

**TOWN OF NORTHBRIDGE  
BOARD OF SELECTMEN'S MEETING  
NORTHBRIDGE TOWN HALL  
7 MAIN STREET - WHITINSVILLE, MA 01588  
January 22, 2024 at 6:30 PM**

RECEIVED

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NORTHBRIDGE TOWN CLERK  
LINDA B. ZYWIEN

**EXECUTIVE SESSION - 6:30PM**

**PLEDGE OF ALLEGIANCE**

**Senator Ryan Fattman and Representative David Muradian/1) STATE BUDGET UPDATE and 2) Discussion about banning the sale of nips (mini liquor bottles)**

**I. APPROVAL OF MINUTES:**

**A. 1) August 14, 2023 2) September 11, 2023**

**II. PUBLIC HEARING / 7:05 PM – B. Request to transfer the Farmer Series Pouring Permit, non-alcoholic Common Victualler License, and Weekday Entertainment Licenses from Purgatory Beer Company, LLC [Kevin Mulvehill, Mgr.], 670 Linwood Ave., Bldg. C., Whitinsville, MA to Murder Hill LLC [Adrienne Roesch, Mgr.] at the same location.**

**PUBLIC MEETING:**

**C. FY 2024 Community Development Block Grant Program: Announcement of CDBG funding opportunities. Community input and public comments are welcome. Present: Wayne Darragh, Community Opportunities Group**

**III. APPOINTMENTS/By the Board of Selectmen:**

**D. 1) Conservation Commission - Marcella Regal / Vote to appoint - Present: David Pickart, Conservation Agent  
2) WRTA Advisory Board - Kelly Bol, Senior Center Director / Vote to appoint**

**RESIGNATIONS:**

**E. Steven Nye, Building, Planning & Construction Comm. (Resignation) / Vote to accept**

**IV. CITIZENS' COMMENTS/INPUT**

**V. DECISIONS**

**F. Spring Annual Town Meeting [May 7, 2024] / 1) Vote to close the warrant on Friday, March 15, 2024 at 12 Noon**

**G. Annual Town Election [May 21, 2024] / Vote to give notice to the Town Clerk to place vacancies from elected boards on the Town Election Warrant**

**H. Conservation Commission Fund / Vote to accept monetary donation in the amount of \$50 from Dennis and Barbara McNamee**

**I. Safety Committee Minutes [September 20, 2023] / Vote to accept the recommendations**

**J. Pine Grove Cemetery Deed: Timothy and Jacquelyn Heffernan (66 Fir Ave South, double burial lot)/Vote to approve the sale**

**VI. DISCUSSIONS**

**VII. TOWN MANAGER'S REPORT**

**VIII. SELECTMEN'S CONCERNS**

**IX. ITEMS FOR FUTURE AGENDA**

**X. CORRESPONDENCE**

**XI. EXECUTIVE SESSION: K. Under MGL Chapter 30A, section 21(a)(3) for the following purpose: To discuss strategy with respect to litigation, Whitinsville Water Company rate increase petition to the Department of Public Utilities, DPU no. 23-64.**

Town Clerk: 2 Hard copies



Web: Post time-stamped copy



## BOARD OF SELECTMEN'S MEETING

August 14, 2023

A meeting of the Board of Selectmen was called to order by Chairman Collins at 6:30 PM, Northbridge Town Hall, 7 Main Street, Whitinsville, MA. Board Members Present: Ampagoomian, Begin, Collins, Melia and Paulhus. **Also Present:** Town Manager Adam D. Gaudette.

The Pledge of Allegiance was recited by those present.

**Presentation:** Proclamation presented to Brendan Hester. Chairman Collins read aloud the proclamation and presented it to Mr. Hester. Chairman Collin congratulated him on a job well done. Selectman Melia congratulated him on everything that he has done. He asked if it was true that he only missed the Senior British Open by a stroke or so. Mr. Hester replied that he was a couple holes away from qualifying and it was a fun event. Selectmen Melia asked what his future plans are. Mr. Hester replied that he greatly appreciates all of the support from the town and Pleasant Valley and he believes the best is yet to come. Selectman Begin, Ampagoomian and Begin wished him all the best and congratulated him.

**APPROVAL OF MINUTES:** 1) **July 13, 2023 [Special Meeting].** A motion/Mr. Ampagoomian, seconded/Mr. Begin to approve the July 13, 2023 meeting minutes as presented with the readings omitted. Vote yes/Unanimous. 2) **May 8, 2023.** A motion/Mr. Ampagoomian, seconded/Mr. Begin to approve the May 8, 2023 meeting minutes as presented with the readings omitted. Vote yes/Unanimous.

**PUBLIC HEARING: 7:05 PM/V.E. Properties IX, LLC–Application for Underground Storage Tank License to store 5,000 gallons of propane (5–1,000 gal. tanks) on property located at 600 Commerce Drive, Whitinsville, MA [Eyepoint Pharmaceuticals]/Present:** Paul DiLeo, DiLeo Gas & Vincent Osterman, Landowner. Chairman Collins read aloud the public hearing notice. A motion/Mr. Ampagoomian seconded/Mr. Melia to open the public hearing. Vote yes/Unanimous. A representative from DiLeo Gas was present in place of Mr. DiLeo who was unable to attend. He stated that a new building will be constructed for appliances inside and outside, mostly for heating and will require a large amount of propane for those appliances. Town Manager Gaudette added that the Fire Department reviewed the plans as well. Selectman Melia asked why developers are using propane over natural gas. The rep stated that a lot of it is availability, he further explained that the pipeline has its limitations and there is a high original fixed cost getting the pipeline installed. With propane they supply the tanks, and it makes it cost effective. Selectman Collins asked if the tanks going in are triple depth. The rep stated that they are American Society of Mechanical Engineers so they are built to the top tier grade and they are installed with cathodic protection so overtime they won't rust away in the ground. The tanks are tested yearly to ensure the tanks are safe. Chairman Collin asked requested any abutters come forward at this time. Muriel Emond of 141 East Street Whitinsville asked how long the tanks will be there. The rep replied that they are permanent. A motion/Mr. Melia, seconded/Mr. Ampagoomian to close the public hearing. Vote yes/Unanimous. A motion/Mr. Melia, seconded/Mr. Ampagoomian to approve the application for Underground Storage Tank License to store 5,000 gallons of propane (5–1,000 gal. tanks) on property located at 600 Commerce Drive, Whitinsville, MA [Eyepoint Pharmaceuticals]. Vote yes/Unanimous.

**APPOINTMENTS: By the Town Manager/Vote to affirm:** 1) **Jeffrey Mayer, Student Police Officer/Present: Police Chief, Timothy Labrie.** Chief Labrie introduced Student Police Officer Jeffrey Mayer. He has been employed by the Town of Northbridge since March of 2019 as a dispatcher, he currently is lead dispatcher. Chief Labrie added that he is a hard working employee and is very reliable. Chief Labrie stated that he is looking forward to having him. He will start the academy in November and should be completed by May. Mr. Mayer explained that he was born and raised in the Town of Grafton, where he went to BVT, and worked in carpentry for six years while getting his degree at Quinsigamond Community

College and then Anna Maria College in Criminal Justice. After graduating he worked in Doulgas as a part time dispatcher, where the Chief encouraged him to reach out to Northbridge as there was a full time opening. He stated he now lives in town and looks forward to his future here. The Board welcomed him and congratulated him on this step in his career. A motion/Mr. Begin, seconded/Mr. Ampagoomian to affirm the Town Manager's appointment of Jeffrey Mayer as a Student Police Officer. Vote yes/Unanimous.

**2) Kayleigh Labrecque, Senior Library Assistant/Present: Rebecca Sasseville, Library Director.** Ms. Sasseville introduced Kayleigh Labrecque and noted that she has been working at the library for a year now a Junior Library Assistant where she has been doing an excellent job. Due to a resignation last month there is now an opening for a Senior Library Assistant, for which she applied. Ms. Labrecque stated that she is grateful to have been working at the library and she looks forward to this new role. The Board congratulated her on this next step of her career. A motion/Mr. Begin, seconded/Mr. Ampagoomian to affirm the Town Manager's appointment of Ms. Labrecque as the Senior Library Assistant. Vote yes/Unanimous.

**3) Bettyjean Bedrosian, Assistant Treasurer/Collector/Present: Julie Harris, Treasurer/Collector.** Ms. Harris explained that her Assistant Treasurer Collector left the town, which left her to advertise for the opening. Ms. Bedrosian applied, and Ms. Harris feels that she will do a wonderful job. She explained she has many years of experience in banking of all aspects including municipal which will be a huge asset to her office. Ms. Bedrosian thanked the Board for the opportunity and expressed that she is looking forward to it and is excited to start. The Board of Selectmen welcomed her aboard and congratulated her on her new position here at the Town. A motion/Mr. Melia, seconded/Mr. Ampagoomian to affirm the Town Managers appointment of Bettyjean Bedrosian as the Assistant Treasurer/Collector. Vote yes/Unanimous.

**4) Derek Perkins, Heavy Equipment Operator-Highway.** Town Manager Gaudette noted that Mr. Luchini was not able to attend the meeting tonight to introduce Mr. Perkins and added that they are looking to get him onboard as soon as possible. Mr. Perkins stated that he grew up in Douglas, was previously working at Yellow Freight, which went out of business and led him to apply for the Town of Northbridge opening with the Highway Department. Mr. Perkins stated that he has his CDL, Class A and two-way hydraulics license, also known as a Hoisting license. The Board welcomed him to the Town and wished him all the best in his career here with the Town. A motion/Mr. Ampagoomian, seconded/Mr. Begin to affirm the Town Manager's appointment of Derek Perkins as Heavy Equipment Operator highway Division. Vote yes/Unanimous.

**By the Board of Selectmen/Vote to Appoint: 1) Central Mass. Regional Planning Commission: a) Delegate and b) Alternate.** A motion/Mr. Ampagoomian, seconded/Mr. Melia to appoint Selectman Ampagoomian as the delegate and Chairman Collins as the alternate for the Central Mass. Regional Planning Commission. Vote yes/Unanimous. **2) Economic Development Committee [BOS Rep].** A motion/Mr. Ampagoomian, seconded/Mr. Melia to appoint Selectman Melia to the Economic Development Committee. Vote yes/Unanimous. **3) Green Energy Committee [BOS Rep].** A motion/Mr. Ampagoomian, seconded/Mr. Melia to appoint Selectman Paulhus to the Green Energy Committee. Vote yes/Unanimous. **4) Open Space & Recreation Plan Update Committee [BOS Rep].** A motion/Mr. Ampagoomian, seconded/Mr. Melia to appoint Selectman Begin to the Open Space & Recreation Plan Update Committee. Vote yes/Unanimous. **5) Rainer Forst, Community Preservation Committee [Member at Large].** Mr. King, Chaiman of the Community Preservation Committee explained that they have a member at large position open. Mr. Forst was a member of the Committee through the Planning Board, and his term has completed, and he would like to be appointed as a member at large. When he was on the committee, he had great attendance, contributed and was highly engaged and they recommend the Selectmen appoint him. A motion/Mr. Begin, seconded/Mr. Ampagoomian to appoint Rainer Forst as the Member at Large to the Community Preservation Committee. Vote yes/Unanimous. **6) Muriel Emond, Economic Development Committee [Member at Large]/ Present: William Davis, Chairman.** Mr. Davis was not able to attend the meeting. Ms. Emond introduced herself and stated that she is fairly new to the town and would like to get involved with the town. She noted that she has worked with businesses in other roles and felt it was a good fit for this committee. A motion/Mr. Begin seconded/Mr. Ampagoomian

to appoint Ms. Emond to the Economic Development Committee. Vote yes/Unanimous. **7) Carla Longpre, Disability Commission/Present: Bruce Frieswick, Chairman.** Mr. Frieswick introduced Ms. Longpre to the Board stating that she brings fantastic credentials to the table and will be a great addition to the Disability Commission. They look forward to having her experience on their Commission along with her advocacy. Ms. Longpre thanked the Board for this opportunity stating that she is born and raised in Northbridge and has dedicated her life to serving those in need. She explained she does have a disabled son as well. She looks forward to taking on this role and advocating for those that need it. A motion/Mr. Begin seconded/Mr. Melia to appoint Ms. Longpre to the Disability Commission. Vote yes/Unanimous.

**RESIGNATION: Michael Haslam, Playground and Recreation.** A motion/Mr. Ampagoomian, seconded/Mr. Melia to accept the resignation of Michael Haslam from the Playground and Recreation Commission and to send a letter of appreciation. Vote yes/Unanimous.

#### **CITIZENS' COMMENTS/INPUT/None**

The Board moved out of order to not make the individuals that were present at the meeting wait.

**RASU Jumbo Donuts Shop, LLC dba Jumbo Donuts, 1115 Providence Road, Whitinsville, MA 01588 – Anita Mathema, Mgr. [Transfer from The Donut Shop dba Jumbo Donuts- Chris Mitkonis, Mgr.] /Subject to departmental sign offs and payment of all monies owed to the town/Present: Anita Mathema, Mgr.** Ms. Mathema stated she is looking to transfer the non-alcoholic common victualler license for Jumbo Donuts. A motion/Mr. Ampagoomian, seconded/Mr. Melia to transfer the non-alcoholic common victualler license from The Donut Shop dba Jumbo Donuts- Chris Mitkonis, Mgr. to RASU Jumbo Donuts Shop, LLC dba Jumbo Donuts, 1115 Providence Road, Whitinsville, MA 01588 – Anita Mathema, Mgr. subject to departmental sign offs and payment of all monies owed to the town. Vote yes/Unanimous.

The Board resumed the meeting as posted on the agenda.

**Northbridge Elementary School Feasibility Study Recommendations/Vote to advertise RFP for Disposal/Present: David Eisen, Abacus Architects.** Mr. Eisen explained that they are doing a feasibility study for the reuse of the Elementary School and he will go through the report. The purpose of the study is to broaden the understanding of redevelopment options, build support, provide a background on building and site conditions, planning and design ideas and design guidelines on redevelopment. He explained that the area in context and the areas around it determine the value. Originally, they were looking to keep the administration building and look to developing the rest of the property, but then the thought about relocating the admin building and developing the entire property for better utilization of the space. The study provided options as far as the most likely uses if it went to developers. If that were the case it would likely be town houses, duplexes or an apartment complex. He explained that the question is whether a developer would be interested in buying the school and reusing it. Conceivably you could tear down some of the school and reuse some of it for housing, but the problem is it is a bog floor plate. The cost effectiveness is uncertain. Another option would be for a developer to remove all the interior partitions and use it for light industrial use. Mr. Eisen showed the Board some redevelopment sketches. He noted that another reuse could be rebuilding the Senior Center. He explained that it could be the Towns Senior center where the town would pay the fees for renovating or have a private or non-profit company who might be willing to develop there. If the property were expanded to include the School Admin building and property, in addition to the senior center you could also build senior housing there. Another option could be to make the space into a park. Mr. Eisen recommended the town decide what its priorities are. Some priorities based on the public meeting included removal of the building, adding needed housing, business space, recreation space, downtown revitalization, reinforcing the character of Linwood Ace, weaving the site into the surrounding neighborhood and adding to the town revenue through sales and taxes. The Town will need to establish design guidelines, solicit and evaluate proposals, consider sale or retention, and bring the property forward

to Town Meeting to make the decision. Town Manager Gaudette noted that this is the transition period where the Building Planning and Construction Committee has completed their task, which was to oversee the feasibility study and work with the architect on the process. There was a vote at town meeting where the article sought to sell the building, but it was turned down, and the voters asked for a more concrete idea as to what could be planned for the site. This is now in the hands of the Board of Selectmen and discussion tonight should include whether or not the Board of Selectmen feels they are ready to advertise the site. Town Manager Gaudette noted that we would include a copy of report and environmental studies in the RFP, where we would have a chance to interview the proposers, which could be a public process to allow the residents and voters to chime in on the process. Selectman Begin asked Mr. Eisen what he felt was the most viable option. Mr. Eisen stated that he felt if the town went out to an RFP to the development community you would be likely to get multi-unit housing. Selectman Paulhus expressed that he felt it was important to review the priorities and weigh those options based on the feedback from the residents. Selectman Ampagoomian asked what the most common suggestion that they received from residents. Mr. Eisen stated that open space was popular, a non-profit organization ranked high as well. This tends to be difficult to do as you would need to rehab the building. Mr. Eisen noted that there were a lot of different suggestions though that did not sway one way in particular. Selectman Melia stated that he is open minded but would like to see tax revenue coming back to the Town, or Town houses for over 55 community. Chairman Collins added that he would like to see a Community Center with senior housing next to it. Selectman Paulhus asked when it came time to advertise if it would be an all or nothing deal. Town Manager Gaudette noted that we likely wouldn't know what we get until they come in. Town Manager Gaudette Suggested that the Board authorize him to draft an RFP, once completed he would bring it to the Board to review and give input. A motion/Mr. Melia, seconded to move that Town Manager Gaudette draft and Request for Proposals for the Northbridge Elementary School. Vote yes/Unanimous.

**Open Sky Community Services, 50 Douglas Road [Valley Bag Toss event – Saturday, October 14, 2023 from 12 PM – 5 PM (Rain date: October 15<sup>th</sup>) @ Community Plaza and the Whitin Mill]/Request for a one-day wine and malt license.** A motion/Mr. Ampagoomian, seconded/Mr. Begin to approve the request for a one-day wine and malt license for Open Sky Community Services for the Valley Bag Toss event on Saturday, October 14, 2023 from 12 PM – 5 PM with a rain date of October 15<sup>th</sup>. Vote yes/Unanimous.

**Armenian Apostolic Church, 315 Church Street 1) Annual Church Picnic event – Sunday, August 20, 2023 from 12 PM – 6 PM/Request for a one-day wine and malt license 2) Surf and Turf night event – Thursday, September 14, 2023 from 5 PM to 9 PM/Request for a one-day all alcoholic license.** A motion/Mr. Melia, seconded/Mr. Ampagoomian to approve the request for a one-day wine and malt license for the Annual Church Picnic event – Sunday, August 20, 2023 from 12 PM – 6 PM and a one-day all alcoholic license for the Surf and Turf night event – Thursday, September 14, 2023 from 5 PM to 9 PM. Vote yes/Unanimous.

**Safety Committee Meeting Minutes [May 17, 2023]/Vote to accept the recommendations.** Selectman Ampagoomian asked if signs would be posted for the closing of the causeway. Police Chief Labrie stated that they would have signage on the North side of the causeway. Selectman Paulhus asked if the parking lot with the crosswalk at the Elementary School would have solar-operated cross walk lights installed. Chief Labrie explained that there would be flashing lights for pedestrians between Lake Street, Crescent Street and the school. A motion/Mr. Ampagoomian, seconded/Melia to accept the recommendations of the May 17, 2023 Safety Committee Meeting Minutes. Vote yes/Unanimous.

**Fall Annual Town Meeting [October 24, 2023] / Vote to place Selectmen's articles on the Warrant.** Town Manager Gaudette noted that there are a couple of articles on the warrant which are the standard articles every Fall Town Meeting. Article 1 is for any prior year bills, article 2 would be to make any amendments to the budget that was approved in the Spring, and the remaining articles are sponsored by

other boards. A motion/Mr. Ampagoomian, seconded/Mr. Melia to place articles 1, and 2 on the Fall Annual Town Meeting Warrant [October 24, 2023]. Vote yes/Unanimous.

**Riverdale Cemetery Deed – Phyllis Kuik/Vote to approve the sale of Grave 7C, Hemlock Ave.** A motion/Mr. Ampagoomian, seconded/Mr. Melia to approve the sale of grave 7C, Hemlock Ave. to Phyllis Kuik. Vote yes/Unanimous.

**Pine Grove Cemetery Deed – James and Lois Hassey/Vote to approve the sale of Lot No. 33, Fir Ave.** A motion/Mr. Ampagoomian, seconded/Mr. Melia to approve the sale of lot No. 32 Fir Ave. Vote yes/Unanimous.

## **TOWN MANAGER'S REPORT**

**SELECTMEN'S CONCERNS:** **Selectman Ampagoomian 1)** requested a tour of the Fire Station and the progress that has been made. Town Manager Gaudette replied that he would get something set up. **Selectman Begin 1)** thanked DPW Director Mr. Luchini for getting the street sweeper out to Samuel, Shannon, Barnes and Carpenter Road as it was much needed and looks a lot better and the drainage has improved. **Chairman Collins 1)** Asked about the Benson Road property. Town Manager Gaudette stated that he reached out to Mr. Pickart for a status update and the last thing they are working on is putting together a constraint map for the site. This process is to flag wetlands and determine what can be developed on the site. He noted that he will invite Mr. Pickart back in September with a further update. **Selectman Paulhus** asked for an update on the drainage concerns on the Doulgas Road property. Town Manager Gaudette stated that he would make a note to speak with Mr. Pickart about that when he comes in for his update in September as well.

**ITEMS FOR FUTURE AGENDA:** Selectman Ampagoomian requested that the Rockdale Pocket Park be added for discussion. He noted that he has some concerns about parking and safety due to loitering.

## **CORRESPONDENCE/None**

**EXECUTIVE SESSION: 6:30 PM - Under M.G.L. c.30A, Sec. 21 #6** – To consider the purchase, exchange, lease or value of real estate, and **M.G.L. c.30A, Sec. 21 #3** – to discuss strategy with respect to litigation.

Chairman Collins announced that the next scheduled meeting is set for September 11, 2023 at 7 PM.

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

**Meeting Adjourned: 8:25 PM**

**Respectfully submitted,**

**Thomas Begin, Clerk**

/mjc

**LIST OF DOCUMENTATION**

**BOARD OF SELECTMEN'S MEETING - OPEN SESSION**

**August 14, 2023**

**Presentation: Proclamation presented to Brendan Hester**

- I. APPROVAL OF MINUTES: A. 1) July 13, 2023 [Special Meeting]**  
-Copy of July 13, 2023 meeting minutes
- 2) May 8, 2023  
-Copy of May 8, 2024 meeting minutes
- II. PUBLIC HEARING: B. 7:05 PM/V.E. Properties IX, LLC–Application for Underground Storage Tank License to store 5,000 gallons of propane (5–1,000 gal. tanks) on property located at 600 Commerce Drive, Whitinsville, MA [Eyepoint Pharmaceuticals]/Present: Paul DiLeo, DiLeo Gas & Vincent Osterman, Landowner**  
-Copy of public hearing notice  
-Copy of application for license  
-Copy of map  
-Copy of request for abutters list  
-Copy of memo addressed to abutters
- III. APPOINTMENTS: C. By the Town Manager/Vote to affirm: 1) Jeffrey Mayer, Student Police Officer/Present: Police Chief, Timothy Labrie**  
-Copy of offer letter for Jeffrey Mayer  
-Copy of resume
- 2) Kayleigh Labrecque, Senior Library Assistant/Present: Rebecca Sasseville, Library Director  
-Copy of position opening  
-Copy of offer letter  
-Copy of cover letter  
-Copy of resume
- 3) Bettyjean Bedrosian, Assistant Treasurer/Collector/Present: Julie Harris, Treasurer/Collector  
-Copy of offer letter  
-Copy of resume  
-Copy of application  
-Copy of reference
- 4) Derek Perkins, Heavy Equipment Operator-Highway  
-Copy application  
-Copy of position opening
- D. By the Board of Selectmen/Vote to Appoint: 1) Central Mass. Regional Planning Commission: a) Delegate and b) Alternate**  
-Copy of letter from CMRPC requesting a Delegate and Alternate

2) Economic Development Committee [BOS Rep] 3) Green Energy Committee [BOS Rep]  
4) Open Space & Recreation Plan Update Committee [BOS Rep]  
-Copy of memo listing committees with vacancies that require a Selectmen's Rep.

5) Rainer Forst, Community Preservation Committee [Member at Large]  
-Copy of Talent Bank Application

6) Muriel Emond, Economic Development Committee [Member at Large]/ Present: William Davis, Chairman  
-Copy of Talent Bank Application

7) Carla Longpre, Disability Commission/Present: Bruce Frieswick, Chairman  
-Copy of Talent Bank Application

E. RESIGNATION: Michael Haslam, Playground and Recreation  
-Copy of resignation letter

IV. CITIZENS' COMMENTS/INPUT

V. DECISIONS:

F. Northbridge Elementary School Feasibility Study Recommendations/Vote to advertise RFP for Disposal/Present: David Eisen, Abacus Architects  
-Copy of presentation

G. Open Sky Community Services, 50 Douglas Road [Valley Bag Toss event – Saturday, October 14, 2023 from 12 PM – 5 PM (Rain date: October 15<sup>th</sup>) @ Community Plaza and the Whittin Mill]/Request for a one-day wine and malt license  
-Copy of application for a special license  
-Copy of Revenue Enforcement and Protection Attestation  
-Copy of Workers' Compensation  
-Copy of Hold Harmless Agreement  
-Copy of Certificate of Liability  
-Copy of Tips certification  
-Copy of license routing slip

H. Armenian Apostolic Church, 315 Church Street 1) Annual Church Picnic event – Sunday, August 20, 2023 from 12 PM – 6 PM/Request for a one-day wine and malt license  
-Copy of application for a special license  
-Copy of Revenue Enforcement and Protection Attestation  
-Copy of Workers' Compensation  
-Copy of Hold Harmless Agreement  
-Copy of license routing slip

2) Surf and Turf night event – Thursday, September 14, 2023 from 5 PM to 9 PM/Request for a one-day all alcoholic license  
-Copy of application for a special license  
-Copy of Revenue Enforcement and Protection Attestation  
-Copy of Workers' Compensation  
-Copy of Hold Harmless Agreement



**I. Safety Committee Meeting Minutes [May 17, 2023]/Vote to accept the recommendations**  
**-Copy of May 17, 2023 meeting minutes**

**J. Fall Annual Town Meeting [October 24, 2023] / Vote to place Selectmen's articles on the Warrant**  
**-Copy of draft Fall Town Meeting Warrant**

**K. Riverdale Cemetery Deed – Phyllis Kuik/Vote to approve the sale of Grave 7C, Hemlock Ave.**  
**-Copy of Riverdale Cemetery Deed to Phyllis Kuik**

**L. Pine Grove Cemetery Deed – James and Lois Hassey/Vote to approve the sale of Lot No. 33, Fir Ave.**  
**-Copy of Pine Grove Cemetery Deed to James and Lois Hassey**

**M. RASU Jumbo Donuts Shop, LLC dba Jumbo Donuts, 1115 Providence Road, Whitinsville, MA 01588 – Anita Mathema, Mgr. [Transfer from The Donut Shop dba Jumbo Donuts- Chris Mitkonis, Mgr.] /Subject to departmental sign offs and payment of all monies owed to the town/Present: Anita Mathema, Mgr.**  
**-Application for a Common Victualler license**  
**-Copy of Revenue Enforcement and Protection Attestation**  
**-Copy of Workers' Compensation affidavit**  
**-Copy of business certificate request**  
**-Copy of license routing slip**

**VI. DISCUSSIONS**

**VII. TOWN MANAGER'S REPORT**

**VIII. SELECTMEN'S CONCERNS**

**IX. ITEMS FOR FUTURE AGENDA**

**X. CORRESPONDENCE**

**XI. EXECUTIVE SESSION: 6:30 PM - Under M.G.L. c.30A, Sec. 21 #6 – To consider the purchase, exchange, lease or value of real estate, and M.G.L. c.30A, Sec. 21 #3 – to discuss strategy with respect to litigation.**

## BOARD OF SELECTMEN'S MEETING

September 11, 2023

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

The Pledge of Allegiance was recited by those present. The Board of Selectmen asked that the audience remain standing and have a moment of silence in remembrance of September 11, 2001.

### APPROVAL OF MINUTES/None

Chairman Collins moved to appointments as it was not yet 7:05 PM for the posted hearing.

**APPOINTMENTS: By the Board of Selectmen: 1) Jill Patnode-Krause, Disability Commission/Present: Bruce Frieswick.** Mr. Frieswick introduced Ms. Patnode-Krause and feels that her background is incredible and believes she will be extremely helpful to the Commission. Ms. Patnode-Krause stated that she is an at home physical therapists and works with a wide range of people including those with injuries and disabilities. A motion/Mr. Ampagoomian seconded/Mr. Begin to appoint Ms. Patnode-Krause to the Disability Commission. Vote yes/Begin, Paulhus, Ampagoomian and Collins.

**2) Kam Dealey, Cultural Council/Present: Christine Johnson, Chairman.** Ms. Johnson was not present at this meeting. Mr. Dealey stated that he has been a teacher for about a year and has lived in Northbridge for the last 10 years and hopes to use the skills that he has to serve on this board. A motion/Mr. Ampagoomian seconded/Mr. Begin to appoint Mr. Dealey to the Cultural Council. Vote yes/Begin, Paulhus, Ampagoomian and Collins.

**PUBLIC HEARING / 7:05 PM: Transfer of the All-Alcohol Package Store License from Friendly Discount Liquors, Inc. dba Macy's Liquors of Whitinsville [Sook Hyunh, Mgr.] located at 1167 Providence Road, Suite 7, Whitinsville, MA to XForce, LLC dba Friendly Fine Wine & Spirits [Anita Patel, Mgr.].** Chairman Collins read aloud the public hearing notice. A motion/Mr. Ampagoomian, seconded/Mr. Begin to open the public hearing. Vote yes/Begin, Paulhus, Ampagoomian and Collins. Mrs. Patel explained that she and her husband currently own two liquor stores in Attleboro and North Attleboro. She lives in Uxbridge and has had her eye on this location for some time, and wishes to take it over with her business partner and really good friend Lindsey Fulbrook. Selectmen Ampagoomian asked if the hours of operation would remain the same. Mrs. Patel replied that they would be the same. Selectman Ampagoomian asked if the other locations had any violations. Mrs. Patel replied they have not. Chairman Collins asked if the staff will be tips certified. Mrs. Patel replied that they will. Chairman Collins asked if any abutters were present to speak. A motion/Mr. Ampagoomian, seconded/Mr. Begin to close the public hearing. Vote yes/Begin, Paulhus, Ampagoomian and Collins. A motion/Mr. Ampagoomian, seconded/Mr. Begin to approve the transfer to the All-Alcohol Package Store License from Friendly Discount Liquors, Inc. dba Macy's Liquors of Whitinsville [Sook Hyunh, Mgr.] located at 1167 Providence Road, Suite 7, Whitinsville, MA to XForce, LLC dba Friendly Fine Wine & Spirits [Anita Patel, Mgr.]. Vote yes/Begin, Paulhus, Ampagoomian and Collins.

### CITIZENS' COMMENTS/INPUT/None

**Whitin Community Center/Greenway Challenge Whitin Community Center/Request permission to hold a portion of the Greenway Challenge Road Race Event in Whitinsville on Saturday, September 30, 2023; subject to the safety requirements of the Northbridge Police Department/Present: Charles Thompson, Race Coordinator.** A motion/Mr. Ampagoomian, seconded/Mr. Begin to approve the request to hold a portion of the Greenway Challenge Road Race Event in Whitinsville on Saturday, September 30, 2023; subject to the safety requirements of the Northbridge Police Department. Vote yes/Begin, Paulhus, Ampagoomian and Collins.

**Northbridge Junior Baseball League/Request for a one-day beer and wine license for their “Night Under the Lights” event on Saturday, October 7, 2023 from 4 PM – 9 PM on the grounds of the American Legion, at 198 Church Avenue/Present: Keith Brouillard, President, NJBL & Travis Stanley, Vice President, NJBL.** Mr. Brouillard stated they are requesting a wine a malt license for their second annual Night Under the Lights fundraising event. Last year’s event was a big success, and lead to raising funding towards adding batting cages. Mr. Stanley added that they had events for the kids last year and it was a good outcome. A motion/Mr. Ampagoomian, seconded/Mr. Begin to approve the request for a one-day beer and wine license for their “Night Under the Lights” event on Saturday, October 7, 2023 from 4 PM – 9 PM on the grounds of the American Legion, at 198 Church Avenue. Vote yes/Begin, Paulhus, Ampagoomian and Collins.

**Shop Small 01588/Request to hang a banner across Church Street from Monday, November 13, 2023 to Monday, November 27, 2023 to advertise their Shop Small event on November 25, 2023/Present: Jessie Schotanus.** Ms. Schotanus explained that they are in the tenth year of the Shop Small event and they are going back to having the event one day instead of a week long. A motion/Mr. Ampagoomian, seconded/Mr. Begin to approve the request to hang a banner across Church Street from Monday, November 13, 2023 to Monday, November 27, 2023 to advertise their Shop Small event on November 25, 2023. Vote yes/Begin, Paulhus, Ampagoomian and Collins.

**Tri-Valley Front Runners/1. a) Request to hold the 35<sup>th</sup> Annual Whitin Five Mile Road Race, at 8:10 AM, Thursday, November 23, 2023, and subject to the safety requirements of the Northbridge Police Department b) Request to close Linwood Avenue between 7:45 AM – 9:30 AM 2. a) Request to hold the Annual 1<sup>st</sup> Day 5K Road Race on Monday, January 1, 2024 beginning at 11 AM subject to the safety requirements of the Northbridge Police Department; b) Request to close Linwood Avenue between 10:45 AM and 12 PM.** A motion/Mr. Ampagoomian, seconded/Mr. Begin to approve the request to hold the 35<sup>th</sup> Annual Whitin Five Mile Road Race, at 8:10 AM, Thursday, November 23, 2023, and subject to the safety requirements of the Northbridge Police Department, close Linwood Avenue between 7:45 AM – 9:30 AM, to hold the Annual 1<sup>st</sup> Day 5K Road Race on Monday, January 1, 2024 beginning at 11 AM subject to the safety requirements of the Northbridge Police Department; and to close Linwood Avenue between 10:45 AM and 12 PM. Vote yes/Begin, Paulhus, Ampagoomian and Collins.

**Whitinsville Christian School/Request to hang a banner across Church Street from Monday, October 2, 2023 to Monday, October 16, 2023 to advertise their Dutch Apple Pie sale.** A motion/Mr. Ampagoomian, seconded/Mr. Begin to approve the request to hang a banner across Church Street from Monday, October 2, 2023 to Monday, October 16, 2023 to advertise their Dutch Apple Pie sale. Vote yes/Begin, Paulhus, Ampagoomian and Collins.

**Pine Grove Cemetery Deed- Beverly Ebbeling/Vote to approve the sale of lot No. 315 A & B, Woodlawn Ave.** A motion/Mr. Ampagoomian, seconded/Mr. Begin to approve the sale of lot No. 315 A & B, Woodlawn Ave. Vote yes/Begin, Paulhus, Ampagoomian and Collins.

**Fall Annual Town Meeting / Vote to sign warrant upon completion and final review by Town Counsel.** A motion/Mr. Ampagoomian, seconded/Mr. Begin to sign warrant upon completion and final review by Town Counsel. Vote yes/Begin, Paulhus, Ampagoomian and Collins.

**TOWN MANAGER'S REPORT/None**

**SELECTMEN'S CONCERNS: Selectman Ampagoomian 1)** requested that when the new Fire station is completed they invite retired Firefighters to tour the building before holding an open house.

**ITEMS FOR FUTURE AGENDA/None**

**CORRESPONDENCE/None**

**EXECUTIVE SESSION/None**

Chairman Collins announced that the next meeting is scheduled for September 25, 2023.

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

**Meeting Adjourned: 7:19 PM**

**Respectfully submitted,**

**Thomas Begin, Clerk**

/mjc

**LIST OF DOCUMENTATION**

**BOARD OF SELECTMEN'S MEETING - OPEN SESSION**

**September 11, 2023**

- I. APPROVAL OF MINUTES/None**
- II. PUBLIC HEARING / A. 7:05 PM: Transfer of the All-Alcohol Package Store License from Friendly Discount Liquors, Inc. dba Macy's Liquors of Whitinsville [Sook Hyunh, Mgr.] located at 1167 Providence Road, Suite 7, Whitinsville, MA to XForce, LLC dba Friendly Fine Wine & Spirits [Anita Patel, Mgr.]**
- Copy of public hearing notice
  - Copy of payment confirmation
  - Copy of monetary transmittal form
  - Copy of certificate of good standing
  - Copy of unemployment insurance
  - Copy of application for transfer of license
  - Copy of floor plan
  - Copy of license routing slip
- III. APPOINTMENTS: B. By the Board of Selectmen: 1) Jill Patnode-Krause, Disability Commission/Present: Bruce Frieswick**
- Copy of talent bank application
- 2) Kam Dealey, Cultural Council/Present: Christine Johnson, Chairman**
- Copy of talent bank application
- IV. CITIZENS' COMMENTS/INPUT**
- V. DECISIONS**
- C. Whitin Community Center/Greenway Challenge Whitin Community Center/Request permission to hold a portion of the Greenway Challenge Road Race Event in Whitinsville on Saturday, September 30, 2023; subject to the safety requirements of the Northbridge Police Department/Present: Charles Thompson, Race Coordinator**
- Copy of letter requesting to hold a road race
  - Copy of flier
- D. Northbridge Junior Baseball League/Request for a one-day beer and wine license for their "Night Under the Lights" event on Saturday, October 7, 2023 from 4 PM – 9 PM on the grounds of the American Legion, at 198 Church Avenue Present: Keith Brouillard, President, NJBL & Travis Stanley, Vice President, NJBL**
- Copy of application for a one-day wine and malt license
  - Copy of revenue enforcement and protection attestation
  - Copy of Workers' compensation affidavit
  - Copy of hold harmless agreement
  - Copy of certificate of insurance
  - Copy of email from the Rockdale Village Foundation approving the use of the property for the event
  - Copy of Tips certifications
  - Copy of license routing slip

**E. Shop Small 01588/Request to hang a banner across Church Street from Monday, November 13, 2023 to Monday, November 27, 2023 to advertise their Shop Small event on November 25, 2023/Present: Jessie Schotanus**

**-Copy of email requesting to hang a banner**

**F. Tri-Valley Front Runners/1. a) Request to hold the 35<sup>th</sup> Annual Whitin Five Mile Road Race, at 8:10 AM, Thursday, November 23, 2023, and subject to the safety requirements of the Northbridge Police Department b) Request to close Linwood Avenue between 7:45 AM – 9:30 AM 2. a) Request to hold the Annual 1<sup>st</sup> Day 5K Road Race on Monday, January 1, 2024 beginning at 11 AM subject to the safety requirements of the Northbridge Police Department; b) Request to close Linwood Avenue between 10:45 AM and 12 PM**

**-Copy of letter requesting the road races, and road closures**

**-Copy of map of road race**

**-Copy of certificate of liability**

**-Copy of email from the Chief of Police approving the request**

**-Copy of email from the DPW Director approving the request**

**-Copy of map of the 1<sup>st</sup> Day 5K**

**G. Whitinsville Christian School/Request to hang a banner across Church Street from Monday, October 2, 2023 to Monday, October 16, 2023 to advertise their Dutch Apple Pie sale**

**-Copy of email requesting to hang a banner**

**H. Pine Grove Cemetery Deed- Beverly Ebbeling/Vote to approve the sale of lot No. 315 A & B, Woodlawn Ave.**

**-Copy of Pine Grove Cemetery Deed**

**I. Fall Annual Town Meeting / Vote to sign warrant upon completion and final review by Town Counsel/No documentation**

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

## TRANSFER OF LICENSE

To apply for a transfer of alcoholic beverages retail license, you will need the following:

- **\$200 Fee** paid online through our online payment link: [ABCC PAYMENT WEBSITE](#)
- **Monetary Transmittal Form**
- **DOR Certificate of Good Standing** This must be obtained by the seller, not the buyer.
- **DUA Certificate of Compliance** This must be obtained by the seller, not the buyer.
- **Transfer Application**
- **Manager Application**
- **Vote of the Entity**
- **Business Structure Documents**
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Purchase and Sales Agreement**
- **Proof of Citizenship** for the proposed Manager of Record.
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Advertisement**
- **Additional information, if necessary, utilizing the formats provided and or any affidavits.**
- **Management Agreement**, if applicable, requires the following :
  - Management Agreement Application
  - Management Agreement
  - Vote of the Entity
  - CORI Forms for all listed in Section 13 and attachments

*Please Note: You may be requested to submit additional supporting documentation if necessary.*



ABCC fee monetary transmittal form

Ben Roesch <murderhilllc@gmail.com>

## Receipt from nCourt

1 message

customerservice@ncourt.com <customerservice@ncourt.com>  
To: murderhilllc@gmail.com

Tue, Jan 2, 2024 at 9:22 PM

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

### Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail  
Address 1: 95 Fourth Street, Suite 3  
City: Chelsea  
State: Massachusetts  
Zip: 02150

### Payment On Behalf Of

First Name: Adrienne Last Name: Roesch  
Address 1: 670 Linwood Ave  
Address 2: Building C  
City: Whitinsville State/Territory: MA Zip: 01588  
Phone: (508) 993-1200

Description	ID	Service Fee	Amount
FILING FEES-RETAIL	03389-PP-0904	\$4.70	\$200.00

Receipt Date: 1/2/2024 9:22:48 PM EST  
Invoice Number: 8ce2f57a-bab9-452b-9ac5-9d17e57e5229

Total Amount Paid: \$204.70

### Billing Information

First Name Benjamin  
Last Name Roesch  
Address 1 860 West Brookfield Rd  
City New Braintree  
State/Territory MA  
Zip 01531  
Email murderhilllc@gmail.com

### Credit / Debit Card Information

Card Type MasterCard  
~~Card Number xxxxxxxx2749~~

IMPORTANT INFORMATION >>

Please include the payment receipt with your application. Thank you.





*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/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>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 SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL**

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



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1182871328  
Notice Date: December 20, 2023  
Case ID: 0-002-266-608



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



PURGATORY BEER CO, LLC  
670 LINWOOD AVE BLDG C  
WHITINSVILLE MA 01588-2068

### ***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, PURGATORY BEER CO, LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### ***What if I have questions?***

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### ***Visit us online!***

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau



**Certificate of Compliance**

Date: November 28, 2023

Letter ID: L0000312280

Employer ID (FEIN): XX-XXX3447

PURGATORY BEER CO LLC  
~~XXXXXXXXXX~~  
SUTTON MA 01590-2755

Certificate ID: L0000312280

The Department of Unemployment Assistance certifies that as of 27-Nov-2023, PURGATORY BEER CO LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Sincerely,

Katie Dishnica, Director  
Department of Unemployment Assistance

**Questions?**

Revenue Enforcement Unit  
Department of Unemployment Assistance  
Email us: Revenue.Enforcement@detma.org  
Call us: (617) 626-5750



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 Town of Northbridge

**1. TRANSACTION INFORMATION**

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

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

Transfer of Farmer Brewer series pouring permit from Purgatory Beer Company LLC to Murder Hill LLC. Murder Hill LLC will be operating the same type of business at the same location as previous licensee, a brewery and taproom.

**2. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	Farmer Series Pouring Permit	Malt	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 03389-PP-0904 FEIN 92-2001372

Entity Name Murder Hill LLC

DBA Murder Hill Manager of Record Adrienne Roesch

Street Address 670 Linwood Ave. Building C Whitinsville, MA 01588

Phone ~~774-477-4160~~ Email info@murderhill.com

Add'l Phone ~~774-757-4411~~ Website www.murderhill.com

**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.

Two story building with Murder Hill LLC occupying the first floor. Approximately 2400 sq ft indoor space and 367.5 sq ft outdoor space. 1 entrance/exit at front of building: loading area on side of building. 1 men's and 1 women's restroom, office, utility room, 1,098 sq ft retail area and bar, 370 sq ft brew area, and 140 sq ft cooler. Outdoor seating 367.5 sq ft

Total Sq. Footage	<u>2767.5</u>	Seating Capacity	<u>50</u>	Occupancy Number	<u>50</u>
Number of Entrances	<u>1</u>	Number of Exits	<u>1</u>	Number of Floors	<u>1</u>

**APPLICATION FOR A TRANSFER OF LICENSE**

**5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST**

Transferor Entity Name	Purgatory Beer Company LLC	By what means is the license being transferred?	Purchase
------------------------	----------------------------	---	----------

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

Name of Principal	Title/Position	Percentage of Ownership
Kevin M Mulvehill	member	50
Brian H DiStefano	member	50

**6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST**

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

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

Name of Principal	Residential Address	SSN	DOB
<b>Adrienne Roesch</b>	<del>50</del> Brunnell Dr Holden, MA 01520	<del>018628796</del>	<del>01/29/1980</del>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Member	52	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident		<input checked="" type="radio"/> Yes <input type="radio"/> No	
Name of Principal	Residential Address	SSN	DOB
<b>Benjamin Roesch</b>	<del>50</del> Brunnell Dr Holden, MA 01520	<del>017702986</del>	<del>06/23/1978</del>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Member	48	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident		<input checked="" type="radio"/> Yes <input type="radio"/> No	
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident		<input type="radio"/> Yes <input type="radio"/> No	
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident		<input type="radio"/> Yes <input type="radio"/> No	

**APPLICATION FOR A TRANSFER OF LICENSE**

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

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

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

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

Additional pages attached?  Yes  No

**CRIMINAL HISTORY**

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

Yes  No

**6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

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

Name	License Type	License Name	Municipality
Wormtown Brewery	Farmer Brewer	Farmer Brewer pouring permit	Worcester

**6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes  No

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	

## APPLICATION FOR A TRANSFER OF LICENSE

### 6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

### 7. CORPORATE STRUCTURE

Entity Legal Structure

LLC

Date of Incorporation 01/25/2023

State of Incorporation

Massachusetts

Is the Corporation publicly traded?  Yes  No

### 8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Linwood Mill LLC - Bill Giannopoulos

Landlord Phone 508-864-7994

Landlord Email billgfdl@gmail.com

Landlord Address 670 Linwood Ave. Linwood, MA 01525

Lease Beginning Date 12/13/2023

Rent per Month 2800

Lease Ending Date 12/13/2028

Rent per Year 36600

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

Yes  No

### 9. APPLICATION CONTACT

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

Name: Adrienne Roesch

Phone: 508-259-6290

Title: Member

Email: murderhillllc@gmail.com

**APPLICATION FOR A TRANSFER OF LICENSE**

**10. FINANCIAL DISCLOSURE**

A. Purchase Price for Real Estate	<input type="text"/>
B. Purchase Price for Business Assets	150000
C. Other* (Please specify)	<input type="text"/>
D. Total Cost	150000

\*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
Adrienne and Benjamin Roesch	150000
Total:	150,000

**SOURCE OF FINANCING**

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

**FINANCIAL INFORMATION**

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

Personal Savings - SEI account statement attached

**11. PLEDGE INFORMATION**

Please provide signed pledge documentation.

Are you seeking approval for a pledge?  Yes  No

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

To whom is the pledge being made?



**12. MANAGER APPLICATION**

**A. MANAGER INFORMATION**

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

Proposed Manager Name  Date of Birth  SSN   
Residential Address   
Email  Phone   
Please indicate how many hours per week you intend to be on the licensed premises

**B. CITIZENSHIP/BACKGROUND INFORMATION**

Are you a U.S. Citizen?\*  Yes  No \*Manager must be a U.S. Citizen  
If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.  
Have you ever been convicted of a state, federal, or military crime?  Yes  No  
If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

**C. EMPLOYMENT INFORMATION**

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

Start Date	End Date	Position	Employer	Supervisor Name
2010		Self Employed	Self Employed	Self

**D. PRIOR DISCIPLINARY ACTION**

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

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

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

Manager's Signature  Date

### 13. MANAGEMENT AGREEMENT

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

Yes  No

If yes, please fill out section 13.

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

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

### 13A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone
<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**

Signature:   
 Title:   
 Date:

**Management Agreement Entity Officer/LLC Manager**

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.

A large, empty rectangular box with a thin black border, occupying the majority of the page below the text. It is intended for the applicant to provide additional information or clarify previous answers.

## APPLICANT'S STATEMENT

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

of Murder Hill LLC  
Name of the Entity/Corporation

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date:

01/3/2024

Title:

Member

**CORPORATE VOTE**

The Board of Directors or LLC Managers of  Entity Name  
duly voted to apply to the Licensing Authority of  and the  
City/Town  
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on   
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize   
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   
Name of Liquor License Manager

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

A true copy attest,

  
Corporate Officer /LLC Manager Signature

Adrienne Roesch  
(Print Name)

For Corporations ONLY

A true copy attest,

  
Corporation Clerk's Signature

Benjamin Roesch  
(Print Name)

**ADDENDUM A**

**6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)**

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, LLP Partners, Trustees etc.).

Entity Name	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)
<input style="width: 250px; height: 25px;" type="text"/>	<input style="width: 150px; height: 25px;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 250px; height: 25px;" type="text"/>	<input style="width: 330px; height: 25px;" type="text"/>	<input style="width: 120px; height: 25px;" type="text"/>	<input style="width: 120px; height: 25px;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 280px; height: 25px;" type="text"/>	<input style="width: 100px; height: 25px;" 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: 250px; height: 25px;" type="text"/>	<input style="width: 330px; height: 25px;" type="text"/>	<input style="width: 120px; height: 25px;" type="text"/>	<input style="width: 120px; height: 25px;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 280px; height: 25px;" type="text"/>	<input style="width: 100px; height: 25px;" 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: 250px; height: 25px;" type="text"/>	<input style="width: 330px; height: 25px;" type="text"/>	<input style="width: 120px; height: 25px;" type="text"/>	<input style="width: 120px; height: 25px;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 280px; height: 25px;" type="text"/>	<input style="width: 100px; height: 25px;" 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: 250px; height: 25px;" type="text"/>	<input style="width: 330px; height: 25px;" type="text"/>	<input style="width: 120px; height: 25px;" type="text"/>	<input style="width: 120px; height: 25px;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 280px; height: 25px;" type="text"/>	<input style="width: 100px; height: 25px;" 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: 250px; height: 25px;" type="text"/>	<input style="width: 330px; height: 25px;" type="text"/>	<input style="width: 120px; height: 25px;" type="text"/>	<input style="width: 120px; height: 25px;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 280px; height: 25px;" type="text"/>	<input style="width: 100px; height: 25px;" 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: 250px; height: 25px;" type="text"/>	<input style="width: 330px; height: 25px;" type="text"/>	<input style="width: 120px; height: 25px;" type="text"/>	<input style="width: 120px; height: 25px;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 280px; height: 25px;" type="text"/>	<input style="width: 100px; height: 25px;" 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: 250px; height: 25px;" type="text"/>	<input style="width: 330px; height: 25px;" type="text"/>	<input style="width: 120px; height: 25px;" type="text"/>	<input style="width: 120px; height: 25px;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 280px; height: 25px;" type="text"/>	<input style="width: 100px; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

**CRIMINAL HISTORY**

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

Yes  No

## Business Entity Summary

ID Number: 001632613

[Request certificate](#)

[New search](#)

Summary for: MURDER HILL LLC

<b>The exact name of the Domestic Limited Liability Company (LLC):</b> MURDER HILL LLC		
<b>Entity type:</b> Domestic Limited Liability Company (LLC)		
<b>Identification Number:</b> 001632613		
<b>Date of Organization in Massachusetts:</b> 01-25-2023		<b>Date of Revival:</b>
<b>Last date certain:</b>		
<b>The location or address where the records are maintained</b> (A PO box is not a valid location or address):		
Address: 82 WENDELL AVE. STE 100		
City or town, State, Zip code, Country: PITTSFIELD, MA 01201 USA		
<b>The name and address of the Resident Agent:</b>		
Name: NORTHWEST REGISTERED AGENT SERVICE INC		
Address: 82 WENDELL AVE. STE 100		
City or town, State, Zip code, Country: PITTSFIELD, MA 01201 USA		
<b>The name and business address of each Manager:</b>		
Title	Individual name	Address
<b>In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:</b>		
Title	Individual name	Address
SOC SIGNATORY	ADRIENNE ROESCH	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA
SOC SIGNATORY	BENJAMIN ROESCH	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA
<b>The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:</b>		
Title	Individual name	Address
REAL PROPERTY	BENJAMIN ROESCH	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA
REAL PROPERTY	ADRIENNE ROESCH	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA
<b>Consent</b> <b>Confidential Data</b> <b>Merger Allowed</b> <b>Manufacturing</b>		
<b>View filings for this business entity:</b>		
ALL FILINGS Annual Report Annual Report - Professional Articles of Entity Conversion Certificate of Amendment Certificate of Revival		
<a href="#">View filings</a>		
<b>Comments or notes associated with this business entity:</b>		
<div style="border: 1px solid black; height: 40px;"></div>		

[New search](#)





**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**  
 (General Laws, Chapter )

Identification Number: 001632613

1. The exact name of the limited liability company is: MURDER HILL LLC

2a. Location of its principal office:

No. and Street: 82 WENDELL AVE.  
STE 100  
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 82 WENDELL AVE.  
STE 100  
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

THE PURPOSE OF ORGANIZATION INCLUDES, BUT IS NOT LIMITED TO: MAKING AND SELLING ALCOHOLIC BEVERAGES MADE WITH LOCAL INGREDIENTS

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: NORTHWEST REGISTERED AGENT SERVICE INC  
 No. and Street: 82 WENDELL AVE.  
STE 100  
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

I, TAYLOR NEWMAN OF NORTHWEST REGISTERED AGENT SERVICE INC resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	ADRIENNE ROESCH	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA
SOC SIGNATORY	BENJAMIN ROESCH	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA

**8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ADRIENNE ROESCH	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA
REAL PROPERTY	BENJAMIN ROESCH	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 25 Day of January, 2023,  
NAT SMITH**

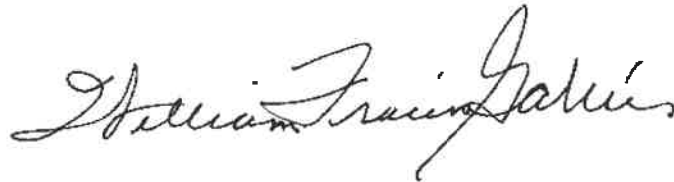
*(The certificate must be signed by the person forming the LLC.)*

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

January 25, 2023 10:57 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*

## LEASE

Lease made this 13th day of December, 2023, between **Linwood Mill, LLC**, a Massachusetts limited liability company having its principal place of business located at 670 Linwood Avenue, Linwood, Massachusetts 01525 (“Landlord”), and **Murder Hill LLC**, a Massachusetts limited liability company having its principal place of business located at 82 Wendell Avenue, Suite 100, Pittsfield, Massachusetts 01201 (“Tenant”).

### WITNESSETH

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

A certain area consisting of approximately 2,400 square feet of floor area located within the “Linwood Mill Commercial Development” complex located at 670 Linwood Avenue, Linwood, Massachusetts 01525 (the “Building”) and known as the Ground Floor Level of Building C (the “Premises”). The location and approximate area of the Premises is shown on EXHIBIT A attached hereto and made a part hereof. The Premises are included within an area designated as commercial space in a mill building complex containing, in addition to commercial tenants on the first floor, residential tenants on the upper floors. The 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.

Upon the Commencement Date of this Lease, Landlord shall deliver to Tenant the 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 initial term (the “Initial Term”) of this Lease shall be for a period of five (5) years commencing (the “Commencement Date”) on that date which is the later of: (a) the date that Tenant acquires the assets of the current tenant of the Premises; or (b) the date that Tenant receives local and state approval for the transfer of the retail liquor license for the Premises from the current tenant to Tenant. Provided Tenant is not then in default, Tenant shall have the option to extend this Lease for two (2) additional five (5) year periods (each an “Option Period”) by giving written notice to Landlord of Tenant's intent to extend at least six (6) months prior to the expiration of the

exclusive of structural repairs. Also excluded from the calculation of additional rent charges shall be the following:

1. All expenses for which Landlord is compensated directly by third parties (such as other tenants) or by insurance proceeds;
2. All costs covered by warranties of manufacturers, suppliers or contractors;
3. All costs associated with the construction of tenant improvements made specifically and exclusively for other tenants of this building; and
4. All capital expenditures and improvements.

(c) For purposes of the preceding two (2) subparagraphs (a) and (b), Tenant's proportionate share shall be seven percent (7%), calculated based on that fraction determined by the ratio of square footage occupied by Tenant which will be considered to be 2,400 square feet as compared to the total square footage of the commercial space floor area of which the Premises are a part. IT IS THE INTENT OF THIS AGREEMENT THAT TENANT'S OCCUPANCY OF THE LEASED PREMISES SHALL BE NET, NET, NET TO LANDLORD.

(d) Payments to be made under the preceding paragraphs shall be paid by Tenant (i) within thirty (30) days of being presented with a bill for the same or (ii) at the option of Landlord, Tenant shall pay one-twelfth (1/12) of the estimated annual expense for the same with each monthly rent payment. Landlord shall adjust the monthly payments based on actual billings within sixty (60) days of the close of each calendar year.

Tenant shall have the right, within sixty (60) days of the close of the calendar year to audit the books and records relating to Common Area Charges at the location where the books and records are typically kept by Landlord. Any adjustments required by said audit shall be made within thirty (30) days of notice of the same.

3. UTILITIES: Tenant agrees to pay promptly all bills chargeable to the 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 Premises at the time of execution of this Lease unless otherwise set forth herein.

defects not resulting from Tenant. All damage or injury done to the Building or the Premises by Tenant or by any person who may be in or upon the 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 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, including against intrusion of water from exterior, natural sources. Tenant shall be responsible for, and shall indemnify and save harmless Landlord against and from any damage or injury done to the Premises caused by intrusion of water from interior sources and not caused by the gross negligence of Landlord. Tenant shall promptly and regularly remove all rubbish from the 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 Premises free of litter, rubbish and debris between the times of Landlord's normal maintenance of the same.

Tenant will inspect and accept the Premises upon commencement of this lease and agrees that, at the expiration of this Lease or upon earlier termination thereof, to quit and surrender the 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 its agents to enter the 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 to show the Premises at the end of the Initial Term or any extensions thereof to prospective tenants. Landlord shall not unreasonably interfere with Tenant's quiet enjoyment of the 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 the 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

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 then 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 Premises rendering the same unfit for use or occupation, a just proportion of the rent hereinafter reserved, according to the nature and extent of the injury sustained by the Premises shall be abated according to the amount in value of such remaining space and not adjusted solely on the basis of square footage.

12. DAMAGE AND LOSS: To the maximum extent that this Lease 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 and hold Landlord harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury arising from or out of any occurrence in, upon, or at the Premises, or the occupancy or use by Tenant of the Premises or any part thereof or occasioned wholly or in part by any negligent act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires, except to the extent due to the negligence of Landlord, its agents, servants, or employees. 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 Premises without hindrance or molestation by anyone

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 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 Premises at any time during the demised term. Should Tenant vacate or abandon the 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 at the Premises upon Tenant's abandonment, without duty to account to Tenant for such personal property.
17. ASSIGNMENTS AND SUBLETTING: Tenant shall not assign or sublet this Lease or any interest therein. 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.
19. SUBORDINATION: Tenant agrees to subordinate its rights under this Lease to any mortgages that have heretofore or are hereafter placed on the Premises and agrees not to encumber its leasehold interest. No instrument executed by 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 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 the Premises shall be taken or condemned, and, as a result thereof, there shall be such a major change in the character of the Premises as to



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 other than the failure to pay the particular rental so accepted and acceptance of any partial payment of rent shall not relieve Tenant from the obligation to pay the additional amounts due hereunder, including 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 the present value of all unpaid rent and common charges calculated through the end of the Initial Term or exercised Option Term if applicable, minus the fair rental value of the Premises for such period that would be received by Landlord for reletting the Premises, 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 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 Hazardous Materials in or upon the Premises; (c) to allow both Landlord and Landlord's mortgagee or agent periodically to inspect the 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 Hazardous Materials in or upon the Premises but only to the extent that Tenant generated, used on the Premises, or otherwise knowingly permitted such Hazardous Materials to be brought upon the Premises.

Hazardous Materials, for the purposes of this paragraph, 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 Chapter 21C and Chapter 21E.

Tenant's obligations to hold harmless and indemnify Landlord under this Lease shall not apply to any condition such as Hazardous Materials or otherwise existing upon the Premises prior to the term of this Lease.

23. SIGNS: Tenant shall be permitted to erect signage as set forth on Exhibit C. Tenant shall not erect, place or allow to be placed on the Premises or any part of the Building or Landlord's property any other sign of any nature without the prior written consent of Landlord. In addition to Landlord's approval, any such other signage may be subject to historical or other commission or board

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

Linwood Mill, LLC, Landlord

DocuSigned by:  
*William E. Giannopoulos*  
C99F7C5ED6E641D...

William E. Giannopoulos, Manager

DocuSigned by:  
*Patricia L. Giannopoulos*  
29FBEE8B3C48496...

Patricia L. Giannopoulos, Manager

Murder Hill LLC, Tenant

DocuSigned by:  
*Adrienne Roesch*  
B48F40390E91467...

Adrienne Roesch, Manager

DocuSigned by:  
*Benjamin Roesch*  
A454DF07020E411...

Benjamin Roesch, Manager

**EXHIBIT B**

**Landlord's work: NONE**

GUARANTY OF LEASE

LANDLORD: Linwood Mill, LLC

TENANT: Murder Hill LLC

PROPERTY: Building C, 670 Linwood Avenue, Linwood, Massachusetts 01525

DATE OF LEASE: December 13, 2023

The undersigned Guarantor, jointly and severally if there be more than one, unconditionally guarantees to Landlord and the successors and assigns of Landlord the full and punctual performance and observance, by Tenant, of all the terms, covenants and conditions of the Lease contained on Tenant's part to be kept, performed or observed.

The liability of Guarantor hereunder shall in no way be affected by: (a) the release or discharge of Tenant in creditors', receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's 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; or (c) the rejection or disability or other defense of Tenant.

This guarantee shall apply to the Lease, any extension or renewal thereof, and any holdover term following the Initial Term and 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 Guarantor and Landlord.

In Witness whereof, Guarantor has hereunto set their hand and seal this 13th day of December, 2023.

DocuSigned by:  
*Robert Tedesco*  
6B7F123A72E04B9...

Witness to Guarantor

DocuSigned by:  
*Adrienne Roesch*  
B48F40390E91467...

Adrienne Roesch, Guarantor

DocuSigned by:  
*Robert Tedesco*  
6B7F123A72E04B9...

Witness to Guarantor

DocuSigned by:  
*Benjamin Roesch*  
A454DF07020E411...

Benjamin Roesch, Guarantor





**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**

January 8, 2024

Via EMAIL: [ganlegpubnotices7@gannett.com](mailto:ganlegpubnotices7@gannett.com)

To Whom It May Concern:

Please place the following Legal Notice in the Worcester Telegram & Gazette for **Thursday, January 11, 2024:**

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**TOWN OF NORTHBRIDGE  
PUBLIC HEARING NOTICE**

Notice is hereby given, under Chapter 138, Section 15A, of the MGLs that a Public Hearing will be held on **Monday, January 22, 2024, at 7:05 PM** in the Selectmen's Meeting Room, Northbridge Town Hall, 7 Main Street, Whitinsville, MA to consider the transfer of the Farmer Series Pouring Permit from Purgatory Beer Company, LLC [Kevin Mulvehill, Mgr.], 670 Linwood Avenue, Building C 111A, Whitinsville, MA 01588 to Murder Hill LLC [Adrienne Roesch, Mgr.] at the same location. The description of the premises is as follows:

Two-story building with Murder Hill LLC occupying the first floor. Approximately 2,400 sq. ft. indoor space and 367.5 sq. ft. outdoor space. 1 entrance/exit at front of building; loading area on side of building. 1 men's and 1 women's restroom, office, utility room, 1,098 sq. ft. retail area and bar, 370 sq. ft. brew area, and 140 sq. ft. cooler. Outdoor seating on the side of the building 367.5 sq. ft.

Russell D. Collins, Chairman  
Northbridge Board of Selectmen  
January 11, 2024

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Please send bill and tear sheets to: Northbridge Town Hall  
Town Manager's Office  
7 Main Street  
Whitinsville, MA 01588

Sincerely,

*Sharon L. Susienka*

Sharon L. Susienka  
Exec. Asst. to the Town Manager

c: Ben and Adrienne Roesch

## Sharon Susienka

---

**From:** Gannett Legals Public Notices 7 <ganlegpubnotices7@gannett.com>  
**Sent:** Monday, January 08, 2024 2:34 PM  
**To:** Sharon Susienka  
**Subject:** RE: 9721065 Legal Ad - Account #692716  
**Attachments:** 9721065.pdf

Please find your order confirmation and proof of ad attached.

Your ad is set to run in TELEGRAM & GAZETTE on 1/11 for \$61.64.  
Order # 9721065.

The order cost includes an affidavit, that will be mailed to you 7-10 business after the last day of the ad printing. Please reply by 4pm with any changes.

All orders are subject to a 3.99% service fee if paid with a credit card. As an incentive for customers, we provide a discount off the order cost equal to the 3.99% service fee if you pay with ACH. Pay by ACH and Save!  
Final Order cost provided at time of payment and via a receipt.

**Your notice is scheduled to run per your request and will publish unless you reply to this email requesting changes or to cancel.**

In the future, be on the lookout for access to our online self-serve ad portal in your local publication to conveniently place future legal notices.

Thanks,

\*NOTE: We are not legally trained, and it is your responsibility to make sure your AD meets the requirements of your State/Court which includes wording and publication times. Please verify all information is there and that it is correct. If your ad is not complaint with applicable law and needs to be re-published you will be responsible for all additional fees incurred.

**Mindy Kardane**  
**Public Notice Representative**



Office: 833-790-0905

*\* Please always include Acct # & Name of Publication requested*

*To sign up for the convenience of having your invoice **emailed** to you, contact [abgspecial@gannett.com](mailto:abgspecial@gannett.com). Once enrolled, you can make online payments and view e-tearsheets.*

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**From:** Sharon Susienka <ssusienka@northbridgemass.org>  
**Sent:** Monday, January 8, 2024 11:53 AM  
**To:** Gannett Legals Public Notices 7 <ganlegpubnotices7@gannett.com>  
**Cc:** Melissa Ciaramitaro <mciaramitaro@northbridgemass.org>  
**Subject:** 9721065 Legal Ad - Account #692716

# Purchase and Sales Agreement

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made and effective as of the 12th day of November, 2023 ("Effective Date") by and between Murder Hill LLC ("Buyer") and Purgatory Beer Company, LLC ("Seller").

WHITNESSETH:

WHEREAS, Buyer wishes to buy and Seller wishes to sell to Buyer the Assets (as hereinafter defined):  
and

WHEREAS, the parties wish to memorialize the terms and conditions of the purchase and sale of the Assets in a written agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions provided below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto hereby agree as follows:

1. **Sale and Purchase of Assets.** At the "Closing" as hereinafter defined and subject to the terms and conditions of this Agreement, Seller agrees to sell and Buyer agrees to purchase all of the following assets, tangible and intangible, which are used or useful in the business operations of the Seller and as more specifically defined below (collectively, the "Assets"):
  - a. **Equipment.** All of the equipment, fixtures, and other items of personal property related to the Business listed in Exhibit A attached hereto and made a part hereof.
  - b. **Intangibles.** All intangible assets of the business operations of the Seller, including without limitations, all customer lists and e-mail addresses, supplier lists, licenses, computer software licenses, advertising material and listings, supplies. "Yellow Pages" listings, "White Pages" listings, any and all URL's listed on the World Wide Web, telephone numbers, all existing customer contracts, accounts receivable for existing customers of Seller and Seller's goodwill in the business.
  - c. **Inventory.** All of the inventory of Seller on hand used for the operating of Seller's business and/or performance of Seller's primary business function as of the Closing, including without limitation those items listed in Exhibit B attached hereto and made a part hereof.
  - d. **Excluded Assets.** (i) Any equipment, fixtures, and other items of personal property not listed on Exhibit A; and (ii) any liability not expressly assumed by Buyer herein for the Assets that accrue before Closing are the sole liabilities and responsibility of the Seller, and Seller shall continue to be responsible for those liabilities that accrue for activity prior to Closing. In furtherance and not in limitation, Buyer assumes no responsibility for any obligations now owed or to come due to any employees of Seller.
  - e. **Conditions of Closing.** In addition to the other covenants and conditions set forth in this Agreement, as conditions to Buyer's obligation to purchase the Assets: (i) Seller shall have transferred to Buyer all licenses and permits necessary for the operation of the business, if



transferable, including without limitation from the Alcoholic Beverages Control Commission and (ii) Buyer, acting in good faith, shall have entered into a lease at prevailing terms for the premises currently occupied by Seller at 670 Linwood Ave., Building C, Northbridge, Massachusetts. Seller will provide information and assistance reasonably requested by Buyer to complete the conditions set forth in this Section 1(e).

- f. Social Media. Seller and Buyer shall cooperate to re-direct Seller's website and all Seller's social media accounts to Buyer.
- g. Subsequent Liquidation/Dissolution of Seller. Without the consent of the Buyer, Seller shall not reorganize, liquidate or dissolve prior to December 31, 2024.

**This Agreement constitutes a sale of certain assets of Seller only and is not a sale of any stock in any entity comprising of all or any part of the Seller.**

2. Purchase Price. Buyer shall pay the Seller, as the total purchase price for the Assets an amount equal to One Hundred Seventy-Four Thousand Dollars (\$174,000) ("the Purchase Price"). The Purchase Price shall be paid to Seller in immediately available funds as follows: (a) One Hundred Fifty Thousand Dollars (\$150,000) ("the Initial Payment") at the Closing and (b) Twenty-Four Thousand Dollars (\$24,000) in twenty-four (24) equal monthly installments of one thousand dollars (\$1,000) each on the \_\_\_1st\_ day of each calendar month commencing \_July, 2024\_\_\_ (the "Subsequent Payments"). The Subsequent Payments are subject to offset for indemnification claims under Section 8(a) or 8(c).

3. Covenant of Seller. Seller promises, covenants and agrees that Seller shall provide to Buyer, on or about the Closing Date, all of its billing records, any other records relating to customer accounts, and any other records required by Buyer.

4. Seller's Representations and Warranties. Seller makes the following representations and warranties and agrees the same shall be true and correct as of the Closing and for a period of not less than one (1) year thereafter, where applicable:

- a. Seller has full power and authority to execute and deliver this Agreement, to perform or cause to be performed its obligations hereunder and to consummate or cause to be consummated the transactions contemplated hereby.
- b. The execution of this Agreement and the consummation of the transaction contemplated herein does not conflict with or violate any provisions of or create a breach of any agreement to which Seller or either Member is a party.
- c. Seller has, and will deliver to Buyer at Closing, good and marketable title to all Assets to be transferred pursuant to this Agreement, free and clear of and from any claims, liens, encumbrances, security interest or liabilities.
- d. Except as may be expressly contemplated in this Agreement, there has not been any material adverse change in the Assets, taken as a whole, or in the business of Seller and such business of Seller has been conducted only in the ordinary course.

- e. There is no claim, action, suit, proceeding or investigation pending or, to the Knowledge of Seller, threatened, against or involving Seller or one or more of its subsidiaries which questions the validity of this Agreement or seeks to prohibit or enjoin or otherwise challenge the transactions contemplated, and, to the Knowledge of Seller, there is no basis for any such claim, action, suit, proceeding or governmental investigation.
- f. In the event any material adverse changes occur prior to the Closing Date as to any information, documents, schedules or exhibits contained or referred to in this Agreement, Seller will immediately disclose the same to Buyer when first known to Seller.
- g. All equipment included in the Assets has been well maintained and is in good operating condition, and, to Seller's or the Members knowledge, do not require any material modifications or repairs.
- h. All inventory included in the Assets is in good condition and saleable in the ordinary course of business.

Except as set forth in this Agreement, Seller and Members make no warranties of any kind with respect to the Assets and Business, including without limitation implied warranties of merchantability and fitness for particular purpose, and Buyer purchases the Assets "AS IS."

- 5. **Buyer's Representations and Warranties.** Buyer represents and warrants as follows:
  - a. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the Commonwealth of Massachusetts.
  - b. The execution of this Agreement and the consummation of the transaction contemplated herein does not conflict with or violate any provisions of the Articles of Organization or Operating Agreement of the Buyer, or any other agreement to which Buyer is a party.
- 6. **Closing.** The consummation of the transaction described in this Agreement (the "Closing") shall take place on or before December 31st, 2023, (the "Closing Date"), at the principal business office of Seller or on such other date and location as shall be mutually agreeable to Buyer and Seller. At the Closing, Seller shall evidence the transfer of title of the Assets by executing the Bill of Sale, and Buyer shall deliver the Purchase Price as provided above.
- 7. **Closing Documents and Deliveries.**
  - a. **Seller's Deliverables.**
    - (i) At the Closing, the Seller shall deliver to, or cause to be delivered to, Buyer the Bill of Sale, attached as Exhibit C, and such other instruments or transfer documents as Buyer shall reasonably deem necessary or appropriate for the sale and delivery of Assets.

- (ii) Seller shall execute all legal documents necessary to convey clear title to Buyer of the Assets transferred, and shall take such other actions as Buyer may reasonably require for Buyer to more fully and effectively take title to or assume the Assets described herein.
- (iii) At the closing, Seller shall deliver a waiver of tax lien and certificate of good standing from the Commonwealth of Massachusetts Department of Revenue.
- b. Buyer's Deliveries. At the Closing, the Buyer shall deliver to, or cause to be delivered to Seller the Initial Payment.

8. **Seller Indemnification**. The Seller shall indemnify and hold harmless the Buyer against and in respect of:

- a. all liabilities and obligations of, or claims against, the Buyer arising by reason of Seller's ownership or control of the Assets prior to the Closing Date.
- b. any damage or deficiency resulting from any misrepresentations or breach of a representation or warranty by Seller under this Agreement.
- c. all suits, proceedings, demands, assessments, judgments, costs and expenses, including reasonable attorney's fees, which may be imposed upon or incurred by or asserted against the Buyer incident to or arising out of any action, activity or operations of Seller's business prior to the Closing Date.

Promptly upon receipt of Buyer of a notice of a claim by a third party which may give rise to a claim for indemnification, Buyer shall give written notice thereof to Seller. If Seller gives to Buyer an agreement in writing, in form satisfactory to Buyer's counsel, to defend such claim, Seller may, at their sole expense, undertake the defense against such claim and may contest or settle such claim on such terms, at such time and in such manner as Seller in its sole discretion shall elect and Buyer shall execute such documents and take such steps as may be reasonable necessary in the opinion of counsel for Seller to enable Seller to conduct the defense of such claims. In any and all events, each of the parties hereto shall have such access to the records and files of the other party hereto relating to any such claim as may be reasonably necessary to effectively defend or participate in the defense thereof.

The Subsequent Payments will be subject to offset, on a dollar for dollar basis, by the dollar amount of Damages for which Buyer has become entitled to indemnification as set forth in Section 8(a) or 8(c).

9. **Buyer Indemnification**. The Buyer shall indemnify and hold harmless the Seller against and in respect of:

- a. all liabilities and obligations of, or claims against, the Seller arising by reason of Buyer's ownership or control of the Assets after the Closing Date.
- b. any damage or deficiency resulting from any misrepresentations or breach of a representation or warranty by Buyer under this Agreement.

- c. all suits, proceedings, demands, assessments, judgments, costs and expenses, including reasonable attorney's fees, which may be imposed upon or incurred by or asserted against the Seller incident to or arising out of any action, activity or operations of Buyer's business as of and after the Closing Date.

Promptly upon receipt of Seller of a notice of a claim by a third party which may give rise to a claim for indemnification, Seller shall give written notice thereof to Buyer. If Buyer gives to Seller an agreement in writing, in form satisfactory to Seller's counsel, to defend such claim, Buyer may, at their sole expense, undertake the defense against such claim and may contest or settle such claim on such terms, at such time and in such manner as Buyer in its sole discretion shall elect and Seller shall execute such documents and take such steps as may be reasonable necessary in the opinion of counsel for Buyer to enable Buyer to conduct the defense of such claims. In any and all events, each of the parties hereto shall have such access to the records and files of the other party hereto relating to any such claim as may be reasonably necessary to effectively defend or participate in the defense thereof.

10. **Agreement Fully Read and Understood.** This Agreement has been carefully read by all parties, and the contents are known and understood by all parties. The recitals stated above are incorporated herein by reference. The parties have each taken the opportunity and waived or received independent legal advice from the attorneys of their choice with respect to the preparation, review and advisability of executing this Agreement. Prior to execution of this Agreement by each party, acknowledges that they have executed this Agreement after independent investigation and without fraud, duress, or undue influence.

11. **Miscellaneous.**

- a. **Bulk Sale Law.** Buyer hereby waives compliance by Seller with the provisions of the Bulk Sales Law of any state and Seller agrees to indemnify Buyer against and hold Buyer harmless from any and all claims, demands, liabilities and obligations arising out of the failure or alleged failure of the Seller to comply with any such law in respect of such sales transfers.
- b. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
- c. **Effect of Agreement.** This Agreement sets forth the entire understanding of the parties. It shall not be changed or terminated orally. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of the parties.
- d. **Severability.** If any provisions of this Agreement shall for any reason be held invalid, then the invalidity of such specific provision shall not be held to invalidate any other provisions of this Agreement which shall, therefore, remain in full force and effect.
- e. **Notices.** Any notice or other communications required or permitted hereunder shall be sufficiently given if sent by hand delivery, facsimile transmission, over night mail or registered or certified mail, postage prepaid, with return receipt requested, addressed as follows:

To Buyer as follows:

Adrienne Roesch and Ben Roesch  
50 Brunnell Dr.  
Holden, MA 01520

To Seller as follows:  
Kevin Mulvehill  
22 Jenna Lane  
Sutton, MA 01590

Brian DiStefano  
35 McGuire Rd.  
Sutton, MA 01590

Any such notice shall be deemed received by hand delivery, facsimile transmission or overnight mail upon receipt and delivery of electronic or written confirmation or if by registered or certified mail, two (2) days following proper posting with the U.S. Postal Service. Either party may change their address for purposes of giving notice upon written notice to the other party.

- f. Counterparts. This Agreement may be executed in counterparts and all such executed counterparts shall be deemed to constitute a single Agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement on the date first above written.

**BUYER**

**Murder Hill LLC**

By: Adrienne Roesch  
Adrienne Roesch  
Member

By: Benjamin Roesch  
Benjamin Roesch  
Member

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement on the date first above written.

**SELLER**

**Purgatory Beer Company, LLC**

By:   
\_\_\_\_\_  
Kevin Mulvehill  
Member

By:   
\_\_\_\_\_  
Brian DiStefano  
Member

**EXHIBIT A**  
**ASSETS**

**Brewing Equipment:**

- 6 Unitanks
- CPE Pump
- CPE Heat exchanger
- Assorted Clamps and Washers
- Sight glass
- 2 Keg Fillers
- Zahn Nagel CO2 Gauge
- Brewmation Electric Kettle (7 bbls)
- Mashtun
- Hot Water on Demand Unit (natural gas)
- Chill King 3hp Glycol Chiller
- Walk In Cooler
- Installed Glycol Loop
- Stainless steel funnel
- Keg depressurizing Tool
- Pallet jack
- Brewing Hoses
- Assorted tools
- 40 +/- 1/6 barrel kegs (purchased new)
- 30 +/- 1/6 barrel kegs (purchased used)

**Taproom Equipment:**

- Tap System ( 9 perlick taps, 2 nitro)
- Hobart commercial dishwasher
- Pretzel heater
- Bar Tops (butternut wood)
- 4 High top tables with live edge
- 8 ft live edge game table (rolling)



- **Stools (32)**
- **Mitsubishi Mini Split Air Conditioner**
- **Picnic Tables ( 3 8ft, 4 6ft)**
- **Outdoor and Indoor accent lighting**
- **Swanview security cameras**
- **POS system (2 ipads, 2 printers)**
- **Fulcrum acoustics commercial grade sound system**
- **Retractable Screen (7 ft by 4 ft)**
- **Internet enhanced meshing equipment**
- **2 ft by 3 ft movable sign**
- **2 Garbage Cans (commercial size)**

**Kitchen Equipment:**

- **Panini Press**
- **BOH certified space**
- **Commercial grade small oven**
- **Sinks (1- 3 bay, 3 hand sinks, 2 larger sinks)**
- **5 Stainless steel tables**
- **Kitchen pot, pans and accessories**
- **Stainless steel shelves**
- **Commercial grade plumbing**

**EXHIBIT B**  
**INVENTORY**

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

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

Murder Hill LLC

\*Signature of individual or Corporate Names (Mandatory)

Adrienne Boesch

By: Corporate Officer (Mandatory, if applicable)

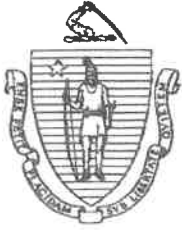
92 - 2001372

\*\* Social Security Number or Federal Identification Number

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

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

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



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: Murder Hill LLC

Address: 670 Linwood Ave Bldg C

City/State/Zip: Whitinsville MA 01588 Phone #: ~~774 477 4160~~

Are you an employer? Check the appropriate box:

- 1.  I am an employer with 0 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 Hilb Group New England LLC

Insurer's Address: 120 Turnpike Rd Ste 300

City/State/Zip: Southborough, MA 01722

Policy # or Self-ins. Lic. # WCA 557 8640 -10 Expiration Date: 12/31/2024

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: 1/4/24

Phone #: 774 477 4160

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)  
01/05/2024

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).

<b>PRODUCER</b> The Hilb Group New England, LLC 120 Turnpike Rd Suite 300 Southborough MA 01772	<b>CONTACT NAME:</b> Kathleen Batchelor <b>PHONE (A/C No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> kbatchelor@hilbgroup.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Tri-State Insurance Co of Minnesota</td> <td>31003</td> </tr> <tr> <td>INSURER B:</td> <td>Acadia Insurance Company</td> <td>31325</td> </tr> <tr> <td>INSURER C:</td> <td>Hospitality Mutual Insurance Co</td> <td>13183</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Tri-State Insurance Co of Minnesota	31003	INSURER B:	Acadia Insurance Company	31325	INSURER C:	Hospitality Mutual Insurance Co	13183	INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> MURDER HILL LLC 860 W BROOKFIELD RD NEW BRAintree MA 01531-1540																					

**COVERAGES** CERTIFICATE NUMBER: 23-24 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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	ADV5578635-10	12/31/2023	12/31/2024	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 PRIVACY BREACH \$ 25,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ADV5578635-10	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, specify under DESCRIPTION OF OPERATIONS below	Y/N N	WCA5578640-10	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Liquor Liability		CPP2002867	08/30/2023	08/30/2024	General Aggregate \$2,000,000 Products/Completed Ops \$2,000,000 Each Occurrence \$1,000,000

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

Town of Northbridge is listed as additional insured when required by written contract or agreement with the policy holder for the General Liability policy. Subject to terms, conditions and exclusions of the actual policy.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Northbridge 7 Main Street Northville MA 01568	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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A 360TRAINING COMPANY

## CERTIFICATE OF COMPLETION

This certifies that

**Benjamin Roesch**

is awarded this certificate for

**TIPS On-Premise Alcohol Server Training**



Hours  
3.00



Completion Date  
08/13/2023



Expiration Date  
08/12/2026



Certificate #  
ON-000029473332

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 877.881.2235 | www.360training.com

(CUT HERE)

(CUT HERE)



Issued: 08/13/2023  
Certificate #: ON-000029473332

Benjamin Roesch  
82 Wendell Ave  
Pittsfield MA 01201

**CERTIFIED**

Expires: 08/12/2026



Phone: 800-438-8477  
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature \_\_\_\_\_

# Certificate of Completion

This Certificate of Completion of  
**eTIPS On Premise 3.1**  
For coursework completed on September 1, 2021  
provided by Health Communications, Inc.  
is hereby granted to:

**Adrienne Roesch**

Certification to be sent to:

**Valley Malt  
27 Middle St  
Hadley MA, 01035-9702 USA**



HEALTH COMMUNICATIONS, INC.



Phone: 774-477-4160

THE COMMONWEALTH OF MASSACHUSETTS

B.2.

TOWN OF NORTHBRIDGE

APPLICATION FOR COMMON VICTUALLER LICENSE

TO THE LICENSING AUTHORITIES:

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

Murder Hill LLC (Adrienne Roesch, Mgr.)

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

TO: operate Farmer Brewer Paring Permit taproom

GIVE LOCATION BY STREET AND NUMBER:

AT: 670 Linwood Ave, Bldg C 111A Whitinsville MA 01588

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

Choose one: [ ] New License [X] Transfer

LIST THE DAYS AND HOURS OF PROPOSED OPERATION:

DURING: Monday 4-9pm Tuesday 4-9pm, Wednesday 4-9pm, Thursday 12-9pm Friday 12-9pm, Saturday 12-9pm, Sunday 12-6pm

Adrienne Roesch (Signature of Applicant)

Mailing Address:

Print Name: Adrienne Roesch

Address: 670 Linwood Ave Bldg C

City: Whitinsville

State, Zip: MA 01588

Received: 1/8/2024 3:48pm (Date) (Time)

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

Official Use only Date License Granted:



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

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

Murder Hill LLC

\*Signature of individual or Corporate Names (Mandatory)

Adrienne Roesch      Adrienne Roesch

By: Corporate Officer (Mandatory, if applicable)

92 - 2001372

\*\* Social Security Number or Federal Identification Number

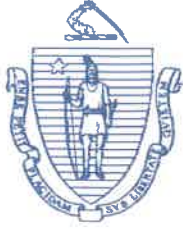
\* This license will not be issued unless this certification clause is signed by the applicant.

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

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

**Please sign form and return to:**

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



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

**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: Murder Hill LLC  
 Address: 670 Linwood Ave Bldg C  
 City/State/Zip: Whitinsville MA 01588 Phone #: 774 477-4160

**Are you an employer? Check the appropriate box:**

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

**Business Type (required):**

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

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

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

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

Insurance Company Name: The Hilb Group New England LLC  
 Insurer's Address: 120 Turnpike Rd. Ste 300  
 City/State/Zip: Southborough MA 01722  
 Policy # or Self-ins. Lic. # WCA 557 8640 -10 Expiration Date: 12/31/2024

**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: 11/4/24  
 Phone #: 774 477 4160

**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)  
01/05/2024

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).

<b>PRODUCER</b> The Hilb Group New England, LLC 120 Turnpike Rd Suite 300 Southborough MA 01772		<b>CONTACT NAME:</b> Kathleen Batchelor <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> kbatchelor@hilbgroup.com	
<b>INSURED</b> MURDER HILL LLC 860 W BROOKFIELD RD NEW BRAintree MA 01531-1540		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> Tri-State Insurance Co of Minnesota	31003
		<b>INSURER B:</b> Acadia Insurance Company	31325
		<b>INSURER C:</b> Hospitality Mutual Insurance Co	13163
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 23-24 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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:	Y		ADV5578635-10	12/31/2023	12/31/2024	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 PRIVACY BREACH \$ 25,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			ADV5578635-10	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCA5578640-10	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000 General Aggregate \$2,000,000 Products/Completed Ops \$2,000,000 Each Occurrence \$1,000,000
C	<b>Liquor Liability</b>			CPF2002887	08/30/2023	08/30/2024	Products/Completed Ops \$2,000,000 Each Occurrence \$1,000,000

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

Town of Northbridge is listed as additional insured when required by written contract or agreement with the policy holder for the General Liability policy. Subject to terms, conditions and exclusions of the actual policy.

<b>CERTIFICATE HOLDER</b>  Town of Northbridge 7 Main Street  Whitinsville MA 01568	<b>CANCELLATION</b>  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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Phone: 774-477-4160

**THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF NORTHBRIDGE**

**APPLICATION FOR ENTERTAINMENT LICENSE [WEEKDAYS ONLY]**

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto

NAME OF APPLICANT, FIRM, OR CORPORATION: Murder Hill LLC

TO: Obtain an Entertainment License for:

<b>Type:</b> (Check all that apply):			
<input checked="" type="checkbox"/> Concert	<input type="checkbox"/> Dance	<input type="checkbox"/> Exhibition	<input type="checkbox"/> Cabaret Public Show
<input checked="" type="checkbox"/> Live band	<input type="checkbox"/> Other: _____		
<b>Includes:</b>			
<input checked="" type="checkbox"/> Dancing by patrons	<input 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 type="checkbox"/> Floor show	
<input checked="" 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 checked="" type="checkbox"/> INDOOR <input type="checkbox"/> OUTDOOR <input type="checkbox"/> BOTH			

GIVE LOCATION BY STREET AND NUMBER:

AT: 670 Linwood Ave Bldg C Whitinsville MA 01588  
in said **Town of Northbridge** in accordance with the rules and regulations made under authority of said Statutes.

**Please check the day(s) and list the hours of the proposed entertainment**

Sunday\*\*

- Monday: 4-9pm
- Tuesday: 4-9pm
- Wednesday: 4-9pm
- Thursday: 12-9pm
- Friday: 12-9pm
- Saturday: 12-9pm

Print Name: Adrienne Roesch  
 Address: 670 Linwood Ave Bldg C  
 City: Whitinsville ~~MA~~  
 State, Zip: MA 01588

<b>Official Use:</b>	
Received: <u>11/8/24</u>	<u>3:50pm</u>
(Date)	(Time)
_____ Date License Granted	

Adrienne Roesch  
(Signature of Applicant)

**\*\*Please note a separate application is needed for Sunday Entertainment**

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

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

Murder Hill LLC

\*Signature of individual or Corporate Names (Mandatory)

Adrienne Boesch

By: Corporate Officer (Mandatory, if applicable)

92 - 2001372

\*\* Social Security Number or Federal Identification Number

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

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

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



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: Murder Hill LLC  
 Address: 670 Linwood Ave Bldg C  
 City/State/Zip: Whitinsville MA 01588 Phone #: 774 477-4160

**Are you an employer? Check the appropriate box:**

- 1.  I am an employer with 0 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 Hilb Group New England LLC  
 Insurer's Address: 120 Turnpike Rd Sk 300  
 City/State/Zip: Southborough, MA 01722  
 Policy # or Self-ins. Lic. # WCA 557 8640 -10 Expiration Date: 12/31/2024

**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: 1/4/24  
 Phone #: 774 477 4160

**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)

01/05/2024

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).

<b>PRODUCER</b> The Hillb Group New England, LLC 120 Turnpike Rd Suite 300 Southborough MA 01772	<b>CONTACT NAME:</b> Kathleen Batchelor <b>PHONE (A/C No. Ext):</b> <b>FAX (A/C No):</b> <b>E-MAIL ADDRESS:</b> kbatchelor@hillbgroup.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> MURDER HILL LLC 860 W BROOKFIELD RD NEW BRAintree MA 01531-1540	<b>INSURER A:</b> Tri-State Insurance Co of Minnesota NAIC # 31003
	<b>INSURER B:</b> Acadia Insurance Company 31325
	<b>INSURER C:</b> Hospitality Mutual Insurance Co 13163
	<b>INSURER D:</b>
	<b>INSURER E:</b>
<b>INSURER F:</b>	


**COVERAGES**      **CERTIFICATE NUMBER:** 23-24      **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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 <input type="checkbox"/> OTHER	Y	ADV5578635-10	12/31/2023	12/31/2024	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 PRIVACY BREACH \$ 25,000	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> H-RED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINES SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		ADV5578635-10	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCA5578640-10	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Liquor Liability		CPF2002867	08/30/2023	08/30/2024	General Aggregate \$2,000,000 Products/Completed Ops \$2,000,000 Each Occurrence \$1,000,000	

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

Town of Northbridge is listed as additional insured when required by written contract or agreement with the policy holder for the General Liability policy. Subject to terms, conditions and exclusions of the actual policy.

<b>CERTIFICATE HOLDER</b> Town of Northbridge 7 Main Street Whitinsville MA 01588	<b>CANCELLATION</b> 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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# CDBG FUNDING OPPORTUNITY

## *Public Meeting to Discuss Potential Grant Application*

**On Monday, January 22, 2024 at 7:00 PM** (Northbridge Memorial Town Hall, 7 Main Street, Whitinsville, MA 01588), the Board of Selectmen will host a Public Meeting to discuss & consider application for the next round of (CDBG) Community Development Block Grant funds through the State's Executive Office of Housing and Livable Communities (EOHLC). Your participation/input is encouraged & welcomed during this public comment period.

## *Eligible Projects*

To qualify, projects shall benefit a majority of low- to moderate- income persons or aid in the prevention or elimination of slums & blight. The following projects are eligible under the Massachusetts CDBG Program:

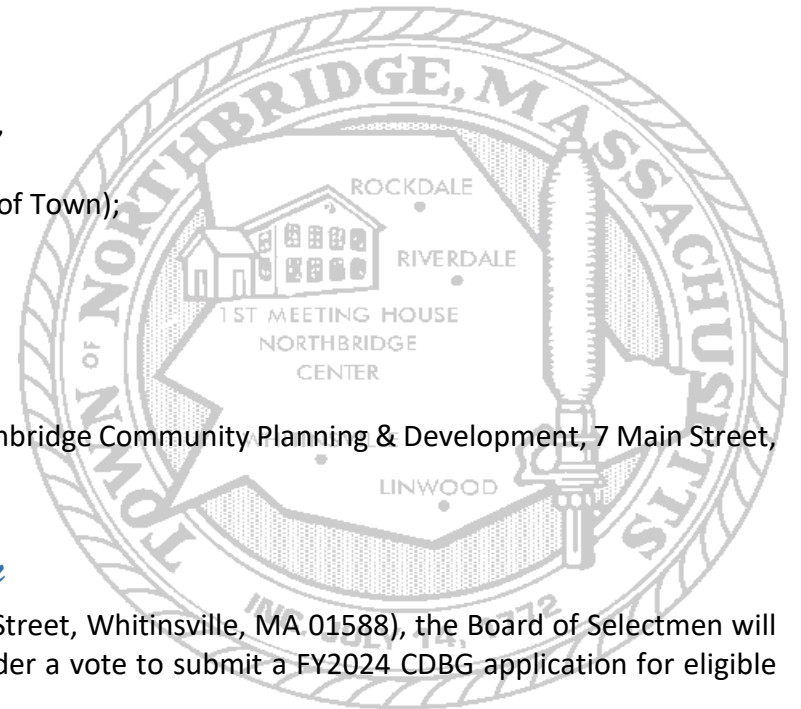
- Planning;
- Housing Rehabilitation & Creation of Affordable Housing Units;
- Economic Development Projects;
- Efforts Directed Toward Rehabilitation & Stabilization of Existing Neighborhoods, Commercial Areas And Downtowns;
- Infrastructure Improvements within Target Areas (Low/Moderate Income Areas of Town);
- Construction and/or Rehabilitation of Community Facilities; &
- Public Social Services.

## *Community Input & Public Comment*

Written comments may also be received no later than February 22, 2024 by mail to Northbridge Community Planning & Development, 7 Main Street, Whitinsville, MA 01588 or by email to [planning@northbridgemass.org](mailto:planning@northbridgemass.org).

## *Public Hearing to Consider CDBG Application Submission*

**On Monday, February 26, 2024 at 7:00 PM** (Northbridge Memorial Town Hall, 7 Main Street, Whitinsville, MA 01588), the Board of Selectmen will hold a Public Hearing to discuss progress of its current FY2020 CDBG program & consider a vote to submit a FY2024 CDBG application for eligible project(s) to be included in that application.





# Board of Selectmen Public Meeting January 22, 2024

Northbridge Memorial Town Hall

7 Main Street, Whitinsville, MA 01588



Village of Rockdale  
**CHURCH AVENUE -ROADWAY & INFRASTRUCTURE  
IMPROVEMENTS**

Community Development Block Grant (CDBG)



TOWN OF NORTHBRIDGE, VILLAGE OF ROCKDALE -CHURCH AVENUE



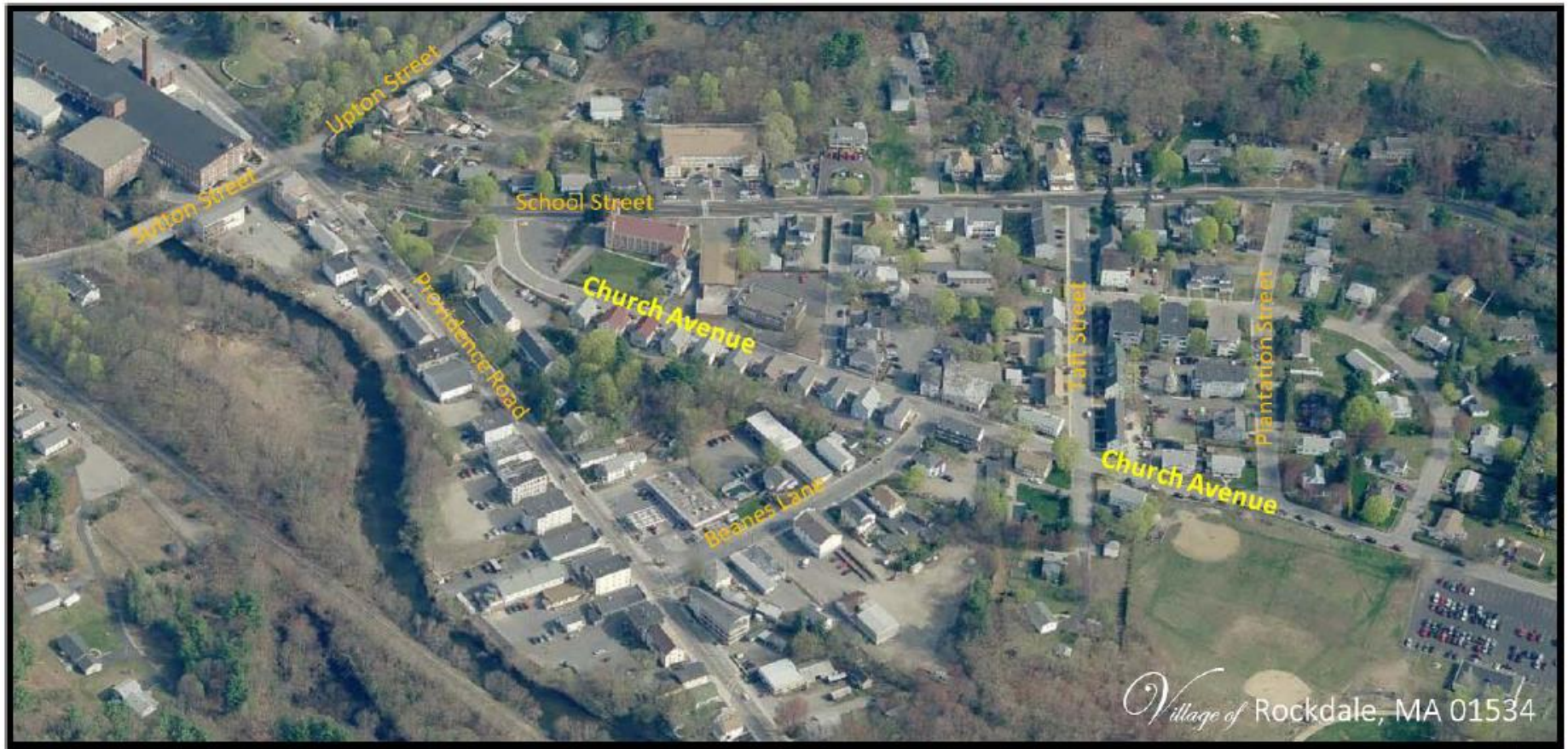
TOWN OF NORTHBRIDGE, VILLAGE OF ROCKDALE -CHURCH AVENUE

Multiphase Construction -Church Avenue Roadway & Infrastructure Improvements

- ❖ **PHASE 1 -from School St to Legion Way**  
Infrastructure Subsurface Utilities Water/Sewer/Drainage
- ❖ **PHASE 2 -from School St to Legion Way**  
Pavement/Sidewalk/Curbing

- ❖ **PHASE 3 -from Legion Way to School Street**  
Infrastructure Subsurface Utilities Water/Sewer/Drainage
- ❖ **PHASE 4 -from Legion Way to School Street**  
Pavement/Curbing/Culvert

*\*Phase 3 & Phase 4 may be combined depending on Construction Costs (\$).*



#### ROCKDALE (SBI -TARGET AREA)

**Roadway** -Church Avenue, located off School Street is a ±3,200 Linear-Foot roadway with water/sewer/drainage/gas utilities. This secondary arterial roadway services a densely populated section of Rockdale with a steady presence of cut-through traffic to avoid a 5-way intersection at Rt 122/Providence Road & Sutton Street. The Church Avenue neighborhood consists of multi-family dwellings on one end and transitions to single-family homes on the other. The town's Rockdale Playground, Oliver Ashton Little League ballfields and Legion Field are located off Church Avenue; where many residents of the area may walk to, in addition to the commercial-retail businesses located downtown (Rockdale -Providence Road) including Cumberland Farms, Northbridge House of Pizza, & Gary's Variety. Overall, the condition of Church Avenue is degraded and may be considered POOR, with many sections in structural failure; evidence of cracking, pot holes, depressions, & rutting. DPW spends a considerable amount time (& money) filling pot holes and repaving small sections of the travelway as needed. According to the DPW Director, a full-depth reclamation (2-inch base & 2-inch final asphalt) is needed for Church Avenue; this would allow for necessary changes in grading to help drainage.

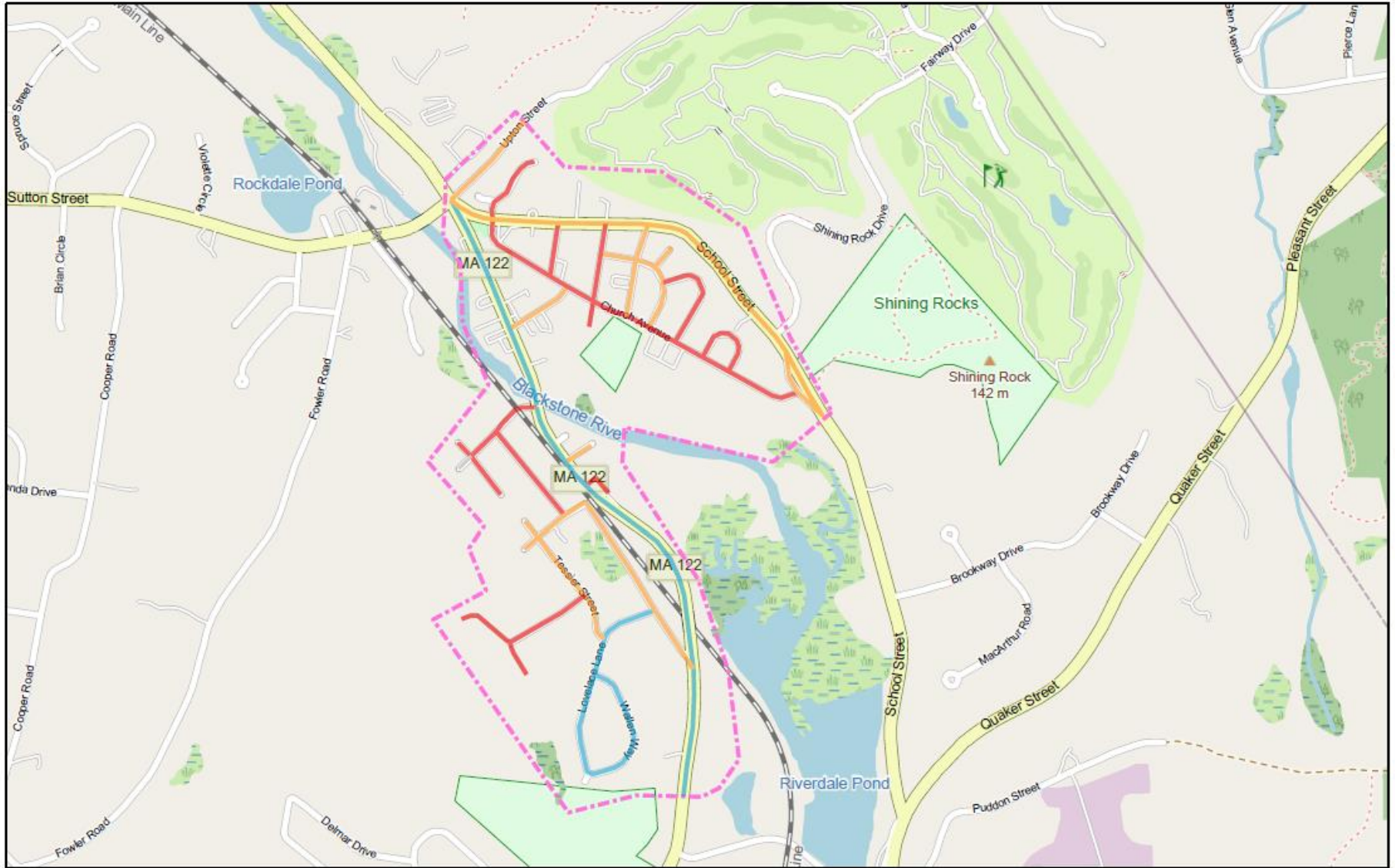
**Sidewalk** -Church Avenue has sidewalks along both sides of the travelway extending from School Street easterly to the Taft Street intersection (roughly a third of the way down the road). The sidewalk terminates prior the Rockdale Playground. Many sections of the sidewalk are cracked, sinking; with some areas below the top grade of the roadway, resulting in seasonal drainage and icing issues. Segments of the sidewalk are narrow and lack ADA ramps at crosswalk locations; this deficiency may be noted in the recently completed town-wide ADA Self-Assessment Transition Plan. *DPW Director recommends as part of a full-depth reclamation project for Church Avenue the existing sidewalk be removed & replaced, adding ADA ramps & panels, as well as extending the sidewalk along the southwesterly-side through to the Rockdale Playground (approximately 520-feet).*

**Drainage** -existing drainage system on Church Avenue is outdated, undersized and ineffective; resulting in standing water at intersections and along gutter lines. Many of the catch basins (16 total) are located within the travelway as opposed to the gutter line, where stormwater can be captured and treated. *DPW Director recommends installation of a new trunkline, capable of handling the hydraulic flows of the area.*

**Water/Sewer/Gas** -public infrastructure within Church Avenue includes municipal sewer & public water; portions of the sewer main, divided into 2 sections may date back to 1922, consisting of 6 to 8-inch clay pipe. According to the DPW Director, the northerly section extending from School Street to Plantation Street has many service calls for blockage the last several years. Many of the sewer manholes are broken and/or paved over. *Sewer Superintendent recommends a complete upgrade of the sewer main with 8-inch PVC, with all frames and current replaced with standard structures. DPW to review condition of water main with Whitinsville Water Company.*



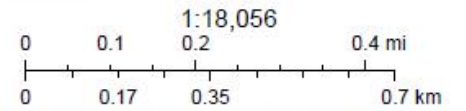
# Rockdale Infrastructure Rating Map



6/13/2022, 4:18:47 PM

Rockdale Infrastructure Overall Rating

- Poor
- Good
- Fair
- Northbridge SBIA Rockdale



Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri

2022

# Northbridge Slum & Blight Inventory



Rockdale Target Area

Report compiled by the Pioneer Valley Planning Commission for the Town of Northbridge

## SBI -ROCKDALE TARGET AREA

### CHURCH AVENUE

Zoning/Land-Use: Residential (R2, R3 & R5)

Infrastructure Age

Water Line: 1944, 1956 & 1978

Sewer Line: 1953

Road Surface: 1966

Sidewalk & Curbing: 1953

Lighting: 2018

#### \*Physical Deterioration of Public Improvements

Describe the condition of each applicable component using the category definitions found on pages 11-14.

<u>Component</u>	<u>Condition</u>
Road Surface:	Poor – alligator cracking; uneven; several sunken areas; rutting & trenching;
Water Lines:	Fair – 10” cast iron; 8” cement lined cast iron; 10” ductile iron
Sewer Lines:	Poor – 8” clay
Existing Sidewalk:	Poor – inconsistent /incomplete; major cracking; no ADA; uneven surfaces;
Curbing:	Poor – cracking & crumbling; sunken; minimal; less than ½ of roadway
Drainage:	Poor – prone to flooding; mislocated structures; sunken catch basin(s)
Parking Lot:	Fair
Lighting:	Good
Trees/Landscaping:	Poor
Park/Playground:	Fair – Rockdale Playground & ballfields

Other:

Overall Rating: (Excellent / Good / Fair / Poor) briefly state why. Poor -substandard roadway conditions, signs of major deterioration, sunken structures, deterioration of curb & gutter, high pedestrian use to adjacent businesses (Cumberland Farms, Pizza shop & variety store), playground & Rockdale Youth Center, sidewalk uneven & not ADA; sewer clay line is susceptible to root intrusion, blockage & leaks.



D.

TOWN OF NORTHBRIDGE  
CONSERVATION COMMISSION



7 MAIN STREET  
WHITINSVILLE, MASSACHUSETTS 01588  
Telephone (508) 234-0817  
Email: [conservation@northbridgemass.org](mailto:conservation@northbridgemass.org)

MEMORANDUM

TO: Board of Selectmen

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

DATE: January 08, 2024

RE: New Member Appointment

---

The Conservation Commission met with Marcella Regal on November 15, 2023 because she expressed interest in the vacancy on the Commission. After the meeting, she wanted to think about filling the vacancy. She has since let us know that she is interested. The Conservation Commission recommends that she be appointed to the Conservation Commission.

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



# TALENT BANK APPLICATION

please return to:

BOARD OF SELECTMEN  
Northbridge Town Hall  
7 Main Street  
Whitinsville, MA 01588

Pursuant to Town bylaw §4-209 (Eligibility for service),  
you must be a registered voter in order to serve.

Date: 8/16/23

Name MARCELLA REGAL

P. O. Box \_\_\_\_\_

Home Address 1650 Quaker St

Email Address MARCI boston@hotmail.com

Telephone \_\_\_\_\_ Cell 781-526-2800

Business FIXX YOUR HEALTH

Address SAME AS ABOVE Tel. 781-526-2800

Current Occupation/Title OWNER

Education Bachelor's Science

Governmental, Civic & Community Activities \_\_\_\_\_

Charitable & Educational Activities \_\_\_\_\_

Town Committees or Offices \_\_\_\_\_

I am interested in the following Committees: Conservation Commission

Please indicate whether the applicant and/or any family members are employed by the Town of Northbridge. NO

NAME: MARCELLA Regal

PRECINCT#

TOWN OF NORTHBRIDGE

COMMITTEE INTEREST (Indicate Committee preference)

- 1. Conservation Commission 4.
- 2. 5.
- 3. 6.

Conservation Commission

Present Interest or business affiliation (dates, places)

Experience: Volunteer, social service, business (dates, places)

Mentor for Big brother big sister You Inc Worcester  
 Volunteer Alzheimers unit Northbridge  
 Volunteer Childrens Hospital Boston, parents Acupuncture massage  
 took 2 students Middle school + Highschool in my home from S. Korea + Beijing defrag  
 international home stay

Observation, leadership

Special skills and education (be specific)

- First Aid
- Other languages: Hindi, Acupuncture

I'm a nature lover and have been walking the Blackstone Plummer's  
 for 3 yrs observing state its in water, trees, animals

How experience relates to particular committee interest

I would love to help create a better, cleaner, more awareness of nature  
 and how the impacts are affecting it

ADDITIONAL COMMENTS:

Mail completed form to:  
 Northbridge Town Hall  
 Office of the Town Manager  
 7 Main Street  
 Whitinsville, MA 01588

E.

2 January 2024

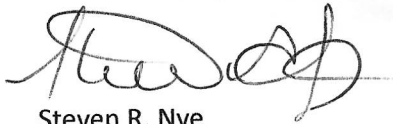
Town of Northbridge  
Board of Selectmen  
Mr. Russell Collins Chairman,

Mr. Chairman,

I would like to inform you that I am resigning my position as a member of the Building, Planning, and Construction Committee (BPCC) as of 19 January 2024.

This comes as a difficult decision to me as I have enjoyed my years on the BPCC but it is a necessary decision for me at this time. I wish to thank all the members of the BPCC and wish them all the best in the future.

Sincerely,



Steven R. Nye

Cc: Mr. Michael Beaudoin, Chairman BPCC  
Mr. Adam Gaudette, Northbridge Town Manager



**TOWN OF NORTHBRIDGE  
OFFICE OF THE TOWN CLERK**

7 MAIN STREET  
WHITINSVILLE, MASSACHUSETTS, 01588  
Phone: 508-234-2001

Linda B. Zywień, CMC  
Town Clerk  
[lzywień@northbridgemass.org](mailto:lzywień@northbridgemass.org)

Laura Medeiros  
Assistant Town Clerk  
[lmedeiros@northbridgemass.org](mailto:lmedeiros@northbridgemass.org)

TO: Sharon Susienka, Exec. Assistant to the Town Manager  
FROM: Linda Zywień, Town Clerk  
DATE: January 4, 2024  
RE: Notice of Vacancies to be Placed on Ballot (MGL C 41, s 10)

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Sharon, as Town Clerk, I certify that we have the following vacancies on elected Town boards/committees.

Upon receipt of notice from the Board of Selectmen, I will include these seats on the ballot for the May 21, 2024 Annual Town Election.

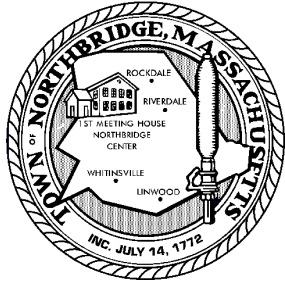
**TRUSTEES OF SOLDIERS' MEMORIALS – Veteran** **One seat (2-year term)**  
*- Due to failure to elect at the 2023 Annual Town Election, currently held by appointee Michael DeFazio*

**TRUSTEES OF SOLDIERS' MEMORIALS – Veteran** **One seat (1-year term)**  
*- Due to Ariel Lopez resignation, currently held by appointee Kenneth Harrigan*

**REDEVELOPMENT AUTHORITY** **One seat (3-year term)**  
*- Due to Michael Wilkes resignation, currently vacant*

Thank you,

TOWN OF NORTHBRIDGE  
CONSERVATION COMMISSION



7 MAIN STREET  
WHITINSVILLE, MASSACHUSETTS 01588  
Telephone (508) 234-0817  
Email: [conservation@northbridgemass.org](mailto:conservation@northbridgemass.org)

**MEMORANDUM**

TO: Board of Selectmen

FROM: Conservation Commission

CC: Barbara McNamee

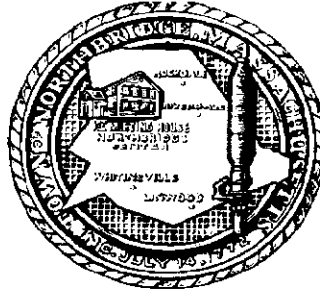
DATE: January 11, 2024

RE: Conservation Fund – Donations Acceptance

---

The Conservation Commission is in receipt of a check from Dennis and Barbara McNamee in the amount of \$50.00 for the Conservation Fund. The Town voted to establish this Conservation Fund at the Fall Annual Town Meeting 2021 (Article 7).

The Conservation Commission is looking for you to formally accept this donation on behalf of the Conservation Commission at your next available meeting. Thank you. I have included Ms. McNamee to make her aware if she wishes to attend the meeting.



## NORTHBRIDGE SAFETY COMMITTEE

September 20, 2023

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

Dear Board of Selectmen:

The Northbridge Safety Committee met **WEDNESDAY SEPTEMBER 20, 2023** at the Police Department. In attendance: Timothy Labrie, Jamie Luchini, Gary Bechtholdt, George Murray, David White, Joan Fournier, Anthony Benedetto, Michael Dempsey, Molly Obendorf and Carol Mueller

### **I. CALL MEETING TO ORDER**

Timothy Labrie called the meeting to order at 10:01 a.m.

### **II. APPROVAL OF MINUTES**

Upon motion duly made (Murray) Safety Committee voted to uphold the meeting minutes of July 19, 2023. All in favor.

### **III. CORRESPONDENCE & COMMUNICATIONS**

- The Northbridge Board of Selectman voted to accept the recommendations of the Safety Committee as outlined in the minutes of May 17, 2023.
- Request for extended sidewalk – 175 Linwood Street by Foxy Travel. Resident reports an Uxbridge project to replace sidewalks on the east side of Linwood Street ended at the Post Office. Request was made to have Northbridge finish the sidewalks leading up to where Foxy Travel parks their buses. Jamie Luchini will look into who owns the property at the easement and where the town line ends. He will do a site visit including taking pictures. This will be tabled until the next meeting. Gary Bechtholdt motioned, George Murray second, all in favor.

- Michael Dempsey (Chairman of Northbridge Parks & Rec / Youth Coordinator of youth soccer association) brought forward concerns of parking at the Northbridge Elementary School during soccer games. Youth soccer was allotted field times Mon-Fri 5pm – 7pm and Saturdays 9am – 1pm. Parents have been asked to park in the designated parking lots and walk to the field. They have been ignoring requests and parking along the side of the driveway and fire lanes. His concern is for the people walking and emergency vehicles having access. George Murray mentioned the field they are using was only supposed to be a practice field when it was first presented. Timothy Labrie suggested the police department have an officer respond to monitor parking violations, have Mr. Dempsey put up temporary signs (traffic cones) to prevent people parking along the driveway and this will be revisited at the next meeting.

#### **IV. WALMART, BULDING ADDITION (ONLINE ORDER PICK UP): SITE PLAN REVIEW**

Molly Obendorf, PE Bohler Engineering presented a site plan for 100 Valley Parkway (AP1-119). Safety Committee reviewed the proposed 8,000 square-foot building addition to Walmart for pick-up of online orders. Molly Obendorf reviewed overall site layout, location of planned addition (westerly front of building), parking area, and vehicular/pedestrian circulation. Molly Obendorf reviewed anticipated hours of online pick-up (8AM to 8PM), relocation of two (2) light poles within parking lot and confirmed for George Murray parking access aisle will remain 2-way (30-foot wide). David White noted the building addition will need a sprinkler system, where additional information shall be required for review as part of the Building Permit application.

Timothy Labrie motioned to approve the site plan as presented. George Murray second. All in favor.

#### **V. OLD/ NEW BUSINESS**

- A.) Shining Rock Community speed bump request. Jamie Luchini has left numerous messages and emails to the town council to find out the legality of placing speed bumps on a public road. As of this time he has no answer from them.

Jamie Luchini stated he looked into the cost. Speed humps would cost a couple thousand a piece. The area where the bumps would go would be difficult for drainage and would cause more issues. Dave White questioned if a rumble strip would work. Jamie stated it would also be a safety issue especially in the winter with sand and ice.

Timothy Labrie reports the police department placed a speed monitor on Clubhouse Lane on the light pole by the cart crossing at hole #10. This area is a long straightway. Sign was placed on 9/14/23 and taken down on 9/19/23.

Average speed coming into town was 28 mph. Average speed outgoing was also 28 mph.

Number of cars incoming was 2658.

Number of cars outgoing was 2767.

Highest speed incoming was 42 mph.

Highest speed outgoing was 40 mph.

Timothy Labrie stated based on the speed monitoring data he does not feel it needs speed bumps. Jamie Luchini voted to NOT recommend speed bumps based on the data provided by the police department. David White second. All in favor.

B.) Summit Street- parking restriction request.

Timothy Labrie and Jamie Luchini did a couple site visits at different times of day. It was not recommended to restrict parking on one side of the road.

Gary Bechtholdt wanted to know how wide the road was.

Jamie Luchini confirmed the road was 27 feet.

Joan Fournier requested “no parking between signs” be placed on the curve in the road.

Jamie Luchini will re-visit to look at the line of site at the curve in the road and make a recommendation at the next meeting. George Murray requested the residents who live at the curve also be notified of the next meeting to voice their opinions. George Murray motioned, all in favor.

C.) 151 Purgatory Road – signage, speed and vegetation.

Carol Mueller of 151 Purgatory Road voiced her concerns about pulling out of her driveway. She stated there are no blind driveway signs posted in either direction. She requested “blind driveway” signs be placed, some sort of blinking light to slow drivers down, re-curve the road to make it easier to pull out of the driveway and/or have the town cut back the trees/brush on the side of the road. Ms. Mueller also questioned the stability of the guardrails in the area. Jamie Luchini stated he could add the guard rail replacement to the DPW’s list for future projects.

Jamie Luchini requested this be tabled until the next meeting so he could do a site visit.

All in favor.

D.) Jamie Luchini confirmed the blinking lights on Crescent Street have been installed and the crosswalks were re-painted.

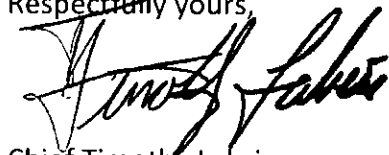
E.) David White stated St. Patricks Church came to him asking for extra lighting on East Street at St. Patricks Church due to night classes in session. Will be added to the next meeting.

**Next meeting is scheduled for October 25, 2023 @ 10:00 am.**

**VIII. ADJOURNMENT**

Timothy Labrie motioned the adjournment of the meeting at 11:18 a.m. all in favor.

Respectfully yours,



Chief Timothy Labrie

Northbridge Police Department

**CHAIRMAN, NORTHBRIDGE SAFETY COMMITTEE**

-LMG

Cc: Northbridge Town Clerk

Northbridge Town Manager

Lt. John Ouillette /file



*Know all Men by These Presents,*

That the Town of Northbridge, in the County of Worcester and Commonwealth of Massachusetts, in consideration of Three Thousand Two Hundred Dollars, paid by **Timothy Heffernan and Jacquelyn Heffernan, of 48 Mason Road, Whitinsville, MA 01588**, the receipt of which is hereby acknowledged, does sell and convey to said **Timothy Heffernan and Jacquelyn Heffernan**, the double burial lot, **situated on 66 Fir Ave (South), 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:

1<sup>st</sup>. 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.

2<sup>nd</sup>. 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.

3<sup>rd</sup>. 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.

4<sup>th</sup>. 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.

5<sup>th</sup>. 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 22<sup>nd</sup> day of January, in the year of our Lord Two Thousand Twenty-Four.

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