maintenance Fund: \$19,500 (Ride on Floor Scrubber); \$70,300 to replace doors/frames at NMS; \$24,975 to replace clocks at NMS; and \$79,000 to refinish gym floors at NMS and NHS. Selectman Collins asked how many doors and door frames they would be replacing. Town Manager Gaudette read aloud the description provided by the School from the Annual Town Meeting Booklet. Selectman Ampagoomian asked where the account stands from the money that we are getting from the solar farms. Town Manager Gaudette explained that the building maintenance fund can only be used for certain items, and we get about \$300 thousand dollars a year and we have been spending pretty much all of that over the last few years but this year they are only spending \$190 thousand dollars of the proposed \$300 thousand this year. Next year we would expect the same \$300 thousand in addition to the new project that will come on for McQuades Lane and the left over surplus. Town Manager Gaudette explained that the pilots go for 20 years so there are probably a few of them that are in the 15 -18 year range, so they are trying to get as many of the Building Maintenance projects done that we can. **Article 18:** Dispose of the Main Street Fire Station (Map 2/Parcel 44). **Article 19:** Dispose of the former Elementary School (Map 14A/Parcel 160). The Finance Committee voted to pass over the article. They suggested that they would like to have the project that is selected come to the Town Meeting and bring it forward for the voters to make the decision. **Article 20:** Dispose of town-owned vacant land on Providence Road (Map 14/Parcel 17). **Article 21:** Grant an easement to Nat'l Grid for electric service and to Eversource for propane service at the Fire Station. **Article 22:** Transfer remaining balance of \$1,001,117.37 From the Health Ins. Stabilization Fund to the General Stabilization Fund. **Article 23: Finance Comm.** Transfer \$297,940 from Free Cash to the General Stabilization Fund. A motion/Mr. Ampagoomian, seconded/Mr. Melia to support articles 1 through 23 of the May 2, 2023 Spring Annual Town meeting. Vote yes/Unanimous.

George Marston Whitin Community Association Inc. dba Whitin Community Center/1) Gala event on Saturday, May 6, 2023 from 5:30 PM to 10 PM - request for a one-day entertainment license; 2) Picnic in the Park event on Saturday, June 10 2023 from 10 AM to 2 PM 2a) request for a one-day entertainment license; 2b) request for a one-day wine and malt license; 3) Cars in the Park event on Saturday, August 19, 2023 from 10 AM to 4 PM 3a) request for a one-day entertainment license 3b) request for a one-day wine and malt license; 4) Greenway Challenge event on Saturday, September 30, 2023 from 11 AM to 6 PM 4a) request for a one-day entertainment license 4b) request for a one-day wine and malt license; 5) Haunted Trail event on Friday, October 27, 2023 from 7:30 PM to 9:30 PM/Present: Heather Elster. Ms. Elster explained that they planned all of their events out for the year since they are celebrating their 100-year anniversary. She noted that the Gala event will take place from 5:30 – 10:30 at the Community Center. A motion/Mr. Ampagoomian/seconded/Mr. Melia to approve the requests for 1) one-day entertainment license for the Gala event on Saturday, May 6, 2023 from 5:30 PM to 10 PM 2) a) one-day entertainment license and b) one-day wine and malt license for the Picnic in the Park event on Saturday, June 10 2023 from 10 AM to 2 PM; 3) a) one-day entertainment license; b) one-day wine and malt license Cars in the Park event on Saturday, August 19, 2023 from 10 AM to 4 PM; 4) a)

one-day entertainment license 4b) one-day wine and malt license Greenway Challenge event on Saturday, September 30, 2023 from 11 AM to 6 PM; 5) Haunted Trail event on Friday, October 27, 2023 from 7:30 PM to 9:30 PM. Vote yes/Unanimous.

2023 Annual License Renewals [Junk Dealers, Bowling & Billiards]/Vote to approve subject to the payment of all monies due the Town. A motion/Mr. Ampagoomian, seconded/Mr. Melia to approve the 2023 Annual License Renewals [Junk Dealers, Bowling & Billiards] subject to the payment of all monies due the Town/ Vote yes/Unanimous.

Village Congregational Church [Harvest Festival, Saturday, September 23, 2023 from 9 AM to 3 PM [Rain date: Sunday, September 24, 2023]/1) Request to hang a banner across Church Street from Sunday, September 10, 2023 to Sunday, September 24, 2023; 2) Request to close Church Street from Park Street to Main Street from 8 AM to 4 PM. 3) Request to use Memorial Park on Saturday, September 23, 2023 from 8 AM to 4 PM; and 4) Request for a One-Day entertainment license. A motion/Mr. Melia, seconded/Mr. Ampagoomian, to approve the request to 1) hang a banner across Church Street from Sunday, September 10, 2023 to Sunday, September 24, 2023; 2) to close Church Street from Park Street to Main Street from 8 AM to 4 PM; 3) to use Memorial Park on Saturday, September 23, 2023 from 8 AM to 4 PM; and 4) One-Day entertainment license.

Open Sky Community Services/Request to hang a banner across Church Street from June 18, 2023 to July 2, 2023 to advertise their Summer Concert Series Event to take place Thursday evenings June 29 – August 31 from 6 PM – 8 PM. A motion/Mr. Ampagoomian, seconded/Mr. Melia too approve the request to hang a banner across Church Street from June 18, 2023 to July 2, 2023 to advertise their Summer Concert Series Event to take place Thursday evenings June 29 – August 31 from 6 PM – 8 PM. Vote yes/Unanimous.

Safety Committee Minutes (March 15, 2023) / Vote to accept the recommendations. Town Manager Gaudette reviewed the recommendations provided in the minutes. A motion/Mr. Melia, seconded/Mr. Ampagoomian to accept the recommendations of the March 15, 2023 Safety Committee meeting minutes. Vote yes/Unanimous.

DISCUSSIONS/None

TOWN MANAGER'S REPORT: Town Manager Gaudette noted that the Spring Town Meeting is scheduled for Tuesday, May 2, 2023 at 7 PM at the Middle School.

SELECTMEN'S CONCERNS: Selectman Melia: 1) offered condolences on behalf of the Board of Selectmen to the Massey family for their loss of Diane Massey who passed away over the weekend. **Selectmen Paulhus: 1)** asked if the painting of the water tank on Hill Street would have any disruption to traffic. DPW Director Jamie Luchini noted that there should not be any disruption as it is off site and it is all exterior painting. **Selectman Ampagoomian 1)** asked about the ornamental lights on Church Street and in Rockdale. Mr. Luchini stated that the lights for Church Street are scheduled to be delivered on May 5th and should be installed sometime thereafter. The light in Rockdale does not have an eta yet. **2)** asked about the paving that Whitinsville Water Company will be doing. Mr. Luchini stated that they did a walk through and met with the contractor, and it should be completed over the Summer. **3)** asked about the intersection of Sutton Street, 122, School Street and Upton Street, noting that the State wanted to put in a roundabout. Mr. Luchini clarified that the state does not want a roundabout but requested that the parameters that were submitted for the Tips project include the option for a roundabout. Our consulting sent in what they felt were the best options, which did included a roundabout, nothing has been approved yet. **4)** reminded everyone that today, April 24th is Martyrs Day.

ITEMS FOR FUTURE AGENDA/None
CORRESPONDENCE/None
EXECUTIVE SESSION/None

A motion/Mr. Begin, seconded/Mr. Ampagoomian to adjourn the public meeting. Vote yes/Unanimous.

Meeting Adjourned: 7:42 PM

Respectfully submitted,

Brian Paulhus, Clerk

/mjc

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING - OPEN SESSION

April 24, 2023

- I. APPROVAL OF MINUTES/None**
- II. PUBLIC HEARING/None**
- III. APPOINTMENTS: A. By the Town Manager (Vote to nominate): Scott Schofield, Animal Inspector/Present: Jeanne Gniadek, Board of Health Administrator**
 - Copy of memorandum regarding the appointment of Scott Schofield as Animal Inspector**
 - Copy of nomination of inspector of Animals form**
- IV. CITIZENS' COMMENTS/INPUT**
- V. DECISIONS**
 - B. Annual Town Election [May 16, 2023]/Vote to sign Election Warrant/Present: Linda Zywiec, Town Clerk/No documentation**
 - C. Spring Annual Town Meeting [May 2, 2023]/Vote position on all warrant articles - Presentations from Petitioners/Present: Attorney Rob Knapik**
 - Copy of Spring Town Meeting Positions form**
 - Copy of Spring Town Meeting Warrant**
 - Copy of memo from the Planning Board recommendation for article 24**
 - Copy of proposed zoning changes for article 24**
 - Copy of memo from the Planning Board recommendation for article 23**
 - Copy of proposed zoning changes for article 23**
 - D. George Marston Whitin Community Association Inc. dba Whitin Community Center/1) Gala event on Saturday, May 6, 2023 from 5:30 PM to 10 PM - request for a one-day entertainment license; 2) Picnic in the Park event on Saturday, June 10 2023 from 10 AM to 2 PM 2a) request for a one-day entertainment license; 2b) request for a one-day wine and malt license; 3) Cars in the Park event on Saturday, August 19, 2023 from 10 AM to 4 PM 3a) request for a one-day entertainment license 3b) request for a one-day wine and malt license; 4) Greenway Challenge event on Saturday, September 30, 2023 from 11 AM to 6 PM 4a) request for a one-day entertainment license 4b) request for a one-day wine and malt license; 5) Haunted Trail event on Friday, October 27, 2023 from 7:30 PM to 9:30 PM/Present: Heather Elster or Jennifer Castro**
 - Copy of Application for a one-day entertainment license for the Gala Event**
 - Copy of Revenue Enforcement and Protection Attestation**
 - Copy of Workers' Compensation Insurance Affidavit**
 - Copy of License Routing Slip**
 - Copy of application for a one-day entertainment**
 - Copy of Revenue Enforcement and Protection Attestation**
 - Copy of Workers' Compensation Insurance Affidavit**
 - Copy of application for one-day entertainment license for Picnic in the Park**
 - Copy of Revenue Enforcement and Protection Attestation**
 - Copy of Workers' Compensation Insurance Affidavit**
 - Copy of Hold Harmless Agreement**

- Copy of License Routing Slip
- Copy of application for a one-day entertainment license for the Cars in the Park Event
- Copy of Revenue Enforcement and Protection Attestation
- Copy of Workers' Compensation Insurance Affidavit
- Copy of application for a one-day wine and malt license for the Cars in the Park event
- Copy of Revenue Enforcement and Protection Attestation
- Copy of Workers' Compensation Insurance Affidavit
- Copy of Hold Harmless Agreement
- Copy of License Routing Slip
- Copy of one-day entertainment license for the Greenway Challenge
- Copy of Revenue Enforcement and Protection Attestation
- Copy of Workers' Compensation Insurance Affidavit
- Copy of application for a one-day wine and malt license for the Greenway Challenge
- Copy of Revenue Enforcement and Protection Attestation
- Copy of Workers' Compensation Insurance Affidavit
- Copy of Hold Harmless Agreement
- Copy of License Routing Slip
- Copy of application for a one-day entertainment license for the Haunted Trail event
- Copy of Revenue Enforcement and Protection Attestation
- Copy of Workers' Compensation Insurance Affidavit
- Copy of License Routing Slip

E. 2023 Annual License Renewals [Junk Dealers, Bowling & Billiards]/Vote to approve subject to the payment of all monies due the Town

- Copy of 2023 Annual license renewals listing

F. Village Congregational Church [Harvest Festival, Saturday, September 23, 2023 from 9 AM to 3 PM [*Rain date: Sunday, September 24, 2023*]/1) Request to hang a banner across Church Street from Sunday, September 10, 2023 to Sunday, September 24, 2023; 2) Request to close Church Street from Park Street to Main Street from 8 AM to 4 PM. 3) Request to use Memorial Park on Saturday, September 23, 2023 from 8 AM to 4 PM; and 4) Request for a One-Day entertainment license.

- Copy of email requesting a banner and to close Church Street
- Copy of email from the DPW Director approving the closure
- Copy of Memorial Park Request Form
- Copy of application for a one-day entertainment for Harvest Festival
- Copy of Revenue Enforcement and Protection Attestation
- Copy of Certificate of Liability Insurance
- Copy of Workers' Compensation Affidavit
- Copy of Hold Harmless Agreement
- Copy of Certificate of Exemption

G. Open Sky Community Services/Request to hang a banner across Church Street from June 18, 2023 to July 2, 2023 to advertise their Summer Concert Series Event to take place Thursday evenings June 29 – August 31 from 6 PM – 8 PM

- Copy email requesting to hang a banner across Church Street

H. Safety Committee Minutes (March 15, 2023) / Vote to accept the recommendations

- Copy of March 15, 2023 Safety Committee meeting minutes

- VI. DISCUSSIONS/None**
- VII. TOWN MANAGER'S REPORT/None**
- VIII. SELECTMEN'S CONCERNS/No documentation**
- IX. ITEMS FOR FUTURE AGENDA/None**
- X. CORRESPONDENCE/None**
- XI. EXECUTIVE SESSION/None**

ELECTION WORKERS 2023

B

Party	Last Name	First Name	Address	
Democrat	Calnan	Barbara Jean	27 C St	Whitinsville, MA 01588
Democrat	Campo	Pamela	95 Lovelace Ln	Whitinsville, MA 01588
Democrat	Clasby	Debbie	Swift Rd	Whitinsville, MA 01588
Democrat	Conlee	Pauline	1068 Hill St	Whitinsville, MA 01588
Democrat	Cota	Carolyn	17 Douglas Rd #309	Whitinsville, MA 01588
Democrat	Daly	Daniel J.	127 Lovelace Ln.	Northbridge, MA 01534
Democrat	D'Amato	Linda	63 Gill Ct.	Whitinsville, MA 01588
Democrat	DeForest	Mary	28 Heritage Drive	Whitinsville, MA 01588
Democrat	DeForest	Wayne	28 Heritage Drive	Whitinsville, MA 01588
Democrat	Dumont	Ronald	173 North Main St	Whitinsville, MA 01588
Democrat	Forman	Harriet	381 Pollard Rd	Northbridge, MA 01534
Democrat	Gallagher	James	153 Heritage Dr	Whitinsville, MA 01588
Democrat	Gogolinski	Lisa	442 Douglas Rd	Whitinsville, MA 01588
Democrat	Heney	Shirley	32 Elston Ave	Northbridge, MA 01534
Democrat	Hughes	Tersilia	900 Providence Rd	Whitinsville, MA 01588
Democrat	Joubert	Kathleen	37 High St	Whitinsville, MA 01588
Democrat	Kalousdian	Jeffrey	437 Church St	Whitinsville, MA 01588
Democrat	Krupsky	John Jr.	22 Clover Hill Rd	Whitinsville, MA 01588
Democrat	Kuras	Evelyn	1282 Quaker St	Northbridge, MA 01534
Democrat	Laflesh	Clement	145 S. Main St	Northbridge, MA 01534
Democrat	Lanagan	Michael	P.O. Box 205	Linwood, MA 01525
Democrat	LeCour	Pauline	698 Highland St	Northbridge, MA 01534
Democrat	Lowe	Cristi	166 Border Street	Whitinsville, MA 01588
Democrat	Lyman	Agnes	20 Water St	Whitinsville, MA 01588
Democrat	McCaughey	Joan	71 Heritage Dr	Whitinsville, MA 01588
Democrat	Murray	Paul	18 Heritage Dr	Whitinsville, MA 01588
Democrat	Nocera	Sharon	670 Linwood Ave #228	Whitinsville, MA 01588
Democrat	Nowlan	Elaine	63 School St #403	Northbridge, MA 01534
Democrat	Peloquin	Joseph Sr.	38 Gelinis Ave	Northbridge, MA 01534
Democrat	Planas-Merced	Damian	205 Highland St	Northbridge, MA 01534
Democrat	Potty	David	72 Stoney Brook Dr	Whitinsville, MA 01588
Democrat	Potty	Mary	72 Stoney Brook Dr	Whitinsville, MA 01588
Democrat	Rajunas	Lydia	19 Kennedy Circle	Northbridge, MA 01534

ELECTION WORKERS 2023

Democrat	Raymond-Jordan	Laurine L	572 Church St	Whitinsville, MA 01588
Democrat	Scheible	Ellen	62 Samuel Dr	Whitinsville, MA 01588
Democrat	Sheehan	Joan	117 Heritage Dr	Whitinsville, MA 01588
Democrat	Simonian	Christina	7B Colonial Dr.	Whitinsville, MA 01588
Democrat	Spencer	Pamela	164 Heritage Dr	Whitinsville, MA 01588
Democrat	Stacy	Anne	3 Linkside Ct	Northbridge, MA 01534
Democrat	Stacy	Leslie	3 Linkside Ct	Northbridge, MA 01534
Democrat	Swanson	Michael	201 Swift Rd	Whitinsville, MA 01588
Democrat	Talbot	Deborah	102 Heritage Dr	Whitinsville, MA 01588
Democrat	Tessier-Woupio	Diane	65 Violette Cir	Northbridge, MA 01534
Democrat	Timmons	Wendy	870 Quaker St	Northbridge, MA 01534
Republican	Ayotte-Kind	Yvette	42 Heritage Dr	Whitinsville, MA 01588
Republican	Berghuis	Jennie	36 Edmonds Cir	Whitinsville, MA 01588
Republican	Boucher	Irene	934 Providence Rd	Whitinsville, MA 01588
Republican	Brouwer	Susan M	14 Lea Ave	Northbridge, MA 01534
Republican	Canoy	Jonathan	114 Conservation Dr	Whitinsville, MA 01588
Republican	Canoy	Joseph	114 Conservation Dr	Whitinsville, MA 01588
Republican	Canoy	Maria	114 Conservation Dr	Whitinsville, MA 01588
Republican	Ebbelling	Ahleen	31 Henry St	Whitinsville, MA 01588
Republican	Favata	Philip	27 Forest St	Whitinsville, MA 01588
Republican	French	Steven	110 Eben Chamberlain Rd	Whitinsville, MA 01588
Republican	Frieswick	Bruce	32 Highland St	Whitinsville, MA 01588
Republican	Gobar	Paula	38 Rachel Ln	Whitinsville, MA 01588
Republican	Gobar	Scott	38 Rachel Ln	Whitinsville, MA 01588
Republican	Gonsalves	Pamela	1875 Hill St	Whitinsville, MA 01588
Republican	Hendon	Allen	50 Dover Dr	Whitinsville, MA 01588
Republican	Jorritsma	Florence	1076 Hill St	Whitinsville, MA 01588
Republican	Koopman	Priscilla	1 Wolfe Hill Rd	Northbridge, MA 01534
Republican	Letscher	John	146 Jon Cir	Whitinsville, MA 01588
Republican	Lewis	Susan	10 Edmonds Cir	Whitinsville, MA 01588
Republican	Partridge	Mary	275 Purgatory Rd	Whitinsville, MA 01588
Republican	Randolph	Lynne	17 Keryn Ct.	Northbridge, MA 01534
Republican	Snow	Carol	28 June St.	Northbridge, MA 01534
Republican	Stefancyk	Denise	379 Linwood Ave	Whitinsville, MA 01588

ELECTION WORKERS 2023

Republican	VanderBaan	Kathryn	71 Swift Road	Whitinsville, MA 01588
Republican	VandeWerken	Joel	255 Goldthwaite Rd	Whitinsville, MA 01588
Unenrolled	Archibald	Jane	110 East St	Whitinsville, MA 01588
Unenrolled	Ashe	Bonnie	74 Carpenter Rd	Whitinsville, MA 01588
Unenrolled	Bedigian	Jayne	100 Rocky Road	Whitinsville, MA 01588
Unenrolled	Belanger	Jonathan	556 Carpenter Rd.	Whitinsville, MA 01588
Unenrolled	Belanger	Karen	556 Carpenter Rd.	Whitinsville, MA 01588
Unenrolled	Beqiri	Jessica	1005 Marston Rd	Whitinsville, MA 01588
Unenrolled	Bergeron	Kathleen	100 Providence Rd	Whitinsville, MA 01588
Unenrolled	Berry	Tracy	2171 Providence Rd #3	Northbridge, MA 01534
Unenrolled	Bonneau	Edward	56 Prescott Rd	Whitinsville, MA 01588
Unenrolled	Booker	Bryan	9 Violette Circle	Northbridge, MA 01534
Unenrolled	Briand	Maureen	158 Linwood Ave	Whitinsville, MA 01588
Unenrolled	Brouillard	John	139 Cooper Rd	Northbridge, MA 01534
Unenrolled	Buehler	Gregg	243 Cooper Rd	Northbridge, MA 01534
Unenrolled	Burton	Martha	31 East St	Whitinsville, MA 01588
Unenrolled	Canoy	Shannon	114 Conservation Dr	Whitinsville, MA 01588
Unenrolled	Cassano-Beckman	Donnamarie	39 Jefferson Ave	Northbridge, MA 01534
Unenrolled	Conio	Tobias	60 Fairlawn St	Whitinsville, MA 01588
Unenrolled	Costanza	Eric	68 Brian Cir	Northbridge, MA 01534
Unenrolled	Cotterell	Edward	373 Mendon Rd	Northbridge, MA 01534
Unenrolled	Cronin	Daniel	95 Mendon Rd	Northbridge, MA 01534
Unenrolled	Crooker	Linda	2 Chestnut St #212	Whitinsville, MA 01588
Unenrolled	Damico	Erika	444 Main St.	Whitinsville, MA 01588
Unenrolled	DeJordy	Mary	1759 Providence Rd	Northbridge, MA 01534
Unenrolled	Dickert	Harold "Hal"	42 Edmonds Cir	Whitinsville, MA 01588
Unenrolled	Dickert	Joan	42 Edmonds Cir	Whitinsville, MA 01588
Unenrolled	Ducharme	Doris	64 Heritage Dr	Whitinsville, MA 01588
Unenrolled	Duncan	Harold	19 Kennedy Circle	Northbridge, MA 01534
Unenrolled	Durso	Stephen	549 Hill St	Whitinsville, MA 01588
Unenrolled	Farley	Anne	401 Cooper Rd	Northbridge, MA 01534
Unenrolled	Forgit	Denise	220 Heritage Dr	Whitinsville, MA 01588
Unenrolled	Foster	Amanda	693 Fowler Rd	Northbridge, MA 01534
Unenrolled	Frieswyk	Cynthia	358 Fletcher St	Whitinsville, MA 01588

ELECTION WORKERS 2023

Unenrolled	Gagnon	Elizabeth	21 Stoney Brook Dr	Whitinsville, MA 01588
Unenrolled	Gallant	Joanne	169 Sheryl Dr	Whitinsville, MA 01588
Unenrolled	Green	Susan	118 Clubhouse Ln	Northbridge, MA 01534
Unenrolled	Greene	Sheryl	68 Jon Cir	Whitinsville, MA 01588
Unenrolled	Hagar	Robin	57 Tipperary Drive	Whitinsville, MA 01588
Unenrolled	Harris	Julie	23 Forest Street	Whitinsville, MA 01588
Unenrolled	Hutchinson	John	40 Windstone Dr	Whitinsville, MA 01588
Unenrolled	Johnson	Christine M.	568 Samuel Dr	Whitinsville, MA 01588
Unenrolled	Jubenville	Victor	76 Prospect St	Whitinsville, MA 01588
Unenrolled	Kurowski	Sharon	82 Plummer Ave	Whitinsville, MA 01588
Unenrolled	Lafleur	Paula J.	138 North Main St	Whitinsville, MA 01588
Unenrolled	Lafleur	Richard	138 North Main St	Whitinsville, MA 01588
Unenrolled	Lamoreaux	Kathryn	30 Kingsnorth St	Whitinsville, MA 01588
Unenrolled	Lemoine	Barbara	733 Highland St	Northbridge, MA 01534
Unenrolled	Levesque	Ryan T.	139 Border St	Whitinsville, MA 01588
Unenrolled	Lussier	Cindy	35 Emond St	Northbridge, MA 01534
Unenrolled	Machado	Lee	1395 Providence Rd	Whitinsville, MA 01588
Unenrolled	Malkasian	Claire	57 Prospect St	Whitinsville, MA 01588
Unenrolled	March	Sandra	28 Acorn Rd	Whitinsville, MA 01588
Unenrolled	Marso	Mary Lee	39 Lovelace Ln	Northbridge, MA 01534
Unenrolled	McCarthy	Kathleen	34 Carpenter Rd	Whitinsville, MA 01588
Unenrolled	Miedema	Kathleen	84 Kerry Ln	Whitinsville, MA 01588
Unenrolled	Miedema III	David	84 Kerry Ln	Whitinsville, MA 01588
Unenrolled	Miller	Elaine	91 Deane Way	Whitinsville, MA 01588
Unenrolled	Minichiello	Paula	50 Plummer Park	Whitinsville, MA 01588
Unenrolled	Mistretta	Jeanne	670 Linwood Ave #117	Whitinsville, MA 01588
Unenrolled	Morris	Virginia	37 Leland Rd	Whitinsville, MA 01588
Unenrolled	Murray	George	43 Spruce St	Northbridge, MA 01534
Unenrolled	Murray	Janyce	18 Heritage Dr	Whitinsville, MA 01588
Unenrolled	Murray	Stacie	43 Tipperary Drive	Whitinsville, MA 01588
Unenrolled	Nestor	Cheryl	80 Hillview Ln	Whitinsville, MA 01588
Unenrolled	Nye	Steven	233 North Main St	Whitinsville, MA 01588
Unenrolled	Parkinson	Margaret	53 Henry Street	Whitinsville, MA 01588
Unenrolled	Pierel-Doucette	Marie	68 North Main St	Whitinsville, MA 01588

ELECTION WORKERS 2023

Unenrolled	Pierre-Louis	Dickens	205 Main St, #B	Whitinsville, MA 01588
Unenrolled	Potenza	Patricia	12 Linkside Ct	Northbridge, MA 01534
Unenrolled	Potvin	Charlene	670 Linwood Ave #114	Whitinsville, MA 01588
Unenrolled	Pratt	Donna	40 Church Ave.	Northbridge, MA 01534
Unenrolled	Quigley	Lucia	11 Sheryl Dr	Whitinsville, MA 01588
Unenrolled	Ramian	John	706 Sutton St	Northbridge, MA 01534
Unenrolled	Rizzo	Peter	58 Kerry Ln	Whitinsville, MA 01588
Unenrolled	Roy	Kathleen	41 Hillview Ln	Whitinsville, MA 01588
Unenrolled	Sasseville	Richard	217 Jefferson Ave	Northbridge, MA 01534
Unenrolled	Sullivan	Ronald	96 Quarry Rd	Whitinsville, MA 01588
Unenrolled	Susienka	Sharon	1467 Hill St	Northbridge, MA 01534
Unenrolled	Trombino	Marguerite	36B Cottage St	Whitinsville, MA 01588
Unenrolled	Unser	Susan	74 Dover Dr	Whitinsville, MA 01588
Unenrolled	Valdivia	Kathleen	19 Forest St	Whitinsville, MA 01588
Unenrolled	Verducci	David	135 Rebecca Rd	Whitinsville, MA 01588
Unenrolled	Walker	Bethany	37 Granite St	Whitinsville, MA 01588
Unenrolled	White	Ronald	88 North Main St.	Whitinsville, MA 01588
Unenrolled	Wildfeuer	Justine	50 Lincoln Cir	Northbridge, MA 01534
Unenrolled	Woupio	Allen	65 Violette Cir	Northbridge, MA 01534
Unenrolled	Young	Kenneth	77 Hillview Ln	Whitinsville, MA 01588
Unenrolled	Young	Sandra	77 Hillview Ln	Whitinsville, MA 01588
Unenrolled	Zohoun	Raja	56 D St	Whitinsville, MA 01588
Unenrolled	Zywien	John	52 Gill Court	Whitinsville, MA 01588
United Independent Party	McKinney	Alan	67 Fowler Ave	Northbridge, MA 01534
United Independent Party	Schuster	Melissa	42 Riverdale St	Northbridge, MA 01534
American Independent Party	Leeman	Laurie	1277 Quaker St.	Northbridge, MA 01534
Mass. Independent Party	Guido	Maureen	670 Linwood Ave #216	Whitinsville, MA 01588
Mass. Independent Party	Streeter	Judith	4 Lake Terr	Whitinsville, MA 01588

Melissa Ciaramitaro

From: Melissa Ciaramitaro
Sent: Monday, June 26, 2023 1:31 PM
To: Michelle Benoit
Subject: RE: Church St. Banner request

Good afternoon Michelle,

Unfortunately the banner is booked from August 7th – August 21st. We could schedule for July 24th – August 7th if that works for you? Let me know and I can schedule it to go before the Selectmen's meeting on July 17th.

Just a few updates on the banner. The Highway Department is now responsible for hanging the banner so you can bring the banner to their office located at 11 Fletcher Street. They now hang the banners from Monday – Monday for two weeks.

Thank you

*Melissa Ciaramitaro, Sr. Adm. Asst./HR. Asst.
Town Manager's Office
Town of Northbridge
7 Main Street Whitinsville, MA 01588
Phone: 508-234-2095 Ext. 1202*

From: Michelle Benoit <Michelle.Benoit@OurGym.org>
Sent: Monday, June 26, 2023 12:45 PM
To: Melissa Ciaramitaro <mciamitaro@northbridgemass.org>
Subject: Church St. Banner request

Hi Melissa,

I hope this finds you well. I am wondering if we can reserve the banner spot on Church Street for the Cars in the Park event? The event is August 19th, so ideally we would like to have the banner up the two weeks prior.

Also, now that the town has the new sign in front of the town hall, I am also wondering the wording can be changed to the following (since there is more room on the sign now).

Whitin Community Center Cars in the Park

Sat. August 19th 10-3pm

Register your vehicle at

www.WhitinCommunityCenter.com

All Welcome, Spectators free

20 fee

Phone: D.

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF NORTHBRIDGE

APPLICATION FOR COMMON VICTUALLER LICENSE

TO THE LICENSING AUTHORITIES:

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

MK Pizza INC - dba Northbridge House of Pizza
Magad Fakhry, Mgr.
93-2081199

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

TO: Pizza restaurant - sub - salads
Pasta - Soda

GIVE LOCATION BY STREET AND NUMBER:

AT: 2225- Providence RD Northbridge MA 01534

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

LIST THE DAYS AND HOURS OF PROPOSED OPERATION:

DURING: Open 7 Days a week 9AM - 10 PM

Maged Fakhry
(Signature of Applicant)

Mailing Address:

Print Name: Maged Fakhry
Address: 67 Clinton st
City: shrewsbury
State, Zip: MA - 01545

Received: 6/28/23 1:25pm
(Date) (Time)

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

Official Use only
Date License Granted:



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**

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: MK PIZZA INC

Address: 2225 Providence Rd. Northbridge MA 01534

City/State/Zip: NORTHBRIDGE MA 01534 Phone #: 508 234 3936

Are you an employer? Check the appropriate box:

- 1. I am a employer with _____ 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: M. Ned Athay - Kiriolos Mosas Date: 06/28/2023

Phone #: 978-332-3146

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

City or Town: Northbridge Permit/License # _____

Issuing Authority (circle one):

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

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

The Commonwealth of Massachusetts, William Francis Galvin Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Articles of Organization

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

Minimum Filing Fee:
\$250.00

Identification Number: 001668187 (number will be assigned)

ARTICLE I

The exact name of the corporation is:

MK PIZZA 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. Specify if you want a more limited purpose:

ARTICLE III

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

Class of Stock	Par value per share (Enter 0 if no Par)	Total authorized number of shares	Total authorized par value	Total issued and outstanding number of shares
CNP	0	10,000	0	10,000

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 corporation 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 SHAREHOLDER, INCLUDING THE EXECUTORS, ADMINISTRATORS, HEIRS, AND DEVISEES OF A DECEASED STOCKHOLDER, DESIRING TO SELL OR TRANSFER STOCK SHALL FIRST OFFER IT TO THE BOARD OF DIRECTORS IN WRITING, ALONG WITH THE PRICE AT WHICH HE/SHE IS WILLING TO SELL OR TRANSFER AND THE NAME OF ONE ARBITRATOR. THE DIRECTORS SHALL, WITHIN 30

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

RESTURANT

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

Number and street: 2225 PROVIDENCE RD

Address 2:

City or town: NORTHBRIDGE State: MA Zip code: 01534

Country: UNITED STATES

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

Number and street: 2225 PROVIDENCE RD

Address 2:

City or town: NORTHBRIDGE State: MA Zip code: 01534

Country: UNITED STATES

Which is:

its principal office an office of its transfer agent

an office of its secretary/assistant secretary its registered office

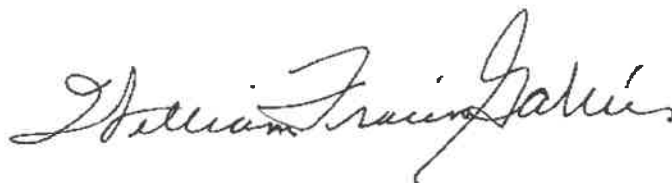
Signed this 26 Day of June, 2023 at 13:06 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

MAGED FAKHRY

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:

June 26, 2023 01:43 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

Secretary of the Commonwealth of Massachusetts

William Francis Galvin

Business Entity Summary

ID Number: 001668187

[Request certificate](#)

[New search](#)

Summary for: **MK PIZZA INC**

The exact name of the Domestic Profit Corporation: MK PIZZA INC				
Entity type: Domestic Profit Corporation				
Identification Number: 001668187				
Date of Organization in Massachusetts: 06-26-2023		Date of Revival:		
		Last date certain:		
Current Fiscal Month/Day: 12/31				
The location of the Principal Office:				
Address: 2225 PROVIDENCE RD				
City or town, State, Zip code, Country: NORTHBRIDGE, MA 01534 USA				
The name and address of the Registered Agent:				
Name: MAGED FAKHRY				
Address: 2225 PROVIDENCE RD				
City or town, State, Zip code, Country: NORTHBRIDGE, MA 01534 USA				
The Officers and Directors of the Corporation:				
Title	Individual Name	Address		
PRESIDENT	MAGED FAKHRY	69 CLINTON ST SHREWSBURY, MA 01545 USA		
TREASURER	KIROLOS MOSAD	6 MILFORD ST APT 5 UPTON, MA 01545 USA		
SECRETARY	MAGED FAKHRY	69 CLINTON ST SHREWSBURY, MA 01545 USA		
DIRECTOR	MAGED FAKHRY	69 CLINTON ST SHREWSBURY, MA 01545 USA		
DIRECTOR	KIROLOS MOSAD	6 MILFORD ST APT 5 UPTON, MA 01545 USA		
Business entity stock is publicly traded: <input type="checkbox"/>				
The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:				
Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$0	10,000	\$0	1,000
<input type="checkbox"/> Consent <input type="checkbox"/> Confidential Data <input type="checkbox"/> Merger Allowed <input type="checkbox"/> Manufacturing				
View filings for this business entity:				
ALL FILINGS Annual Report Application For Revival Articles of Amendment Articles of Charter Surrender				
View filings				
Comments or notes associated with this business entity:				
<div style="border: 1px solid black; height: 40px;"></div>				

[New search](#)

walkway
can
air
2x
fridge
stove
grill

fridge
fridge
fridge

cooler

2x
Cup

cooler

sink
table

cooler

registers

Customer table

Customer table

Front Door

back room

Office

Back Room

cleaning

fridge
fridge
fridge

NTM License Slips

Row 1

Current Status On Agenda for 7.17.23

Done

License ID: NTM#16161

License Type: Common Victualler's License

Description: Pizza Resturaunt, subs, salads, pasta and soda

Business: MK Pizza Inc. dba Northbridge House of Pizza

Applicant: Magad Fakhry, Manager

Address: 2225 Providence Road

Approval Target 07/13/23

Slip Started on: 06/29/23 3:39 PM

PLANNING Approve:

PLANNING Comments: N/A -not applicable

POLICE Approve:

POLICE Comments:

FIRE Approve:

FIRE Comments: Subject to a fire safety inspection

BUILDING ZONING Approve:

BUILDING ZONING Comments:

CONSERVATION Approve:

CONSERVATION
Comments: N/A

HEALTH
Approve:

HEALTH
Comments: Subject to a Health Inspection (scheduled for July 7th) and any required upgrades.

Based on the 7/7/23 inspection, the facility will need to install a hand-wash sink in the food prep area as currently there is only one sink at the very rear of the facility next to the 3-bay sink - impractical for daily use by food prep employees. They will also need to conduct a deep cleaning, repair several floor tiles, remove unused equipment, and have all personal belongings from the current owner removed from the establishment. A pre-opening inspection upon completion of the above will be required.

ASSESSORS
Approve:

ASSESSORS
Comments:

TREASURER
COLLECTOR
Approve:

TREASURER
COLLECTOR
Comments: SMOC owes back water charges for this property



**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**

E.

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:

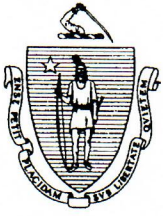
Northbridge Town Hall
Town Manager's Office
7 Main Street
Whitinsville, MA 01588

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-x"/>
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="508-234-7908-x"/>	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
<input type="text" value="Anil Kumar Jain"/>	<input type="text" value="2-B Ball Street, Worcester, MA 01603"/>	<input type="text" value="011-94-7868"/>	<input type="text" value="10/28/1962"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<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

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Neena Jain"/>	<input type="text" value="2-B Ball Street, Worcester, MA 01603"/>	<input type="text" value="011-94-7494"/>	<input type="text" value="08/23/1960"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Stockholder"/>	<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

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

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
Anil Kumar Jain (50%)	Beer & Wine	Shri Sai, LLC	Westborough
Neena Jain (50%)	Beer & Wine	Shri Sai, LLC	Westborough

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?
 If yes, please fill out section 13.

Yes No

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

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

13A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone		
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>		
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	US Citizen	MA Resident
<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	<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	US Citizen	MA Resident
<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	<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	US Citizen	MA Resident
<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	<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	US Citizen	MA Resident
<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	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
 If yes, attach an affidavit providing the details of any and all convictions.

Yes No

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

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

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

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

13F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes No
- b. Will the licensee retain control of the business finances? Yes No
- c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date e. Management Term End Date

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

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:
Title:
Date:

Management Agreement Entity Officer/LLC Manager

Signature:
Title:
Date:

APPLICANT'S STATEMENT

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

Of Prem Shri Sai, Inc.
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: Anil

Date: 06/14/2023

Title: President, Treasurer, Secretary and Director



**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

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


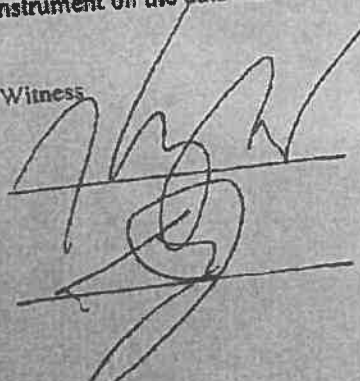
the Lessee relating to the Lessor's proposed development of the Premises, including but not limited to architectural plans, specifications, site plans and drawings (regardless of whether such information is labeled as confidential). Confidential Information may be released to the parties' attorneys, 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

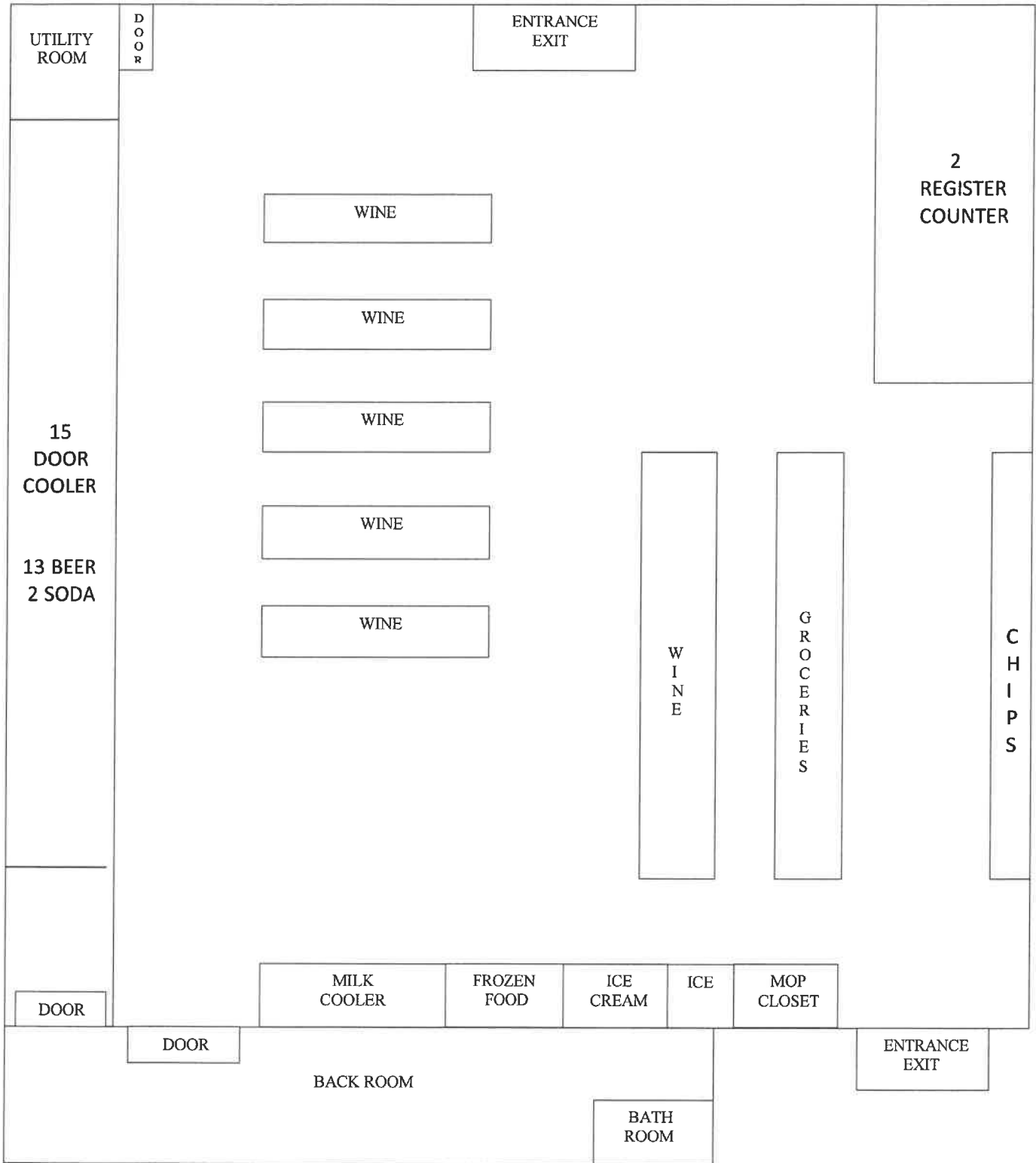
By: 
Anil Kumar Jain, President

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

Know all Men by These Presents,

G.

That the Town of Northbridge, in the County of Worcester and Commonwealth of Massachusetts, in consideration of One Thousand Two Hundred Dollars, paid by **Peter and Diane Lajoie of 158 Fowler Road, Northbridge, MA, 01534** the receipt of which is hereby acknowledged, does sell and convey to said **Peter and Diane Lajoie**, that certain cemetery **Lot 11**, three graves, situated on the way called **Maple Square South** in the **Riverdale Cemetery**, and the sole and exclusive right of burial of the dead therein, subject to the following rules and restrictions for the regulation and government of said Cemetery; viz:

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

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

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

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

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

IN WITNESS WHEREOF, the said Town of Northbridge has caused these presents to be signed and sealed by its Board of Selectmen, this 17th day of July, in the year of our Lord Two Thousand Twenty-Three.

Know all Men by These Presents, **H. 1.**

That the Town of Northbridge, in the County of Worcester and Commonwealth of Massachusetts, in consideration of Nine Thousand Six Hundred Dollars, paid by **Douglas S. Carr Jr. of 24 Hill St, Whitinsville, MA 01588**, the receipt of which is hereby acknowledged, does sell and convey to said **Douglas S. Carr Jr.**, the six burial graves **Lot Number 31, situated on the way called Oaklawn Ave, in the Pine Grove Cemetery**, and the sole and exclusive right of burial of the dead therein, subject to the following rules and restrictions for the regulation and government of said Cemetery; viz:

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

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

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

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

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

IN WITNESS WHEREOF, the said Town of Northbridge has caused these presents to be signed and sealed by its Board of Selectmen, this 17th day of July, in the year of our Lord Two Thousand Twenty-Three.



Know all Men by These Presents, **H.2.**

That the Town of Northbridge, in the County of Worcester and Commonwealth of Massachusetts, in consideration of Six Hundred Dollars, paid by **Seng Sengtong of 37 Border St, Whitinsville, MA 01588**, the receipt of which is hereby acknowledged, does sell and convey to said **Seng Sengtong**, the cremation **Lot Number 401, situated on the way called Woodlawn Ave, in the Pine Grove Cemetery**, and the sole and exclusive right of burial of the dead therein, subject to the following rules and restrictions for the regulation and government of said Cemetery; viz:

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

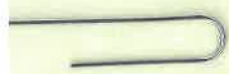
2nd. That if any trees or shrubs in said Lot shall become in any way detrimental to the adjacent lots or avenues, or dangerous or inconvenient, the Town shall have the right to enter into said Lot and remove said trees or shrubs, or such parts thereof as are dangerous, detrimental or inconvenient.

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

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

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

IN WITNESS WHEREOF, the said Town of Northbridge has caused these presents to be signed and sealed by its Board of Selectmen, this 17th day of July, in the year of our Lord Two Thousand Twenty-Three.





I.

Town of Northbridge

REQUEST FOR PROPOSALS

193 Main Street
Whitinsville, MA 01588

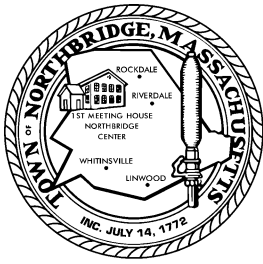


Project Title: Sale & Development of 193 Main Street Fire Station

Issued: July 26, 2023

Proposals due Friday, August 25, 2023, by 12:00 PM

Town: Town of Northbridge, Town Hall
Address: 7 Main Street, Whitinsville, MA 01588
Contact: Adam Gaudette, Town Manager
Telephone: (508) 234-2095
Email: agaudette@northbridgemass.org



Town of Northbridge Request for Proposals

Town of Northbridge Legal Notice Request for Proposals

The Town of Northbridge ("Town") is requesting proposals from qualified developers to purchase and redevelop the former Fire Station Headquarters located at 193 Main Street, Whitinsville, MA. RFP documents are available by email request to agaudette@northbridgemass.org.

The sale of this property will require that the selected proposer enter into a Development Agreement negotiated with terms satisfactory to the Town and sufficient to ensure the prompt completion of the project in accordance with the terms of the accepted proposal.

There will be a required pre-bid informational session on **Wednesday, August 9, 2023, at 11:00 a.m.** at the Northbridge Fire Station, 193 Main Street, Whitinsville, MA 01588.

Sealed responses clearly labeled "**Redevelopment Proposal for the Northbridge Fire Station**" are due by **12:00 p.m. on Friday, August 25, 2023**, delivered to: Town Manager/Chief Procurement Officer, Northbridge Town Hall, 7 Main Street, Whitinsville, MA 01588.

The Town reserves the right to reject any and all proposals; to waive any defects, informalities, and minor irregularities; to award contracts; or cancel this RFP, if it is in the Town's best interest to do so.

Adam D. Gaudette
Town Manager

Advertised in Central Register/Milford Daily –	Wednesday, July 26, 2023
Pre-Bid Informational Session –	Wednesday, August 9, 2023
Responses / Proposals due –	Friday, August 25, 2023



(Apparatus Bay Entrances)

Development Opportunity

The Town of Northbridge (“Town”), acting by and through its Select Board and Town Manager, is providing an opportunity for a qualified private developer (“Developer”) to purchase the Project Site (described below) for a business or mixed-use development. The Town seeks proposals that demonstrate a creative business approach for the Project Site, outlining an achievable development plan. *Additional photos of the Project Site are included in Attachment A.*

The Town sees the redevelopment of the Project Site as a critical component of the historic mill village of Whitinsville. The Town recognizes that a development of this type may take some time to accomplish but cannot allow the project to languish, with no substantive progress being made or with material changes being made to the accepted proposal. Accordingly, the Project Site will be sold subject to a Development Agreement (described below) negotiated with the Developer with terms satisfactory to the Town and sufficient to assure the Town of the prompt completion of the project in accordance with the terms of the accepted proposal.

This transaction will be a disposition of an interest in real property owned by the Town and is subject to the provisions of M.G.L. c. 30B, §16. This request for proposals (“RFP”) is being issued pursuant to that statute. While the purchase price is an important part of any respondent’s proposal, the Town will also evaluate other factors including the experience of proposed Developer; its demonstrated success in design, construction and operation of business and residential (if applicable) development that would result in a viable development; experience with restoration of older structures; and the proposed timing for the project.

1. Project Site

The Town of Northbridge owns the approximately 0.71-acre Project Site located at 193 Main Street. The Project Site is close to the Route 146 corridor, which connects Providence and Worcester, with easy access to the Massachusetts Turnpike (I-90) which travels east to Boston and West to Albany. It is also in close proximity to Downtown Whitinsville, a thriving commercial district with churches, retail, professional offices, Memorial Park, Town Hall, and a community center. The Town intends to sell this property for redevelopment as a business or mixed-use project within the current zoning for this site. The Fire Station building was constructed in 1922 and consists of approximately 33,556 gross square foot of floor area, three-story, multi-wythe brick construction resting on reinforced, concrete foundations.

The first floor consists of approximately 7,704 square foot apparatus bay with stairwell and hose tower, small office, and kitchen/dining area. The second floor includes three bunk rooms and associated living area, while the third floor includes offices and a training area/conference room. The fourth floor is only used for storage and the building also contains a basement level that is accessible, due to sloping grades, from the rear of the building. Vertical circulation is provided by two cast concrete staircases and a sizeable freight elevator that was originally used for vehicles.

The Town began constructing a new Fire Station Headquarters in June of 2022 and the expected completion is late 2023/early 2024. When completed, the fire department will relocate its operations and the 193 Main Street facility will become vacant.



(Aerial View – 193 Main Street Fire Station)

2. Development Considerations

Zoning. The Project Site’s underlying zoning is Industrial-1 (I-1), which allows many commercial and industrial uses, such as office, laboratory, R&D, light industrial use by right, as well as stores, and food & drink establishments, and personal services, by Special Permit.

The building itself is pre-existing non-conforming as it does not meet the 20-foot required front setback. In addition, the lot is also non-conforming as it contains less than the required 40,000 square feet of area. It is because of this that alteration may require an additional special permit, other than a use special permit.

Development proposals submitted to the Town under this RFP shall be consistent with the vision and purpose of the Zoning District described above. Proposed development must comply with all relevant Town Bylaws, including but not limited to the following permits and/or approval requirements:

1. *Other Required Municipal Approvals.* The Project Site is not located within the Floodway and Floodplain Overlay District and is also not in a Historic District or within any permit-required conservation resource areas (wetlands). Depending on the final design proposed for the Project Site, some or all of the following approvals by various agencies of the Town may be required for the development and use of the property:
 - Select Board: Liquor license, common victualler’s license, and other licenses if needed.

- Planning Board: Site Plan Review may be a requirement; Special Permit approval may be required and other approvals within the planning board’s approval process.
 - DPW: Any new road opening permits, stormwater, water, sewer and similar permitting requirements.
 - Board of Health: Hazardous materials, food sales and/or service and other applicable permits and requirements.
2. *Utilities:* The Project Site presently is supplied by town water, town sewer as well as natural gas and electric services. The Project Site has telephone service through Verizon and internet/cable service through Spectrum.
 3. *Timing.* The Fire Station will become vacant in late 2023/early 2024 once the Fire Department relocates its operations into the new headquarters located at 1681 Providence Road. The Town seeks to have redevelopment activities begin as soon as possible. *The proposed timing of a project will be a factor in the Town’s evaluation.*
 4. *No Façade Restriction.* The Town will NOT be placing a façade restriction on the Project Site. There will be no restriction to require that the exterior façade remain substantially as is presently. The Town will not restrict improvements such as the replacement of doors or windows with appropriate modern equivalents or other minor improvements to the main façade.

3. Prospective Developer’s Due Diligence and M.G.L. c. 21E Site Disclosure

Each prospective Developer is responsible for undertaking an independent review and analysis concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals and other development and legal considerations pertaining to the Project Site and the proposed business or mixed-use development.

The Town makes no representations or warranties, expressed or implied, as to the accuracy and/or completeness of the information provided in this RFP. Prospective Developers will be expected to undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, reuse potentials, and other development, ownership and legal considerations (including, but not limited to, any applicable public construction and/or fair wage laws).

The Town has a Phase I Environmental Site Assessment prepared in April 2023 by Civil & Environmental Consultants, Inc. (CEC) and is available on the Town’s website at www.northbridgema.org.

All respondents are strongly encouraged to visit the Project Site before submitting a proposal. Anyone looking to submit a proposal should attend the **Pre-Bid Informational Session on Wednesday, August 9, 2023 at 11 am at the Project Site**. The Project Site will be delivered “as is”, without any warranty or representations by the Town with regard to existing conditions.

4. Development Agreement:

As noted above, the Town sees the redevelopment of the Project Site as a critical piece of Downtown Whitinsville. The Town recognizes that a development of this type may take some time to accomplish but cannot allow the project to languish, with no substantive progress being made or with material changes being made to the accepted proposal.

Accordingly, the Town will dispose of the Project Site through one or more agreements (here collectively referred to as the “Development Agreement”) negotiated with the Developer which, in the sole discretion of the Town, will be adequate to assure the Town that the project will be completed in a timely manner and in accordance with the terms proposed by the Developer and accepted by the Town.

A transaction structured as a lease-to-purchase arrangement, a conveyance at closing with a deed back to the Town held in escrow pending satisfactory completion of the project, or a land disposition agreement with appropriate terms would be acceptable to the Town. The Town is willing to consider such terms as may be proposed by a prospective Developer in this regard. The Town is also willing to consider an installment purchase price provision.

5. Schedule

RFP issued	July 26, 2023
RFP Responses (Proposals) due	August 25, 2023 at 12:00 p.m.
Tentative Award*	On or about October 16, 2023
Execution of purchase contract *	On or about December 31, 2023

** The Town does not guarantee these dates but will make every effort to achieve them to allow construction or alterations to commence during the 2024 construction season.*

All Proposals shall be deemed to be public record, within the meaning of M.G.L. Chapter 4, Section 7(26) after the Proposal Due Date.

6. Submission Requirements

All proposals must be submitted in accordance with the terms and conditions of this RFP to the Town Manager’s Office, Attn: Adam Gaudette, Town Manager, Northbridge Town Hall, 7 Main Street, Whitinsville, MA 01588, no later than **12:00 p.m. on Friday, August 25, 2023.**

Prospective Developers shall submit an original and 6 copies of their Proposals in a sealed envelope together with a USB flash drive of the Proposal in .pdf format. Neither faxed nor emailed Proposals will be accepted. Envelopes shall be marked:

"Redevelopment Proposal for the Northbridge Fire Station"

Proposals may include any materials and information that the Developer determines are necessary to satisfy the requirements of this RFP. A prospective Developer may not correct, modify or substitute a submitted Proposal in any manner unless authorized by the Town in its sole discretion.

A complete proposal shall include the following:

- A. **Statement of Interest:** Provide a statement of proposer’s interest in development of the project; highlights of the proposer’s qualifications; a description of how the proposed concept addresses the objectives listed in this RFP; and a brief description of project team.
- B. **Applicant Qualifications:** Provide an organizational chart describing the entities and key personnel on the proposer’s team, resumes for lead personnel, and a brief description of similar projects completed by the team or individual in the past ten (10) years.
- C. **Development Project Experience:** Provide one (1) example that demonstrates successful business or mixed-use projects in a downtown environment as well as a list of all commercial or industrial

development projects undertaken within the last ten (10) years. If the Developer intends to propose a mixed-use development or single use, provide examples of projects that incorporate multiple uses into the development. Please include the following information for each past project example: a) location and photographs; b) number of units, the mix of units, the unit sizes, number of square feet and any customer survey/satisfaction information; c) total development cost identifying the amount of debt and the amount of equity used to finance project and economic return(s) achieved;

D. A Conceptual Description of the proposed development that includes:

- Development program, including floor area for the specific types of uses that will be sought.
- Estimated ground coverage, height, and gross floor area of the buildings if alterations are being considered. Estimated square footage of existing building(s) to be razed and explanation of need, if applicable.
- The number of commercial or industrial units proposed by size, tenure (whether rented or owned), level of affordability, and accessibility provisions, if any, beyond code compliance.
- Description of how the proposed uses will relate programmatically to the surrounding land uses and the Town, identifying the basis for anticipating the degree to which the nonresidential uses will attract people to and thus enliven the vicinity.
- Description of the physical design of the development in words, graphics, or both, including indication of site-specific conceptual layout, how parking is to be accommodated as divided among at-grade options and indication of points of access into the site for pedestrians, autos, and servicing trucks.
- Project Schedule that sets out the anticipated time of commencement of construction, how work would be phased, length of likely construction, and identification of contingencies that might alter the timing.

E. Financial Information that includes:

- Anticipated financial and management interests in the development;
- Strategy for securing equity and financing;
- Banking references;
- Pro Forma.

F. Price Proposal on Form set forth as Attachment C that includes the amount to be paid by the developer for purchase of the Project Site.

G. RFP security in the amount of \$5,000.00. Such security shall be payable to the Town in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of its obligation to pursue and negotiate in good faith the project as anticipated in its proposal.

All security of all proposers shall be retained until the execution and delivery of a Development Agreement with the Developer selected by the Town. At that time the security provided by all other proposers will be returned.

The RFP security covers the Town for damages if a proposer were to withdraw its proposal after the submission date. Be advised that to the extent permitted by law the Town will retain all RFP security for withdrawn proposals.

- H. A disclosure of whether or not the proposed Developer and/or any of its principals, partners, co-ventures and/or subcontractors participating in the proposal or the project has been dismissed or disqualified from a bid or contract within the past five years, and if so, the reason(s) why.
- I. A disclosure of any conditions (bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect the developer's ability to perform contractually. If a joint venture, a disclosure is required for each partner in the joint venture.

Following the deadline for receipt, the Town Manager or his designee will open the Proposals and prepare a register of those developers or individuals submitting Proposals, which shall be made available for public inspection.

All proposals shall remain firm for one hundred twenty (120) calendar days from the proposal due date.

7. Proposal - Minimum Requirements

In order to be considered for evaluation, the proposal must have met the RFP minimum requirements by providing the following with its proposal:

- The Proposal must be a Complete Proposal as defined in Section 7 above.
- At least one member of the Development Team or individual must have completed one comparable business or mixed-use development within the past ten (10) years.
- The key members of the development team or individual must each submit three (3) satisfactory references.
- RFP security in the amount of \$5,000.00
- The Developer must provide evidence of financial capacity to undertake the proposed development.
- Certificate of Non-Collusion. See Attachment D.
- Attestation - Certificate of Compliance with State Tax Laws, M.G.L. c. 62C, §49A. See Attachment E.
- Attestation – Disclosure Statement for Transaction with a Public Agency concerning Real Property M.G.L. c. 7C,s.38 (formerly M.G.L. c.7,s.40J) See Attachment G.

8. Proposal – Evaluation Criteria

All proposals meeting the Minimum Criteria will then be evaluated based on the following Comparative Evaluation Criteria:

a. Consistency with Project Vision Described in RFP Introduction (“Development Opportunity”)

- *Highly Advantageous*: Conceptual plan and description incorporates the Project Vision section. (8-10 points)
- *Advantageous*: Conceptual plan and description incorporates some of the Project Vision section. (5-7 points)
- *Unacceptable*: The project fails to include the desired attributes listed in the Project Vision section. (0-2 points)

b. Qualifications of Project Team

- *Highly Advantageous:* Project Team or individual has successfully completed business and/or mixed-use projects of similar scope, including redevelopment of municipal properties, and has demonstrated a high likelihood to complete the Project successfully and in an expedited manner. (8-10 points)
- *Advantageous:* Project Team or individual has some development experience and has a reasonable likelihood of completing the Project acceptably and on time. (5-7 points)
- *Unacceptable:* Project Team or individual does not have documented experience with single or mixed-use redevelopment projects. (0-2 points)

c. **Project Feasibility, Including Ability to Obtain Financing**

- *Highly Advantageous:* Proposal includes details on committed tenants and financing. High likelihood that developer has the ability and the resources to complete its project in the manner proposed. (8-10 points)
- *Advantageous:* Reasonable likelihood that developer has the ability and the resources to complete its project in the manner proposed. (5-7 points)
- *Unacceptable:* Developer does not have the ability and the resources to complete its project in the manner proposed. (0 points)

d. **Project Timing**

- *Highly Advantageous:* Proposal includes a detailed timeline projecting the developer's ability to complete required permitting and begin construction as soon as possible after award. (8-10 points)
- *Advantageous:* Proposal includes a timeline demonstrating the developer's ability to begin construction within one year after purchase. (5-7 points)
- *Unacceptable:* Proposal includes a timeline without sufficient detail or the proposal does not include any timeline. (0-2 points)

e. **Purchase price**

- *Highly Advantageous:* Project Team or Individual has offered a responsible purchase price as part of the RFP. (8-10 points)
- *Less Advantageous:* Project Team or individual has offered less than reasonable purchase price as part of the RFP. (3-6 points)

9. Evaluation Process

The Project Development Contract will be awarded to the most advantageous proposer, as determined by the Town at its sole discretion. The evaluation process will be made in three phases:

(1) An initial review of each proposal will be made to determine whether all Minimum Requirements (Section 7 of this RFP) have been met. Any proposal not meeting those requirements will be eliminated from consideration.

(2) Proposals that satisfy the Minimum Requirements will be further evaluated in accordance with the Comparative Evaluation Criteria set forth in Section 8 of this RFP by the evaluators appointed by the Town.

(3) The evaluations will be reviewed in conjunction with the financial proposals, the results of any interviews and any additional information requested by the Town, on which basis the most advantageous proposer will be identified.

During the evaluation process, the Town reserves the right for any reason deemed appropriate by the Town to waive portions of the RFP; to waive any minor informality in a proposal; to request “best and final” offers; to reject any and all Proposals; to terminate this RFP; and/or to issue a new RFP.

The Town reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met or for any other reason in its sole discretion.

Within sixty (60) days of being selected, the Designated Developer shall provide to the Town:

- Development Agreement(s) as negotiated with and to the satisfaction of the Town, executed by the Developer.
- A deposit equal to 10% of the Purchase Price.
- A signed Disclosure Statement of Beneficial Interest in accordance with M.G.L. c.7, §40J.
- Any other documents as required by the Town.

If the required documents are not executed and submitted to the Town within the specified time, the Designated Developer’s selection will automatically expire, unless extended in writing by the Town at its sole discretion.

The Town reserves the right to negotiate with another proposer if the Designated Developer and the Town are unable to negotiate a final Development Agreement satisfactory to the Town in its sole discretion.

10. Rule for Award of Contract

The RFP contract will be awarded to the most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in the RFP. Before awarding the RFP, the Town may request additional information from prospective developers or individual, and/or may require interviews.

11. Non-Applicability of Public Construction Laws

It is the Town’s intent that any agreement resulting from this RFP shall be for a private development to which none of the laws and regulations applicable to public construction projects shall apply. The Town has established certain Proposal Minimum Requirements (See Section 7 herein), but otherwise the successful developer shall be responsible for the design and construction of its Project. The Town shall have the right to inspect the Project during construction for the purpose of assuring that construction is following the developer’s Proposal and not to modify the design or the manner of construction except to the extent any municipality might exercise its health, safety, and zoning powers for any private construction project.

12. Disclaimer/Reservation of Rights

The Town makes no representations or warranties, expressed or implied, as to the accuracy and/or completeness of the information provided in this RFP. The Project Site will be disposed of to the Selected Developer in “AS-IS”, “WHERE IS” and with “ALL DEFECTS” without any representation, warranty or covenant of any kind whatsoever, and the successful developer shall agree to accept the Project Site in such condition without recourse to the Town of any kind or for any reason whatsoever.

The Town reserves the right to extend the deadline for submission of Proposals, to request supplementary information, to conduct interviews with any or all of the developers submitting proposals, to waive minor informalities, and to reject any or all proposals, in whole or in part, if in its sole judgment the best interests of the Town would be served in doing so. The Town will reject any and all proposals when required to do so by applicable law.

The Town reserves the right to negotiate any and all terms of a Development Agreement (Purchase and Sale Agreement or other agreement with the Designated Developer). If such negotiations cannot be concluded successfully with the Designated Developer, the Town may choose to negotiate an agreement with the next Designated Developer from the pool of proposers, to terminate this RFP process, or to begin a new RFP process.

Execution of a Development Agreement with the Town for the Project Site in no way constitutes satisfaction of any applicable Town bylaws nor guarantees issuance of any required Town permit, including a special permit/site plan approval or liquor license.

ATTACHMENT A

PROPERTY INFORMATION

ATTACHMENT B
PROPERTY PHOTOS

ATTACHMENT C

FORM FOR PRICE PROPOSAL

The undersigned having fully examined, read, and in understanding of the request for proposal (RFP) for this contract and being familiar with all of the conditions surrounding the project and sale of the 193 Main Street Fire Station offers the following sale price as described below:

Price offered = \$ _____

Price offered in words = _____

The Undersigned agrees that, if he/she is selected as the highest ranking proposer, they will within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after, execute a Contract in accordance with the terms of this RFP.

The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity.

The Undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing business in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of Chapter twenty nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned further agrees that he or she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

The undersigned furthermore agrees that by submitting this proposal it fully understands the proposal specifications, terms and conditions as outlined in this document.

Company Information:

Name _____

Address _____

Phone _____

E-Mail _____

FID # _____

Signature for Individual

Name of Company

Name and Title of Individual Authorized to Sign

Signature

Date _____

Signature for Partnerships (must be signed by ALL general partners)

Name of Partnership

Date

Name and Title of Partner

Signature

Name and Title of Partner

Signature

Name and Title of Partner

Signature

Signatures for Corporation

Name of Corporation

Date

Printed Name and Title of Duly Authorized Company Officer

Signature

Corporate Seal (affix below)

FID Number

Signature of Clerk

ATTACHMENT E

STATEMENT OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties

of perjury that _____ has fully complied with all laws of the
Name of Entity

Commonwealth of Massachusetts relating to the payment of taxes.

Company Name: _____

Address: _____

Social Security or
Federal Identification Number: _____

(Authorized Signature)

(Date)

(Title)

Seal (If by Corporation):

ATTACHMENT F

CERTIFICATE OF AUTHORITY
(Corporations Only)

At a duly authorized meeting of the Board of Directors of _____
Name of Corporation

it was VOTED that _____ of this company is authorized to
Name and Title

execute contracts and bonds in the name of and on behalf of this company, and affix its corporate seal hereto; and such execution of any contract obligation in this company's name and on its behalf, said obligation to be valid and binding upon this company.

A True Copy Attested,

Company Name: _____

Address: _____

(Authorized Signature)

(Date)

(Title)

I hereby certify that I am the clerk of _____; that the
Name of Corporation

above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Name of Clerk: _____ Corporate Seal:

ATTACHMENT G

**DISCLOSURE STATEMENT FOR TRANSACTION
WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY**

M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

____ Lessor/Landlord

____ Lessee/Tenant

____ Seller/Grantor

____ Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

NONE: _____

NAME

POSITION

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY

DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

ATTACHMENT H

CHECKLIST

Attachment A – Property Information	_____
Attachment B – Property Photos	_____
Attachment C – Price Proposal	_____
Attachment D – Non-Collusion Statement (signed)	_____
Attachment E – Tax Compliance Statement (signed)	_____
Attachment F – Certificate of Authority (if applicable)	_____
Attachment G – Disclosure Statement	_____
Attachment H – Checklist	_____
Addenda Acknowledgement (if applicable)	_____