



## PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

**ORGANIZATION:** Select Board

**MEETING:** X

**PUBLIC HEARING:** X

**DATE:** January 25, 2021

**TIME:** 6:00pm

**LOCATION:** Virtual Meeting – See Instructions Below

**REQUESTED BY:** Kristen L. Forsberg

Agenda packet and associated documents can be found at [www.leicesterma.org/bos](http://www.leicesterma.org/bos). This agenda lists all matters anticipated for discussion; some items may be passed over, and other items not listed may be brought up for discussion to the extent permitted by law. Select Board meetings are recorded by LCAC. Any member of the public planning to record the meeting must first notify the Chair. **PLEASE SILENCE ALL CELL PHONES DURING THE MEETING**

**Join by computer, tablet or smartphone:**

<https://global.gotomeeting.com/join/833975213>

**Dial in by phone:**

(786) 535-3211; Access Code: 833-975-213

### CALL TO ORDER/OPENING

#### 1. SCHEDULED ITEMS

- a. 6:00pm - Liquor License Transfer of Ownership – Jan’s Package Store All Alcohol License
- b. 6:05pm – Common Victualler License Transfer – Good Guys Pizza
- c. 6:10pm – Memorial School Discussion

#### 2. PUBLIC COMMENT PERIOD

#### 3. REPORTS & ANNOUNCEMENTS

- a. Student Liaison Reports
- b. Town Administrator Report
- c. Health Agent COVID-19 Update
- d. Select Board Reports

#### 4. RESIGNATIONS & APPOINTMENTS

- a. Resignation – Amy Moulton – Treasurer/Collector Department Assistant
- b. Appointment – Alissa Ayres - Treasurer/Collector Department Assistant
- c. Appointment – Ferol Smith – Bylaw Committee
- d. Appointment – Heidi Cooper – Agricultural Commission Alternate

#### 5. OTHER BUSINESS

- a. Discussion/Vote Reserve Fund Transfer - \$12,000 – High School Fire Panel
- b. Discussion/Vote 03/18/21 as the close date of the Spring Annual Town Meeting warrant
- c. Letter of support – State funding for extrications tool
- d. Discussion/Vote - Hillcrest Replacement Building Design
- e. 1 Paxton Street Donation - \$1,302.44 – Leicester Historical Society
- f. Senior Center Donations
- g. EMS Donation
- h. Fire Donation
- i. Dissolve Bandstand Committee

- j. Special Municipal Employee Disclosure of Financial Interest in a Municipal Contract – Diane Moffat
- k. Discussion/Vote – MassTrails Grant Application – Burncoat Park
- l. Discussion/Vote – CMRPC DLTA Assistance Grant
- m. 21 Common Victualler License Renewal - Families Together – 1601 Main Street

**6. MINUTES**

- a. January 4, 2021
- b. January 11, 2021

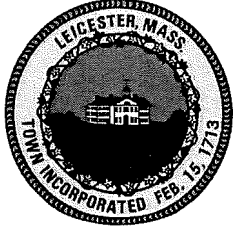
**ADJOURN**

## **Town of Leicester**

### **Select Board Procedure**

#### **Public Hearings**

1. The Chairperson will read the agenda item and state the time of the public hearing out loud. A public hearing can be held either at the time listed in the published notice (newspaper advertisement) or any time thereafter during the meeting which it is scheduled. The public hearing cannot be held prior to the scheduled time in the published notice.
2. The published public hearing notice shall be read outloud.
3. A Board member shall make a motion to open the public hearing.
4. The motion must be seconded.
5. The applicant shall present their request.
6. Comments from the public (including the applicant or subject of the hearing) will be heard and the Board may ask any questions they deem necessary.
7. Once all comments are heard, a Board member will make a motion to go out of the public hearing.
8. The motion must be seconded.
9. The Board will then have the opportunity to comment and ask additional questions of the applicant/subject of the hearing after the public hearing has closed.
10. A Board member could then offer a motion to approve the request.



**Town of Leicester**  
Town Hall, 3 Washburn Square  
Leicester, Massachusetts 01524-1333  
Phone: (508) 892-7000 Fax: (508) 892-7070  
[www.leicesterma.org](http://www.leicesterma.org)

December 23, 2020

Worcester Telegram  
20 Franklin St  
Worcester MA 01608

Attn: Legal Advertising Dept.

Please run the following legal advertisement **in the earliest available publication for one day only**. Forward tear sheet and invoice to the address listed below. Thank you.

Leicester Board of Selectman  
Attn: Kristen Forsberg  
3 Washburn Square  
Leicester MA 01524  
[forsbergk@leicesterma.org](mailto:forsbergk@leicesterma.org)

**Public Hearing  
Transfer of Liquor License**

Notice is hereby given pursuant to MGL Chapter 138, Section 15, that the Leicester Select Board will hold a virtual public hearing on Monday, January 25, 2021 at 6:00pm regarding an application to transfer a package store liquor license for Jan's Beer Mart located at 385 Main Street in Leicester from Jan's Package Store Inc., manager Jeffrey Canane, to Jeshang Corporation, manager Pallavibahen Patel. The meeting can be viewed by visiting <https://global.gotomeeting.com/join/833975213> or by dialing (786) 535-3211 and using access code 833-975-213. Contact the Town Administrator's office at 508-892-7077 with any questions.



## TRANSFER OF LICENSE

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

- ✓ • **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**
- ✓ • **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.*
- ✓ • **Manager Application**
- ✓ • **Purchase and Sales Agreement**
- ✓ • **Proof of Citizenship** for the proposed Manager of Record.
- ✓ • **Vote of the Corporate Board**
- ✓ • **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- ✓ • **Legal Right to Occupy**, a lease or deed.
  - Floor Plan - *NIA - No Changes*
  - Advertisement - *Town*
- ✓ • **Monetary Transmittal Form**
- ✓ • **\$200 Fee** paid online through our online payment link: [ABCC PAYMENT WEBSITE](#)
- ✓ • **Payment Receipt**
  - **Additional information**, if necessary, utilizing the formats provided and or any affidavits. - *NIA*
  - **Management Agreement**, if applicable, requires the following : *NIA*
    - 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.*



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

mass.gov/dor

Letter ID: 1.1611317389  
Notice Date: September 22, 2020  
Case ID: 0-000-911-603



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



JANS PACKAGE STORE INC  
385 MAIN ST  
CHERRY VALLEY MA 01611-3142

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

The Commissioner of Revenue certifies that, as of the date of this certificate, JANS PACKAGE STORE INC 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, 8:30 a.m. to 4:30 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

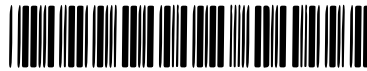
Edward W. Coyle, Jr., Chief  
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



280993068

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

JANS PACKAGE STORE INC  
385 MAIN STREET  
CHERRY VALLEY, MA 01611

EAN: 08346470  
November 02, 2020

Certificate Id:42457

The Department of Unemployment Assistance certifies that as of 11/2/2020 ,JANS PACKAGE STORE INC 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.

Richard A. Jeffers, Director

Department of Unemployment Assistance



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

**APPLICATION FOR A TRANSFER OF LICENSE**

Municipality

**1. TRANSACTION INFORMATION**

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

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

Transfer of a Section 15 Package Store All Alcohol License from Jan's Package Store, Inc. to Jeshang Corporation for the business known as Jan's Beer Mart located at 385 Main Street, Leicester, Massachusetts 01611. The applicant, Jeshang Corporation, is comprised of one shareholder, Pallavibahen Patel, who is also the proposed Manager of the License. There is a Pledge of License/Inventory to the applicant's lender, Rockland Trust Company. No alterations to the location.

**2. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
Off-Premises-15	§15 Package Store	All Alcoholic Beverages	Annual

**3. BUSINESS ENTITY INFORMATION**

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

Current or Seller's License Number  FEIN

Entity Name

DBA  Manager of Record

Street Address

Phone  Email

Add'l Phone  Website

**4. DESCRIPTION OF PREMISES**

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

The premises consists of 2,436 square feet, one floor, two entrances and four exits

Total Sq. Footage	<input type="text" value="2,436"/>	Seating Capacity	<input type="text" value="N/A"/>	Occupancy Number	<input type="text" value="N/A"/>
Number of Entrances	<input type="text" value="2"/>	Number of Exits	<input type="text" value="4"/>	Number of Floors	<input type="text" value="1"/>

**APPLICATION FOR A TRANSFER OF LICENSE**

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

Transferor Entity Name	Jan's Package Store, Inc.	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
Jeffrey S. Canane Sr.	President, Treasurer, Secretary	100%
Susan T. Canane	Secretary	0%

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

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

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

Name of Principal	Residential Address	SSN	DOB	Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<b>Pallavibahen Patel</b>				President, Secretary, Treasurer, Director	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

**APPLICATION FOR A TRANSFER OF LICENSE**

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

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

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

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

Additional pages attached?  Yes  No

**CRIMINAL HISTORY**

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

Yes  No

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

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

Name	License Type	License Name	Municipality

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

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

Name	License Type	License Name	Municipality

## APPLICATION FOR A TRANSFER OF LICENSE

### 6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?  
Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

### 7. CORPORATE STRUCTURE

Entity Legal Structure  Date of Incorporation   
State of Incorporation  Is the Corporation publicly traded?  Yes  No

### 8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?  Yes  No

### 9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

**APPLICATION FOR A TRANSFER OF LICENSE**

**10. FINANCIAL DISCLOSURE**

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	\$475,000
C. Other* (Please specify)	\$50,000
D. Total Cost	\$525,000

\*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
Pallavibahen Patel	\$52,500
Total:	\$52,500

**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.
Rockland Trust Company	\$472,500	Commercial Loan	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

**FINANCIAL INFORMATION**

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

The amount listed in 10C above is the estimated amount of inventory. Rockland Trust Company will be providing a commercial loan in the amount of \$472,500 (note attached). The sole shareholder of the applicant, Pallaviabahen Patel, will be providing the remaining funds from her personal account.

**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? Rockland Trust Company



## 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
7/2014	Current	Cashier	Laney's Variety Store	Rajendrakumar Patel

### 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

## APPLICANT'S STATEMENT

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

of Jeshang Corporation  
Name of the Entity/Corporation

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

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

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

Signature: P. R. Patel

Date: 11/11/2020

Title: President



Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

**CORI REQUEST FORM**

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: 140600 LICENSEE NAME: Jeshang Corporation CITY/TOWN: Leicester

**APPLICANT INFORMATION**

LAST NAME: Patel FIRST NAME: Pallavibahen MIDDLE NAME: R.  
 MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A PLACE OF BIRTH: India  
 DATE OF BIRTH: [REDACTED] SSN: [REDACTED] ID THEFT INDEX PIN (IF APPLICABLE): N/A  
 MOTHER'S MAIDEN NAME: Patel DRIVER'S LICENSE #: [REDACTED] STATE LIC. ISSUED: Massachusetts  
 GENDER: FEMALE HEIGHT: 4 9 WEIGHT: [REDACTED] EYE COLOR: [REDACTED]  
 CURRENT ADDRESS: [REDACTED]  
 CITY/TOWN: Spencer STATE: MA ZIP: 01562  
 FORMER ADDRESS: [REDACTED]  
 CITY/TOWN: Holden STATE: MA ZIP: 01520

**PRINT AND SIGN**

PRINTED NAME: Pallavibahen Patel APPLICANT/EMPLOYEE SIGNATURE: P. R. Patel.

**NOTARY INFORMATION**

On this November 12, 2020 before me, the undersigned notary public, personally appeared Pallavibahen Patel  
 (name of document signer), proved to me through satisfactory evidence of identification, which were MA Drivers License  
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.  
 [Signature: Michele Mast]  
 NOTARY

**DIVISION USE ONLY**

REQUESTED BY: [REDACTED]  
 SIGNATURE OF CORI AUTHORIZED EMPLOYEE  
 The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.



Michael A Mastrapasqua  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires August 19, 2022

**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,

P. R. Patel  
Corporate Officer /LLC Manager Signature

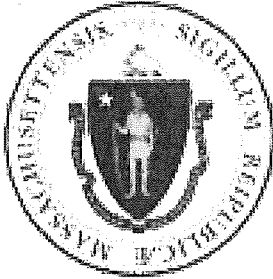
Patel Pallavibahen R.  
(Print Name)

For Corporations ONLY

A true copy attest,

P. R. Patel.  
Corporation Clerk's Signature

Patel Pallavibahen R.  
(Print Name)



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

Minimum Fee: \$250.00

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

**Articles of Organization**

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

Identification Number: 001467678

**ARTICLE I**

The exact name of the corporation is:

JESHANG CORPORATION

**ARTICLE II**

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

**ARTICLE III**

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	10,000	\$0.00	1,000

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

**ARTICLE IV**

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

**ARTICLE V**

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

THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. THE DIRECTORS MAY MAKE, AMEND OR REPEAL THE BY-LAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY LAW OR THE BY-LAWS REQUIRES ACTION BY THE STOCKHOLDER.

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

**ARTICLE VII**

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

**Later Effective Date: Time:**

**ARTICLE VIII**

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

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

Name: PALLAVIBAHEN PATEL  
 No. and Street: 385 MAIN STREET  
 City or Town: CHERRY VALLEY State: MA Zip: 01611 Country: USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address (no PO Box)</b> Address, City or Town, State, Zip Code
PRESIDENT	PALLAVIBAHEN PATEL	[REDACTED]
TREASURER	PALLAVIBAHEN PATEL	[REDACTED]
SECRETARY	PALLAVIBAHEN PATEL	[REDACTED]
DIRECTOR	PALLAVIBAHEN PATEL	[REDACTED]

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

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

LIQUOR STORE

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

No. and Street: 385 MAIN STREET

City or Town: CHERRY VALLEY

State: MA

Zip: 01611

Country: USA

which is

its principal office

an office of its transfer agent

an office of its secretary/assistant secretary

its registered office

**Signed this 29 Day of October, 2020 at 1:21:39 PM by the incorporator(s).** (*If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.*)

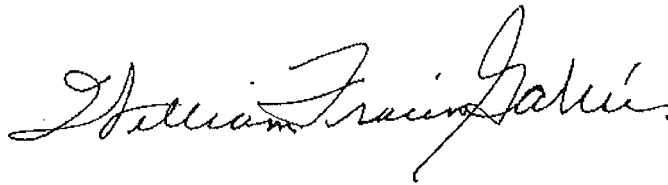
PALLAVIBAHEN PATEL

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:

October 29, 2020 01:20 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large initial "W" and "G".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



## ASSET PURCHASE AND SALE AGREEMENT

Agreement made this 14 day of September, 2020 ("Effective Date") by and between **Jan's Package Store, Inc.**, a Massachusetts corporation, of 385 Main Street, Cherry Valley, Massachusetts 01611 and (hereinafter referred to as "SELLER") and Jeshang Corporation (hereinafter referred to as BUYER);

Whereas, the SELLER is engaged in the operation of a retail liquor store, known as Jan's Beer Mart located at 385 Main Street, Cherry Valley, Massachusetts 01611 (hereinafter referred to as the "Premises") and;

Whereas, the SELLER is desirous of selling the business equipment, supplies, furniture, trade fixtures, inventory, goodwill of said business; and

Whereas, the BUYER is desirous of purchasing the business equipment, supplies, furniture, trade fixtures, inventory, goodwill of said business;

Now therefore, in consideration of the mutual covenants and agreements set forth herein and all terms and conditions hereof, all parties hereby agree as follows:

### **1. SALE OF ASSETS**

Upon and subject to all terms, provisions and conditions thereof, SELLER shall sell and BUYER shall purchase, on the closing date as hereinafter provided, the following assets of the SELLER'S business:

- A. All business equipment, supplies, furniture, trade fixtures, existing telephone numbers, slogans, logos, procedures, social media, website, contact lists and customer lists by Bill of Sale as set forth in a list attached hereto and made a part hereof as Exhibit "A;"
- B. Goodwill, including the right to the use of the name "Jan's Beer Mart."

The following assets shall be retained by SELLER and shall not be sold, transferred or assigned to BUYER in connection with the purchase of the assets:

- A. All cash of SELLER;
- B. All tax refunds of SELLER;
- C. All accounts receivable of SELLER;
- D. Any restitution, judgment or insurance claim resulting from any civil, criminal or insurance matter regarding Susan Lemerise.

2. PURCHASE PRICE

As consideration for the purchase of said business referred to herein and consideration for all other additions set forth herein, the BUYER shall pay to the SELLER the sum of **Four Hundred Seventy Five Thousand and No/100 (\$475,000.00) Dollars.**

3. PAYMENT OF PURCHASE PRICE

The Purchase Price referred to in Paragraph 2 herein shall be paid to the SELLER as follows:

- A. \$50,000.00 to be paid as a deposit upon the execution of this Agreement;
- B. \$425,000.00 to be paid with cash, certified check or wire transfer on the Closing Date.

**\$475,000.00 Total Purchase Price**

4. FINANCING CONTINGENCY

BUYER agrees to promptly apply for a loan in the amount of **\$600,000.00**. BUYER agrees to furnish promptly to the lender such information in connection therewith as the lender may request. It is agreed that, if the BUYER complies with the foregoing, this Agreement shall be contingent upon the BUYER receiving a written commitment for said loan from the Lender on or before **sixty (60) days from the Effective Date**. If the BUYER, notwithstanding compliance with the foregoing, shall not have received such a commitment, BUYER shall send notice in writing of such event to SELLER'S attorney whereupon all deposits shall be returned to BUYER and this Agreement shall terminate and no party hereto shall thereafter have any recourse against any other party hereto at law or equity. BUYER shall be deemed to have waived all rights under this paragraph if BUYER shall not send such notice to SELLER on or before **sixty (60) days from the Effective Date**.

5. ALLOCATION OF PURCHASE PRICE

The sum of \$475,000.00 for the purchase of the business and assets as set forth herein, shall be allocated as follows:

- A. \$40,000.00 to goodwill;
- B. \$435,000.00 to business equipment, supplies, furniture, trade fixtures.

**\$475,000.00 Total**

6. PERFORMANCE

At closing, and as a condition precedent to the payment of the purchase price, SELLER shall deliver to BUYER the following:

- A. A Bill of Sale, in the form attached hereto as Exhibit A, transferring and conveying to the BUYER from the SELLER all business equipment, supplies, furniture, trade fixtures as set forth in Exhibit "A" attached hereto and made a part hereof, free of any and all liens and encumbrances of any kind or nature whatsoever.
- B. A Certificate of Good Standing issued by the Secretary of State's Office of the Commonwealth of Massachusetts.
- C. A Clerk's Certificate authorizing the sale of the business assets to the BUYER.
- D. A Certificate of Tax Good Standing and Income Tax Lien Waiver issued by the Massachusetts Department of Revenue.
- E. Any other documents reasonably required by the BUYER's counsel in order to effectuate the transfer contemplated herein.

#### **7. CLOSING**

The closing of this transaction shall take place between the SELLER and the BUYER and shall occur at 10 a.m. on or before **seven (7) days** after license transfer approval, but in no event later than 120 days from the execution of this Agreement and shall take place at the office of Buyer's Counsel. It is agreed that time is of the essence of this Agreement.

#### **8. DEPOSIT**

All deposits made hereunder shall be held in escrow by Meletios D. Chacharone, P.C. subject to the terms and conditions of this Agreement and shall be duly accounted for at the time of performance of this Agreement. In the event of any disagreement between the parties, the escrow Agent shall retain all deposits made hereunder pending instructions mutually given by the SELLER and the BUYER, or direction by a Court of competent jurisdiction after all appeals have been exhausted.

#### **9. BUYER'S DEFAULT - DAMAGES**

In the event the BUYER shall fail to purchase the Business and assets under the terms hereof, then, in that event, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages for said non-performance, in lieu of any other remedies which the SELLER may have at law or in equity.

**10. BROKER'S COMMISSION**

The BUYER and the SELLER represent and warrant to each other that neither party has contacted any broker in connection with this transaction, and were not directed to each other as a result of any services or facilities of any broker. The BUYER agrees to indemnify the SELLER against, and to hold it harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted against it as a result of the BUYER contacting any broker in connection with this transaction. The SELLER agrees to indemnify the BUYER against, and to hold the BUYER harmless from, any claim, loss, damage, cost or liability for any brokerage commission or fee which may be assessed against the BUYER as a result of the SELLER contacting any broker in connection with this transaction.

**11. SELLER'S WARRANTIES AND REPRESENTATIONS**

The SELLER hereby represents and warrants to the BUYER as of the date hereof and as of the closing date as follows:

- A. SELLER has good, clear and marketable title to all assets to be transferred pursuant to this Agreement subject to no mortgage, pledge, lien, conditional sales agreement, encumbrance or charge.
- B. To the best of SELLER'S knowledge there are no claims, actions, suits, or proceedings threatened presently or which in the future may be threatened against or affecting SELLER at law or in equity, or before or by any federal state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality wherever located.
- C. The SELLER will pay, as and when due, all debts, liabilities and obligations of SELLER accrued before the closing date, which are not expressly assumed herein by BUYER and will indemnify and hold BUYER harmless with respect thereto.
- D. SELLER shall continue to operate the business in its normal and customary fashion between the date of execution of the Agreement and the closing date.

**12. PAYMENT OF RELEASES**

The SELLER and BUYER hereby acknowledge that the SELLER shall maintain its relationship with vendors for the normal and customary items used in the course of business from the time of this Agreement to the time of closing.

**13. CONDITIONS RELATING TO CLOSING**

The SELLER and BUYER hereby acknowledge that the following additional terms and conditions relate to this business transaction:

- A. Sale is subject to BUYER obtaining all necessary permits and approvals, including the transfer of a liquor license to operate the business known as Jan's Beer Mart under its present operation. BUYER shall diligently process and pursue all necessary permits, approvals and transfers. SELLER shall cooperate with BUYER in allowing the processing of such permits, approvals and transfers.
- B. The parties hereby agree that the SELLER shall indemnify the BUYER from any and all debts of the SELLER prior to the closing date and the BUYER shall indemnify the SELLER from any and all debts after the closing date. The parties shall execute an Indemnification Agreement relating to this indemnification at the time of closing. This paragraph shall survive closing.
- C. BUYER shall purchase SELLER's entire current inventory, at SELLER's cost, on hand as of the close of business on the day prior to closing. The BUYER and SELLER shall retain a third-party to audit the current inventory, which cost shall be equally split between the parties.
- D. SELLER agrees to sign a non-compete agreement for three (3) years and a three (3) mile radius. Said non-compete agreement shall not preclude any officers or directors of SELLER from owning or working at Leicester Package Store.
- E. Sale is subject to BUYER simultaneously closing on 385 Main Street, Cherry Valley, Leicester, MA and 357 Main Street, Cherry Valley, Leicester, MA.
- F. Subject to Buyer's satisfactory review of three (3) years of financials of the Business within thirty (30) days of the Effective Date.

**14. CONSTRUCTION OF AGREEMENT**

The Agreement and the rights and obligations of the parties hereto shall be construed in accordance with the laws of the Commonwealth of Massachusetts, shall inure to and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

**15. TOTALITY OF AGREEMENT**

This Agreement, executed in triplicate, is to be considered as a sealed instrument, sets forth the entire contract between the parties, and may be cancelled, modified, or amended only by a written instrument executed by both parties.

**16. EXPENSES**

Except where provided otherwise, all expenses of each party hereto, including without limitation, fees and expenses of their legal counsel, accounts and employees or other representatives, incurred in connection with the negotiation and performance of this Agreement shall be borne and paid by such party.

**17. SUBSEQUENT DOCUMENTS**

All parties hereto agree, from time to time, after closing, to execute, acknowledge and deliver such other instruments as it may reasonably be required by any part to this Agreement in order to give full effect to any of the provisions hereof, as the same may have been modified to the date of closing.

**18. WARRANTIES & REPRESENTATIONS**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not set forth or incorporated in this Agreement.

[SIGNATURE PAGE TO FOLLOW]

SELLER:

Jim's Packing Service, Inc.

By:



Name: Henry G. Cannon

Position: President & Treasurer

BUYER:

By:



Patricia E. Pate

**WARRANTY**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_ in consideration of the payment of \_\_\_\_\_ and 00/100 Dollars (\$0.00) paid by \_\_\_\_\_ the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said \_\_\_\_\_ the following goods and things in remitt:

All of the assets contained in a list entitled "Trunks A" attached hereto and incorporated herein by reference and utilized in the operation of a \_\_\_\_\_ known as the \_\_\_\_\_ located at \_\_\_\_\_

To have and to hold all and singular the said goods and things to the said \_\_\_\_\_ its successors and assigns to its own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and things, that they are free from all encumbrances and that I have good right to sell the same as aforesaid.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that, \_\_\_\_\_, in consideration of the payment of \_\_\_\_\_ and 00/100 Dollars (\$0.00) paid by \_\_\_\_\_, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said \_\_\_\_\_, the following goods and chattels, namely:

All of the assets contained in a list entitled "Exhibit A" attached hereto and incorporated herein by reference and utilized in the operation of a \_\_\_\_\_ known as the \_\_\_\_\_ located at \_\_\_\_\_,

To have and to hold all and singular the said goods and chattels to the said \_\_\_\_\_, its successors and assigns to its own use and behoof forever,

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all encumbrances and that I have good right to sell the same as aforesaid.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:



**EXHIBIT A**

Items Included In Business Sale Of Jan's Package Store Inc.

Quantity	Brand	Item
1	Uniwell	Scanning Register System
1	Unknown	4 Draw Filing Cabinet
1	"	10' Sales Counter
5	"	4' Sections Dual Sides Shelving
10	"	4' Sections Wall Shelving
2	"	3' Sections Shelving
2	"	4' Sections Shelving
		Several Extra Shelves and Supports
2	"	6' Work Tables
1	"	6' Folding Table
1	"	8' Folding Table
4	"	Countertops For Redemption
2	"	Chest Freezers
1	Acer	8 Camera Surveillance System
1	Unknown	Steel Desk With Chair
1	"	Steel Storage Cabinet
2	Magliner	Hand Trucks
1	Unknown	Mob and Bucket
1	Black/Decker	Toaster Oven
1	Sunbeam	Microwave Oven
1	AIWA	Radio/CD Player
1	Jensen	Radio
2	Cannon	Adding Machines
1	Bushman	Conveyor Belt System
2	Unknown	10' Sections Steel Rollers
1	"	De humidifier
1	"	4' Marquis Sigwith Letters
2	"	Floor Fans
1	VTEC	Cordless Phone System
1	Busch	Walk-In Cooler 20x12 with 6 Doors Plus 2 For Service
1	Unknown	Fire Extinguisher

**ACCOUNT AFFIDAVIT**

**Name of Applicant:** Jeshang Corporation

**Name of Affiants:** Rajendrakumar Patel

**RE: Purchase of Jan's Beer Mart – 385 Main Street, Leicester, MA**

The Affiant certifies:

1. I am currently a joint bank holder on an account at Santander with my wife, Pallavibahen Patel, who is using her funds from the account to purchase the above liquor store;
2. I do not gain any beneficial interest, financially or otherwise in Jeshang Corporation by the nature of my name on said account; and
3. I receive no ownership or beneficial interest in Jeshang Corporation or the liquor license it owns.



Rajendrakumar Patel

11/12/2020

  
Michael Mastrapasqua



Michael A Mastrapasqua  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires August 19, 2022

Stephen J. DiGianfilippo\*  
Daniel J. Vieira\*  
Roxanne E. Richard\*  
Matthew S. Porter  
Randy J. Spencer  
Michelle L. Tiews  
Ian C. Hedges

480 Turnpike Street  
South Easton MA 02375  
Phone: 508-238-2510  
Fax: 508-238-2309

Joseph M DiGianfilippo (1942-2009)


December 9, 2020

Alcoholic Beverages Control Commission  
95 4<sup>th</sup> Street, Suite 3  
Chelsea, MA 02150

Dear Sir/Madam,

Please be advised that the Promissory Note and Pledge attached to the application for Jeshang Corporation will be executed upon approval of the application by the ABCC and the town of Leicester.

Very truly yours,  
VIEIRA & DIGIANFILIPPO LTD.



Matthew S. Porter, Esq.

December 14, 2020

Jeshang Corporation  
Pallavibahen Patel  
385 Main Street  
Cherry Valley, MA 01611

RE: Purchase of liquor store business known as Jan's Beer Mart located at 385 Main Street in Cherry Valley, MA

Dear Pallavibahen

We are pleased to inform you that *Rockland Trust Company* (the "Bank") has pre-approved your application for a \$475,000.00 secured term loan. The loan will be subject to the following terms and conditions:

BORROWER: Jeshang Corporation

LOAN PURPOSE: To support the purchase of the above-referenced business.

ORIGINAL LOAN AMOUNT: \$475,000.00.

MATURITY: Seven years from the date of the closing.

INTEREST RATE: Final interest rate to be set ten days prior to closing.

MONTHLY PAYMENT: Monthly principal and interest only payments to sufficiently repay the loan over a 7-year amortization schedule.

COLLATERAL: First security interest in all business assets and a pledge of the liquor license.

GUARANTEE: Pallavibahen Patel

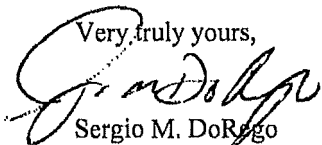
COSTS: The Borrower will pay all related closing costs associated with this closing.

ADDITIONAL CONDITIONS:

- Internal credit approval

CLOSING: The closing of the loan must occur no later than March 31, 2021

Very truly yours,



Sergio M. DoRago  
First Vice President

# COMMERCIAL PROMISSORY NOTE

\$472,500.00

November \_\_, 2020

FOR VALUE RECEIVED, the undersigned Jeshang Corporation (the "Borrower"), promises(s) to pay to the order of ROCKLAND TRUST COMPANY having a principal place of business at 288 Union Street, Rockland, Massachusetts 02370 (hereinafter, with any subsequent holder, the "Bank") at an office of the Bank, the sum of Four Hundred Seventy Two Thousand Five Hundred and 00/100 (\$472,500.00) Dollars with interest thereon, in accordance with the provisions as indicated below. This Note is the "Note" referred to in the Loan Agreement to which the Borrower and the Bank are parties dated the date hereof (the "Agreement") and reference is made to said Agreement for additional terms applicable hereto. Capitalized terms used in this Note and not otherwise defined herein but defined in the Agreement shall have the same meaning as ascribed to such terms in the Agreement.

**INTEREST RATE:** Interest on the unpaid principal balance of this Note (based upon a year consisting of twelve (12) months of thirty (30) days each and calculated on the actual number of days elapsed) shall accrue at a fixed rate of Five (5%) percent per annum.

**PAYMENT PROVISIONS:** Borrower shall repay all outstanding principal under this Note together with interest accrued thereon in one hundred twenty (120) consecutive monthly payments of principal and interest. The first such monthly installment shall be due and payable \_\_\_\_\_ and each subsequent installment shall be due on the like day of each month thereafter. The final such monthly payment shall be due \_\_\_\_\_ (the "Maturity Date") in an amount equal to the entire unpaid balance of principal plus all unpaid accrued interest.

**PREPAYMENT:** The Borrower may prepay the loan in full at any time without premium or penalty.

**LATE CHARGES:** If Borrower shall fail for more than fifteen (15) days after the date due to make any installment payment of principal or interest on this Note, the Borrower agrees to pay the Bank, upon demand, in addition to all other amounts payable hereunder, a late charge equal to five percent (5%) of the payment due. Late charges are not interest and shall not be subject to refund or rebate or credited against any other amount due.

**APPLICATION OF PAYMENTS; RETURNED ITEMS:** Any payments received by the Bank on account of this Note prior to demand shall be applied first, to any costs, expenses, or charges then owed the Bank by the Borrower, second, to accrued and unpaid interest, and third, to the unpaid principal balance hereof. Any payments so received after demand shall be applied in such manner as the Bank may determine.

**EVENTS OF DEFAULT:** Upon the occurrence of any one or more of the following ("Events of Default"), at the Bank's option and without presentment, demand, notice or protest (all of which are hereby waived), the entire unpaid balance of this Note and all unpaid accrued interest hereunder shall become immediately due and payable and without altering the demand nature of this Note if principal is due on demand:

- (a) The failure by the Borrower to pay when due (or upon demand, if payable on demand) any amount due hereunder or any other amount then owing by the Borrower to the Bank;
- (b) the occurrence of any "Event of Default" under the Agreement.

**RATE OF INTEREST UPON DEFAULT:** The Borrower agrees to pay, upon default, interest on all amounts not paid when due (pursuant to the terms hereof, by acceleration or otherwise) at the per annum rate equal to the aggregate of (a) the interest rate which would otherwise be applicable in the absence of default (b) plus six (6%) percent.

**NO WAIVER:** No delay or omission by the Bank in exercising any of its powers, rights, privileges or remedies hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver. The Borrower waives presentment, demand, protest, and notices of any kind and assents to any extension or other indulgence (including, without limitation, the release or substitution of collateral) permitted the Borrower by the Bank with respect to this Note.

**EXPENSES:** The Borrower will pay on demand all reasonable attorneys' fees and out-of-pocket expenses incurred by the Bank in the administration or enforcement of this Note or the administration or enforcement of any collateral given the Bank to secure this Note (whether or not suit is instituted by or against the Bank).

**RELEASES; NO CONTRIBUTION:** The liabilities of the Borrower and any endorser or guarantor of this Note are joint and several; provided, however, the release by the Bank of the Borrower or any one or more endorser or guarantor shall not release any other person obligated on account of this Note. No person obligated on account of this Note may seek contribution from any other person also obligated unless and until all liabilities to the Bank of the person from whom contribution is sought have been satisfied in full.

**MAXIMUM RATE OF INTEREST:** If, by the terms of this Note, the Borrower is at any time required or obligated to pay interest on the principal balance hereof at a rate in excess of the maximum rate which the Borrower is permitted by law to contract or agree to pay, the rate of interest under this Note shall be deemed to be immediately reduced to such maximum rate, and interest payable hereunder shall be computed at such maximum rate and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance hereof and not on account of the interest due hereunder.

**JURISDICTION, ETC.:** This Note shall be governed by the internal laws of the Commonwealth of Massachusetts, and shall take effect as a sealed instrument. The Borrower submits to the jurisdiction of the courts of the Commonwealth of Massachusetts for all purposes with respect to this Note, any collateral given to secure its liabilities to the Bank, or its relationships with the Bank.

**BINDING EFFECT:** This Note shall be binding upon the Borrower and upon its heirs, successors, assigns, and representatives, and shall inure to the benefit of the Bank and its successors and assigns.

**IN ANY CASE, CONTROVERSY OR MATTER WHICH ARISES OUT OF, OR IS IN RESPECT OF, THIS NOTE AND/OR THE LOAN EVIDENCED HEREBY, THE BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY NOW EXISTING AND/OR HEREAFTER ARISING RIGHT TO A TRIAL BY JURY.**

**COMPLETION OF NOTE; MISCELLANEOUS:** The Borrower authorizes the Bank to complete this Note if delivered incomplete in any respect. The use of headings in this Note is for convenience only and shall not limit in any manner the terms of this Note. All agreements and documents of any kind in the Bank's possession which relate to any loans from Bank to Borrower may be reproduced by the Bank by photographic, computer imaging, or similar process, and the Bank may destroy the original from which any documents was so reproduced. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is

in existence and whether or not such reproduction was made in the regular course of business) and any enlargement, facsimile or further reproduction shall likewise be admissible in evidence. Any signatures of the Borrower upon any such agreement or document which are transmitted as a facsimile or as a scanned or pdf (portable document format) shall be deemed a valid and binding signature of the Borrower with the same effect as if a manually signed original signature.

IN WITNESS WHEREOF, this Commercial Promissory Note is executed under seal as of the date first above written.

WITNESS:

Jeshang Corporation:

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Pallavibahen Patel, President



## ASSIGNMENT AND PLEDGE OF LIQUOR LICENSE AND ALCOHOL INVENTORY

This ASSIGNMENT AND PLEDGE (this "Assignment") is entered into on the \_\_\_\_ day of November, 2020 by Jeshang Corporation (hereinafter called "Pledgor") in favor of Rockland Trust Company, a Massachusetts banking institution with a principal place at business at 288 Union Street, Rockland, Massachusetts 02370 (hereinafter called the "Lender").

In consideration, of financial accommodations made or to be made by Lender to Pledgor, the Pledgor does hereby pledge and assign (in part pursuant to M.G.L. Chapter 138, Section 23) to the Lender the Pledgor's all alcoholic beverages liquor license (the "License") and all alcohol, liquor, and the like now or in the future acquired by Pledgor or used in connection with the License (collectively, the "Inventory") with respect to the ownership and operation of a liquor store business located in Leicester, Massachusetts. This assignment and pledge shall be a first pledge and security interest to the Lender and shall be evidenced and secured in part by a pledge of the License by Pledgor to the Lender to be recognized by the Town of Leicester and the Alcoholic Beverages Control Commission of the Commonwealth of Massachusetts (together, the "Authorities"). This assignment and pledge secures the following "Obligations:"

- a. the payment of \$472,500.00 with interest thereon, as provided in a promissory notes and line of credit dated of even date herewith issued by the Pledgor to the order of the Bank, including all renewals, modifications, restatements and extensions thereof, (as the said promissory note may hereafter be amended, the "Note");
- b. all other obligations, indebtedness and liabilities of the Pledgor to the Bank owing at any time, liquidated or unliquidated, each of every kind, nature and description, and the performance by Pledgor of all acts, obligations, covenants, terms, and conditions, in each case whether now or hereafter arising under any agreement now existing or hereafter established between Pledgor and the Bank, and whether denominated secured or unsecured, whether direct or indirect, absolute or contingent, matured or unmatured, primary or secondary, certain or contingent, due or to become due, whether now existing or hereafter arising. Without limiting the generality of the foregoing, said term shall also include all interest and other charges chargeable to Pledgor or due from Pledgor to the Bank from time to time and all costs and expenses owing to the Bank;
- c. the performance and observance by Pledgor of each and every covenant, condition and obligation contained in the Note and any other document executed by the Pledgor in connection with any of the Obligations;

all liabilities of Pledgor to the Bank, whether now existing or hereafter arising, under any foreign exchange contract, interest rate swap, cap, floor or hedging agreement, or other similar agreements (including but not limited to breakage and make-whole fees), and all obligations of Pledgor to the Bank under any credit card services agreements or agreements relating to the processing of automated clearing house transactions, together with all fees, expenses, charges and other amounts owing by or chargeable to Pledgor under any such agreements and all liabilities of Pledgor to the Bank to repay overdrafts and other amounts due to the Bank under any existing or future agreements relating to cash management services;

The Pledgor represents and warrants to Lender as follows:

1. The Pledgor has the power and authority to enter into this Assignment.
2. Neither the License nor the Inventory is subject to any prior lien or encumbrance. The undersigned will not transfer, agree to or apply for a transfer, pledge, sale or other disposition of the License or any ownership or beneficial interest therein, in whole or in part, to any other individual or entity for so long as any Obligations remain outstanding, without the prior written consent of the Lender. The Pledgor also shall make all payments to suppliers, wholesalers or other providers of the Inventory so that no lien arises in connection therewith to such entities, including without limitation any lien recognized the Authorities as being superior to this Assignment.
3. The Pledgor will pay when due all taxes, charges, liens and assessments against the License, the Inventory or both, or the beverages authorized to be sold under the License. The Pledgor will perform any and all acts required to keep the License in good standing, including filing timely applications of the renewal thereof, and will not suffer or permit the License to lapse.
4. The Pledgor shall promptly report in writing to the Lender upon the occurrence of any event which might impair the value of the License, including, but not limited to, any action taken by any local or state regulatory agencies, including without limitation the Authorities, which in any manner restricts the use of the License.
5. The Pledgor will comply with all applicable laws and regulations, including without limitation those of the Authorities, with respect to the License or its use, or with respect to the Inventory.
6. The Pledgor agrees to do such further acts or execute such further documents as may be determined necessary by the Lender to perfect the interests granted herein, including without limitation, completing, executing, filing (and payment of all associated filing or related fees) and prosecuting with all due diligence any applications for approval of this Assignment by the Authorities.

Upon the default in any of the obligations, representations or warranties of the undersigned to the Lender hereunder or under any of the Obligations, and the giving of any required notice and the expiration of any grace or cure period (an "Event of Default"), the Lender shall have any and all rights provided by such documents or by law, including those of a secured party under the Uniform Commercial Code and a pledgee under the rules and regulations of the Authorities. The Lender shall have the right to apply the proceeds of any disposition of the License, the Inventory or both, to the payment of any of the Obligations, after deducting therefrom the expenses relating to such sale or disposition, including court costs and attorney's fees.

The Pledgor hereby grants the Lender an irrevocable power of attorney, coupled with an interest, to endorse the name of the Pledgor on any and all documents and to take in the name of the Pledgor all actions deemed necessary by Lender to effectuate the prompt transfer of the License and disposal of the Inventory, or both, following the occurrence of an Event of Default; such documents and actions may include but shall not be limited to the completing, executing and filing with the Authorities of applications for the transfer of the License, the appearance at hearings of the Authorities or other bodies having jurisdiction over the License, the assembling, completing and filing of tax-related returns and forms reasonably required to be completed and filed in connection with the transfer of the License or disposition of the Inventory, and interacting with all governmental authorities on behalf of the Lender in connection therewith.

The rights and remedies of the Lender are cumulative and not alternative, and may be exercised concurrently or successively. The Lender assumes no obligation with respect to the License, the Inventory, or the sale of beverages thereunder, and the undersigned agrees to hold the Lender harmless from any and all costs and expenses incurred by reason of this Agreement which shall be added to the loan balance.

All notices, demands, requests and other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if given in the manner applicable to notices under the Note.

Applicable law; jurisdiction: this agreement is intended to take effect as a sealed instrument and has been executed or completed and is to be performed in Massachusetts and it and all transactions thereunder or pursuant thereto shall be governed as to interpretation, validity, effect, rights, duties and remedies of the parties thereunder and in all other respects by the internal laws of the commonwealth of Massachusetts without regard to conflicts of laws principles. Borrower hereby submits to the jurisdiction of each state and federal court which sits in Massachusetts and agrees that service made in accordance with the notice provisions of this agreement shall be proper service.

WITNESS the execution hereof under seal as of this \_\_\_\_, November 2020.

WITNESS:

PLEDGOR:  
Jeshang Corporation

\_\_\_\_\_  
Matthew S. Porter

By: \_\_\_\_\_  
Pallavibahen Patel, President

## COMMERCIAL LEASE AGREEMENT

Santok LLC, a Massachusetts company with a an address of 385 Main Street, Leicester, Massachusetts 01611 (hereinafter "Landlord"), hereby demises and leases to Jeshang Corporation, a Massachusetts corporation with an address of 385 Main Street, Leicester, Massachusetts 01611 (hereinafter "Tenant") the Premises located at 385 Main Street, Leicester, Massachusetts 01611 (the "Premises").

1. Term:

Landlord leases to Tenant the Premises for an original term of Fifteen (15) years under the terms outlined below in paragraph 2. Tenant shall provide Landlord with written notice of its intent to exercise its right to extend the lease, in each instance, 180 days prior to the expiration of the original and any extended term of the lease.

2. Base Rent:

Tenant agrees to pay Landlord as base rent for the Premises the amount of Three Thousand Five Hundred and 00/100 (\$3,500.00) Dollars per month for One Hundred Eighty (180) monthly rental payment, payable in advance, on the first day of each month, beginning on January 1, 2021.

This is a so called "Triple Net Lease." In addition to the Base Rent, the Tenant shall also pay a pro-rata share of real estate taxes, insurance and maintenance. Until further notice from Landlord rent payments shall be made to Landlord on the first of each month at its principal place of business stated herein.

3. Use:

Tenant shall use the Premises as a package store all uses reasonably incidental thereto, provided any such use is permitted under applicable Federal, State and Municipal laws, ordinances and regulations.

4. Utilities

Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment serving the Premises as of the commencement date of this lease.

5. Landlord's Warranty:

(a) Landlord represents and warrants to Tenant that Landlord has the lawful right and authority to enter into this Lease for the entire term hereof. Tenant shall obtain all licenses, permits, and/or other authority required to operate his business described in Paragraph #3 above and Landlord agrees to cooperate and assist Tenant in obtaining same but shall have no obligation to incur any monetary obligation related to same.

(b) Landlord covenants and agrees that Tenant, upon performance of the obligations under this Lease, shall peaceably and quietly have, hold and enjoy the Premises throughout the original term of this Lease.

6. Assigning and Subletting:

Tenant may not assign or sublet the Premises or any part thereof without prior written consent of Landlord, which consent shall not be unreasonably withheld.

7. Repairs and Maintenance:

Landlord shall not have any obligation to make any repairs, alterations or replacements to the Leased Premises or any part thereof except as hereinafter provided. Throughout the term of this Lease, Tenant covenants and agrees to maintain the premises and all additions and improvements made upon them in such repair, order and conditions the same are in at the commencement of said term or may be put in by Landlord or Tenant during the continuance thereof, reasonable wear and tear, damage by fire or any other casualty or taking by eminent domain. Without limiting the generality of the foregoing, Tenant shall be responsible, at its sole expense, to: provide regular maintenance to the entire premises and all HVAC components and equipment, hot water heaters and other equipment serving the Premises, provide janitorial and cleaning services; remove snow and ice from the Leased Premises, including the roof and walkways immediately adjacent to the Leased Premises; sand, repaint interior and exterior surfaces; and replace broken glass with glass of the same kind and quality, and provide its own security system, if desired, and rubbish removal. All contractors performing work on the premises shall obtain all required permits, whether Federal, State or Municipal, prior to commencing said repairs and maintenance, and shall be responsible for obtaining required inspections. Landlord shall be responsible for repairs and maintenance to the roof and exterior and interior structural walls. Tenant shall be responsible for trash and all snow and ice removal on the Leased Premises.

8. Damage or Destruction:

If the Premises shall be damaged or destroyed by fire or other cause, the same shall be repaired or replaced or restored to the condition the same were in immediately preceding such fire or other cause by, and at the expense of, Landlord, but only to the extent that Landlord has received insurance proceeds sufficient therefore and the base rent, additional rent and any other charges shall, until such repairs have been made, be abated as to the part of the Premises which is unusable by Tenant on a just and equitable basis. Such repairs shall be made promptly subject to reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and for delay on account of labor troubles or any other cause beyond Landlord's control. Landlord shall not be liable for any inconvenience or annoyance to tenant or injury to the business Tenant resulting from delays in repairing such damage, except that Landlord agrees to use commercially reasonable efforts to procure such insurance proceeds and to repair such damage expeditiously, and except that Landlord shall not unreasonably interfere with Tenant's business in making such repairs. If the Premises are totally damaged or are rendered wholly untenable by fire or other cause so that they cannot reasonably be expected to be restored or rebuilt within a twelve (12) month period, either Landlord or Tenant may within thirty (30) days of the occurrence of such damage, terminate this Agreement upon fourteen (14) days' prior notice in writing to the other. Notwithstanding anything to the contrary in this Agreement contained, if Landlord shall not have in fact completed repair of such damage within twelve (12) months from the occurrence of such fire or other casualty, Tenant may terminate this Agreement by written notice to Landlord and thereafter this Agreement shall be of no further force or effect. Upon the termination of this Agreement under the conditions herein provided for, Tenant's liability for rent accruing thereafter shall cease as of the day following the casualty. Landlord shall not be obligated to expend funds to repair or replace the

Premises in an amount in excess of the insurance proceeds received as a result of such damage or destruction.

9. Insurance:

(d) Tenant at its own cost and expense shall provide and maintain:

(i) public liability insurance having a minimum per occurrence limit of One Million (\$1,000,000.00) Dollars amount against all claims which may be brought for bodily injury, death or damage to property of third persons. Said policy(s) shall name Landlord as insured; and

(ii) workers' compensation insurance or insurance required by similar employee benefit acts.

(iii) Tenant shall continuously keep its fixtures, merchandise, equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by the Tenant insured against loss or damage by fire and such perils included within ISOCP10-30 "Special Form" in amounts equal to the full replacement cost thereof.

10. Eminent Domain:

(a) In the event of any taking for any public or quasi-public use by exercise of the right of eminent domain or by deed in lieu thereof between Landlord and those having the authority to exercise such right (hereinafter called "Taking") of the whole of the Premises then this Lease and the term hereof shall cease and expire as of the date of such Taking and the base rent and any additional rent and all other charges paid for a period after such Taking shall be refunded to Tenant upon demand.

b) In the event of a taking of a substantial part of the Premises or in the event of a taking so as to prevent or substantially prevent adequate access to Premises, either party may elect to terminate this Lease by giving notice of termination to the other on or before the date which is ninety (90) days after receipt by Tenant of notice that the taking or denial or diminishing of access or termination of the Tenant's Lease shall have occurred. Upon the date specified in such notice of termination this Lease and the term hereof shall cease and expire and the base rent and any additional rent and all other charges paid for a period after such Taking shall be refunded to Tenant upon demand.

(c) If this Lease is not terminated as aforesaid then the award or payment for the Taking shall be paid to and used by the Landlord for restoration as hereinafter set forth and Landlord shall promptly commence and with due diligence continue to restore the Premises remaining after the taking shall be paid to and used by Landlord for restoration as hereinafter set forth Premises remaining after the taking to substantially the same condition and tenantability as existed immediately preceding the taking. During the period of any restoration, the base rent, additional rent, and other charges shall be abated justly and equitably. Nothing herein contained shall be deemed or construed to prevent either Landlord or Tenant from enforcing or prosecuting a claim for the value of its respective interest in any condemnation proceedings.

(d) Tenant's right to recover damages in case of any taking, shall not be affected, prejudiced, restricted or limited whether or not this Agreement has been terminated because of such taking or is subject to termination. Nothing herein contained shall prohibit Tenant (in addition to the foregoing) from interposing and prosecuting in any condemnation proceedings, independent of any claim of Landlord, claims for which the Tenant may be entitled to recover.

11. Mortgages:

(a) This Lease shall be subject and subordinate in all respects to any mortgages which encumbers the Premises, from time to time, and each and every of the advances which have heretofore been made or which may hereafter be made thereunder, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, Tenant shall execute promptly, without cost or charge, any instruments or certificates that Landlord or any mortgagee may require.

(b) Landlord shall make all payments required to be made under the provisions of any mortgage or underlying lease affecting the Premises; if Landlord is in default of any such mortgage or underlying lease, Tenant shall have the right, but not the obligation, to cure such default and to deduct the cost thereof from the base rent and any additional rent or other charges becoming due under this Lease or to require the payment of such cost from Landlord upon demand.

12. Tenant's Covenants:

In addition to all other covenants and agreements of Tenant contained herein, Tenant hereby covenants with Landlord that Tenant during the said term and for such further time as it shall hold the Premises or any part thereof will pay all charges for heat, water, gas, electricity, sewerage, and all other utilities services used for the Premises; will save Landlord harmless from all loss and damage occasioned by the use of water in or escape of water from the Premises or by the bursting or cracking of the water pipes, including the sprinkler system, if any, except for such loss or damage as is caused by the negligence or willful misconduct of Landlord, its agents, employees, servants or contractors; at the expiration of said term will remove its goods and effects and those of all persons claiming under it and will peaceably yield up to Landlord the Premises and all additions and improvements made upon them (except those which Tenant is permitted to remove hereunder) and leave them clean and in such repair, order and condition as the same are in at the commencement of said term or may be put in by Landlord or Tenant during the continuance thereof, reasonable wear and tear and damage by fire or any other casualty or takings excepted; will not commit any nuisance on the Premises; will not overload the Premises, will not carry on any business, trade or occupation upon the Premises or make any use thereof which shall be unlawful or offensive or contrary to any law or ordinance for the time being in force; will not do any act or thing upon the Premises which will make them uninsurable against fire, and if such premiums are increased, Tenants shall pay the amount of such increase; and will kept the Premises equipped with all safety appliances required by law or ordinance, or any order or regulation of any public authority because of the use made of the Premises; except only for the foundation and structural walls of the building on the Premises, repairs to which are to be made by Landlord, will make all repairs, alterations, and replacements so required will procure any authorizations or licenses required for Tenant's use or repair of the Premises, and Landlord or its agents may, during the term during normal business hours and with Tenant's prior approval which approval Tenant agrees not to unreasonably withhold or delay (or at any time in the event of an emergency), enter to view the Premises and make repairs or improvements, but Landlord will not be required to do so, except as otherwise expressly provided in this Lease; and Landlord may show Premises to others at mutually agreeable times during normal business hours, and at any time during normal

business hours within one hundred eighty (180) days before the expiration of the term, and may affix to any suitable part of the exterior of the Premises a notice of reasonable size for letting or selling the Premises and keep the same as affixed without molestation by Tenant.

13. Tenant's Default:

If any sum or sums due as rent or additional rent as herein provided and set forth or any part thereof shall be unpaid when due for a period of thirty (30) days, or if Tenant shall violate or be in material default in its observances or performance of any of its covenants herein contained, except default in the payment of base rent or additional rent, and shall have failed to take and prosecute appropriate steps to remedy such breach or default within thirty (30) days after written notice of such breach or default has been given by Landlord to Tenant, or if the estate hereby created shall be taken on execution or other process of law and shall not be redeemed for thirty (30) days after Landlord shall have given Tenant written notice of such taking, or if Tenant be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, then, and in each of the said cases (after expiration of the aforesaid thirty (30) day period, if applicable), Landlord lawfully may (notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other stipulation aforesaid continues and without further demand or notice enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate and expel Tenant and those claim through or under it and remove its effects (forcibly if necessary) without being deemed guilty of any manner to trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid this Lease shall terminate and Tenant covenants that in case of such termination under the provisions of statute by reason of the default of Tenant, Tenant will forthwith pay Landlord as damages a sum equal to the amount by which the base rent, additional rent, and other payments called of hereunder of the remainder of the original term or of any extensions thereof, and in addition thereto, will during the remainder of the original term of any extensions thereof pay to Landlord on the 1<sup>st</sup> day of each calendar month the difference, if any, between rental which would have been due for such month had there been no such termination and the sum of the amount being received by Landlord as rent from occupants of the Premises, if any, and the applicable pro-rated amount of the damage previously paid to Landlord, Landlord hereby agreeing to use commercially reasonable efforts to minimize damages. Notwithstanding the provisions above in this Paragraph 13, in the event that Tenant fails to pay any rent or part thereof which remains unpaid for ten (10) days after it became due, then Tenant shall pay as additional rent a late charge in the amount of 5% of the amount due and owing.

14. Signs:

Tenant shall have the right to install, maintain and replace, at its own cost and expense, after the prior written approval of Landlord such signs on the Premises as it determines, which approval shall not be unreasonably withheld, provided the same shall be in compliance with all laws, orders, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof. Tenant agrees not to use any advertising media that shall be deemed objectionable to Landlord such as loud speakers, phonographs or radio broadcast in a manner to be heard outside the boundary lines of the Premises. Tenant shall not install any exterior lighting or plumbing



fixtures, shades or awnings or any exterior decorations or painting, or build any fences or make any changes to the exterior of the Premises without Landlord's consent.

15. Landlord's Interest:

(a) Landlord reserves the right to assign or transfer any and all of its rights, title and interest under this Lease, including but not limited to, the benefit of all covenants of the Tenant hereunder. Notwithstanding anything contained in this Lease to the contrary, it is specifically understood and agreed that the obligations imposed upon Landlord hereunder shall be binding upon Landlord and Landlord's successors in interest only with respect to breaches occurring during Landlord's successors' respective ownership of Landlord's interest hereunder, and Landlord and its said successors in interest shall not be liable for acts and occurrences arising from and after the transfer of their interest as Landlord hereunder.

(b) If all or any part of Landlord's interest in this Lease shall be held by a trust at any time or times, no trustee, shareholder or beneficiary of said trust shall be personally liable for any of the covenants or agreements, express or implied, hereunder; the Landlord's covenants and agreements shall be binding upon the trustees of said trust as trustee, as aforesaid, and not individually and shall be binding upon the trust estate. Nothing contained in the foregoing shall limit or restrict Tenant's rights to obtain injunctive relief against Landlord.

(c) Landlord shall have no authority to be a part of Tenant's negotiations with suppliers, negotiating of contracts or personal property leases, nor any other aspect of the operation of the fuel station and/or convenience store. Tenant shall have sole and absolute discretion and authority with regard to the contracts it enters into, including the negotiation of all terms of said contract.

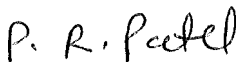
(d) Tenant agrees from time to time to look only to Landlord's interest in the Premises for satisfaction of any claim against Landlord hereunder and not to any other property or assets of Landlord.

16. Indemnification:

Tenant shall indemnify and defend Landlord and save Landlord harmless from any and all claims of whatever nature for injury or damage to persons or property in or about the Premises or in any common area unless caused by the negligence or willful conduct of Landlord or its employees, agents or contractors.

**TENANT:**

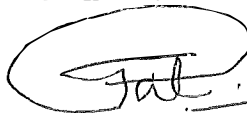
Jeshang Corporation



\_\_\_\_\_  
Pallavibahen Patel, President

**LANDLORD:**

Santok LLC



\_\_\_\_\_  
Chirag Patel, Manager



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 checked="" 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 MAIL THIS  
 TRANSMITTAL FORM ALONG WITH  
 COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

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

## Payment Confirmation

### YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



**Transaction Processed Successfully.**

**INVOICE #: 8b8e22b1-922e-407f-b633-d5edade3d3f6**

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Jeshang Corp	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$4.70

Date Paid: 12/9/2020 6:08:25 PM EDT

Total Amount Paid: \$204.70

#### Payment On Behalf Of

**License Number or Business Name:**  
Jeshang Corp

**Fee Type:**  
FILING FEES-RETAIL

#### Billing Information

**First Name:**  
MATTHEW

**Last Name:**  
PORTER

**Address:**  
480, Turnpike Street

**City:**  
Easton

**State:**  
MA

**Zip Code:**  
02375

**Email Address:**  
[REDACTED]



Town of Leicester  
OFFICE OF THE TOWN ADMINISTRATOR

Town Hall, 3 Washburn Square  
Leicester, Massachusetts 01524-1333  
Phone: (508) 892-7000 Fax: (508) 892-7070  
www.leicesterma.org

January 4, 2021

To: Select Board  
From: David Genereux, Town Administrator  
**RE: Town Administrator's report**

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The following is a report on the general activities of the Town Administrator through December 30, 2020.

**Citizen issues:** Topics discussed with various citizens

- None of note

**Meetings:**

- Spoke with Joe McGinn of Weston and Sampson. He reports that they are on schedule with the analysis of the water/sewer districts, and that all districts have provided the information that W&S have requested to do their analysis.
- Met with Judy Ivel, Paul Fontaine, and members of Parks and Recreation regarding the Town taking up the duties of the Bandstand Committee. We have decided that reservations of the Common and maintenance of the bandstand will become an administration responsibility, while Parks and Recreation does site observation.
- Spoke with two individuals looking to set up cannabis delivery services within the Town. Such a service would require a change to the Town's bylaws. The Planning Board has been discussing allowing such services, as well as the possibility of allowing a second retail operation in Town.

**Activities:**

- We have reached an agreement with an abutter on Warren Avenue for the Fire Station drainage project. We believe that we are close to agreement with a property owner on Gleason. This will allow VHB to get the actual measurements and location markers needed to formulate a license agreement with the owners of those properties, to be voted by the Board in a few months. Eventually, easements will be formalized by Town Meeting.
- We finalized the procurement for the new ambulance. It will be purchased from Medix, per the Ambulance Director's recommendation at a cost of \$225,218. The bid itself was done through the Savvik purchasing group.
- Received word from DET the unemployment appeal that I wrote in the last Town Administrator report has been decided in the Town's favor. There is the possibility of a further appeal, however.
- Two draft scenarios of the FY 2022 budget have been distributed to departments, boards and committees. The scenarios show one with level funding of state aid, and one with a significant reduction in aid. We have requested that department heads submit budgets under both conditions, as we will not know what the preliminary state aid will be until the Governor files his budget in the third week of January.
- You may have heard that CARES Act funding as been extended. This will allow us to have until December 31, 2021 to spend our remaining spending, which is approximately \$80,000.

- We are working through Green Communities do get the rest of our streetlights converted to LED lighting. We anticipate completing the installation by April of 2021.
- We are working with the Worcester Regional Health Alliance for distribution of the COVID-19 vaccine to the Town's first responders. It is anticipated that those shots will be available sometime around January 11. We are quite grateful that the Alliance offered their assistance in this matter. There is no word yet on availability of the vaccine to the general public.
- We have conducted interviews for the public health nurse position that is now needed as we are out of the Alliance. The candidate pool is quite shallow. I have requested that we be allowed to remain within the Alliance for the nursing services portion of the former agreement. We will see what they say.
- Conducted a recruitment for a new department assistant in the DIS office. We are hopeful that our new hire may eventually be able to expand her responsibilities within that office so that we can be more competitive salary-wise.
- Work on the roof of Station 2 in Cherry Valley is virtually complete. We have also repaired the roof drains to ensure that there is no pooling water on the new roof. We have also done some interior cosmetic work to mitigate damage that occurred during the Christmas rain event.
- Fulfilled a records request regarding the amount of funds collected through Host Community Agreements (HCA's) and the marijuana sales tax. To date we have collected \$725,000 in HCA funds and \$885,048 in sales tax, for a total of \$1,610,048 in overall revenue.
- I have a public records request from Cannassist through the Cannabis Control Commission concerning municipal expenditures associated with their location on Route 56. Aside for the time spent by the local inspectors, which is covered by the cost of the permits, there are no other costs. This is why I proposed setting an HCA stabilization fund at Fall Town meeting, and will make such a proposal again for the Spring, as I believe that the CCC is going to eventually seek to enforce the laws regarding the use of HCA funds.
- Assembled all requests for the FY2022 Capital Plan.
- The Christmas drop in lunch for the employees that was held in the Administrator's Office on December 21<sup>st</sup> was a great success. I can see it becoming an annual tradition.

Please feel free to contact me with any questions or concerns.

Amy Moulton

January 07, 2021

Melanie Rajaniemi  
3 Washburn Square  
Leicester, Ma. 01524

Dear Melanie,

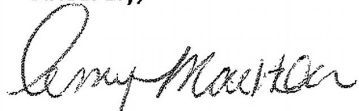
Please accept this as my formal resignation from The Town of Leicester, Collectors office. My last day of employment will be January 21,2021.

With much consideration I have made this difficult decision on many factors with health concerns being foremost.

I am grateful for the opportunity I was given to work for the Town of Leicester. During my time here I feel that I have developed more skill and understanding of what is needed to work with the public.

However, I find this particular population we deal with to be very challenging and are often inappropriate and difficult. For this reason I find it is far to stressful of an environment for me to continue.

Sincerely,

A handwritten signature in cursive script that reads "Amy Moulton".

Amy Moulton

## **Alisa Ayres**

**Leicester, MA | |**

Dear Sir/Dear Madam:

With extensive administrative experience in a variety of organizations, I am now seeking the opportunity to join your team as a Treasurer/Collector Department Assistant.

For a more detailed presentation of my skill sets, please review the enclosed resume with a list of professional references included. I believe a personal meeting would provide us with a more effective platform to discuss my offerings and included my contact information for your convenience.

Thank you for your consideration and I look forward to your call.

Sincerely,  
Alisa Ayres

# Alisa Ayres

Leicester, MA |

## QUALIFICATIONS SUMMARY

- Administrative assistant with strong organizational skills, extensive experience in administrative duties and data entry as well as Microsoft Office Suite.
- 18+ years of customer service experience with the ability to create a welcoming environment for clients.
- Self-starter able to effectively navigate workload with clear communication skills, can do attitude and the ability to work alone or with a team.

## PROFESSIONAL EXPERIENCE

**Stylist (Part-Time)** – 2013-Current | G.Q. Hair Salon | Holden, MA

**Administrative Assistant to Lead Executive Assistant and Co-Managing Partners** – 2018-2020 | AAFCPAs, Inc. | Westborough, MA

**Personal Injury Paralegal** – 2016 to 2018 | The Law Offices of Joseph J. Cariglia, P.C. | Worcester, MA

**Spa Coordinator (Part-Time)** – 2014-2016 | StarSeed Day Spa | Westborough, MA

**Financial Aid Officer** - 2010 to 2014 | Spa Tech Institute | Westborough, MA

## SKILLS

- Experience with MS Office and prior payroll processing experience.
- Maintain calendars -- plan and schedule meetings, teleconferences, videoconferences, Domestic and International travel.
- Schedule travel to include airline reservations, car services, and hotel reservations.
- Arrange and schedule meeting space, catering and logistics for internal and customer events/meetings (2-200 people).
- Organize filing system while maintaining confidentiality and discretion of sensitive information.
- Contribute to ongoing process and workflow improvement; i.e. creation and maintenance of templates and tracking systems.
- Able to provide general office administration tasks such as answering phones, filing, copying, collating, etc.
- Able to maintain and finish multiple projects at one time.

## EDUCATION / CERTIFICATIONS

Bay Path University, Longmeadow, MA – Business Administration – Associate's Degree

Spa Tech Institute, Westborough, MA – Aesthetics – Aesthetician Type 7

Cosmix School of Beauty Science, Marlborough, MA – Cosmetology - Cosmetologist

Joseph P. Keefe Technical High School, Framingham, MA – Commercial Art - Diploma

## PROFESSIONAL REFERENCES

Ron Gentle, Esquire – Supervising Attorney at The Law Offices of Joseph Cariglia

Corinne Woeller – Assistant Director of Financial Aid at Spa Tech Institute

Blanca Podlubny – Owner, LMT of Whole Self Holistics





## TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Ferol Smith HOME TEL. \_\_\_\_\_

ADDRESS: \_\_\_\_\_ WORK TEL. \_\_\_\_\_

Rochdale

EMAIL ADDRESS: \_\_\_\_\_

Are you a citizen?  Yes  No Are you a registered voter?  Yes  No

- |  |   |
|--|---|
| <input type="checkbox"/> Advisory/Finance Committee            | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Agricultural Commission               | <input type="checkbox"/> Historical Commission          |
| <input type="checkbox"/> Arts Council                          | <input type="checkbox"/> Memorial Day Committee         |
| <input type="checkbox"/> Bandstand Committee                   | <input type="checkbox"/> Parks and Recreation Committee |
| <input type="checkbox"/> Burncoat Park Planning Committee      | <input type="checkbox"/> Recycling Committee            |
| <input checked="" type="checkbox"/> Bylaw Committee            | <input type="checkbox"/> Road Conversion Committee      |
| <input type="checkbox"/> Capital Improvement Planning Comm.    | <input type="checkbox"/> Stormwater Committee           |
| <input checked="" type="checkbox"/> Commission on Disabilities | <input type="checkbox"/> Zoning Board of Appeals        |
| <input type="checkbox"/> Conservation Commission               | <input type="checkbox"/> Other _____                    |

### AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

Four  Two  One  Less than one

Are you available for evening meetings?

Monday  Tuesday  Wednesday  Thursday

Are you available throughout the year for committee meetings?

Yes  No

If not, when are you **NOT** available?

Winter  Spring  Summer  Autumn

EDUCATION: \_\_\_\_\_

Masters, Public Administration; Anna Maria College

Bachelors, Business Administration, Assumption College

(Please complete reverse side)

**EMPLOYMENT EXPERIENCE:**

Town of Leicester: Are you currently or have you ever been employed by the Town?  Yes  No

If yes, state position(s) and date(s): \_\_\_\_\_

*Other Experience: Start with present or last job (include title) and military service assignments. Exclude organizations' names which indicate race, religion, sex, or national origin.*

Quality Control Analyst, Audit Analytics - 2015-present \_\_\_\_\_

Financial Analyst, Community Healthlink- 2014-2015 \_\_\_\_\_

Easter seals Massachusetts, Director Financial Loan Program- 2010-2014 \_\_\_\_\_

Easter seals- operations data manager - 2007-2010 \_\_\_\_\_

**COMMENTS:** Please tell us why you are interested in serving on the committees noted and any additional comments you may have: \_\_\_\_\_

I am interested in public service and volunteer work. I would like to find out \_\_\_\_\_

more about the openings (responsibilities and commitment) \_\_\_\_\_

***Sometimes there is a short-term need for special background skills.***

Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

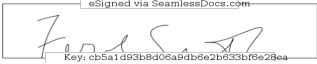
***I possess the following training or experience:***

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Architecture             | <input type="checkbox"/> Communications          | <input type="checkbox"/> Computer Technology      |
| <input type="checkbox"/> Construction             | <input type="checkbox"/> Economics               | <input type="checkbox"/> Education                |
| <input type="checkbox"/> Engineering, Civil       | <input type="checkbox"/> Engineering, Electronic | <input type="checkbox"/> Engineering, Mechanical  |
| <input type="checkbox"/> Financial Administration | <input type="checkbox"/> Fine Arts               | <input type="checkbox"/> Government Contracts     |
| <input type="checkbox"/> Health Care              | <input type="checkbox"/> Historic Activities     | <input type="checkbox"/> Human Services           |
| <input type="checkbox"/> Insurance                | <input type="checkbox"/> Land Use Planning       | <input type="checkbox"/> Grant Writing            |
| <input type="checkbox"/> Law                      | <input type="checkbox"/> Management              | <input type="checkbox"/> Personnel Administration |
| <input type="checkbox"/> Property Appraisal       | <input type="checkbox"/> Public Relations        | <input type="checkbox"/> Real Estate              |
| <input type="checkbox"/> Science                  | <input type="checkbox"/> Statistics              | <input type="checkbox"/> Survey Research          |
| <input type="checkbox"/> Systems Analysis         | <input type="checkbox"/> Transportation          |   |

Other Skills & Interests: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Government or Community Volunteer Experience (Leicester or Elsewhere)**

<b>Position/Activity</b>	<b>Date(s)</b>	<b>City or Town</b>
Committee member, Massachusetts	2018-present	Boston
AT loan program	_____	_____
_____	_____	_____
 <i>Signature of Applicant</i>		11/12/2020
		<i>Date</i>

Thank you for your interest in serving the Town of Leicester



## TOWN OF LEICESTER CITIZEN VOLUNTEER FORM

From time to time vacancies/resignations occur on various town boards and committees. Should you be interested in volunteering to serve the Town in any capacity, please complete this form. Information received will be made available to boards, committees, and departments for their reference in filling vacancies.

NAME Paul Bennett HOME TEL. 978-697-6713  
ADDRESS: 328 Henshaw Street Leicester, MA 01524 WORK TEL. 978-697-6713

EMAIL ADDRESS: pbennett@wpi.edu

Are you a citizen?  Yes  No Are you a registered voter?  Yes  No

- |  |  |
|--|--|
| <input type="checkbox"/> Advisory/Finance Committee                    | <input checked="" type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Agricultural Commission                       | <input type="checkbox"/> Historical Commission                     |
| <input type="checkbox"/> Arts Council                                  | <input type="checkbox"/> Memorial Day Committee                    |
| <input type="checkbox"/> Bandstand Committee                           | <input checked="" type="checkbox"/> Parks and Recreation Committee |
| <input type="checkbox"/> Burncoat Park Planning Committee              | <input type="checkbox"/> Recycling Committee                       |
| <input type="checkbox"/> Bylaw Committee                               | <input type="checkbox"/> Road Conversion Committee                 |
| <input checked="" type="checkbox"/> Capital Improvement Planning Comm. | <input type="checkbox"/> Stormwater Committee                      |
| <input type="checkbox"/> Commission on Disabilities                    | <input checked="" type="checkbox"/> Zoning Board of Appeals        |
| <input checked="" type="checkbox"/> Conservation Commission            | <input type="checkbox"/> Other _____                               |

### AVAILABILITY FOR MEETINGS

How many times per month are you available for meetings?

Four  Two  One  Less than one

Are you available for evening meetings?

Monday  Tuesday  Wednesday  Thursday

Are you available throughout the year for committee meetings?

Yes  No

If not, when are you **NOT** available?

Winter  Spring  Summer  Autumn

EDUCATION: \_\_\_\_\_

BA - University of Wyoming, Education, MBA in process WPI

(Please complete reverse side)

**EMPLOYMENT EXPERIENCE:**

Town of Leicester: Are you currently or have you ever been employed by the Town?  Yes  No

If yes, state position(s) and date(s): \_\_\_\_\_

Other Experience: Start with present or last job (include title) and military service assignments. Exclude organizations' names which indicate race, religion, sex, or national origin.

In my last position, and my current position I oversee over 40 staff, run fundraising and internal with upwards of 500 participants/spectators. I am responsible on a daily basis for the water quality for a large competition complex as well as the Aquatics venue as a whole. I have

**COMMENTS:** Please tell us why you are interested in serving on the committees noted and any additional comments you may have: I believe it is my responsibility to be involved and actively contribute back to my community to make a positive difference for the residents of Leicester.

**Sometimes there is a short-term need for special background skills.**

Please indicate your field(s) of training or experience below, as appropriate. Your application will be added to the list of residents who have expressed an interest in serving in similar capacities.

**I possess the following training or experience:**

- Architecture, Construction, Engineering, Civil, Financial Administration, Health Care, Insurance, Law, Property Appraisal, Science, Systems Analysis, Communications, Economics, Engineering, Electronic, Fine Arts, Historic Activities, Land Use Planning, Management, Public Relations, Statistics, Transportation, Computer Technology, Education, Engineering, Mechanical, Government Contracts, Human Services, Grant Writing, Personnel Administration, Real Estate, Survey Research

Other Skills & Interests: \_\_\_\_\_

**Government or Community Volunteer Experience (Leicester or Elsewhere)**

Table with 3 columns: Position/Activity, Date(s), City or Town. Includes a signature box for Paul Bennett and the date 11/11/2020.

Thank you for your interest in serving the Town of Leicester



## RESERVE FUND TRANSFER REQUEST

Date of Request: 01/25/2021

Department: #300 Name: School Department

Request is hereby made of the Advisory Board of the Town of Leicester for the following transfer from the Reserve Fund in accordance with Chapter 40, Section 6 of MGL.

CURRENT RESERVE FUND BALANCE: \$38,000

TOTAL AMOUNT OF REQUEST: \$12,000

**To Line Number: 01-310-5204-423**

**Current Balance: \$5,588.37**

REVISED RESERVE FUND BALANCE: \$26,000

State what transfer will be used for and give reason for this emergency request:

The fire sprinkler pump control panel for the High School needs to be replaced. Multiple vendors, along with the Fire Chief's personal referral, have determined that the system is antiquated and cannot be repaired, and must be replaced in its entirety.

Because of the safety issues involved, this would be an emergency procurement, which would allow the Town to go with a single vendor after posting notice in the Central Register. The lowest of the proposal of the two companies that quoted was \$10,900. In addition, we anticipate another \$1,100 in expenditures for electrical services.

The district does not have the funding set aside in the facilities budget to replace this system. The life expectancy of the system in its current state is unknown, at best. If the batteries fail, it will completely shut down.

Signature of applicant: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_

Chair, Select Board - Signature \_\_\_\_\_

\*\*\*\*\*

***ADVISORY BOARD ACTION***

*Date of Advisory Board meeting:* \_\_\_\_\_

*Approved:* \_\_\_\_\_

*Disapproved:* \_\_\_\_\_

*Amount approved:* \_\_\_\_\_

*Account Number:* \_\_\_\_\_

*Chair, Advisory Board - Signature* \_\_\_\_\_

# Proposal #1238 - Controller LEI002



Hampshire Fire Protection  
Co., LLC  
8 North Wentworth Avenue  
Londonderry NH 03053  
P: 603-432-8221  
F: 603-432-8128  
Proposal Date: 01/12/2021

### Prepared By

Glenn Wells  
gwells@hampshirefire.com

### Prepared For

LEICESTER HIGH SCHOOL  
174 PAXTON STREET LEICESTER MA 01524  
James Souza  
souzaj@lpsma.net  
5088927030

## Summary

We hereby submit specifications and estimates to furnish and install fire protection work including:

### Scope of Work

1. Demolition and removal of existing fire pump control panel including disconnect of sensing lines and associated material.
2. Provide new Eaton model FD-120 12 volt, diesel control panel, NEGITIVE GROUND. (A 115 volt separate circuit is required is required to power the built in battery chargers)
3. Provide new sensing fire connections to existing system.
4. Perform start-up and test of fire pump start and stop.
5. Perform flow test per NFPA.
6. Permit and fees.
7. Hoisting and rigging.
8. Prevailing wages.

Description	Quantity	Unit Price	Total
Total Parts, Labor, Permits, & Fees (Tax included)			\$10900.00
Sub Total			\$10900.00
Sales Tax			0.000%
Total Amount			\$10900.00

### Exclusions

All electrical and/or fire alarm wiring is excluded from scope of work and total price.

**Matthew Field Electrician**

89 S Main St  
North Brookfield, MA 01535 US  
(774)239-0860  
matt.field@mwfelectric.com



# Estimate

**ADDRESS**

Leicester Public Schools  
3 Washburn Sq  
Leicester, Ma 01524

**SHIP TO**

Leicester Public Schools  
3 Washburn Sq  
Leicester, Ma 01524

**ESTIMATE #** 1166

**DATE** 01/20/2021

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DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Sales</b>	Leicester High School - Fire Pump panel replacement	1	1,000.00	1,000.00
		Scope of work			
		- Disconnect existing electrical and controls from fire pump panel			
		- Reconnect all power and controls after fire pump company is complete			
		- Return following day for testing and trouble shooting if needed			
		- permit is included			
TOTAL					<b>\$1,000.00</b>

Accepted By

Accepted Date



## **Senior Center Donations**

Recommend accepting the following donations made to the Senior Center:

- Golden Needles Club/Geraldine Bordage - \$50
- Matthew Ball & Allison Hubbard - \$200

Total to be deposited: \$250



# TOWN OF LEICESTER

## Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113  
TELEPHONE: (508) 892-7016 • FAX: (508) 892-7506

*Rachelle S. Cloutier, M.Ed.*  
*Director of Elder Affairs*

**Golden Needles Club  
c/o Geraldine Bordage  
8 Welch Ct.  
Cherry Valley, MA 01611**

**Dear Gerry and Golden Needles Group:**

**Thank you for your generous donation of \$50 to the senior center in memory of Cion by the Golden Needles Club. It was actually devastating for us to hear that she had passed. She was such a wonderful lady! In her own quiet ways, she brought so much joy to the group. She will be greatly missed by all who knew her.**

**It is our hope at the center that we will be able to welcome all of you back so you can enjoy each other's company. You will come to knit, laugh and just socialize like old times. Let us hope this can happy soon.**

**Again, thank you so very much for your generosity.**

**Sincerely,**

**Rachelle S. Cloutier, M.Ed.  
Director of Elder Affairs**

**Cc : Town Administrator  
Select Board**



# TOWN OF LEICESTER

## Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113  
TELEPHONE: (508) 892-7016 • FAX: (508) 892-7506

*Rachelle S. Cloutier, M.Ed.*  
*Director of Elder Affairs*

**Matthew Ball  
Allison Hubbard  
39 Winslow Avenue  
Leicester, ma 01524**

**Dear Matthew and Allison:**

**Thank you for your donation of \$200 to the senior center. We are so grateful for your generosity. This money will benefit us in so many ways.**

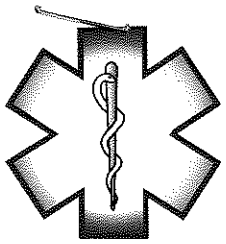
**As you know, we have continued to offer exercise outdoors when weather permits. Because of generous folks like you, we will be able to continue to offer these programs to our seniors.**

**Again, thank you so much!**

**Sincerely,**

**Rachelle S. Cloutier, M.Ed.  
Director of Elder Affairs**

**Cc : Town Administrator  
Select Board**



# Town of Leicester • Emergency Medical Services

3 Paxton Street • Leicester, MA 01524

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PHONE: (508) 892-7006

**Date:** January 8, 2021

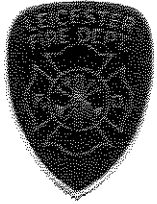
**To:** Select Board

**From:** Robert F. Wilson  
EMS Director

**Subject:** Donations

I respectfully request the Board accept a \$100.00 donation from Ann & Paul Lavalée for the EMS department.

Thanking you in advance for your consideration in this matter.



CHIEF  
MICHAEL R. DUPUIS

# TOWN OF LEICESTER FIRE DEPARTMENT

3 PAXTON STREET  
LEICESTER, MASSACHUSETTS 01524



OFFICE (508) 892-7022

**Date:** January 8, 2021

**To:** Select Board

**From:** Michael Dupuis  
Fire Chief

**Subject:** Donations

I respectfully request the Board accept a \$10.00 donation from Renee McCue Hall for the Fire department.

Thanking you in advance for your consideration in this matter.

A handwritten signature in black ink, appearing to read "Michael Dupuis". The signature is fluid and cursive, with a long horizontal stroke at the end.

**DISCLOSURE BY SPECIAL MUNICIPAL EMPLOYEE  
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT  
AS REQUIRED BY G. L. c. 268A, § 20(d)**

SPECIAL MUNICIPAL EMPLOYEE INFORMATION	
Name of <b>special municipal employee</b> :	Diane L Moffat
Put an X beside one statement.	<p>I am a <b>special municipal employee</b> because:</p> <p><input type="checkbox"/> I am a selectman in a town with a population of 10,000 or fewer people;</p> <p><input type="checkbox"/> I am not a mayor, alderman or city councilor, and</p> <p><input type="checkbox"/> I serve in a municipal position for which <b>no compensation</b> is provided, or</p> <p><input checked="" type="checkbox"/> I earned <b>compensation for fewer than 800 hours</b> in the preceding 365-day period, or</p> <p><input type="checkbox"/> By the classification of my position by my municipal agency or by the terms of a contract or my conditions of employment, I am <b>permitted to have personal or private employment during normal business hours.</b></p> <p><input type="checkbox"/> I work for a company or organization which has a contract with a municipal agency, and I am a "<b>key employee</b>" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular, and the <b>contract states that I am a special municipal employee or indicates that I meet one of the three requirements listed above.</b></p>
Title/ Position	Elected Member of the <u>Board of Health</u>
<b>Fill in this box if it applies to you.</b>	If you are a special municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Municipal Agency/ Department:	This is "my Municipal Agency."
Agency Address:	
Office phone:	
Office e-mail:	
	Check one: <input checked="" type="checkbox"/> Elected or <input type="checkbox"/> Non-elected
Starting date as a special municipal employee.	June 2020



<p><b>BOX # 1</b></p> <p>Select either <b>STATEMENT #1</b> or <b>STATEMENT #2.</b></p> <p><b>Write an X by your financial interest.</b></p>	<p><b>ELECTED SPECIAL MUNICIPAL EMPLOYEE</b></p> <p>I am an <b>elected special municipal employee.</b></p> <p><input checked="" type="checkbox"/> <b>STATEMENT #1:</b> I had a financial interest in a contract made by a municipal agency <b>before</b> I was elected to a compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p><input type="checkbox"/> <b>STATEMENT #2:</b> I will have a <b>new</b> financial interest in a contract made by a municipal agency.</p> <p><b>My financial interest in a contract made by a municipal agency is:</b></p> <p><input checked="" type="checkbox"/> A compensated, non-elected position with a municipal agency.</p> <p><input type="checkbox"/> A contract between a municipal agency and myself.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><input type="checkbox"/> Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p><b>BOX #2</b></p> <p>Select either <b>STATEMENT #1</b> or <b>STATEMENT #2.</b></p> <p><b>Write an X by your financial interest.</b></p>	<p><b>NON-ELECTED SPECIAL MUNICIPAL EMPLOYEE</b></p> <p>I am a <b>non-elected special municipal employee</b> (compensated or uncompensated).</p> <p><input type="checkbox"/> <b>STATEMENT #1:</b> I had a financial interest in a contract made by a municipal agency, other than an employment contract, <b>before</b> I took a non-elected, compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p><b>My financial interest in a contract made by a municipal agency is:</b></p> <p><input type="checkbox"/> A contract between a municipal agency and myself, but not an employment contract.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><b>OR</b></p> <p><input type="checkbox"/> <b>STATEMENT #2:</b> I will have a <b>new</b> financial interest in a contract made by a municipal agency.</p> <p><b>My financial interest in a contract made by a municipal agency is:</b></p> <p><input type="checkbox"/> A compensated, non-elected position with a municipal agency.</p> <p><input type="checkbox"/> A contract between a municipal agency and myself.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><input type="checkbox"/> Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p>Name and address of municipal agency that made the contract</p>	<p><b>FINANCIAL INTEREST IN A MUNICIPAL CONTRACT</b></p> <p>This is the "contracting agency."</p> <p style="text-align: center;">Leicester Public Schools</p>
<p>Write an X to confirm this statement.</p>	<p><input checked="" type="checkbox"/> In my work as a special municipal employee for my Municipal Agency, I participate in or have <b>official responsibility for activities of the contracting agency.</b></p>
	<p><b>ANSWER THE QUESTION IN THIS BOX</b></p>

<b>FILL IN THIS BOX OR THE NEXT BOX</b>	<b>IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND YOU.</b> - Please explain what the contract is for. <i>I work as the School Nurse at Leicester High School and also contracted as a seperate stipend position as Lead Nurse for the district.</i>
	<b>ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND ANOTHER PERSON OR ENTITY</b> - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?
What is your financial interest in the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it. <i>Annual Salary Per School Nurses Contract LEAD NURSE stipend.</i>
Date when you acquired the financial interest	<i>Hired - August 2005</i>
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. —
Date when your immediate family acquired the financial interest	—
Employee signature:	<i>Deane L. Moffat</i>
Date:	<i>1/13/21</i>

**SEE NEXT PAGE FOR APPROVAL  
 BY CITY COUNCIL, BOARD OF ALDERMEN,  
 BOARD OF SELECTMEN. TOWN COUNCIL,  
 OR DISTRICT PRUDENTIAL COMMITTEE**



**APPROVAL OF EXEMPTION  
BY THE CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN,  
TOWN COUNCIL OR DISTRICT PRUDENTIAL COMMITTEE**

Name:	
Name of approving body:  <b>Write an X by one selection.</b>	<input type="checkbox"/> <b>City Council</b> <input type="checkbox"/> <b>Board of Aldermen</b> <input type="checkbox"/> <b>Board of Selectmen</b> <input type="checkbox"/> <b>Town Council</b> <input type="checkbox"/> <b>District Prudential Committee</b>
Title/ Position	
Agency Address:	
Office phone:	
<b>APPROVAL OF § 20(d) EXEMPTION</b>	
	<p>We have received a disclosure under G.L. c. 268A, § 20(d) from a special municipal employee who seeks to have a financial interest in a contract made by a municipal agency of this city or town. We understand that the special municipal employee participates in, or has official responsibility for, activities of the municipal agency that made the contract. We approve this exemption under § 20(d) regarding the financial interest identified by the special municipal employee.</p>
Signature:	On behalf of the Council, Board or Committee identified above, I sign this approval.
Date:	

**Attach additional pages if necessary.**

**File your completed, signed, approved Disclosure with the city or town clerk.**



Wayne O. Salo, Founder  
Neil R. Dixon, Founder  
Jesse G. Hilgenberg, Principal

January 12, 2021

Mr. David A. Genereux, Town Administrator  
Town of Leicester  
3 Washburn Square  
Leicester, MA 01524-1333

RE: Proposed New Clubhouse & Maintenance Buildings  
Hillcrest Country Club  
323 Pleasant Street  
Leicester, MA 01524

Dear Mr. Genereux:

Dixon Salo Architects, Inc. and our project team are pleased to submit this proposal for Architectural and Engineering Services for the proposed new Clubhouse and Maintenance Buildings to be constructed on the site of the Hillcrest Country Club, 323 Pleasant Street, Leicester, MA.

We understand the Scope of Services is to be as follows:

- Construction of new single story 4,000 (revised from 3,000 sf) square foot (40' x 100') pre-engineered metal clubhouse building.  
Building to include: a bar, restaurant/function room for 150 persons, kitchen and related areas, vestibule/entrance, restrooms, storage areas, outside service window with roofed patio area.
- Construction of a new 600 square foot (20' x 30') pre-engineered metal maintenance/equipment building.  
Building to have electricity for general purpose power and lighting.  
Building to have no heat.
- Development of site for parking and access to the two new proposed buildings.

Mr. David Genereux, Town Administrator  
January 12, 2021  
Page 2.

- Existing clubhouse building to remain during construction of new buildings and to be demolished and site restored upon completion of new clubhouse and maintenance buildings.

**Project Team**

Architect

Dixon Salo Architects, Inc.  
Neil Dixon, Principal –in-Charge

Plumbing, Fire Protection, HVAC Engineer

Seaman Engineering, Corp.  
Kevin Seaman, Principal-in-Charge

Civil/Site Engineer

Graves Engineering, Inc.  
Michael Andrade, Principal-in-Charge

Structural Engineer

Johnson Structural Engineers, Inc.  
Rob Johnson, Principal-in-Charge

Electrical Engineer

Shepherd Engineering, Inc.  
John Shepherd, Principal-in-Charge

Food Service Consultant

Cromwell Consulting, Inc.  
Kevin Cromwell, Principal-in- Charge

Our services will include:

**Phase 1 – Schematic Design Phase**

1. Meeting with you and selected restaurant operator to confirm scope of work.
2. Site visit and investigation to verify existing conditions.
3. Development of preliminary Site Plan, Floor Plans and Elevations to reflect the agreed upon scope of work.
4. Review of Massachusetts State Building Code and Massachusetts Architectural Access Board Regulations as they relate to the proposed buildings.
5. Meetings (assume 2) with you to review and adjust the plans and elevations.
6. Site Survey on project area.

**Phase 2 Design Development Phase**

1. Based upon approved Schematic Design Site Plan, Floor Plans and Elevations and discussions we will prepare Design Development Documents (Site Plan, Floor Plans, Elevations) further defining the scope of work and possible options for completing the work.
2. Preparation of initial drawings for Structural, Plumbing, Fire Protection, Heating, Ventilating and Air Conditioning, Kitchen/Food Service, Electrical and Fire Alarm Drawings.
3. Meetings with you (assume 2) to review and discuss the progress of the drawings.

**Phase 3 Construction Documents Phase**

1. Dixon Salo Architects, Inc. and our consultants will prepare construction documents (drawings and specifications) sufficient for Bidding, Building Permit Application and construction.
2. Meeting with you to review bid documents.

**Phase 4 Bidding and Negotiation**

1. Assist the Town of Leicester in soliciting bids (public bidding, prevailing wages) and awarding a contract for the construction of the proposed work.

**Phase 5 Construction Administration**

1. Construction Administration services as required by the Massachusetts State Building Code to include: regular site visits, review of submittals, review of contractor's monthly applications for payment, preparation of supplemental clarification drawings, final construction review, punch list, project closeout and Final Construction Control Certification.

**Phase 6 Project Closeout**

1. Demolition of existing clubhouse and restoration of site (paving, landscaping)

Proposed fee:

Architectural	38,500.00
Civil/Site Engineering	18,000.00
Site Survey	3,900.00
Structural Engineering	14,000.00
Plumbing, HVAC & Protection Engineering	5,300.00
Electrical & Fire Protection Engineering	4,500.00
Kitchen/Food Service Consultant	8,500.00
Coordinate Consultants	<u>10,800.00</u>
 Total Fee	 \$103,500.00

The following services are not included in this proposal:

- Interior Design
- Three dimensional renderings
- Design services related to any golf course improvements.

Mr. David Genereux, Town Administrator  
January 12, 2021  
Page 4.

Additional or supplemental services, when requested or authorized, will be invoiced at our standard hourly rates indicated on the enclosed Rate Schedule.

Reimbursable expenses for prints, postage, etc. will be invoiced at our standard rate of 1.2 time actual cost.

Dixon Salo Architects, Inc. and our team of consultants are available to start work on this project upon your authorization to proceed.

We look forward to having the opportunity to work with you and the Town on Leicester on this most interesting project.

Very truly yours,  
DIXON SALO ARCHITECTS, INC.

  
Neil R. Dixon, Founder/Architect  
NRD/hs

Enclosure: Rate Schedule

AUTHORIZATION TO PROCEED

TOWN OF LEICESTER

\_\_\_\_\_  
David A. Genereux,  
Town Administrator

DATE: \_\_\_\_\_



**DIXON SALO  
ARCHITECTS  
INCORPORATED**

Wayne O. Salo, Founder  
Neil R. Dixon, Founder  
Jesse G. Hilgenberg, Principal

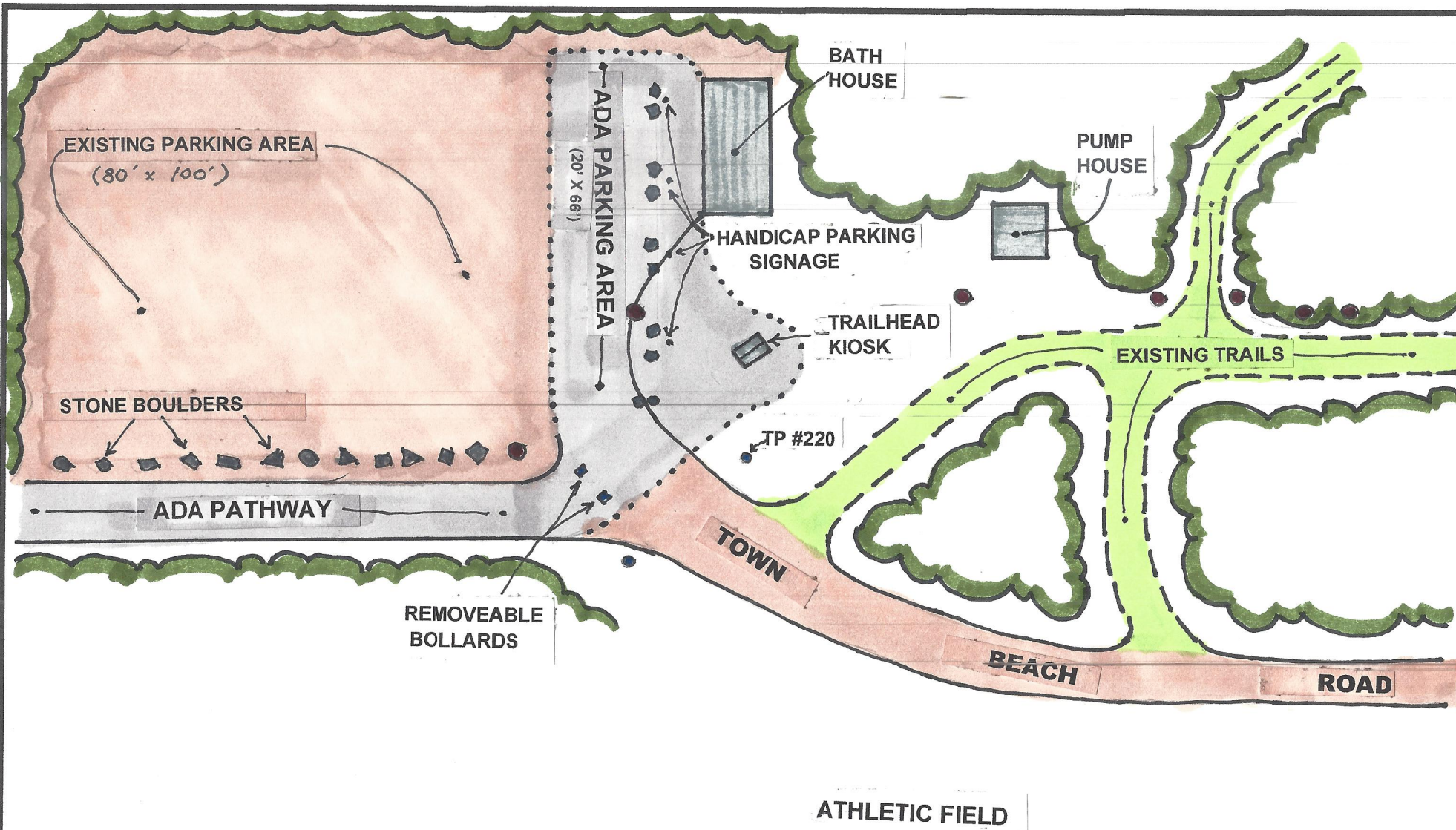
**RATE SCHEDULE**

**EFFECTIVE THROUGH DECEMBER 2021**

Invoices are based on hours worked, including travel time. Where an estimated total has been given, it is not an upset figure but is provided solely to aid in project planning. Our hourly rates are:

PRINCIPAL.....	160.00
PROJECT ARCHITECT .....	130.00
JOB CAPTAIN.....	115.00
DRAFTER.....	100.00
PROJECT SUPPORT.....	40.00





**CONSERVATION WORKS LLC**  
 PROFESSIONAL TRAIL SERVICES  
 P.O. BOX 705, N. HATFIELD, MA 01060  
[Dobrien578@gmail.com](mailto:Dobrien578@gmail.com)  
 978-537-2377

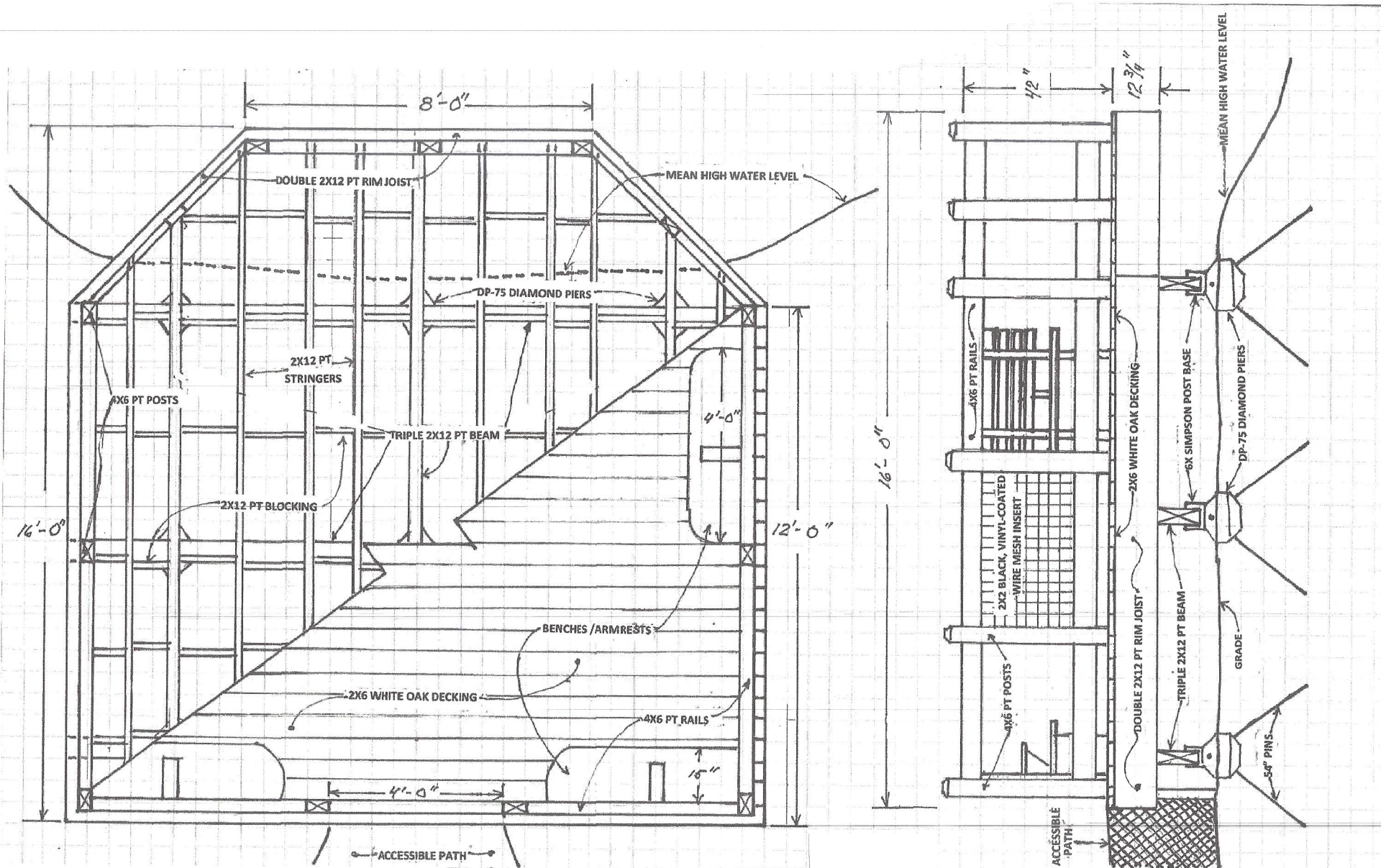
**TRAIL DESIGNER:**  
 Dick O'Brien  
[Dobrien578@gmail.com](mailto:Dobrien578@gmail.com)  
 978-537-2377

**PREPARED FOR:**  
**LEICESTER SPORTS PLANNING COMMITTEE**  
**PROJECT TITLE:**  
**BURNCOAT POND TRAILHEAD SCHEMATIC PLAN**

**SHEET #:**  
**1**

- NOTES:**
- Not Drawn to Scale
  - ..... Represents the outline of the ADA parking area
  - The Trailhead Kiosk is a wooden, post & beam style structure that utilizes both sides to present information to users.





**NOTES:**

- Scale: 1" = 3.2'
- All framing stock is PT dimensional lumber except the decking which is rough-cut White oak
- The foundation consists of commercial-grade Diamond Piers (DP-75) with 60" pins
- All hardware is HDG galvanized grade.
- All benches have arm rests and open ends for mobility impaired and wheel-chair bound users
- The gravel path will be installed flush with the top of the decking material.



**CONSERVATION  
WORKS**

**CONSERVATION WORKS LLC**

PROFESSIONAL TRAIL SERVICES

P.O. BOX 705, N. HATFIELD, MA 01060

[Dobrien578@gmail.com](mailto:Dobrien578@gmail.com)

978-537-2377

**TRAIL DESIGNER:**

*Dick O'Brien*

[Dobrien578@gmail.com](mailto:Dobrien578@gmail.com)

978-537-2377

**PREPARED FOR:**

**LEICESTER SPORTS  
PLANNING COMMITTEE**

**PROJECT TITLE:**

**BURNCOAT POND  
ADA-COMPLIANT  
VIEWING PLATFORM**

**SHEET #:**

**2**





**CONSERVATION WORKS LLC**  
**PROFESSIONAL TRAIL SERVICES**  
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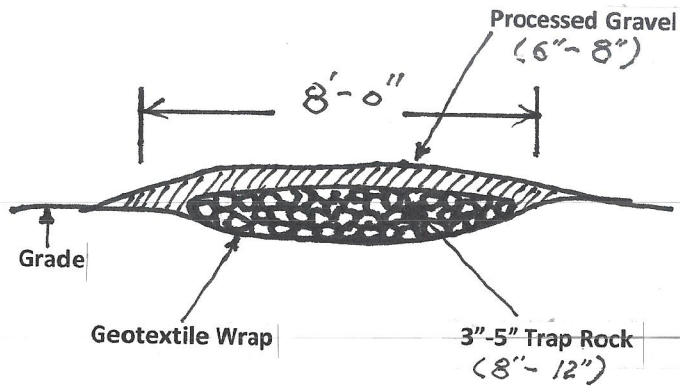
**TRAIL DESIGNER:**  
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 978-537-2377

**PREPARED FOR:**  
**LEICESTER SPORTS**  
**PLANNING COMMITTEE**

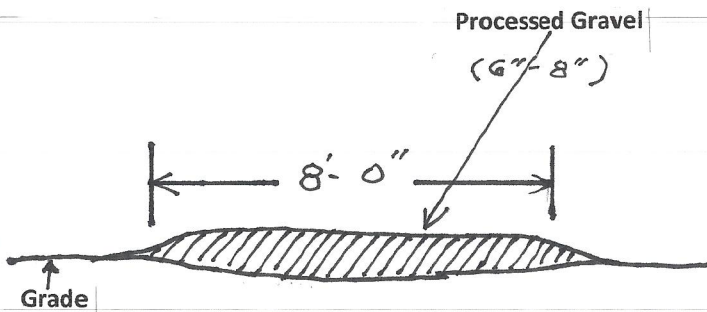
**PROJECT TITLE:**  
 - **TRAILHEAD KIOSK**  
 - **TRAIL REPAIRS**

**SHEET #:**  
**3**

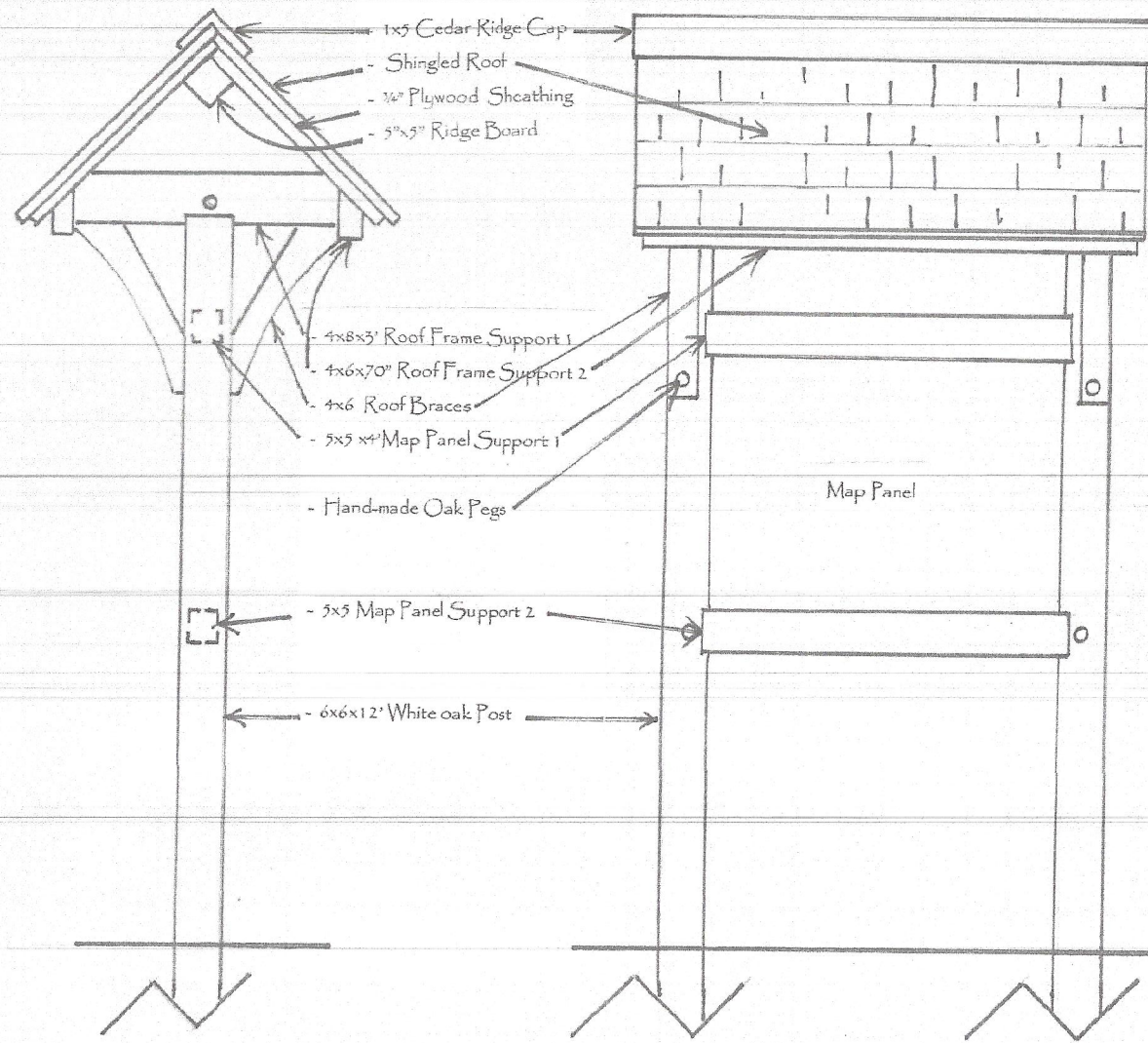
**STANDING WATER (MUDHOLES)**



**TWO TYPICAL GRAVEL REPAIR TECHNIQUES FOR WET TRAIL SECTIONS**



**SOFT, WET SOIL CONDITIONS**



**FRAMING PLAN FOR POST & BEAM STYLE TRAILHEAD KIOSK**

**SELECT BOARD MEETING MINUTES  
JANUARY 4, 2021 AT 6:00PM  
VIRTUAL MEETING**

**CALL TO ORDER/OPENING**

Chairwoman Provencher called the meeting to order at 6:04pm. Chair Dianna Provencher, Vice-Chair Harry Brooks, Second Vice-Chair John Shocik, Selectman Rick Antanavica, Selectman Herb Duggan, Jr., Town Administrator David Genereux, and Assistant Town Administrator Kristen Forsberg were in attendance.

**1. SCHEDULED ITEMS**

**a. 6:00pm – FY22 Budget Discussion**

Town administrator David Genereux presented the FY22 budget based on two revenue scenarios with one being a level-funded budget and the other being a budget with a 12% cut in state aid. Select Board members discussed the 2% raise approved in the FY21 budget and the upcoming union contract negotiations.

**2. PUBLIC COMMENT PERIOD**

No members of the public provided comment.

**3. REPORTS & ANNOUNCEMENTS**

**a. Student Liaison Reports**

Student Liaison Jacob Stolberg provided an update on recent school activities.

**b. Town Administrator Report**

Health Agent Francis Dagle presented the latest COVID-19 case numbers, state policies to slow the spread, and school reopening policies. Town Administrator David Genereux reviewed highlights from his written report including interest in the Memorial School property, progress made on the Water/Sewer District Study, and progress made on easement acquisition for the Fire Station remediation project.

**c. Select Board Reports**

Select Board members discussed the highway response to the December 17<sup>th</sup> snow storm, radios for the fire department, and the impact of COVID-19 on local businesses.

**4. RESIGNATIONS & APPOINTMENTS**

**a. Resignation – DIS Department Assistant – Tiffany Peters**

A motion was made by Mr. Antanavica and seconded by Mr. Brooks to accept Ms. Peters' resignation and send a letter of thanks. Roll Call: 5:0:0

**b. Appointment – DIS Department Assistant – Brooke Hammond**

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to appoint Brooke Hammond as DIS Department Assistant. Roll Call 5:0:0

**c. Appointment – Conservation Commission & ZBA – Ashlyn Coyle**

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to appoint Ashlyn Coyle as a board member for the Conservation Commission and Zoning Board of Appeals. Roll Call 5:0:0

**d. Reappointments – Memorial Day Committee – Jon Clark and Mark McCue**

A motion was made by Mr. Shocik and seconded by Mr. Antanavica to reappoint John Clark and Mark McCue to the Memorial Day Committee. Roll Call 5:0:0

**e. Appointments – Memorial Day Committee – Paul Lemerise & Matt Thompson**

A motion was made by Mr. Shocik and seconded by Mr. Books to appoint Paul Lemerise and Matt Thompson to the Memorial Day Committee. Roll Call 5:0:0

**f. Appointment – Economic Development Committee – Annie Billiot**

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to appoint Annie Billiot to the Economic Development Committee. Roll Call: 5:0:0

**g. Appointment - Economic Development Committee Alternates (2) – Rich Jenkins & Paul Bennett**

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to appoint Rich Jenkins and Paul Bennett as alternate members to the Economic Development Committee. Roll Call 5:0:0

**h. Appointments – Commission on Disabilities - Ferol Smith & Valerie Kokernak**

A motion was made by Mr. Brooks and seconded by Mr. Shocik to appoint Ferol Smith and Valerie Kokernak as members of the Commission on Disabilities. Roll Call: 5:0:0

**5. OTHER BUSINESS**

**a. Senior Center Donations – Camosse Family and Country Bank**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to accept the Senior Center donation from the Camosse Family. Roll Call: 5:0:0

A motion was made by Mr. Brooks and seconded by Mr. Shocik to accept the Senior Center donation from Country Bank. Roll Call: 5:0:0

**b. Police Department Donation – Ann & Paul Lavallee**

A motion was made by Mr. Shocik and seconded by Mr. Brooks to accept the Police Department Donation from Ann & Paul Lavallee. Roll Call: 5:0:0

**c. Right of First Refusal – Huntoon Memorial Highway (Map 44, Parcel A10) – Chapter 61A Land Sale**

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to sign the right of first refusal as listed on the agenda. Roll Call: 5:0:0

**d. Vote to Sign Subgrant Agreement – CDBG-CV Senior Center Services – SHINE of Central Massachusetts**

A motion was made by Mr. Brooks and seconded by Mr. Shocik to authorize the Town Administrator to sign the subgrant agreement with SHINE of Central Massachusetts. Roll Call: 5:0:0

**e. Vote to Authorize Town Administrator to Sign Ambulance Purchase Contracts**

A motion was made by Mr. Antanavica and seconded by Mr. Brooks to authorize the Town Administrator to sign the ambulance purchase contracts. Roll Call: 5:0:0

**f. 2021 License Renewals**

Deja New - 100 South Main Street – Junk Dealer’s License  
Deer Pond Auto – 14 Huntoon Memorial Highway – Auto Body  
Deer Pond Auto – 14 Huntoon Memorial Highway – Class II License  
Deer Pond Auto – 14 Huntoon Memorial Highway – Motor Vehicle Repair  
Mac’s Auto Repair – 490 Main Street – Motor Vehicle Repair  
Convenient Auto Repair – 1135A Stafford St – Class II License  
Convenient Auto Repair – 1135A Stafford Street – Motor Vehicle Repair  
Leicester Donuts Inc. – 1081 Main Street – Common Victualler  
M And N Gas – 200 Main Street – Motor Vehicle Repair  
M And N Gas – 200 Main Street – Class II License  
Uncle Jay’s Twisted Fork Bistro – 509 Stafford Street – Common Victualler  
Uncle Jay’s Twisted Fork Bistro – 509 Stafford Street – BYOB  
Classic Automotive – 1323 Main Street – Auto Body

Classic Automotive – 1323 Main Street – Class II License  
Classic Automotive – 1323 Main Street – Motor Vehicle Repair  
Classic Automotive – 1323 Main Street – Used Car Rental  
Giguere Gymnastics – 148 Main Street – Common Victualler  
Raul’s Automotive – 81 South Main Street – Motor Vehicle Repair  
Raul’s Automotive – 81 South Main Street – Class II License  
Ernie’s Cars – 517 Main Street – Class II License  
Walmart – 20 Soojian Drive – Motor Vehicle Repair License  
Chartwells (Becker) – 964 Main Street – Common Victualler  
Karol’s Korner – 610 Pleasant Street – Common Victualler  
Karol’s Korner – 610 Pleasant Street – BYOB  
Wings and Company – 1072 Main Street – Common Victualler  
Wings and Company – 1072 Main Street -BYOB  
Mi Cocina Mexicana – 1673 Main Street – Common Victualler

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to approve all licenses as listed on the agenda for renewal. Roll Call: 5:0:0

## **6. MINUTES**

### **a. December 7, 2020**

A motion was made by Mr. Antanavica and seconded by Mr. Brooks to approve the minutes of the December 7<sup>th</sup>, 2020 meeting. Roll Call: 5:0:0

A motion to adjourn was made by Mr. Brooks and seconded by Mr. Antanavica at 7:52pm. Roll Call 5:0:0

**SELECT BOARD AND SCHOOL COMMITTEE MEETING MINUTES  
JANUARY 11, 2021 AT 6:00PM  
VIRTUAL MEETING**

**CALL TO ORDER/OPENING**

Chairwoman Provencher called the meeting to order at 6:00pm. Chair Dianna Provencher, Vice-Chair Harry Brooks, Second Vice-Chair John Shocik, Selectman Rick Antanavica, Selectman Herb Duggan, Jr., Town Administrator David Genereux, Assistant Town Administrator Kristen Forsberg, Assistant to the Town Administrator Bryan Milward, School Committee Chair Nathan Hagglund, School Committee Vice-Chair Scott Francis, School Committee Member Tom Lauder, School Committee Member Stella Richard, School Committee Donna McCance, and Superintendent Marilyn Tencza were in attendance.

**1. SCHEDULED ITEMS**

**a. 6:00pm - Memorial School Reuse Discussion**

Town Administrator David Genereux explained the interest among potential buyers of Memorial School and the need for direction from the School Committee on whether Memorial will be explored as a future middle school site. Superintendent Marilyn Tencza stated that a traffic study could help with future planning at Memorial School to determine the capacity for additional grades and what alterations would need to be made to the traffic plan. School Committee and Select Board members discussed the advantages and disadvantages to reusing Memorial School, the MSBA process, and how traffic previously flowed at the building. Leicester residents Ashlyn Coyle and Greg Buteau spoke in opposition to a traffic study being conducted.

A motion was made by Mr. Brooks and seconded by Mr. Antanavica to require a Town meeting vote prior to selling Memorial School. Roll Call 5:0:0

A motion was made by Chair Hagglund and seconded by Tom Lauder to recommend the Town conduct a traffic study of the Memorial School site. Roll Call 1:4:0 (Francis, Lauder, Richard, McCance opposed)

A motion was made by Mr. Brooks and seconded by Mr. Shocik to not fund a traffic study at Memorial School until further notice. Roll Call: 5:0:0

**2. NEW BUSINESS**

**a. Discuss/Vote – Worcester Regional Public Health Alliance Intermunicipal Agreement Extension**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to extend the Intermunicipal Agreement with the Worcester Regional Public Health Alliance and authorize the Town administrator to execute the agreement. Roll Call: 5:0:0

**b. Appointment – Remote Public Health Nurse – Helen Ganas**

A motion was made by Mr. Brooks and seconded by Mr. Shocik to appoint Helen Ganas as the Remote Public Health Nurse. Roll Call: 5:0:0

A motion to adjourn was made by Mr. Antanavica and seconded by Mr. Shocik at 7:30pm. Roll Call 5:0:0