

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
VIRTUAL MEETING USING ZOOM
May 18, 2020 at 7:00 PM**

The public is invited to attend/join this meeting from your computer, phone or tablet.

Join Zoom Meeting:

<https://us02web.zoom.us/j/88488477018?pwd=d1ViY0F2U3ZuVVFkT1NxOEEx5WDZlZz09>

Meeting ID: 884 8847 7018

Password: 031601

Please mute your microphone unless you are speaking or want to speak. Inappropriate comments and/or disruptive behavior will result in immediate dismissal.

- I. **Call Meeting to Order:** Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order concerning imposition on strict limitations on the number of people that may gather in one place, meetings of the Northbridge Board of Selectmen will be conducted via remote participation to the greatest extent possible. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings as provided for in the Order.
- II. **APPROVAL OF MINUTES:** A. 1. February 24, 2020 [Exec.Sess.] 2. March 23, 2020 3. April 27, 2020
- III. **PUBLIC HEARING B. 1) 7:05 PM:** Application to transfer the All Alcoholic Beverages Package Store license from Mill House Wine and Spirits, Inc. [Alexis Giannopoulos, Mgr.] to Niyas Corporation DBA Mill House Wine and Spirits [Mehul Patel], 670 Linwood Avenue, Unit 13B, Northbridge 2) Application to transfer the Non-Alcoholic Common Victualler License
- IV. **APPOINTMENTS/Resignations**
- V. **CITIZENS' COMMENTS/INPUT**
- VI. **DECISIONS:**
 - C. Village Congregational Church: Harvest Festival, Saturday, September 26, 2020 from 9 AM to 3 PM [*Rain date: Sunday September 27, 2020*]/1) Request to use Memorial Park; 2) Request to close Church Street, from Main Street to Park Street from 9 AM to 4 PM; 3) Request for a one-day Entertainment License/**Present:** Harriet Forman
 - D. Blackstone Valley Chamber of Commerce/Request to change the date of previously approved one-day weekday entertainment license [previously approved March 9, 2020] for their 22nd Annual Home and Business Expo on Saturday, October 31, 2020 from 10 AM to 2 PM located at the Northbridge High School Field House
 - E. Vote to accept monetary donation from Walmart in the amount of \$1,500 for the Northbridge Police Department
 - F. Town Clerk's Office/Request to hang a banner across Church Street Sunday, June 21, 2020 to Wednesday, July 1, 2020 to advertise the Annual Town Election on June 30, 2020
 - G. Annual Town Election [June 30, 2020] / Vote to sign warrant

THIS AGENDA IS SUBJECT TO CHANGE

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING - EXECUTIVE SESSION

February 24, 2020

Under M.G.L. c.30A, Sec. 21 #2: To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel.

-NO DOCUMENTATION

BOARD OF SELECTMEN'S MEETING
March 23, 2020

A meeting of the Board of Selectmen was called to order by Chairman James Athanas at 7:00 PM, Northbridge Community Television, 198 Church Avenue, Northbridge, MA 01534. Board Members Present: Athanas, Cannon, and Melia. Also Present: Adam D. Gaudette, Town Manager.

The Pledge of Allegiance was recited by those present.

APPROVAL OF MINUTES/None.

PUBLIC HEARING/None.

APPOINTMENTS/Resignations/None.

CITIZENS' COMMENTS/INPUT. Selectman Melia offered to read aloud a statement he wrote about Richard Lachapelle, a former Northbridge Police Lieutenant, who passed away last evening at the age of 89. Mr. Melia mentioned Mr. Lachapelle became a full-time Police Officer in 1966 and was promoted to Sergeant in 1979. In 1990, Sgt. Lachapelle was again promoted and became Northbridge's first Police Lieutenant as recommended by then Police Chief Thomas J. Melia, III. Mr. Lachapelle retired in 1995, spending his time between Northbridge and Cape Cod. Mr. Lachapelle was the first Safety Officer for the Northbridge Police Department and taught safety classes to many Northbridge students. On behalf of the Northbridge Board of Selectmen, Mr. Melia said Mr. Lachapelle will be missed and offered his condolences to the entire Lachapelle family.

Declaration of Emergency (COVID-19)/Vote to approve. Town Manager Gaudette advised he put this item on the agenda as many other towns have in order to adopt the declaration but since the Governor has declared a statewide state of emergency, there is no requirement for the Town to do so. He said he also reached out to the Department of Revenue [DOR] and the Mass. Emergency Management Agency [MEMA] for clarification regarding spending monies under emergency purposes above appropriations as well as be eligible for reimbursement if funds become available through FEMA or MEMA. As such Mr. Gaudette suggested this item be passed over. A motion/Mr. Melia, seconded/Ms. Cannon to pass over this item as explained by Town Manager Gaudette. Vote yes/Melia, Cannon, and Athanas.

Spring Annual Town Meeting [May 5, 2020]/Vote to sign warrant upon completion and final review by Town Counsel. Mr. Gaudette explained the Board must vote to sign the warrant subject to review by Town Counsel. He also noted that it has not been decided if Town Meeting will be delayed or not, but the warrant can still be posted. He added that for now they will move forward with the May 5th date. A motion/Ms. Cannon, seconded/Mr. Melia to sign the warrant subject to completion and final review by Town Counsel. Vote yes/Cannon, Melia and Athanas.

TOWN MANAGER'S REPORT. The Town Manager stated the next Selectmen's meeting is scheduled for April 13th but due to the circumstances with the COVID crisis, he wanted to keep things brief tonight and thus he moved the other non-essential items to the April 13th agenda.

SELECTMEN'S CONCERNS: Selectman Cannon asked about the Lasell Field construction that is supposed to start on April 6th and is that still the plan. Mr. Gaudette replied yes, barring

any construction restrictions by the State, it will begin April 6th. **Selectman Melia/1)** pointed out that New Hampshire will be allowing restaurants to sell alcohol with to-go meals and asked the Town Manager if he has heard whether Massachusetts will be following suit. Mr. Gaudette said he hasn't heard anything in that regard yet. **2)** Also asked what is being done to keep public safety employees safe during this pandemic, i.e. are they sanitizing cruisers and ambulances, etc. The Town Manager confirmed they have policies and protocols in place and are following all precautionary measures. **Chairman Athanas/1)** noted that many restaurants are experiencing tough times due to the pandemic and asked if there is any way the town can suspend the small meals tax. Mr. Gaudette responded that anything having to do with taxes and elections come under the jurisdiction of the legislature. However, he pointed out they only pay taxes on what they sell and said he is not aware of any special legislation related to that. **2)** He brought up social distancing and urged the younger folks to follow the guidelines.

ITEMS FOR FUTURE AGENDA/None.

CORRESPONDENCE/None.

EXECUTIVE SESSION/None.

A motion/Mr. Melia, seconded/Mrs. Cannon to adjourn the public meeting. Vote yes/Melia, Cannon and Athanas.

Meeting Adjourned: 7:11 PM

Respectfully submitted,

Daniel Nolan, Clerk

/mjw

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING - OPEN SESSION

March 23, 2020

PLEDGE OF ALLEGIANCE

I. APPROVAL OF MINUTES/None

II. PUBLIC HEARING/None

III. APPOINTMENTS/Resignations/None

IV. CITIZENS' COMMENTS/INPUT/None

V. DECISIONS

A. Declaration of Emergency (COVID-19)/Vote to approve.

-Copy of Department of Local Services Bulletin dated March 20, 2020 regarding emergency expenditures and borrowing during the COVID-19 crisis.

-Copy of email dated March 19, 2020 from Town Accountant Vaidya to Town Manager Gaudette with advice from the Director of Accounts [state]

B. Spring Annual Town Meeting [May 5, 2020]/Vote to sign warrant upon completion and final review by Town Counsel

-Copy of warrant [Draft #6]

VI. DISCUSSIONS/None

VII. TOWN MANAGER'S REPORT – No Documentation

VIII. SELECTMEN'S CONCERNS - No Documentation

IX. ITEMS FOR FUTURE AGENDA/None.

X. CORRESPONDENCE/None.

XI. EXECUTIVE SESSION/None.

BOARD OF SELECTMEN'S MEETING
April 27, 2020

A meeting of the Board of Selectmen was called to order by Chairman James Athanas at 7:00 PM, virtually using Zoom Video Communication, Video conferencing app at

<https://us02web.zoom.us/j/83673782469?pwd=S3JQOUVyZEtvM1RuUGhkcUFLVXdMQT09>

Meeting ID: 836 7378 2469 /Password: 036847. Board Members Present: Athanas, Cannon, Melia and Nolan. Selectman Ampagoomian joined the meeting at 7:34 PM. Also present: Adam D. Gaudette, Town Manager, and Henry Lane, Town Moderator.

Chairman Athanas asked all attendees to mute their microphones unless they are speaking or wish to speak. Inappropriate comments and/or disruptive behavior would result in immediate dismissal.

Chairman Athanas read the following aloud: Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order concerning imposition on strict limitations on the number of people that may gather in one place, meetings of the Northbridge Board of Selectmen will be conducted via remote participation to the greatest extent possible. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings as provided for in the Order.

APPROVAL OF MINUTES: A. January 13, 2020. A motion/Mr. Nolan, seconded/Mr. Melia to approve the January 13, 2020 meeting minutes as presented with the readings omitted. Vote yes/Athanas, Cannon, Melia and Nolan.

PUBLIC HEARING/None

APPOINTMENTS: B. By the Town Manager: 1) Rochelle Thompson, Inspector of Animals/Vote to nominate [*Note: Appointment is subject to certification by the State*]. A motion. Melia, seconded/Mr. Nolan to nominate Rochelle Thompson as Inspector of Animals. Vote yes/Athanas, Cannon, Melia and Nolan.

2) Maurice Guilbault, Alternate Inspector of Animals/Vote to nominate [*Note: Appointment is subject to certification by the State*]. A motion/Mr. Nolan, seconded/Mrs. Cannon to nominate Maurice Guilbault as the bAlternate Inspector of Animals. Vote yes/Athanas, Cannon, Melia and Nolan.

3) Daniel Chauvin, Animal Control Officer (Annual Reappointment)/Vote to affirm. A motion/Mr. Melia, seconded/Mr. Nolan to affirm the reappointment of Daniel Chauvin as Animal Control Officer. Vote yes/Athanas, Cannon, Melia and Nolan.

C. Resignations: Amanda Foster, Disability Commission. A motion/Mr. Melia, seconded/Mr. Nolan to accept the resignation of Amanda Foster from the Disability Commission and to send a letter of appreciation for her service. Vote yes/Athanas, Cannon, Melia and Nolan.

CITIZENS' COMMENTS/INPUT/None

MSM Management dba Sparetime recreation, 117 Church Street/One-day Entertainment Applications/Present: Mark Moon. Town Manager Gaudete stated that the approval of these licenses would depend upon the current restriction, and any following restrictions, banning gathers of 10 or more. Mr. Moon stated that he is planning on hosting a one-and-a-half-hour comedy show and as or right now he has been working with seven comedians. He explained to the Board that he is aware of seventy (70) person

occupancy set forth by the Building Department. Mr. Moon further explained that he does not plan to exceed that and plans to sell tickets in advance. Mr. Moon explained that providing that the comedy shows go well and there is a business for it he will look to get an engineer to examine the building so he will be able to apply for a full-time entertainment license. At this time, there are four shows scheduled for June 20, 2020; July 18, 2020, August 15, 2020 and September 19, 2020. Selectmen Melia asked what type of audience they intend to attract and noted he had some concerns for parking and the possibility of disturbances. Mr. Moon responded that he plans to sell tickets in advance, and not allow walk-ins, which will make them aware in advance how many guests will be at the show. He added that if they sell or have a large number of guests, they plan to ask for a Police detail. Chairman Athanas asked how many parking spots are available. Mr. Moon stated there are thirty (30) to forty (40) spots on the side of the building and street parking will also be available. A motion/Mr. Melia, seconded/Mr. Nolan to approve the One-Day entertainment licenses for MSM Management dba Sparetime recreation, 117 Church Street, for the following dates of June 20, 2020; July 18, 2020, August 15, 2020 and September 19, 2020 subject to fire safety inspection, building inspection, approved seating inspection and pending the social gather ban is lifted. Vote yes/Athanas, Cannon, Melia and Nolan.

2020 Annual License Renewals [Junk Dealers, Bowling & Billiards] / Vote to approve subject to the payment of all monies due the Town. A motion/Mr. Melia, seconded/Mr. Nolan to approve the 2020 annual licenses subject to the payment of all monies due to the Town. Vote yes/Athanas, Cannon, Melia and Nolan.

Stone Hill Condominiums – Sewer Connection Fee Reduction Request/Present: Henry Lane. Mr. Lane explained that the estimate that it will be one-third of the regular flow of a condominium and they are requesting a reduction based on the expected amount of decreased flow. Town Manager Gaudette stated that the calculation fee would be reduced from \$762,960 to \$224,692. He also recommended eliminating the Inflow & Infiltration fee (I & I), which requires addition removal of excess water coming in. Town Manager Gaudette further mentioned that the Department of Environmental Protection sent a letter several years ago stating that the Town is compliant and no longer needs the I & I Policy. Town Manager Gaudette also recommended that \$22,800 be put in escrow for the purposes of completing a Sewer Capacity Study and also be required to make any improvements recommended by the Study. Lastly, the applicant shall draft an enforceable agreement to be reviewed and approved by Town Counsel to require full sewer connection fee payment at any time an over-55 unit is housed by someone with no age restriction. Selectman Melia asked how do you determine that those living there are 55 or older? Mr. Lane stated that the project is approved under the special permit process, and the zoning restriction is only available to someone 55 or older. Mr. Lane further explained that it would be very difficult for someone to sneak in who was under the age of 55. Town Manager Gaudette asked if the development would have a homeowner's association? Mr. Lane replied yes, there will be. Selectman Melia requested we add this to the schedule for the future projects. Selectman Nolan asked if the developer would still be responsible for additional costs. Mr. Lane stated that the developer is committed to paying for the study and additional costs that come along, however, if it is something determined to be the town's responsibility, they would likely come back to the town to look to come to a mutual agreement for cost. Selectman Athanas asked if significant fees occur how we would address it going forward? Town Manager Gaudette suggested approving it, contingent upon the details of the letter provided and the Board can come back and negotiate at a later date, if needed. A motion/Mr. Melia, seconded/Mrs. Cannon to approve Sewer Connection Fee Reduction Request for the Stone Hill Condominiums. Vote yes/Athanas, Cannon, Melia and Nolan.

Annual Town Meeting Postponement by the Moderator (June 23rd) Present: Moderator Henry Lane. Mr. Lane stated that under the legislation we can only postpone the meeting thirty (30) days out which would take us to Tuesday, May 26, 2020. He further explained that he will then postpone again for another thirty (30) days to get us to June 23, 2020. Town Manager Gaudette stated that once the Board votes, he will notify all Departments and the public, as required by law. Town Manager Gaudette Advised that the

Town does have the right to go past June 30, 2020, for the purposes of establishing a budget, but the hope is that we can have the meeting June 23, 2020. No vote is required by the Board of Selectmen as this is a Town Moderator decision, and the Board has been informed of Town Moderator Henry Lane's decision.

Selectman Ampagoomian joined the meeting at 7:34 PM

Vote to postpone the Annual Election (June 30th). Town Manager Gaudette explained that with the plan to postpone the Annual Town Meeting it only makes sense to do the same for the Annual Town Election while also keeping the Town Meeting scheduled prior to the Election. Selectman Melia asked about the possibility of doing a drive-up election, if needed. Town Manager Gaudette stated we would look at options as we get closer and added that anything we do would need approval from the State's Election Division. A motion/Mr. Melia, seconded/Mrs. Cannon to postpone the Annual Election to June 30, 2020. Vote Yes/Unanimous.

Annual Town Election [May 19, 2020] / Vote to sign warrant *only needed if the postponement is not approved***.** This item was not required and thus was passed over.

Vote to Extend the Taxes Due Deadline from May 1st to June 1st due to COVID-19/Present: Treasurer/Collector Julie Harris. Ms. Harris stated that approving to extend taxes would allow those who are struggling financially an extra month to pay their property tax bills, until June 1, 2020. Ms. Harris stated she has not had a lot of inquiries requesting an extension on their taxes but feels it would be beneficial. Selectman Melia asked if other towns were also participating in an extended tax deadline. Ms. Harris replied yes. A motion/Mr. Nolan, seconded/Mr. Melia vote to extend taxes due deadline from May 1, 2020 to June 1, 2020 due to COVID-19. Vote yes/Unanimous.

DISCUSSIONS/None

TOWN MANAGER'S REPORT: Town Manager Gaudette announced that the Board will not be meeting May 4, 2020 and will plan to meet next on May 18, 2020 and hope to have more information regarding the protocols for Town Meeting and Town Election. Town Manager Gaudette stated that he is waiting for the Governor's announcement this week. Town Manager Gaudette added that the Town Hall is still closed to the public and staff are still working diligently from home. The Town is still working on building permits and other Town Hall business keeping the social distancing order in place. Town Manager Gaudette praised the Firefighters, EMT staff and Police Department who are working on the front line of this pandemic and keeping the public safe. Visit the www.northbridgema.org for the most current information and Press Releases. Selectman Athanas requested an update on the School and turf project. Town Manager Gaudette stated that both projects moving forward, under guidance from the State with working under the COVID-19 pandemic. Town Manager Gaudette further explained that the steel has gone up for the School and they have been pouring concrete. As for the turf project, work began on April 6th, with the track having been stripped of loom, drainage infrastructure is currently being installed, and the former light posts, goal posts and bleacher system have been dismantled.

SELECTMEN'S CONCERNS: Selectman Melia 1) asked if the Town will be having severe cuts in the next fiscal year where we could be seeing department layoffs. Town Manager Gaudette stated that the 2020 tax levy is coming in as it typical would and we do not expect an impact for 2020. Town Manager Gaudette further explained that the spending freeze is to make Departments cognizant of financials. Town Manager Gaudette stated that we could be looking at impact on lottery aid, but we are awaiting to see what the State comes out with. Capital funds will be moving forward since we have that money now and it is not for long term operating funds. **2)** stated that Representative Muradian assisted in the donation of a dry-fogging system to disinfect cruisers and ambulances. The fogging system was donated by Michael Robinson of in New England Disposal and Company. Selectman Melia thanked Mr. Robinson and his company for their

time and generous donation and requested a letter of appreciation be sent. **Selectman Ampagoomian** asked about closing off Burger King parking lot to stop drivers from cutting across the parking lot to avoid the light. Town Manager Gaudette stated that discussions have been had to put up a temporary blockade and this has been discussed with the owners of Burger King. **Selectman Athanas** urged those willing to go out in public use masks and continue to take it seriously, using the social distancing practice put forth by the Centers for Disease and Control Prevention.

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

A motion/Mr. Melia, seconded/Mrs. Cannon to adjourn the virtual public meeting. Vote yes/Unanimous.

Meeting Adjourned: 7:47 PM

Respectfully submitted,

Daniel Nolan, Clerk

/mjw

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING - OPEN SESSION

April 27, 2020

- I. Call Meeting to Order:** Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order concerning imposition on strict limitations on the number of people that may gather in one place, meetings of the Northbridge Finance Committee will be conducted via remote participation to the greatest extent possible. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings as provided for in the Order.
- II. APPROVAL OF MINUTES: A. January 13, 2020**
-Copy of the January 13, 2020 meeting minutes
- III. PUBLIC HEARING/None**
- IV. APPOINTMENTS: B. By the Town Manager: 1) Rochelle Thompson, Inspector of Animals/Vote to nominate [Note: Appointment is subject to certification by the State]**
-Copy of letter from the Department of Agricultural Resources requesting the Nomination
-Copy of nomination page
- 2) Maurice Guilbault, Alternate Inspector of Animals/Vote to nominate [Note: Appointment is subject to certification by the State]**
-Copy of nomination page
- 3) Daniel Chauvin, Animal Control Officer (Annual Reappointment)/Vote to affirm/No documentation**
- C. Resignations: Amanda Foster, Disability Commission**
-Copy of resignation letter
- V. CITIZENS' COMMENTS/INPUT/None**
- VI. DECISIONS:**
- D. MSM Management dba Sparetime recreation, 117 Church Street/One-day Entertainment Applications**
-Copy of MSM Management Inc. dba Sparetime Recreation's One-Day Entertainment Application
-Copy of Revenue Enforcement and Protection Attestation
-Copy of Workers' Compensation Affidavit
-Copy of Certificate of Liability insurance certificate
-Copy of event dates listing
-Copy of Articles of Organization Certificate
- E. 2020 Annual License Renewals [Junk Dealers, Bowling & Billiards] / Vote to approve subject to the payment of all monies due the Town**
-Copy of 2020 Junk and Bowling license renewals

F. Stone Hill Condominiums – Sewer Connection Fee Reduction Request Present: Henry Lane

- Copy of proposal letter from Town Manager Gaudette regarding the Sewer Connection Fee
- Copy of letter from Lane and Hamer Law Office requesting the reduction in the sewer connection fee
- Copy of recommendation from Sewer Superintendent Mark Kuras
- Copy of Sewer Schedule
- Copy of minutes from February 16, 2010 regarding the Linwood Mill Redevelopment project, which included a sewer reduction fee
- Copy of approval letter for the Linwood Mill Redevelopment Project for the reduced sewer connection fee
- Copy of discussion paper on the Linwood Mill Redevelopment Project Sewer Connection Fees
- Copy of letter from the Department of Environmental Protection regarding a consent order for the Linwood Mill Redevelopment project
- Copy of letter from CDM Smith regarding the Stone Hill Condos Sewer Capacity Study

G. Annual Town Meeting Postponement by the Moderator (June 23rd) Present: Moderator Henry Lane

- Copy of letter from Town Moderator Henry Lane stating that the Annual Town Meeting is Rescheduled to June 23, 2020
- Copy of Massachusetts General Law Title VII, Chapter 39, Section 10A

H. Vote to postpone Annual Election (June 30th)

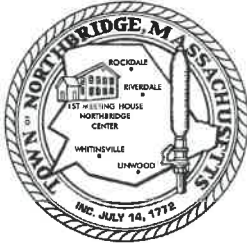
- Copy of House Bill Number 2608 regarding the postponement of 2020 municipal elections
- Copy of information regarding postponing the Town Election

Annual Town Election [May 19, 2020] / Vote to sign warrant **only needed if the postponement is not approved**/No Documentation****

J. Vote to Extend Taxes Due Deadline from May 1st to June 1st due to COVID-19 Present: Treasurer/Collector Julie Harris

- Copy of letter from Julie Harris, Treasurer/Collector notifying the Town Manager of the option to extend the due date of property taxes to June 1, 2020

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



**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**



May 1, 2020

Via EMAIL: legalnotices@telegram.com

Dear Legal Department:

Please place the following Legal Notice in the **Friday, May 8, 2020**, 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, May 18 2020, at 7:05 PM** either in the Selectmen's Meeting Room, Northbridge Town Hall, 7 Main Street, Whitinsville, MA, or virtually using Zoom, to consider the application to transfer the All Alcohol Package Store license from Mill House Wine and Spirits, Inc. [Alexis Giannopoulos], located at 670 Linwood Avenue, Unit 13B, Northbridge, MA 01588 to Niyas Corporation dba Mill House Wine and Spirits [Mehul Patel]. Further information will be available on the Town's website at www.northbridgemass.org as it gets closer to the meeting date. The description of the premises is as follows: Approximately 3,600 sq. ft. Space located at the front façade of the Linwood Mill building including 100 sq. ft. office for administrative use; 500 sq. ft. of merchandise storage; 2 restrooms. Parking lot with ample parking. Customer access is at the rear of the building.

James J Athanas, Chairman
Northbridge Board of Selectmen
May 8, 2020

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 Assistant

c: Francis Niro, Knapik Law



**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

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Pledge of Inventory | <input type="checkbox"/> Change of Class |
| <input type="checkbox"/> Alteration of Premises | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> Change of Category |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Change of License Type
(§12 ONLY, e.g. "club" to "restaurant") |
| <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Other <input type="text"/> | |

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.

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="All Alcoholic 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 FEIN

Entity Name

DBA Manager of Record

Street Address
Unit 13B

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

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

Total Sq. Footage	<input type="text" value="4378"/>	Seating Capacity	<input type="text" value="0"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text" value="1"/>	Number of Exits	<input type="text" value="1"/>	Number of Floors	<input type="text" value="1"/>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name 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="Alexis S. Iijima"/>	<input type="text" value="President"/>	<input type="text" value="100"/>
<input type="text" value="Alexis S. Iijima"/>	<input type="text" value="Treasurer"/>	<input type="text" value="100"/>
<input type="text" value="Alexis S. Iijima"/>	<input type="text" value="Secretary"/>	<input type="text" value="100"/>
<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.

<input type="text" value="Mehul C. Patel"/>	<input type="text" value="XXXXXXXXXX Shrewsbury, Ma 01545"/>	<input type="text" value="XXXXXXXXXX"/>	<input type="text" value="XXXXXXXXXX"/>
<input type="text" value="President/Treasurer/Secretary"/>	<input type="text" value="100"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="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"/>	<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"/>

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
<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

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
<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

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
<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

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
Mehul C. Patel	Package Store	Paxton Liquor	Paxton
Mehul C. Patel	Package Store	Edgemere Discount Wine & Spirits	Shrewsbury
Mehul C. Patel	Package Store	Colonial Liquor	Upton

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	
Mehul C. Patel	Package Store	Roberts Package Store	

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	\$200,000.00
C. Other* (Please specify)	
D. Total Cost	\$200,000.00

*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
Mehul C. Patel	\$200,000.0
Total	\$200,000.00

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. 13B.
			<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.

Personal Savings

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

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

To whom is the pledge being made?

13. MANAGEMENT AGREEMENT

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

Yes No

If yes, please fill out section 13.

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

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

13A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" 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: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" 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: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" 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: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

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

Yes No

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

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

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

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

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

13F. TERMS OF AGREEMENT

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

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

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

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

ABCC Licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:
 Title:
 Date:

Signature:
 Title:
 Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

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

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

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358

APPLICANT'S STATEMENT

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

of Niyas Corporation
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:

Mehul Patel

Date:

4-9-2020

Title:

President/Treasurer

CORPORATE VOTE

The Board of Directors or LLC Managers of

Niyas Corporation

Entity Name

duly voted to apply to the Licensing Authority of

Northbridge

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

MARCH 30, 2020

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Mehul C. Patel

Name of Person

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

"VOTED: To appoint

Mehul C. Patel

Name of Liquor License Manager

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

A true copy attest,

For Corporations ONLY

A true copy attest,

Mehul Patel

Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

Mehul Patel

(Print Name)

(Print Name)



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2 02, 950 CMR 113 16)

Identification Number: 001428592

ARTICLE I

The exact name of the corporation is:

NIYAS CORPORATION

ARTICLE II

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

ARTICLE III

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	1,000	\$0.00	0

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: MEHUL PATEL
No. and Street: 71 BEVERLY HILL DRIVE
City or Town: SHREWSBURY State: MA Zip: 01545 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	MEHUL C PATEL	71 BEVERLY HILL DRIVE SHREWSBURY, MA 01545 USA
TREASURER	MEHUL C PATEL	71 BEVERLY HILL DRIVE SHREWSBURY, MA 01545 USA
SECRETARY	MEHUL C PATEL	71 BEVERLY HILL DRIVE SHREWSBURY, MA 01545 USA
DIRECTOR	MEHUL C PATEL	71 BEVERLY HILL DRIVE SHREWSBURY, MA 01545 USA

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

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

PACKAGE STORE

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

No. and Street: 71 BEVERLY HILL DRIVE
City or Town: SHREWSBURY State: MA Zip: 01545 Country: USA

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

No. and Street: 71 BEVERLY HILL DRIVE

THE COMMONWEALTH OF MASSACHUSETTS

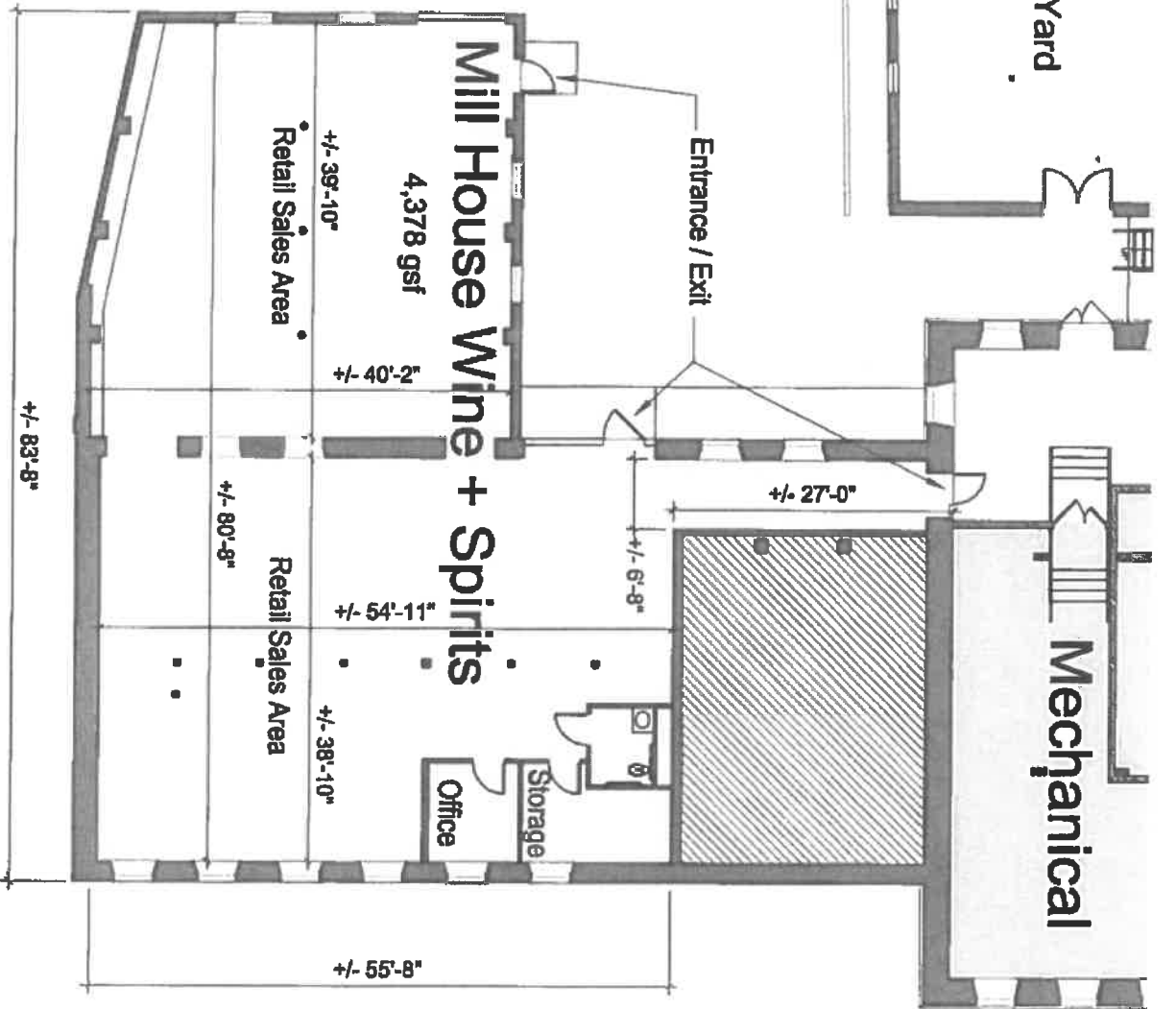
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

March 03, 2020 09:50 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

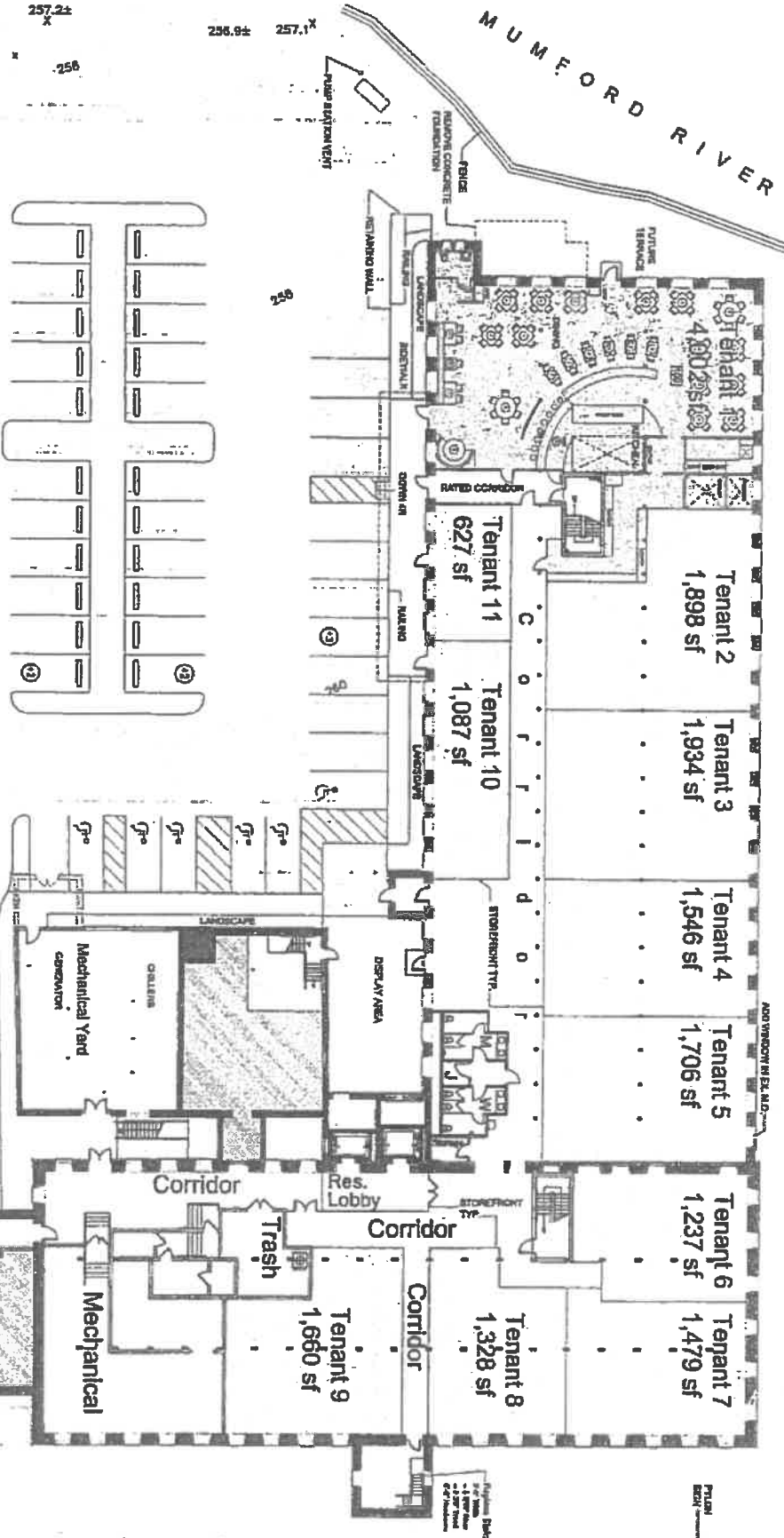


LINWOOD MILL COMMERCIAL DEVELOPMENT LINWOOD AVE NORTHBRIDGE, MA
GROUND FLOOR TENANT 12 LAYOUT SCALE: 1/16" = 1'-0" 12 OCTOBER 2011
GARY MOYER, ARCHITECT UXBRIDGE, MASSACHUSETTS 508 278 3707

PROGRESS DRAWING
NOT FOR CONSTRUCTION

SK 33

MUMFORD RIVER



Rentable Area:

Ground Floor	22,818 sf
First Floor	5,150 sf
Storeroom	6,024 sf
Office	2,018 sf
TOTAL	36,010 sf

LINWOOD MILL COMMERCIAL DEVELOPMENT
 CONCEPTUAL GROUND FLOOR PLAN 20 APRIL 2011
 GARY MOYER, ARCHITECT UMSBRIDGE, MASSACHUSETTS 508 278 9207

LINWOOD AVE NORTHBRIDGE, MA

LEASE

Lease Agreement made this ____ day of April, 2020, between LINWOOD MILL, LLC, a Massachusetts Limited Liability Company having its principal place of business at 1167 Providence Road, Whitinsville, Massachusetts 01588, (Landlord) and NIYAS CORPORATION, having its principal place of business at 71 Beverly Hill Drive, Shrewsbury, Massachusetts 01545, (Tenant).

WITNESSETH

THAT, in consideration of the covenants herein contained, Landlord hereby leases and Tenant hereby rents the following described Leased Premises:

A certain area consisting of approximately 3600 square feet of floor area located within the LINWOOD MILL building, 670 Linwood Avenue, Linwood, MA 01525 (hereinafter referred to as the "Leased Premises"). The approximate area of the Leased Premises is outlined in red on Exhibit A. The Leased Premises are included within an area designated as commercial space in a mill building containing, in addition to commercial tenants on the first floor, residential tenants on the upper floors. The Leased Premises shall include the right to share, in common with others, all first floor common areas, hallways, stairways, walkways and parking areas. Landlord specifically reserves the right to make rules and regulations regarding the use of common areas and the parking areas to the extent that Landlord may prohibit or limit the use of the same and in the case of parking, in Landlord's sole judgment, Landlord may prohibit employee parking except within certain areas or require employees to park off site if in the judgment of Landlord that becomes necessary or desirable in order that there be sufficient customer and resident parking for all users of said parking area. See attached Floor Plan

Upon the Commencement Date of this Lease Landlord shall deliver to Tenant the Leased Premises in accordance with Exhibit B attached hereto and incorporated herein. Tenant agrees to make all alterations or renovations desired by Tenant, all in accordance with the provisions of paragraph 15 herein, at Tenant's sole cost and expense.

1. **TERM & RENEWALS:** The term of this Lease shall be for a period of six (6) years commencing on [TBD****], 2020 (the Commencement Date). Provided Tenant is not then in default, Tenant shall have the option to extend this Lease for one (1) additional four (4) year period, followed by one (1) additional five (5) year period (the Option Periods) by giving written notice to Landlord of Tenant's intent to extend at least six (6) months prior to the expiration of the term or prior Option Period of this Lease.

2. **RENT:** Rent shall become due and payable upon the Commencement Date as follows:
- A. 1). During the first three (3) year term of this Lease rent shall be payable monthly in the amount of \$2,400.00.
 - 2). During the next three (3) year Option Period of this Lease rent shall be payable monthly in the amount of \$2,850.00 per month.
 - B. During the four (4) year Option Period of this Lease, if exercised, rent shall be payable monthly in the amount of \$3,300.00 per month.
 - C. During the five (5) year Option Period of this Lease, if exercised, rent for each year shall be payable monthly in the amount of \$3,650.00 per month.

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 Landlord and delivered to Landlord, at Landlord's address by a good check payable in U.S. funds and drawn on a Massachusetts bank.

3. **UTILITIES:** Tenant agrees to pay promptly all bills chargeable to the Leased Premises for electricity, gas, water, sewer and any other utilities separately metered (including Landlord sub-metering, if any) and consumed by Tenant, whether for heat, air conditioning or otherwise. Tenant shall be responsible for its own cleaning and rubbish removal. Landlord shall not be responsible to provide utilities other than those existing in the Leased Premises at the time of execution of this Lease unless otherwise set forth herein.
4. **PROHIBITED USES:** The Premises shall be used only for the sale of beer, wine and spirits with related products. The following uses shall be prohibited in the Leased Premises:
- a) the sale of X-rated or pornographic materials or products or exhibits either live or by other way means nude or partially clothed persons; or
 - b) the emission of an obnoxious odor, materials, noise sound, or excessive dust which can be deemed a nuisance; or
 - c) pawn shop, check cashing business, tattoo parlor, sale of marijuana, illegal drugs, drug related paraphernalia, any gun shop or shop with the sale of guns; or
 - d) any central laundry or dry cleaning plant; or
 - e) cooking or preparing foods for sale or consumption; or
 - f) overnight occupancy by any one; or
 - g) operation outside of the hours of operation designated by the Commonwealth of Massachusetts for liquor stores; or
 - h) any illegal use; and

- i) and such other uses as are reasonable given the character and other occupants of the Linwood Mill building.

- 5. **USE OF LEASED PREMISES:** Tenant agrees to use said Leased Premises for the operation of retail store for the sale of beer, wine and spirits and related products as are usual and customary but not otherwise prohibited herein, and for no other purpose. Tenant at its sole expense shall comply with all 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 Landlord or Tenant with respect to the Linwood Mill or the Leased Premises and shall observe and comply with such reasonable rules and regulations as may be promulgated by Landlord. Tenant, 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 Landlord, where necessary, will join with Tenant in applying for all such permits or licenses at Tenant's expense. Tenant shall be solely responsible to pay any and all personal property taxes assessed on Tenant's property within the Leased Premises.

In addition to the Prohibited Uses herein, Tenant shall make absolutely no use of the Leased Premises which would increase the premium of, or cause to be cancelled any insurance policies affecting the Linwood Mill or any of its tenants; necessitate renovation of any common area; generally be considered dangerous, offensive, bothersome, unlawful or a nuisance; or generally adversely affect the reputation or goodwill of the businesses within the Linwood Mill. Marijuana and marijuana products shall not be sold from the Leased Premise.

- 6. **REPAIRS:** Tenant, during the term of this Lease or any extensions or renewals thereof, shall, at its sole expense, make all repairs and replacements as shall be necessary to keep said Leased Premises in good repair, including but not limited to repair and replacement of the plumbing, electrical, heating, ventilating, and air conditioning systems; doors, windows, glass, walls, ceilings and floors except for structural defects not resulting from Tenant. Tenant further agrees that all damage or injury done to the Linwood Mill or the Leased Premises by Tenant or by any person who may be in or upon the Leased Premises, except such injury or damage as may be done by Landlord, Landlord's agents, servants, or employees, shall be repaired by Tenant at its expense. Any damage or injury done to the Leased Premises by Landlord, its agents, servants, or employees shall be repaired by Landlord. In addition to Landlord's responsibility to repair as set forth in this paragraph Landlord agrees to maintain the structural portion of the outside walls, roof and floor of the building within which the Leased Premises are a part. Tenant agrees to promptly and regularly remove all rubbish from the Leased Premises at Tenant's cost and expense and not allow the same to accumulate.

Notwithstanding any provisions of this Lease to the contrary, Tenant shall be primarily responsible to keep the common areas immediately adjacent to the Leased Premises free

of snow, ice, litter, rubbish and debris between the times of Landlord's normal maintenance of the same.

Tenant will inspect and accept the Leased 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 Leased Premises in good condition, excepting reasonable wear, damage by fire or other casualty or other causes beyond the control of Tenant.

7. **LANDLORD'S ENTRY:** Tenant shall permit Landlord and his agents to enter the Leased Premises at reasonable times to inspect the same and to make any repairs which are the responsibility of Landlord, to make repairs or perform maintenance to adjoining areas and further to show the Leased Premises at the end of the term or any extensions thereof to prospective tenants. Landlord shall not unreasonably interfere with Tenant's quiet enjoyment of the Leased Premises while conducting Landlord's rights hereunder.
8. **INSOLVENCY:** If any proceedings in bankruptcy or insolvency are filed against Tenant or if any writ of attachment or writ of execution is levied upon the interest herein of Tenant, 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 Tenant shall make any assignment for the benefit of creditors or shall voluntarily institute bankruptcy or insolvency proceedings, Landlord, at Landlord's election, may re-enter and take possession of said Leased Premises and remove all persons therefrom and Tenant covenants and agrees, notwithstanding any entry or re-entry by Landlord, 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 Landlord had not entered or re-entered as aforesaid, including but not limited to legal fees, costs, and charges incurred. Landlord agrees to use reasonable efforts to mitigate Landlord's damages.
9. **NON-WAIVER OF DEFAULT:** The subsequent acceptance of rent hereunder by Landlord shall not be deemed a waiver of any preceding breach of any obligations hereunder by Tenant other than the failure to pay the particular rental so accepted and the waiver of any breach of any covenant or condition by Landlord shall not constitute a waiver of any other breach regardless of knowledge thereof.
10. **INSURANCE:** Tenant at its own expense shall provide and keep in force, for the benefit of Landlord, commercial general liability insurance in which Landlord shall be named as an additional insured with minimum limits of \$2,000,000.00 and minimum limits of \$500,000.00 for property damage, which limits shall be adjusted from time to time in the future to ensure that the limits continue to be commercially reasonable. The policy(s) shall contain a provision that the insurer will not cancel or change the insurance without

first giving Landlord not less than ten (10) days prior written notice. Tenant shall deposit said insurance policies or certificates of insurance with Landlord within ten (10) days prior to the commencement date hereof.

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

11. **FIRE OR OTHER CASUALTY LOSS:** In the event of damage or destruction of the Leased Premises or the Linwood Mill building of which the Leased Premises is a part by fire or other unavoidable casualty so that the same shall thereby be rendered unfit for use or otherwise substantially impairs Tenant's ability to conduct its business, and the said Leased Premises (and the Linwood Mill building in which the commercial space and the Leased Premises are a part) cannot be restored with reasonable diligence within one hundred eighty (180) days, or in the event of substantial damage or destruction to the commercial space generally, or to the residential areas above which results in substantial impairment of the use of the commercial space generally, and the same is not economically feasible for Landlord to cure (in Landlord's sole and exclusive judgment), then this Lease and the said term shall terminate at the election of either Tenant or Landlord and if neither shall so elect, then in case of any such destruction or damage to the Leased 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 Leased 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, Tenant agrees that Landlord shall not be responsible or liable to Tenant or those claiming by, through, or under Tenant, for any loss or damage resulting to Tenant or those claiming by, through or under it or its or their property from dust, condensation, 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 Landlord, its agents, servants or employees.

Tenant will indemnify Landlord 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 Leased Premises, or the occupancy or use by Tenant of the Leased Premises or any part thereof or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires. In case Landlord shall be made a party to any litigation commencing by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation unless such litigation is due to the negligence

of Landlord, its agents, servants, employees or invitees. Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the covenants and agreements in this Lease as against Tenant. Notwithstanding the foregoing, Tenant will not be liable for any legal expenses incurred by Landlord in a suit between Landlord and Tenant in which final judgment is for Tenant.

13. **PLATEGLASS:** Tenant agrees to be responsible for all plate-glass and all glass in all interior and exterior windows and doors.
14. **QUIET ENJOYMENT:** Tenant upon paying the basic rent and all additional rent and other charges herein provided for, and performing and observing all the terms and conditions of this Lease, shall be entitled to the quiet enjoyment and possession of the Leased Premises without hindrance or molestation by anyone claiming by or through Landlord, subject, however, to the reservations and conditions of this Lease.
15. **ALTERATIONS AND RENOVATIONS:** Landlord shall deliver the Lease Premises in accordance with EXHIBIT B attached hereto.

Tenant agrees to make no structural or permanent alterations or renovations to the Leased Premises without first having submitted a plan of the same to Landlord and obtaining the express written consent of Landlord. All such alterations, rebuildings, replacements, additions, improvements on or in the Leased Premises after the commencement of the term and which may be erected, installed or affixed on or in the Leased Premises shall be at Tenant's sole expense and shall become the sole property of Landlord and be deemed to be part of the Leased Premises, except that all movable trade fixtures provided they are not permanently attached to or made a part of any ceiling or wall shall be and remain the property of Tenant, provided, however, that after the removal of any such movable trade fixtures the Leased 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 Leased Premises by removal of Tenant's trade fixtures shall be repaired at Tenant's sole expense. Notwithstanding the above, Landlord reserves the right to require that all or any portion of Tenant's improvements, alterations and renovations, as well as trade fixtures and personal property, be removed by Tenant at Tenant's expense upon Tenant's vacating the Leased Premises so as to leave the Leased 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 Leased Premises made by Tenant shall be completed only by licensed and insured professionals holding all applicable permits and approvals. All work shall be completed timely and in a good workmanlike manner and in accordance with all applicable codes and permits. Tenant shall provide Landlord with evidence of each professional's insurance to Landlord's reasonable satisfaction before commencement of work.

Tenant shall always keep its storefront in a clean, neat and orderly condition so as to create an attractive appearance throughout the commercial space of which the Leased Premises is a part.

No renovations or improvements what so ever shall be made to the exterior of the Leased Premises without the express written consent of Landlord irrespective of any waiver of the obligation to obtain written consent for other renovations, improvements, or alterations as set forth herein. Tenant acknowledges that the Linwood Mill is a listed historic structure and certain renovations and improvements will require, in addition to Landlord's approval, approval by various Historical Commissions.

Notice is hereby given that Landlord shall not be liable for any labor or materials furnished, or to be furnished to Tenant 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 Landlord in and to the Leased Premises. Tenant further agrees to indemnify Landlord against any and all costs, damages and expenses it may suffer on account of the same. Tenant shall cause the same to be removed or dissolved by bond.

16. **ABANDONMENTS:** Tenant agrees not to vacate or abandon the Leased Premises at any time during the demised term. Should Tenant vacate or abandon said Leased 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 Landlord may have, Landlord may remove any personal property belonging to the same, such removal and storage to be for the account of Tenant.
17. **ASSIGNMENTS AND SUBLETTING:** Tenant shall not assign or sublet this Lease or any interest therein without the express written consent of Landlord. The acceptance of rent from any person other than Tenant shall not relieve Tenant from his obligations under this paragraph or operate as an acceptance of any assignment or subletting.
18. **HOLDING OVER:** Any holding over after the expiration of said term or any extended term hereof without the consent of Landlord shall be construed to be a tenancy at sufferance. Use and occupancy fees during any period of holdover shall be in the amount of 150% of the preceding rent.
19. **SUBORDINATION:** Tenant agrees to subordinate its rights under this Lease to any mortgages that have heretofore or are hereafter placed on the Leased Premises and agrees not to encumber its leasehold interest. No instrument executed by Tenant shall be necessary to effectuate such subordination; however, upon request of Landlord Tenant hereby agrees to immediately execute such instrument of subordination as Landlord may reasonably request without delay or conditions. Landlord agrees to use reasonable efforts to obtain from mortgagees a non-disturbance and attornment agreement, however, Tenant's obligations herein are not contingent on the execution of such an agreement by a

mortgagee. Both Landlord and Tenant 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 Leased 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. Landlord agrees to give written notice of such taking to Tenant promptly. If a portion of said Leased Premises shall be taken or condemned, and, as a result thereof, there shall be such a major change in the character of the Leased Premises as to prevent Tenant from using the same in substantially the same manner as theretofore used, then, and in that event, Tenant or Landlord may either cancel and terminate this Lease as of the date when the part of the Leased Premises so taken or condemned shall be required for such public purpose or the said Tenant may continue to occupy the remaining portion, provided, however, Tenant shall give written notice to Landlord within fifteen (15) days after receipt of notice from Landlord of any taking or vesting of title, of its election. In the event Tenant 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.

Landlord reserves to himself and Tenant assigns to Landlord 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. Tenant agrees to execute such instruments of assignment as may be required by Landlord in any proceedings for the recovery of such damages if requested by Landlord. Landlord does not reserve to himself and Tenant does not assign to Landlord any damages payable for movable trade fixtures installed by Tenant or anyone claiming under Tenant.

21. **LANDLORD'S RIGHT TO PERFORM TENANT'S OBLIGATIONS:** If Tenant shall default in the performance of any covenant or condition in this Lease required to be performed by Tenant, Landlord shall be entitled to all available remedies under the law; and Landlord may, but shall not be obligated to perform such covenant or condition to rectify the default for the account and at the expense of Tenant after thirty (30) days written notice of the default, except for non-payment of rent, or without notice, if in Landlord's opinion an emergency exists and notice is not reasonably possible. If Landlord 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 Tenant, Tenant shall reimburse Landlord for the amount of such expenses including attorney's fees. Should Tenant, pursuant to this Lease, become obligated to reimburse or otherwise pay Landlord any sum of money in addition to the specific rent, the amount thereof shall be deemed additional rent and may,

at the option of Landlord be added to any subsequent installment of the specific rent due and payable under this Lease, in which event Landlord shall have the remedies for default in the payment of rent 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 five (5) days, without prior notice to Tenant, Landlord 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 Tenant from the obligation to pay the additional amounts due hereunder, including late charges and any interest as provided for herein.

In the event of substantial default by Tenant, Landlord shall be entitled to an immediate lump sum payment from Tenant of all unpaid rent and charges calculated through the end of the Term or exercised Option Period if applicable, without further obligation to Tenant.

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

22. HAZARDOUS MATERIALS: Tenant hereby covenants (a) that the Leased Premises will not be used for the generation, storage, treatment, use, or disposal of hazardous and toxic waste, (b) to deliver promptly to Landlord and to Landlord's Mortgagee copies of any notices received by Tenant in connection with the presence (or alleged presence) of Materials in or upon the Leased Premises, (c) to allow both Landlord and Landlord's mortgagee or agent periodically to inspect the Leased Premises, and (d) to indemnify and hold harmless both Landlord and Landlord'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 Leased Premises but only to the extent that Tenant generated, used on the Leased Premises, or otherwise knowingly permitted such Materials to be brought upon the Leased Premises.

Materials, for the purposes of this section, means oils, hazardous materials, hazardous wastes, or hazardous substances or chemicals 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").

Tenant's obligations to hold harmless and indemnify Landlord under this Lease shall not apply to any condition such as hazardous waste or otherwise existing upon the Leased

Premises prior to the term of this Lease.

23. **SIGNS:** Tenant shall not erect, place or allow to be placed on the Leased Premises or any part of Landlord's property any sign of any nature without the prior written consent of Landlord. In addition to Landlord's approval, any signage may be subject to historical or other commission or board approvals. Landlord reserves the right to regulate all aspects of signage. Tenant shall be responsible to keep all signage in good and attractive repair and operating condition. Upon the termination of this Lease, at Landlord's request, Tenant agrees to remove any or all signs erected by Tenant.
24. **NOTICE AND RENT PAYMENTS:** All notices to be given to Tenant shall be in writing and either hand delivered or deposited in the United States mail, Certified, Return Receipt Requested, and addressed to Tenant at the Leased Premises address. All notices addressed to Landlord shall be in writing and either hand delivered or deposited in the United States mail, Certified, Return Receipt Requested, and addressed to Landlord at 25 Eben Chamberlain Road, Whitinsville, MA 01588. All notices shall be effective upon receipt. Rents shall be mailed to Landlord at the above address or such other address as Landlord 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 its provisions.
27. **SECURITY DEPOSIT:** Tenant shall deposit with Landlord on the signing of this Lease a sum equal to the amount of \$5,700.00 (2 months of the last year of the term rent) as security for the performance of Tenant's obligations under this Lease, including without limitation the surrender of possession of the Leased Premises to Landlord as herein provided. If Landlord applies any part of said deposit to cure any default of Tenant, or upon scheduled increase in rent pursuant to this Lease, Tenant shall upon demand deposit with Landlord the amount so applied or the amount of increase so that Landlord shall have the full deposit on hand at all times during the term of this Lease. Upon the termination of the Lease Landlord shall return to Tenant, without interest, the amount of the security deposit then held provided Tenant is not then in default.
28. **CONFIDENTIALITY:** Landlord and Tenant 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 Landlord to Tenant relating to Landlord's proposed development of the Leased 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 Tenant's 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.

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

Lipwood Mill, LLC



By: William E. Giannopoulos
Manager and Landlord



By: Patricia L. Giannopoulos
Manager and Landlord



By:
President and Tenant



By:
Treasurer and Tenant

EXHIBIT A

EXHIBIT B

Landlord's work:

The Leased Premises will be delivered with the following improvements to be completed by Landlord (see Lease Section 15. ALTERATIONS AND RENOVATIONS): NONE

GUARANTY OF LEASE

LESSOR: LINWOOD MILL, LLC
LESSEE: NIYAS CORPORATION
PROPERTY: 670 LINWOOD AVENUE, LINWOOD, MA
DATE OF LEASE: MARCH , 2020


The undersigned Guarantor unconditionally guarantees to the Lessor and the successors and assigns of the Lessor the full and punctual performance and observance, by the Lessee, of all the terms, covenants and conditions of the said lease contained on Lessee's part to be kept, performed or observed.

The liability of the Guarantor shall in no way be affected by (a) the release or discharge of the Lessee in receivership, bankruptcy or other proceedings, (b) the impairment, limitation or modification of the liability of the Lessee or the estate of the Lessee in bankruptcy, or of any remedy for the enforcement of the Lessee's said liability under the lease, resulting from the operation of present or future provisions of the National Bankruptcy Act or other statute or from the decision in any court; (c) the rejection or disability or other defense of the Lessee, or (d) a release of any Lessee or Guarantor from some or all obligations under the Lease.

This guarantee shall apply to the said lease, any extension or renewal thereof and to any holdover term following the term hereby granted or any extension or renewal thereof.

This instrument may not be changed, modified, discharged or terminated orally or in any manner other than by agreement in writing signed by the Guarantor and the Lessor.

In Witness Whereof, the Guarantor has hereunto set his hand and seal this 24 day of April, 2020.



Witness as to Guarantor



**** Guarantor
Mehul C. Patel

GUARANTY OF LEASE

LESSOR: LINWOOD MILL, LLC
LESSEE: NIYAS CORPORATION
PROPERTY: 670 LINWOOD AVENUE, LINWOOD, MA
DATE OF LEASE: April 24 2020

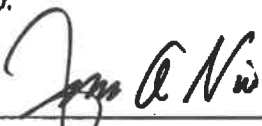
The undersigned Guarantor unconditionally guarantees to the Lessor and the successors and assigns of the Lessor the full and punctual performance and observance, by the Lessee, of all the terms, covenants and conditions of the said lease contained on Lessee's part to be kept, performed or observed.

The liability of the Guarantor shall in no way be affected by (a) the release or discharge of the Lessee in receivership, bankruptcy or other proceedings, (b) the impairment, limitation or modification of the liability of the Lessee or the estate of the Lessee in bankruptcy, or of any remedy for the enforcement of the Lessee's said liability under the lease, resulting from the operation of present or future provisions of the National Bankruptcy Act or other statute or from the decision in any court; (c) the rejection or disability or other defense of the Lessee, or (d) a release of any Lessee or Guarantor from some or all obligations under the Lease.

This guarantee shall apply to the said lease, any extension or renewal thereof and to any holdover term following the term hereby granted or any extension or renewal thereof.

This instrument may not be changed, modified, discharged or terminated orally or in any manner other than by agreement in writing signed by the Guarantor and the Lessor.

In Witness Whereof, the Guarantor has hereunto set his hand and seal this 24 day of April, 2020.



Witness as to Guarantor



Mehul Patel, Guarantor

ASSET PURCHASE and SALE AGREEMENT

THIS AGREEMENT made this 10th day of April, 2020, by and among MILL HOUSE WINE AND SPIRITS, INC. having a principal office at 15 Beechmont Street, Worcester, Massachusetts 01609 and a principal place of business under the name of MILL HOUSE WINE & SPIRITS, at 670 Linwood Avenue, Linwood, Massachusetts 01525 (hereinafter referred to as "SELLER"); and NIYAS CORPORATION having a principal office at 71 Beverly Hill Drive, Shrewsbury, Massachusetts A 01545 (hereinafter jointly and severally referred to as "BUYER").

WHEREAS, SELLER is the sole owner of and is engaged in a retail liquor business by the name of Mill House Wine & Spirits (hereinafter referred to as the "Business") located at 670 Linwood Avenue, Linwood, Massachusetts (hereinafter referred to as "Premises"); and SELLER desires to sell the assets of the Business and transfer the accompanying Liquor License; and

WHEREAS, BUYER is willing to purchase the assets of the Business conducted on the Premises including, furniture, fixtures, equipment, merchandise, and good will; and

WHEREAS, Buyer and Seller agree that this Agreement is subject to the Buyer obtaining all applicable licenses, including a liquor license in connection with the operation of Mill House Wine & Spirits. Should Buyer be unable, despite reasonable efforts, to obtain said licenses, this Agreement shall be null and void and all monies paid by Buyer to Seller shall be returned within three (3) business days.

NOW, THEREFORE, it is agreed as follows:

I. ASSETS TO BE ACQUIRED/EXCLUDED

1.1 Subject to the terms and conditions of this Agreement, and in reliance on the representations and warranties contained herein on the Closing Date (as hereinafter defined), SELLER shall sell to BUYER all of its right, title and interest in the assets of the Business conducted at 670 Linwood Avenue, Linwood, Massachusetts (the Acquired Assets) including all supplies, trade fixtures, shelving, display cases, leasehold improvements, furniture, equipment and machinery, as specifically set forth in Schedule "A" attached hereto, all exterior and interior signs, good will, the Business website and any social media, the right to use of the trade name "Mill House Wine & Spirits" and the present telephone numbers of the Business; excluding, however, all cash and accounts receivables of the Business as of the closing on the within referenced transaction. Inventory shall be inventoried at closing and the value thereof shall be determined Based on SELLER's cost.

II. CONSIDERATION FOR THE ACQUIRED ASSETS

2.1 The Total Purchase Price to be paid by BUYER for the Acquired Assets shall be Two Hundred Thousand (\$200,000.00) Dollars allocated amongst the following asset groups as SELLER shall direct:

(a) Trade Fixtures, Furniture, Equipment, Machinery:	\$ 25,000.00
(b) Covenant Not to Compete:	\$ 5,000.00
(c) Goodwill:	\$170,000.00

Each party hereto agrees to complete jointly and to file separately IRS Form 8594 with its federal tax return consistent with such allocation for the tax year in which the execution of this Agreement occurs and to file all other tax returns in a manner consistent with such allocation, and not take any actions inconsistent therewith. This provision shall survive Closing

2.2 Said Purchase Price for the Acquired Assets in the amount of Two Hundred Thousand and 00/100 (\$200,000.00) DOLLARS (the "Purchase Price") is to be paid by BUYER as follows:

- a. \$ 25,000.00 to be paid no later than upon execution hereof;
- b. \$175,000.00 to be paid at Closing by certified, bank or treasurer's check or by IOLTA check.

\$200,000.00 Total Purchase Price.

2.3 BUYER specifically does not assume any of the debts, obligations or liabilities of SELLER, and SELLER hereby agrees to indemnify and to hold BUYER harmless from and against any and all loss, cost or damage (including reasonable attorneys' fees and expenses of BUYER) which may hereafter arise and be asserted against BUYER by reason of any such debts, obligations or liabilities of SELLER. The terms and provisions of this paragraph shall survive the closing and time for performance.

2.4 SELLER will pay, before the date of closing, or in any event as they become due, the debts, obligations and liabilities for taxes, rents, utility charges, and accounts payments incurred while SELLER was in possession. BUYER is not assuming any tax liability of SELLER arising from this sale, including but not limited to depreciation recapture, investment tax credit recapture, employee income tax withholding, etc. SELLER will provide written confirmation that SELLER is not delinquent in making payments to its distributors.

2.5 The purchase price shall be adjusted for any expenses assumed by BUYER and owing at the time of Closing or prepaid by SELLER for which BUYER benefits such as service or maintenance contracts on equipment or licensing on software. BUYER shall arrange for all utility accounts to be in BUYER's name at the time of closing.

III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER represents and warrants as follows:

3.1.1 SELLER has the right and authority to enter into this Agreement and to carry out the terms and conditions hereof applicable to it.

3.1.2 SELLER, as a result of the Closing, will not be in default under any agreement or other commitment to which they are a party or by which they are bound.

3.1.3 SELLER is the sole and unconditional owner of said Business and has good, clear and marketable title to all of the Acquired Assets to be transferred hereunder. On the Closing Date, Seller will transfer and convey the Assets to Buyer free and clear of all mortgages, liens, pledges, charges, title retention or security agreements, claims, restrictions, leases, options, rights of first refusal, defects of title or other encumbrances or rights of other.

3.1.4 SELLER will indemnify BUYER, and hold him harmless against all legitimate claims against BUYER made by creditors of SELLER.

3.1.5 SELLER represents that there are no debts, liens, encumbrances or security interests on any of the Acquired Assets to be sold to BUYER, and warrants that the title to all of the assets being conveyed to BUYER will be free and clear of all debts, liens, claims, encumbrances and/or security interests. Seller has paid or caused to be paid all federal, state, local, foreign and other taxes, including, without limitation, income taxes, estimated taxes, alternative minimum taxes, excise taxes, sales taxes, use taxes, value-added taxes, gross receipts taxes, franchise taxes, capital stock taxes, employment and payroll-related taxes, withholding taxes, stamp taxes, transfer taxes, windfall profit taxes, environmental taxes, and property taxes, whether or not measured in whole or in part by net income, and all deficiencies, or other additions to tax, interest, fines and penalties owed by it (collectively, "Taxes"), required to be paid by it through the date of the Closing, whether disputed or not.

3.1.6 There is no litigation, action or proceeding pending or to SELLER's knowledge threatened, against or relating to SELLER or its business, nor does SELLER know or have reasonable grounds to know of any basis for any such action or for any governmental investigation relative to SELLER or its business. There is no litigation or governmental or administrative proceeding or investigation pending or, to the knowledge of Seller, threatened against Seller or any affiliate of Seller which may have any adverse effect on Seller's properties, assets, prospects, financial condition or business, or which would prevent or hinder the consummation of the transactions contemplated by this Agreement.

3.1.7 SELLER is not a party to any written or oral:

(a) Employment contract. Seller employs certain employees and generally enjoys good employer-employee relationships with these employees. Seller is not delinquent in payments to

any of its employees for any wages, salaries, commissions, bonuses or other direct compensation for any services performed for it to the date hereof or amounts required to be reimbursed to such employees. Upon termination of the employment of any of said employees, neither Seller nor Buyer will by reason of the acquisition transaction or anything done prior to the Closing be liable to any of said employees for so-called "severance pay" or any other payments. Seller does not have any policy, practice, plan or program of paying severance pay or any form of severance compensation in connection with the termination of employment. Seller is in compliance with all applicable laws and regulations respecting labor, employment, fair employment practices, work place safety and health, terms and conditions of employment, and wages and hours.

(b) Contract for the future purchase of material, supplies or equipment;

(c) Contract for the performance of service for or by SELLER that is not terminable without cost or liability to SELLER or any successor upon notice of thirty (30) days or less.

3.1.8 SELLER warrants and represents that it has received no notices that said Premises violate any building, health, safety, sanitation, zoning, environmental or other laws, rules and/or regulations affecting the use of said Premises for its present use to that the Business is not in compliance with federal, state, and local laws, rules and regulations. The issuance to BUYER of all permits and/or licenses necessary to the present operation of the Business as currently operated shall be deemed full compliance with the provisions of this paragraph;

3.1.9 SELLER represents that there is no pending bankruptcy, action or proceeding that might in any material way impact adversely on SELLER's ability to perform on the Closing Date;

3.1.10 SELLER represents that there is no known violation of the lease of the Premises by SELLER or landlord.

IV. CONDUCT OF BUSINESS PENDING CLOSING

4.1 Pending the Closing, subject to any manner in which the business may be affected by the current COVID-19 pandemic, SELLER agrees to:

4.1.1 Conduct the Business only in the ordinary course and in compliance with applicable laws, and in furtherance of the foregoing, not engage in any transaction or make any contract or commitment;

4.1.2 Preserve the Business organization intact, keep available the services of the present employees, and preserve the good will of the suppliers, customers, and those having business relations with the Business.

4.1.3 SELLER warrants and represents that SELLER shall continue to operate the Business and to handle and make use of the assets being purchased by means of the within Agreement in

its/their normal and usual manner, and without any material changes, revisions or alterations through the Closing.

V. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

5.1 The obligations of BUYER to consummate the transactions contemplated under this Agreement shall be subject to the satisfaction at or prior to the Closing Date of the following conditions (any of which may be waived by BUYER):

5.1.1 The representations and warranties of SELLER shall be true and complete in all material respects; and, SELLER shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by him prior to or at the Closing.

5.1.2 BUYER shall have the right and option, in the event of a material destruction or impairment of the Acquired Assets or the realty that is to be leased hereunder, prior to the Closing, to (i) cancel this Agreement; or (ii) perform in accordance with this Agreement, but modified as mutually agreed.

5.1.3 Town of Northbridge License Commission shall assent to the transfer and/or issuance to BUYER of any and all licenses and/or permits needed to conduct the Business as it is presently conducted without any expanded or additional services BUYER may wish to offer in the future; and the ABCC assenting to the transfer of the liquor license to BUYER. SELLER shall reasonably cooperate with BUYER in the transfer and/or issuance of licenses and/or permits to BUYER provided said cooperation is at no cost to SELLER. BUYER shall apply for licenses and permits within five (5) business days of the later of (i) the execution of this Agreement and (ii) SELLER providing BUYER with a Certificate of Good Standing and/or Tax Compliance from the Massachusetts Department of Revenue. Once timely applications are made, BUYER shall diligently pursue the obtaining of the licenses and permits.

5.1.4 BUYER executing a lease of the Premises with the landlord, Linwood Mill, LLC. (the principal of landlord is the father of the principal of SELLER). The lease shall provide for a term of six (6) years plus the number of days from the Closing Date to the end of the month of closing. The initial rent shall be payable at closing; thereafter rent shall be payable on the first of every month as follows:

\$2,400.00 per month during the first three (3) years;
\$2,850.00 per month during for the last three (3) years.

Provided tenant is not then in default, the lease shall provide for two (2) separate option periods to be exercised by buyer at least six (6) months prior to the expiration of the Term or First Option Period. The first option period shall be for a period of four (4) years ("First Option Period"). Rent during the First Option Period shall be in the amount of \$3,300.00 per month. The last option period shall be for a period of five (5) years ("Second Option Period"). Rent during the Second Option Period shall be in the amount of \$3,650.00 per month.

Tenant shall also be responsible for the costs to keep the Premises in good condition and repair, including repair and replacement of all interior plumbing, electric and HVAC systems and windows, doors, glass and other items not structural in nature.

The lease shall be personally guaranteed by the principal(s) of tenant and BUYER whether or not they are principals of the tenant.

The Premises shall be used only for the sale of wine and spirits with related products typically sold by liquor stores. The following uses shall be prohibited in the Premises; or

- a) the sale of X-rated or pornographic materials or products or exhibits either live or by other way means nude or partially clothed persons; or
- b) the emission of an obnoxious odor, materials, noise sound, or excessive dust which can be deemed a nuisance; or
- c) pawn shop, check cashing business, tattoo parlor, sale of marijuana, illegal drugs, drug related paraphernalia, any gun shop or shop with the sale of guns; or
- d) any central laundry or dry-cleaning plant; or
- e) cooking or preparing foods for sale or consumption; or
- f) overnight occupancy by any one; or
- g) operation outside of the hours of operation designated by the Commonwealth of Massachusetts for liquor stores; or
- h) any illegal use; and
- i) and such other uses as are reasonably set forth in the lease.

5.1.5 In the event, despite BUYER's diligent and timely efforts, any of the foregoing conditions precedent are not reasonably satisfied (or waived by BUYER in writing) on or prior to the Closing Date, then at BUYER's option this Agreement shall terminate and the deposit shall be refunded forthwith. The parties agree to expend diligent efforts to satisfy the conditions precedent.

VI. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

The obligations of SELLER to consummate the transactions contemplated under this Agreement shall be subject to the satisfaction at or prior to the Closing Date of the following conditions (any of which may be waived by SELLER):

6.1 Each of the agreements of BUYER to be performed at or prior to the Closing Date pursuant to the terms hereof shall be duly performed including payment of the balance of the Purchase Price and other amounts due from BUYER to SELLER as set forth herein.

6.2 BUYER's execution of the lease to landlord.

VII. CLOSING

The Closing shall be held within five (5) business days of the approval (after the expiration of all applicable appeal periods) and issuance of the final Retail Off-Site Liquor license and permit but

not later than June 30, 2020 at 10:00 AM, ("Closing Date"), at the Law Office of Harry P. Kotseas, P.C., 94 Highland Street, Worcester, MA.

7.1 At the Closing, SELLER will deliver to BUYER:

All appropriate instruments, including Warranty Bill of Sale conveying merchantable title to the Assets to the Buyer, a Certificate of Good Standing and/or Tax Compliance from the Massachusetts Department of Revenue, and any other documents necessary to transfer the Assets to the Buyer in a form and substance reasonably satisfactory to counsel for BUYER, transferring and conveying to BUYER, free and clear of any lien or encumbrance, the Acquired Assets and the inventory. SELLER agrees thereafter to provide any further instruments of conveyance to properly transfer said assets as may be reasonable requested by BUYER. BUYER and SELLER agree that they shall execute and deliver all additional documents and instruments which either party may reasonably request of the other to implement the purposes of this Agreement and to confirm the consummation of the transactions contemplated hereunder. The terms and provisions of this paragraph shall survive the closing and time for performance.

7.2 The Time for Performance may be extended by either Party by written notice for an Excused Delay which materially affects the Party's ability to obtain licensing. As used herein an Excused Delay means a delay caused by an Act of God, declared state of emergency or public health emergency, pandemic (specifically including COVID-19), government mandated quarantine, war, acts of terrorism, and/or order of government or civil or military authorities. Notwithstanding the foregoing, said Extension shall not exceed sixty (60) days, unless otherwise mutually agreed upon by the parties.

VIII. NO INCONSISTENT TAX TREATMENT

SELLER and BUYER separately warrant and represent to one another that they will not prepare or submit any federal, state or local tax returns which are in any way inconsistent with the terms of this Agreement, including, without limitation, the allocation of the Purchase Price and any other payments to be made hereunder.

IX. COVENANT NOT TO COMPETE

In consideration of monies paid by BUYER to SELLER, SELLER will not, for a period of five (5) years from the date hereof, enter into, engage in, or maintain any interest in or control of, directly or indirectly for each or any of their own account(s), as owner, stockholder, investor, representative, employee, agent, partner, joint venturer or through partners, subsidiaries or affiliates, any business in direct competition with the business of at 670 Linwood Avenue, Linwood, Massachusetts within an area encompassing the area of a circle having a radius of five (5) miles from the Premises (the "RESTRICTED AREA"). A business in direct competition shall mean a retail liquor store operating in the essential manner as the Business is operated and is not intended to include chain, regional or larger operations. The parties to this non-competition

agreement hereby acknowledge, agree and understand that the covenant not to compete was an integral part of the within Asset Purchase and Sale Agreement. The parties additionally acknowledge, agree and understand that BUYER shall, in addition to any other and all other further and appropriate relief, be entitled to injunctive relief for any breach of the within covenant not to compete. Any such injunctive relief shall enforce the terms and conditions set forth herein in this paragraph. The terms and provisions of this paragraph shall survive the Closing and shall be amended or modified only by a writing executed under seal by all parties hereto. This covenant not to compete shall terminate in the event BUYER becomes in substantial default in the obligations in the lease with the landlord.

THE PROVISIONS OF THIS COVENANT NOT TO COMPETE SHALL SURVIVE THE CLOSING.

X. BENEFIT

This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

XI. CONSTRUCTION

This Agreement is being delivered and is intended to be performed in the Commonwealth of Massachusetts, and shall be construed and enforced in accordance with its laws.

XII. NOTICES

Any notice or other communication in connection with this Agreement shall be deemed to be delivered if in writing addressed as provided below and if either (a) actually delivered in hand at said address, or (b) in the case of a letter deposited in the United States mail, postage prepaid, and registered, certified, return receipt requested, upon receipt of the executed return receipt, or (c) in the case of a letter to be delivered by overnight or priority delivery, upon receipt of the verification of delivery, or (d) by fax, or (e) by email:

If to SELLER to

Harry P. Kotseas, Esq.
Law Offices of Harry P. Kotseas, PC
94 Highland Street
Worcester, MA 01609
(e-mail hpk@kotseas.com and deb@kotseas.com);

If to BUYER to

W. Robert Knapik, Esq.
rob@knapiklaw.com
Frank Niro, Esq.
frank@knapiklaw.com

Law Offices of W. Robert Knapik
1279 Providence Road
Whitinsville, MA 01588
T: 508-234-3301 F: 508-234-2201

XIII. ADDITIONAL PROVISIONS

It is understood that BUYER reserves the right to take title to the Acquired Assets in BUYER's name or in the name of a nominee. Whenever the word BUYER is referred to herein, it shall include the nominee of BUYER, if BUYER elects to take title in the name of a nominee.

BUYER and SELLER each represent that they have not used the professional services of a broker (hereinafter referred to as "Broker") to whom SELLER shall pay a commission. In the event that any real estate or business or other broker makes a claim for professional services, the party who contacted or retained the broker's services shall be solely responsible for any fee that may be due.

XIV. REPRESENTATIONS, ACKNOWLEDGMENTS, WARRANTIES AND COVENANTS OF BUYER.

As of the date of this Agreement and as of the Closing Date, BUYER makes the following representations and warranties:

- a. BUYER has been granted full access to all of the Premises, books and financial records, contracts, commitments and other records of SELLER;
- b. BUYER has had sufficient opportunity to discuss the transactions contemplated hereunder with SELLER and with BUYER's counsel;
- c. BUYER has received full, complete and adequate disclosure by SELLER in connection with the transactions contemplated hereunder;
- d. BUYER has not been influenced to enter into this transaction nor has BUYER relied upon any warranties or representations of SELLER or SELLER's agents not expressly set forth in this Agreement;

e. SELLER has made no warranties, express or implied of merchantability, fitness or otherwise regarding the Acquired Assets or any part thereof transferred pursuant to this agreement, except as set forth in this Agreement;

f. BUYER acknowledges that the acquired assets are being sold in "AS IS" and "WHERE IS" condition.

g. BUYER acknowledges that SELLER has made no representations or warranties regarding present or prospective income, profits, and expenses of the Business and BUYER's decision to purchase the Acquired Assets is not based on reliance of any such information, but rather on BUYER's actual observance of the Business and actual presence in the Business at which time BUYER was introduced to business procedures and systems.

XV. COLLATERAL DOCUMENTS

SELLER hereby agrees that SELLER will, after the execution hereof, execute such additional documents as may be necessary in the reasonable opinion of BUYER's counsel from time to time to fully and completely vest title to the assets being transferred hereunder to BUYER, and/or to otherwise comply with the purposes of this Agreement.

XVI. INSPECTION

BUYER acknowledges that they have had the opportunity to inspect the Premises, fixtures and equipment used in therein. Anything to the contrary notwithstanding, the said equipment sold and transferred under this Agreement is used and being sold "as is" and SELLER does not warrant that said equipment is of merchantable quality or that said equipment can be used for any particular purpose; and it makes no other warranties, express or implied, except such warranties as are hereinabove in this Agreement expressly set forth. BUYER shall have the right inspect all of SELLER's equipment on the closing date to determine that it is in the same condition as on the original inspection date, reasonable wear and tear excepted.

XVII. ACCEPTANCE OF BILL OF SALE

Except as herein otherwise provided, the acceptance of the Bill of Sale by BUYER or their nominee shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed except, (i) such as are by the express terms hereof to be performed after the delivery of the instruments of transfer and the payment of the Purchase Price and (ii) such as are by the express terms hereof to survive the Closing.

XIII. DEPOSIT/DEFAULT

All deposits made hereunder shall be held in escrow by Broker and by the Law Office of Harry P. Kotseas, P.C. as escrow agent, subject to the terms of this Agreement and shall be duly accounted for at the time of performance of this Agreement.

18.1. If BUYER shall fail to fulfill BUYER's obligations herein, all deposits made hereunder by BUYER shall be retained by SELLER as liquidated damages and retention of deposits shall be SELLER's sole legal and equitable remedy.

18.2. If SELLER shall fail to fulfill SELLER's obligations herein, all deposits made herein by BUYER shall be refunded to BUYER and this shall be BUYER's sole remedy.

XIX. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If SELLER shall be unable to give title or to make delivery as above stipulated, SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event SELLER shall give written notice thereof to BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to thirty (30) days, but also provided that SELLER not be required to expend more than \$500.00 to provide for the foregoing, exclusive of liens, chattel mortgages and taxes. If at the expiration of the extended time SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

XX. ASSUMPTION OF RISK

SELLER assumes all risk of destruction, loss or damage due to fire or other casualty up through the Closing Date. If the destruction, loss or damage is in excess of \$5,000.00 then BUYER shall have the option to terminate the within Agreement and all payments made hereunder shall be forthwith refunded and all other obligations of the parties hereto shall cease and the within Agreement shall be void and without recourse to the parties hereto. If the destruction, loss or damage is \$5,000.00 or less, the purchase price shall be adjusted by mutual agreement of the parties hereto at the Closing to reflect such destruction, loss or damage and BUYER shall thereafter be responsible to cure the same.

XXI. CLOSING DOCUMENTS

At the closing, or after as required in this Agreement, SELLER shall deliver to BUYER the following:

- a.) A certificate of good standing from the Commonwealth of Massachusetts, Office of the Secretary of State indicating that SELLER is in good standing.
- b.) Bill of sale and such other instruments of transfer and documents as may be necessary or appropriate to the sale and delivery of SELLER's Business and the Acquired Assets and inventory pursuant to this Agreement;

c.) An appropriate instrument constituting written confirmation that SELLER is not delinquent in making payments to its distributors; and

d.) a Certificate of Good Standing and/or Tax Compliance from the Massachusetts Department of Revenue

e.) From time to time at BUYER's request and expense (whether at or after the closing and without further consideration) such further instruments of conveyance and transfer as may reasonably be required.

XXII. RELEASE OF EMPLOYEES AND EMPLOYMENT

On the Closing Date, SELLER shall release for employment to BUYER all employees of SELLER and SELLER shall pay to each employee all accrued salary, wages, sick pay, vacation pay, severance pay and other employee benefits. BUYER reserves the right, but not the obligation, to offer employment to SELLER's employees solely on an individual basis. Nothing herein shall be deemed any offer of employment or an offer to satisfy, in whole or in part, any employment-related claim held by any employee of SELLER. The transactions contemplated by this Agreement shall not be contingent upon any employee accepting BUYER's offer of employment.

XXIII. MISCELLANEOUS.

- (a) Expenses. Unless otherwise set forth in this Agreement, BUYER and SELLER shall each pay their own expenses, including the fees and expenses of its counsel and accountants incurred in connection with this transaction.
- (b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to choice of law principles.
- (c) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, assigns and personal representatives.
- (d) Schedules and Exhibits. All Schedules and Exhibits referred to herein are a part of this Agreement.
- (e) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and SELLER and BUYER may become a party hereto by executing a counterpart hereof. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument.
- (f) Copies. Copies of this Agreement whether by photocopy, fax or email shall be as effective and may be relied upon as an original for all purposes.
- (g) Access. BUYER has been afforded complete access to the Business during normal business hours for the purpose of observing and learning the operations and systems of the Business.

- (h) Gift Cards. SELLER shall provide BUYER with a list of outstanding gift cards issued within the last twelve (12) months and their dollar amounts. The total amount of the listed outstanding gift cards shall be credited to BUYER at closing.
- (i) Rewards Program. BUYER is aware that SELLER has been operating a customer rewards program which allows for customers to receive discounts toward future purchases. BUYER may elect to continue or terminate said program but in either event, SELLER shall have no liability to BUYER for amounts claimed by customers under said customer rewards program.

END OF AGREEMENT

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have duly executed this Agreement as a sealed instrument on the day and year first above written.

SELLER
MILL HOUSE WINE AND SPIRITS, INC.

by Alexis L. Iijima
Alexis L. Iijima,
President and Treasurer

BUYER
NIYAS CORPORATION, INC.

by Mehul Patel
Mehul Patel, President and Treasurer

Mehul Patel
Mehul Patel, individually

SCHEDULE "A"

ASSET/EQUIPMENT LIST FOR MILL HOUSE WINE AND SPIRITS, INC.

List of Assets

Walk-in cooler;
All shelving;
Doors;
Lighting;
Energy saving system;
Displays,
Racks;
Promotional Materials;
Counters;
Point of sale computers;
Scanners;
Printers;
Credit processing devices;
Security system;
Video cameras;
Monitor;
Hard drive storage;
Two (2) 50" televisions;
Speakers;
Office desk;
Chairs;
Printer;
Commercial dishwasher;
Digital music device and all devices to compliment the same;
Three door reach-in cooler;

List of Assets - continued

The following stay with the building:

All built-ins;

Sinks;

Cabinets;

Fixtures;

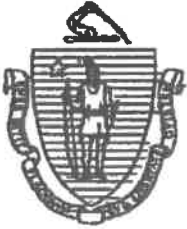
The following property is not conveyed and will remain the property of Linwood Mill, LLC:

Historic 3D art located in leased premises;

Gears on top of cooler;

Scale;

Fire door



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: NIYAS Corporation DBA Mill House Wine & Spirits

Address: 670 Linwood Ave

City/State/Zip: Whitinsville, MA 01588 Phone #: _____

Are you an employer? Check the appropriate box:

- 1. I am an 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: NGM Insurance Company

Insurer's Address: PO Box 2300

City/State/Zip: Keene, NH 03431

Policy # or Self-ins. Lic. # To Be Determined Expiration Date: 04/15/2021

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: *Melissa Wetherbee* Date: 4-16-2021

Phone #: 504246 8VV1

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 Wetherbee Phone #: 508-234-2095



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/20

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

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

PRODUCER Conte Insurance Agency, Inc 579 Pleasant Street Paxton, MA 01612	CONTACT NAME: Peter Conte
	PHONE (A/C, No. Ext): 508-757-6401 FAX (A/C, No.): 508-752-9047 E-MAIL ADDRESS: info@conteinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : NGM Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TBD	05/18/20	05/18/21	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TBD	05/18/20	05/18/21	PER STATUTE OTH-ER
		Y					E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Town of Northbridge Licensing Department 7 Main Street Whitinsville, MA 01588	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Peter Conte
---	--

Certificate of Completion

This Certificate of Completion of
eTIPS Off Premise 3.0
For coursework completed on March 14, 2020
provided by Health Communications, Inc.
is hereby granted to:

Mehul Patel

Certification to be sent to:

**Edgemere Liquors, Colonial Liquors
12 Hartford Tpke
Shrewsbury MA, 01545-4534 USA**



HEALTH COMMUNICATIONS INC.



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

NTM License Slips

Row 3

Current Status On May 4th Agenda

Done

License ID: NTM#16102

License Type: Package Store License Transfer

Description: Mill House Wine and Spirits, Inc is looking to transfer their Section 15 Off-Premises Package Store license to Niyas Corporation DBA Mill House Wine and Spirits. Application attached. Please let me know if any further information is needed.

Business: Mill House Wine and Spirits

Applicant: Mehul Patel

Address: 670 Linwood Ave., Unit 13B

Approval Target 04/30/20

Slip Started on: 04/17/20 12:47 PM

PLANNING Approve:

PLANNING Comments: N/A -not applicable

POLICE Approve:

POLICE Comments:

FIRE Approve:

FIRE Comments:

BUILDING ZONING Approve:

BUILDING ZONING Comments:

CONSERVATION Approve:

Harvest Festival date

Genie Stack <tripletmom220@hotmail.com>

Sat 2/29/2020 8:12 AM

To: Melissa Wetherbee <mwetherbee@northbridgemass.org>

Hi Melissa,

I hope that you're well!



① The Village Congregational Church's Harvest Festival committee has chosen a date for this year's fair and would like to seek permission to use the Town Common again this year on Saturday, September 26th from 10-3. Please let me know when you can place our request on the Board of Selectmen's agenda so one of us can be present.

Thank you,,
Genie Stack

② Request to close Church Street from Main to Park from 9AM to 4PM.

Rain date: September 27, 2020 11AM-4PM

Memorial Park Request Form

C1

Event Date: September 26, 2020 Time: 9am to 3pm

Rain date: September 27, 2020 and 11am - 4pm

Organization: Village Congregational Church

Description of the event:

Community Harvest Fair providing an array of crafts, food, entertainment and raffles open to the community and public. Serving and selling foods, drinks, raffle items. Playing music and demonstrations. We are thinking of adding a "beer garden" if feasible.

Do you plan to serve alcohol?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Do you plan to serve food?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Do you plan to have entertainment?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Contact information: Claudia Dexter 508-234-7901
(Name) (Phone)

Next available agenda: May 18, 2020

Date approved: _____

Date and time available: yes

cc: Chief of Police
DPW Director

Prior to consideration by the Board of Selectmen, any requests concerning the use of the Town Common shall be jointly referred to the Director of Public Works and the Chief of Police for comment. If they deem the use appropriate, they are encouraged to recommend any condition they feel necessary to protect the public's safety and preserve the character and integrity of the Town Common. These conditions would then be incorporated into the formal approval, which would be issued by the Board of Selectmen.

Note: *At their meeting of December 5, 2005, the Selectmen voted unanimously to approve the above policy as amended by Selectman Davis: That there will be no vehicular traffic allowed on the Common without prior approval from the DPW Director or the Police Department.*

Please note in addition to this form we will also need the following:

- Business Certificate/Articles of Organization [If applicable]
- Hold Harmless Agreement
- Certificate of Insurance [Naming the Town as an additional insured]

USE OF TOWN OF NORTHBRIDGE

PUBLIC WAYS FOR USE OF MEMORIAL PARK

EVENT: Village Congregational Harvest Festival

Rain Date Sept. 27, 2020

RELEASE OF CLAIMS, INDEMNITY AND HOLD HARMLESS AGREEMENT

****Please read this document thoroughly before completing and signing****

I, Vincent Osterman, Church Moderator of Village Congregational Church, in consideration of my use of the Town of Northbridge's Public Ways for a non-town sponsored event on Sept. 26, 2020, and for other good and valuable consideration hereby acknowledged, do hereby agree to forever RELEASE the Town of Northbridge, its employees, agents, officers, volunteers, or contractors (the "Town"), from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries which I or my guests, employees, agents, successors or assigns may have as the result of my use or the use of my guests, employees or agents of the Town of Northbridge's Public Ways for a non-town sponsored event on Sept. 26, 2020, and all activities related thereto.

I further promise, to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Town against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries to myself or others or property damage resulting from my use, or the use of my guests, employees or agents, of the Town of Northbridge's Public Ways for a non-town sponsored event on Sept. 26, 2020, and all activities related thereto.

I hereby further covenant for myself, my successors and assigns not to sue the said Town on account of any such claim, demand or liability.

I am fully aware that by signing this document I am releasing the Town from liability that may arise as a result of the acts or omissions of the Town. Additionally, it is my intent to release the above mentioned parties from liability and defend and indemnify said parties for liability relating to any accident and resulting injuries and/or death that may occur as a result of my use, or the use of my guests, employees or agents, of the Town of Northbridge's Public Ways for a non-town sponsored event on Sept. 26, 2020, and all activities related thereto.

To the extent I am signing this document on behalf of an organization, corporation, association or similar entity, I represent that I am fully authorized by said entity to execute this document.

Witness my hand and seal this 22nd day of April, 2020.

Name (Printed): Vincent Osterman, Church Moderator, VCC

Signature 

Witness 

THIS FORM MAY NOT BE ALTERED

USE OF TOWN OF NORTHBRIDGE

PUBLIC WAYS FOR ROAD CLOSURE

Rain Date: Sept. 27, 2020

EVENT: Village Congregational Church Harvest Festival 9.26.20

RELEASE OF CLAIMS, INDEMNITY AND HOLD HARMLESS AGREEMENT

****Please read this document thoroughly before completing and signing****

I, Vincent Osterman, Church Moderator of Village Congregational Church, in consideration of my use of the Town of Northbridge's Public Ways for a non-town sponsored event on Sept. 26, 2020, and for other good and valuable consideration hereby acknowledged, do hereby agree to forever RELEASE the Town of Northbridge, its employees, agents, officers, volunteers, or contractors (the "Town"), from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries which I or my guests, employees, agents, successors or assigns may have as the result of my use or the use of my guests, employees or agents of the Town of Northbridge's Public Ways for a non-town sponsored event on Sept. 26, 2020, and all activities related thereto.

I further promise, to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Town against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries to myself or others or property damage resulting from my use, or the use of my guests, employees or agents, of the Town of Northbridge's Public Ways for a non-town sponsored event on Sept. 26, 2020, and all activities related thereto.

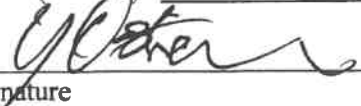
I hereby further covenant for myself, my successors and assigns not to sue the said Town on account of any such claim, demand or liability.

I am fully aware that by signing this document I am releasing the Town from liability that may arise as a result of the acts or omissions of the Town. Additionally, it is my intent to release the above mentioned parties from liability and defend and indemnify said parties for liability relating to any accident and resulting injuries and/or death that may occur as a result of my use, or the use of my guests, employees or agents, of the Town of Northbridge's Public Ways for a non-town sponsored event on Sept. 26, 2020, and all activities related thereto.

To the extent I am signing this document on behalf of an organization, corporation, association or similar entity, I represent that I am fully authorized by said entity to execute this document.

Witness my hand and seal this 22nd day of April, 2020.

Name (Printed): Vincent Osterman, Church Moderator, VCC


Signature


Witness

THIS FORM MAY NOT BE ALTERED



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

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: Village Congregational Church, Whitinsville, MA

Address: 5 Church Street and POB 217

City/State/Zip: Whitinsville, MA 01588 Phone #: Village Congregational Church

Are you an employer? Check the appropriate box:

- 1. I am an 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: The Travellers Indemnity Co. of Ct.

Insurer's Address: One Tower Square Hartford, CT 06183

City/State/Zip: Hartford, CT 06183

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: [Handwritten Signature] Date: 4/28/20

Phone #: 508-234-7901

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 Wetherbee Phone #: 508-234-2095

OGDEN UT 84201-0038

In reply refer to: 0457306589
Jan. 23, 2020 LTR 147C 0
04-2104423 000000 00
00003510
BODC: TE

VILLAGE CONGREGATIONAL CHURCH
PO BOX 217
WHITINSVILLE MA 01588-0217

018474

Employer identification number: 04-2104423

Dear Taxpayer:

Thank you for your inquiry of Jan. 13, 2020.

Your employer identification number (EIN) is 04-2104423. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call us at 800-829-0115.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number (508 234- 1901) Hours M-W 9a-2p

Keep a copy of this letter for your records.

Thank you for your cooperation.



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1932917376
Notice Date: December 3, 2018
MA Taxpayer ID: 10754087



CERTIFICATE OF EXEMPTION



VILLAGE CONGREGATIONAL CHURCH IN
PO BOX 217
WHITINSVILLE MA 01588-0217

0002000

Attached below is your Certificate of Exemption (Form ST-2). Cut along the dotted line and display at your place of business. You must report any change of name or address to us so that a revised ST-2 can be issued.

DETACH HERE



MASSACHUSETTS DEPARTMENT OF REVENUE

Form ST-2

Certificate of Exemption

VILLAGE CONGREGATIONAL CHURCH IN
WHITINSVILLE
PO BOX 217
WHITINSVILLE MA 01588-0217

MA Taxpayer ID: 10754087
Certificate Number: 49846272

This certifies that the organization named above is an exempt purchaser under Chapter 64H, section 6(d) or (e) of the Massachusetts General Laws. All purchases of tangible personal property by this organization are exempt from taxation to the extent that such property is used in the conduct of the business of the purchaser. Misuse of this certificate by any tax-exempt organization or unauthorized use of this certificate by any individual will lead to revocation. Willful misuse of this certificate is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines. This certificate is non-transferable and may be suspended or revoked for failure to comply with state laws and regulations.

Effective Date: January 4, 2019

Expiration Date: January 3, 2029

NTM License Slips

Row 2

Current Status May 18th Agenda**Done****License ID:** NTM#16103**License Type:** Memorial Park Request Form /Road Closure

Description: Village Congregational Church is requesting to use Memorial Park on Saturday, September 26, 2020 from 10 AM to 3 PM for their Harvest Festival. They are also looking to close Church Street from Main Street from 9 AM to 4 PM. Entertainment application has been requested and will be sent separately once received. I have also requested they reach out to the BOH to obtain a food permit. Application attached.

Business: Village Congregational Church**Applicant:** Genie Stack**Address:****Approval Target** 05/11/20**Slip Started on:** 04/30/20 10:16 AM**PLANNING Approve:****PLANNING Comments:**

N/A -not applicable

POLICE Approve:**POLICE Comments:**

They have held this event in the past and not a problem. I would like to request that the event coordinator contact me at the PD so we can discuss traffic issues.

FIRE Approve:**FIRE Comments:****BUILDING ZONING Approve:****BUILDING ZONING Comments:**

CONSERVATION
Approve:

CONSERVATION N/A
Comments:

HEALTH
Approve:

HEALTH Subject to applicant obtaining all necessary food permits for this
Comments: event.

ASSESSORS
Approve:

ASSESSORS N/A
Comments:

TREASURER
COLLECTOR
Approve:

TREASURER
COLLECTOR
Comments:

C3

No fee

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF NORTHBRIDGE

APPLICATION FOR A ONE-DAY WEEKDAY ENTERTAINMENT
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):

Village Congregational Church of Whitinsville, MA

TO: Obtain a One-day Entertainment License for:


Type: (Check all that apply):		
<input type="checkbox"/> Concert	<input type="checkbox"/> Dance	<input checked="" type="checkbox"/> Exhibition
<input type="checkbox"/> Live band		<input type="checkbox"/> Cabaret Public Show
		<input checked="" type="checkbox"/> Other: DJ (disc Jockey)
Includes:		
<input type="checkbox"/> Dancing by patrons	<input type="checkbox"/> Dancing by entertainers or performers	<input checked="" type="checkbox"/> Recorded music
<input type="checkbox"/> Live music	<input checked="" type="checkbox"/> Amplification System	<input type="checkbox"/> Floor show
<input type="checkbox"/> Light show	<input type="checkbox"/> Theatrical exhibition, play or moving picture show	<input type="checkbox"/> Other dynamic audio or visual show (whether live or recorded)
<input type="checkbox"/> INDOOR	<input checked="" type="checkbox"/> OUTDOOR	<input type="checkbox"/> BOTH

GIVE LOCATION BY STREET AND NUMBER:

AT: 5 Church Street Whitinsville, MA and Northbridge Town Commom
in said Town of Northbridge in accordance with the rules and regulations made under authority of said
Statutes.

ON: (date and time)* September 26, 2020 9a-3p

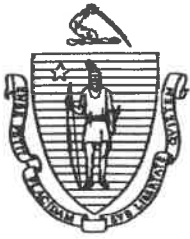
Print Name: Vincent Osterman
Address: 5 Church Street
City: Whitinsville, MA
State, Zip: 01588
Phone: 508-234-7901
Email: office@vccucc.org


(Signature of Applicant)

Received:	_____	_____
	(Date)	(Time)
Agenda:	_____	

Date License Granted

****Please note a separate application is needed for a one-day Sunday Entertainment**



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

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: Village Congregational Church, Whitinsville, MA

Address: 5 Church Street and POB 217

City/State/Zip: Whitinsville, MA 01588 Phone #: Village Congregational Church

Are you an employer? Check the appropriate box:

- 1. I am an employer with 7 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: The Travellers Indemnity Co. of Ct.

Insurer's Address: One Tower Square Hartford, CT 06183

City/State/Zip: Hartford, CT 06183

Policy # or Self-ins. Lic. # VB 5J 484859 Expiration Date: 10-1-20

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: 4/28/20

Phone #: 508-234-7901

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 Wetherbee Phone #: 508-234-2095

NTM License Slips

Row 1

Current Status On Agenda for 5/18/20

Done

License ID: NTM#16104

License Type: Entertainment

Description: Harvest Festival hosted by the Village Congregational Church on Saturday, September 26, 2020. Entertainment is for exhibition and a DJ for recorded music and use of an amplification system. Previously requested use of memorial park and road closure. Application attached.

Business: Village Congregational Church

Applicant: Genie Stack

Address: 5 Church Street

Approval Target 05/14/20

Slip Started on: 05/07/20 9:41 AM

PLANNING Approve:

PLANNING Comments: N/A -not applicable

POLICE Approve:

POLICE Comments: Would request that the person in charge contact the police department and be required to comply with any police detail requests

FIRE Approve:

FIRE Comments:

BUILDING ZONING Approve:

BUILDING ZONING Comments:

CONSERVATION

Approve:

CONSERVATION
Comments: N/A

HEALTH
Approve:

HEALTH
Comments: N/A

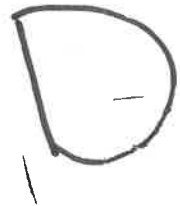
ASSESSORS
Approve:

ASSESSORS
Comments:

TREASURER
COLLECTOR
Approve:

TREASURER
COLLECTOR
Comments:

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF NORTHBRIDGE



No fee

APPLICATION FOR A ONE-DAY WEEKDAY ENTERTAINMENT
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):

Blackstone Valley Chamber of Commerce

TO: Obtain a One-day Entertainment License for:

Type: (Check all that apply):	<input type="checkbox"/> Concert	<input type="checkbox"/> Dance	<input checked="" type="checkbox"/> Exhibition	<input type="checkbox"/> Cabaret Public Show
	<input type="checkbox"/> Live band		<input type="checkbox"/> Other: _____	
Includes:	<input checked="" type="checkbox"/> Dancing by patrons	<input checked="" type="checkbox"/> Dancing by entertainers or performers	<input checked="" type="checkbox"/> Recorded music	
	<input checked="" type="checkbox"/> Live music	<input checked="" type="checkbox"/> Amplification System	<input checked="" type="checkbox"/> Floor show	
	<input type="checkbox"/> Light show	<input checked="" type="checkbox"/> Theatrical exhibition, play or moving picture show	<input type="checkbox"/> Other dynamic audio or visual show (whether live or recorded)	
	<input checked="" type="checkbox"/> INDOOR	<input type="checkbox"/> OUTDOOR	<input type="checkbox"/> BOTH	

GIVE LOCATION BY STREET AND NUMBER:

AT: Northbridge High School Event: Home & Business Expo
in said Town of Northbridge in accordance with the rules and regulations made under authority of said
Statutes.

ON: (date and time) *~~3-11-2020~~ Oct. 31, 2020 10AM- 2PM

Jeannie Hebert (Signature of Applicant)

Print Name: Jeannie Hebert
Address: 508.234.9090
City: Whitinsville
State, Zip: MA
Phone: 508.234.9090
Email: jhebert@blackstonevalley.org

Received: 3/2/20 12PM
(Date) (Time)
Agenda: March 9th, 2020

Date License Granted

****Please note a separate application is needed for a one-day Sunday Entertainment**



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: Blackstone Valley Chamber of Commerce

Address: 260 Linwood Avenue

City/State/Zip: Jeannie Hebert Phone #: 508.234.9090

Are you an employer? Check the appropriate box:

- 1. I am an 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: Sullivan, Garrity & Donnelly Insurance Agency, Inc. /Hanover Insurance

Insurer's Address: 10 Institute Road

City/State/Zip: Worcester MA 01609

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: Jeannie Hebert Date: 3.2.2020

Phone #: 508.234.9090

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 Wetherbee Phone #: 508-234-2095



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2020

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

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


PRODUCER Sullivan, Garrity & Donnelly 10 Institute Rd. Worcester MA 01609	CONTACT NAME: Cheryl A. Bourdeau
	PHONE (A/C, No, Ext): 508-754-1767
INSURED Blackstone Valley Chamber of Commerce Inc 670 Linwood Ave, Suite 5 Whitinsville MA 01588	FAX (A/C, No): 508-754-1885
	E-MAIL ADDRESS: cheryl.bourdeau@sgdins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: The Hanover Insurance Company	NAIC # 22292
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2001796517 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZDN2529705	1/15/2020	1/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ included in aggr \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		UHN2537774	1/15/2020	1/15/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Operations of the insured: Chamber of Commerce as per policy forms
 Friday, March 13th from 4PM to 7PM; Saturday, March 14th from 7AM to 6PM

CERTIFICATE HOLDER Northbridge High School 427 Linwood Avenue Whitinsville MA 01588	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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NTM License Slips

Row 1

Current Status On Agenda for March 9, 2020

Done

License ID: NTM#16098

License Type: Weekday One-Day Entertainment

Description: Blackstone Valley Chamber of Commerce request an application for their Home and Business Expo, located at the Northbridge High School on Saturday, March 14, 2020 from 10 AM to 2 PM

Business: Blackstone Valley Chamber of Commerce

Applicant: Jeannie Hebert

Address: Event: Northbridge High School Field House, 427 Linwood Ave

Approval Target 03/04/20

Slip Started on: 03/02/20 3:02 PM

PLANNING Approve:

PLANNING Comments: N/A -not applicable

POLICE Approve:

POLICE Comments: Subject to the detail requirements of the police department

FIRE Approve:

FIRE Comments:

BUILDING ZONING Approve:

BUILDING ZONING Comments:

CONSERVATION Approve:

CONSERVATION N/A

Comments:

HEALTH

Approve:



HEALTH

Comments:

All food vendors are required to obtain a One-Day food permit.

ASSESSORS

Approve:

ASSESSORS

Comments:

TREASURER

COLLECTOR

Approve:

TREASURER

COLLECTOR

Comments:

Melissa Ciaramitaro

From: Walter Warchol
Sent: Monday, May 11, 2020 3:55 PM
To: Melissa Ciaramitaro
Cc: Adam Gaudette
Subject: RE: Donation

Originally, was supposed to be for drug investigations, but the check came through for COVID-19 so I guess it will be for COVID-19; \$1,500.00.

Walter J. Warchol
Chief of Police
Northbridge Police Department
508-234-6211
Fax 508-234-9021

From: Melissa Ciaramitaro
Sent: Monday, May 11, 2020 3:43 PM
To: Walter Warchol <wwarchol@northbridgemass.org>
Subject: Donation

Good afternoon Chief,

I hope all is well. Could you send me a letter/memo or email with the amount and what it is to be used for. I plan to use it for the Selectmen's packet for their info.

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*

Monday: 8:30 AM ~ 7 PM
Tuesday ~Thursday: 8:30 AM~ 4:30 PM
Friday: 8:30 AM ~1 PM

COMMONWEALTH OF MASSACHUSETTS
TOWN OF NORTHBRIDGE
WARRANT FOR ANNUAL TOWN ELECTION
TUESDAY, JUNE 30, 2020



WORCESTER, ss:
To any Constable of the **TOWN OF NORTHBRIDGE:**

GREETINGS:
In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of the Town of Northbridge, qualified to vote in the **ANNUAL TOWN ELECTION** to vote at:

**Northbridge High School
427 Linwood Avenue
For Precincts 1, 2, 3, and 4**

on **Tuesday, June 30, 2020** from **7:00 a.m. to 8:00 p.m.** for the following purpose:

To cast their votes in the Annual Town Election for candidates for the following offices and question:

OFFICES	
BOARD OF SELECTMEN.....	TWO SEATS / THREE-YEAR TERMS
SCHOOL COMMITTEE.....	TWO SEATS / THREE-YEAR TERM
SCHOOL COMMITTEE.....	ONE SEAT / ONE-YEAR TERM
PLANNING BOARD.....	TWO SEATS / THREE-YEAR TERMS
TRUSTEES OF SOLDIERS' MEMORIALS – VETERAN	ONE SEAT / THREE-YEAR TERM
TRUSTEES OF SOLDIERS' MEMORIALS – NON-VETERAN	ONE SEAT / THREE-YEAR TERM
NORTHBRIDGE HOUSING AUTHORITY.....	ONE SEAT / FIVE-YEAR TERM
NORTHBRIDGE HOUSING AUTHORITY.....	ONE SEAT / THREE-YEAR TERM
NORTHBRIDGE HOUSING AUTHORITY.....	ONE SEAT / ONE-YEAR TERM
REDEVELOPMENT AUTHORITY.....	ONE SEAT / FIVE-YEAR TERM
REDEVELOPMENT AUTHORITY.....	ONE SEAT / THREE-YEAR TERM
REDEVELOPMENT AUTHORITY.....	ONE SEAT / TWO-YEAR TERM

QUESTION

Shall the Town of Northbridge be allowed to exempt from the provisions of Proposition two and one-half, so called, the amounts required to pay for the bond issued in order to pay the costs for engineering, design and construction of a new Fire Station?

YES _____ NO _____

And you are directed to serve this warrant by posting attested copies thereof at the Whitinsville Post Office and the Salvation Army, both in Precinct 1; Gary's Variety and the Northbridge Post Office in Northbridge, both in Precinct 2; Town Clerk's Office and 1Quickstop in Whitinsville, both in Precinct 3; and the Whitinsville Social Library and Town Hall Annex in Whitinsville, both in Precinct 4; seven (7) days at least before the time and place of election aforesaid.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting. Given under our hands this 18th day of May, 2020.

SELECTMEN OF NORTHBRIDGE

James J. Athanas, Chairman

Charles Ampagoomian, Jr.

Thomas J. Melia

Alicia M. Cannon

Daniel J. Nolan

WORCESTER, SS
Northbridge

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

Constable, Town of Northbridge

Date

(Warrant must be posted at least **seven days prior** to June 30, 2020.)

Know all Men by These Presents,

H.

That the Town of Northbridge, in the County of Worcester and Commonwealth of Massachusetts, in consideration of One Thousand Two Hundred Dollars, paid by **William Bond, of 11 Loyalist Drive, Uxbridge, MA**, the receipt of which is hereby acknowledged, does sell and convey to said William Bond those certain cemetery **Lots No. 33B and 34A, two cremation graves situated on the way called Locust Avenue North, 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 18th day of May, in the year of our Lord Two Thousand Twenty.

Town Manager's Report for the Period of April 27, 2020 – May 15, 2020

1. Key Meetings Attended:

- Monday, April 27, 2020 – Participated in the Board of Selectmen Zoom Meeting.
- Tuesday, April 28, 2020 – Participated in the Lt. Governor's Municipal CEO's COVID-19 Update sponsored by MMA.
- Wednesday, April 29, 2020 – Weekly Construction Conference Call for Lasell Field project
- Tuesday, May 5, 2020 – Participated in the Lt. Governor's Municipal CEO's COVID-19 Update sponsored by MMA.
- Wednesday, May 6, 2020 – Weekly Construction Conference Call for Lasell Field project.
- Thursday, May 7, 2020 – Attended Video Webinar for Labor and Unemployment Law update offered through MMA.
- Tuesday, May 12, 2020 – Held a Department Managers Meeting via Zoom to discuss Town Meeting, Election, Budget, and reopening planning.
- Tuesday, May 12, 2020 – Participated in the Lt. Governor's Municipal CEO's COVID-19 Update sponsored by MMA.
- Wednesday, May 13, 2020 – Weekly Construction Conference Call for Lasell Field project.
- Thursday, May 14, 2020 – Participated in Video Briefing for Distribution of CARES Act Funding to Municipalities.

2. **FY2021 Budget and Town Meeting/Election Process:** The Moderator has postponed the Annual Town Meeting until June 23rd and the Board of Selectmen have postponed the Annual Election until June 30th. Notices have been posted on the website, at the Warrant posting locations, a Code Red call was conducted, and the post card mailings will go out with new dates.
3. **COVID-19:** Last week on Monday, May 11, 2020 we reported that the Town had 228 confirmed cases; 133 within Long-Term Care Facilities and 54 of the 95 resident cases had recovered. The Town Hall remains closed to the public however staff has begun reopening planning and will wait for the appropriate time to reopen and under certain restrictions – monitoring Governor daily.
4. **Balmer School Building Project:** Project construction by Fontaine Brothers continues with precautionary measures in place per State construction guidelines for construction projects moving forward during the pandemic. Site clearing/grading, utilities/drainage and steel erection are now complete. Concrete pad pouring has also neared completion. This week dealt with neighbors' complaint regarding flood lights overnight left on for security/safety. Worked out compromise to light up hallways and stairways only. The MSBA has scheduled a virtual site visit for Wednesday, May 20, 2020.
5. **Fire Station Project (Feasibility Study):** The project has been quieted due to the building closure and the Governor's Stay at Home Order. The design team last presented the project at a second public forum on March 2nd at the Northbridge High School Auditorium and to the Finance Committee on March 4th. The final feasibility study report, incorporating all information date, has been distributed to the BPCC and an electronic copy will eventually be posted on the website. The presentation from the March 2nd public forum and the video link have been posted on the site as well. The next BPCC meeting is on hold for now. Reminder that the website link is www.northbridgefirestationproject.org. Update: Due to the SATM and Election having been postponed to late June, the Town Manager has initiated plans for additional public communications for the project to prepare residents for the voter actions required.

6. **Lasell Field Turf Project:** The GC Green Acres (GA) continues construction during the pandemic using proper safety/health protocols. The Town through Pine Grove funds will be looking to take down several trees/branches that will potentially impact the new light poles on the visitors' side of the field. In terms of drainage, perimeter drains have been installed, precast drainage structures have been installed adjacent to the northern track straight away, the existing drainage structure in the location of the berm has been raised, and rip rap installation at the flared end sections is to be installed next week. GA has begun auguring holes for the end line ball netting and has staked out the location of the shotput area. They have also started screening the topsoil in the berm location. A weekly construction conference call was held this week on Wednesday, May 13th and a BPCC Meeting to discuss the project and approve invoices is scheduled for next week Wednesday, May 20th via Zoom.