



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

**ORGANIZATION:** Select Board

**MEETING:** X

**PUBLIC HEARING:** X

**DATE:** February 22, 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/505354077>

Dial in by phone

(408) 650-3123; Access Code: 505-354-077

### CALL TO ORDER/OPENING

#### 1. SCHEDULED ITEMS

- a. 6:00pm – Public Hearing – Mill Town Wine Co. – Package Store Beer & Wine License – 1141 Stafford St.
- b. 6:05pm – WRTA and Burncoat Pond Watershed District Updates – Doug Belanger
- c. 6:10pm – Becker College Rochdale Park Contract Discussion

#### 2. PUBLIC COMMENT PERIOD

#### 3. REPORTS & ANNOUNCEMENTS

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

#### 4. RESIGNATIONS & APPOINTMENTS

- a. Appointment - Eric Montiverdi - Per Diem/On Call EMT Basic
- b. Appointment – Antranic Bahnan – Per Diem/On Call EMT Basic
- c. Appointment – Duane Amos – Alternate Building Inspector

#### 5. OTHER BUSINESS

- a. Senior Center Donation

#### 6. MINUTES

- a. February 8, 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)

February 4, 2021

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 Select Board  
Attn: Bryan Milward  
3 Washburn Square  
Leicester MA 01524  
[milwardb@leicesterma.org](mailto:milwardb@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, February 22, 2021 at 6:00pm regarding an application for a package store beer & wine liquor license for 1141 Stafford Street, manager Patrick Mahoney. The meeting can be viewed at <https://global.gotomeeting.com/join/505354077> or by calling 408-650-3123 and using the access code 505-354-077. Contact the Town Administrator's office at 508-892-7077 with any questions.



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

APPLICATION FOR A NEW LICENSE

Municipality

Leicester

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
Off-Premises-15	\$15 Package Store	Wines and Malt Beverages	Annual

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.

Off-premises retail license for the retail sale of wine and beer at a package store to be called Mill Town Wine Company LLC located at 1141 Stafford Street, in the Rochdale section of the Town of Leicester, Massachusetts. 1141 Stafford Street is a small shopping center with five (5) retail storefronts.

Is this license application pursuant to special legislation?

Yes

No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

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

Entity Name: MillTown Wine Company LLC FEIN: 86-1394897

DBA: Manager of Record: Patrick Mahoney and Molly Dickinson

Street Address: 1136 Stafford Street Rochdale, MA 01542

Phone: 508.612.4635 Email: mahoneyp78@gmail.com

Alternative Phone: 508.367.028 Website: milltownwine.com

3. 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. You must also submit a floor plan.

1141 Stafford Street, Rochdale, MA is a small shopping center with five (5) retail storefronts. Mill Town Wine Company LLC intends to occupy the storefront between Bills Pizza and Eclectic Nutrition. The store is 1 floor, 1 room with a locked storage closet/office area and a utility closet for cleaning supplies. There is a partition and a sliding panel door separating the retail sales area from the personnel only area. Please refer to "Additional Information" section for remaining description.

Total Square Footage: 100 Number of Entrances: 1 Seating Capacity: N/A

Number of Floors: 1 Number of Exits: 2 Occupancy Number: 22

4. APPLICATION CONTACT

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

Name: Michelle L. Cote, Esq. Phone: 508.655.7035

Title: Partner/Managing Attorney Email: mcote@ravosalaw.com

**APPLICATION FOR A NEW LICENSE**

**5. CORPORATE STRUCTURE**

Entity Legal Structure	<input type="text" value="LLC"/>	Date of Incorporation	<input type="text" value="12/22/2020"/>
State of Incorporation	<input type="text" value="Massachusetts"/>	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

**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, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

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

Name of Principal	Residential Address	SSN	DOB
<b>Patrick J. Mahoney</b>	1136 Stafford Street Rochdale, MA 01542	<input type="text" value="REDACTED"/>	<input type="text" value="REDACTED"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Member and Manager	50%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<b>Molly E. Dickinson</b>	1136 Staffird Street Rochdale, MA 01542	<input type="text" value="REDACTED"/>	<input type="text" value="REDACTED"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Member and Manager	50%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

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

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

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

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

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

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

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

## APPLICATION FOR A NEW LICENSE

### 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
N/A			

### 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
	N/A		

## 7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

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

**APPLICATION FOR A NEW LICENSE**

**8. FINANCIAL DISCLOSURE**

A. Purchase Price for Real Estate	0.00
B. Purchase Price for Business Assets	0.00
C. Other * (Please specify below)	\$25,500.00
D. Total Cost	\$25,500.00

\*Other Cost(s): (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
Patrick J. Mahoney	\$12,750.00
Molly E. Dickinson	\$12,750.00
<b>Total</b>	<b>\$25,500.00</b>

**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.
N/A			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

**FINANCIAL INFORMATION**

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

The primary source of funding is from the sale of real property located at 87 Wildwood Avenue, Worcester, MA 01603 that was titled solely in Patrick J. Mahoney's name, with the monthly mortgage payments paid by both Patrick J. Mahoney and Molly E. Dickinson. The sale proceeds were used to open the company checking account at TD Bank. The remaining sale proceeds were deposited into personal bank accounts. The secondary source of funding is from the personal bank accounts of Patrick J. Mahoney and Molly E. Dickinson.

**9. 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?

## 10. 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
08/2013	4/2016	Server	Ribelle	Theresa Paopao
4/2016	10/2020	Server/Bartender	Deadhorse Hill	Jared Forman

### 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



## 11. MANAGEMENT AGREEMENT

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

Yes  No

If yes, please fill out section 11.

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

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

### 11A. MANAGEMENT ENTITY

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

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

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

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

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

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

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

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

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

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

### CRIMINAL HISTORY

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

Yes  No

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

## 11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

### LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

**11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 11A, 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

**11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

**11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D 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

**11F. TERMS OF AGREEMENT**

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

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

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

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

**ABCC Licensee Officer/LLC Manager**

Signature:   
 Title:   
 Date:

**Management Agreement Entity Officer/LLC Manager**

Signature:   
 Title:   
 Date:

## ADDITIONAL INFORMATION

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

**Part 3 Description of Premises Continued:**

There is a dumpster in the rear of the building which is accessed through the rear exit. The rear exit is for emergency exit purposes with no customer entry permitted. There are approximately 16 shared parking spaces. The room is 1300 square feet with 1 entrance and 2 exits.

**Part 8 Financial Disclosure Itemization:**

ABCC Processing Fee	\$200.00
LLA License Fee (if approved)	\$750.00
Legal Fees	\$5,500.00
LLC Organization Filing Fees	\$500.00
Anticipated down payment for company vehicle	\$2,000.00
Inventory	\$10,000.00
Merchandise/Packaging	\$1,000.00
Initial web design/marketing down payment	\$750.00
Renovation/Construction Costs	\$2,000.00
Point of Sales System	\$800.00
Initial Funds to Commence Lease	\$2,000.00
TOTAL COST	\$25,500.00

**APPLICANT'S STATEMENT**

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

of Mill Town Wine Company LLC  
Name of the Entity/Corporation

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

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

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

Signature: 

Date: 1/29/2021

Title: Member and Manager of Mill Town Wine Company LLC

**CORPORATE VOTE**

The Board of Directors or LLC Managers of  Entity Name

duly voted to apply to the Licensing Authority of  City/Town

and the Commonwealth of Massachusetts Alcoholic Beverages Control Commission on  Date of Meeting

For the following transactions (Check all that apply):

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

For Corporations ONLY

A true copy attest,

*Patrick Mahoney 1/29/2021*  
Corporate Officer /LLC Manager Signature

\_\_\_\_\_  
Corporation Clerk's Signature

Patrick Mahoney  
(Print Name)

\_\_\_\_\_  
(Print Name)

**CORPORATE VOTE**

The Board of Directors or LLC Managers of  Entity Name

duly voted to apply to the Licensing Authority of  City/Town

and the Commonwealth of Massachusetts Alcoholic Beverages Control Commission on  Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize  Name of Person

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

"VOTED: To appoint  Name of Liquor License Manager

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

A true copy attest,

  
Corporate Officer /LLC Manager Signature

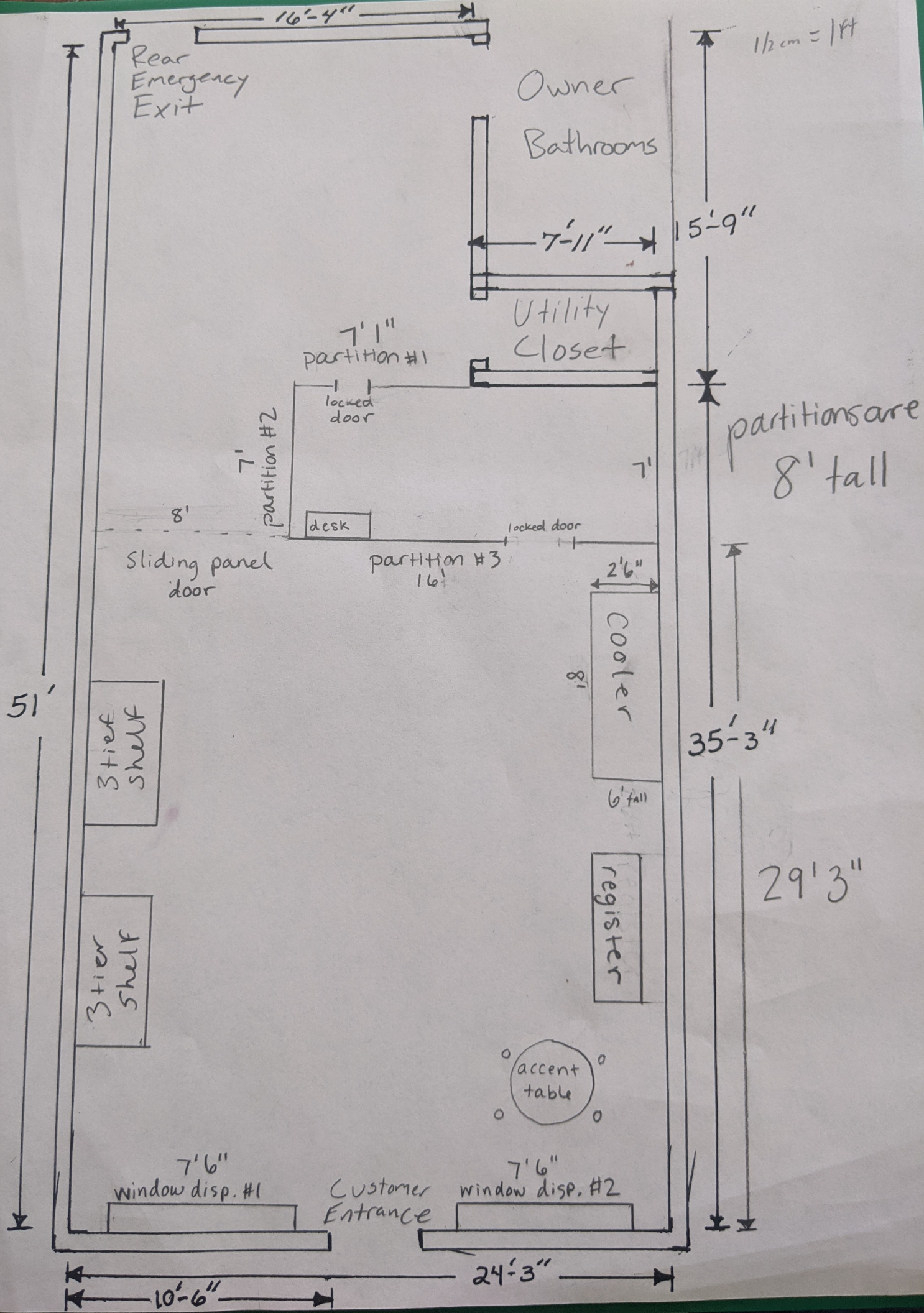
Molly Dickmson 01/29/21  
(Print Name)

For Corporations ONLY

A true copy attest,

\_\_\_\_\_  
Corporation Clerk's Signature

\_\_\_\_\_  
(Print Name)



## LEASE AGREEMENT

LEASE AGREEMENT made this 31 day of December 2020, by and between:

LANDLORD: NIDIVA, LLC, having its principal place of business at 402 West Boylston Street, Worcester, Massachusetts 01606 (hereinafter referred to as "LANDLORD") and

TENANT: MILL TOWN WINE COMPANY LLC pending all license approvals by the town and state. (hereinafter referred to as "TENANT")

### DATA SHEET

A. PREMISES OR LEASED PREMISES: Those certain premises (hereinafter referred to as the "Premises" or "Leased Premises") containing approximately One Thousand three Hundred (1,300) square feet within a building owned by LANDLORD at 1141 Stafford St.(hereinafter "Shopping Center") in the Rochdale section of the TOWN OF LEICESTER, County of Worcester and Commonwealth of Massachusetts.

B. TERM: One (1) year. Starting on JANUARY 1<sup>st</sup>, 2021.

C. PERMITTED USE: TENANT shall use the Leased Premises solely for the purpose of operation of RETAIL WINE & BEER.

D. TENANT NAME: TENANT shall operate and do business in the Leased Premises and all signs and advertising shall be under the trade name MILL TOWN WINE COMPANY LLC.

E. TOTAL ANNUAL RENT: Twelve Thousand Dollars (\$12,000.00) to be paid in twelve (12) equal monthly installments, in advance, on the first (1st) calendar day of each month during the initial one (1) year period of the term. First month's rent and security deposit equal to one month's rent shall be paid to landlord upon signing of the lease agreement. In the event the TENANT renews the lease pursuant to Article 3 Section B the monthly rent during the extension term for extension year two and year three shall be the base monthly rent of \$1,000 plus an agreed fixed triple net monthly installment of \$300 (total of \$1,300.00) monthly rental for years 2022 and 2023.

### ARTICLE 1 -PREMISES

LANDLORD hereby leases to TENANT, and TENANT hereby leases from LANDLORD, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the Leased Premises extending to the center line of the party walls and out to but excluding the exterior faces of all other walls, situated within the Shopping Center as shown outlined in red on Exhibit "A" together with the appurtenances specifically granted in this Lease, but reserving and excepting to LANDLORD the use of the exterior walls, the roof and the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and appurtenant fixtures leading through the Leased Premises in locations which will not materially interfere with TENANT'S use thereof. The Leased Premises are located on a tract of land owned by LANDLORD. The use and occupation by TENANT of the Leased Premises shall include the use in common with others entitled thereto of the parking areas and sidewalks adjacent to the Leased Premises owned by LANDLORD, including access to and from public ways; subject, however, to the terms and



conditions of this Agreement and to reasonable rules and regulations for the use thereof as prescribed from time to time by LANDLORD.

#### ARTICLE 2 - COVENANT OF QUIET ENJOYMENT

LANDLORD hereby warrants that it and no other person or corporation will have the right to lease the Leased Premises hereby demised. So long as TENANT shall perform each and every covenant to be performed by TENANT hereunder, TENANT shall have peaceful and quiet possession of the Leased Premises without hindrance on the part of LANDLORD, or anyone under LANDLORD'S control.

#### ARTICLE 3 – TERM

A. LENGTH OF TERM: The term of this Lease shall be for one (1) year commencing on January 1, 2021. By taking occupancy of the Leased Premises, TENANT shall be deemed to have accepted the Leased Premises, to have acknowledged that the same are in the condition called for hereunder and to have agreed that as of that time, all of the obligations of the LANDLORD imposed under this Lease shall have been performed.

B. EXTENSIONS TO TERM: Provided that TENANT is not in default hereunder, TENANT shall have the right to extend this Lease and the term hereunder for two (2) terms of one (1) year, on the same terms and conditions and provisions as the original term hereof, except the rate of rental shall be increased by \$300 per month for agreed upon fixed triple net charges. Unless the TENANT shall notify the LANDLORD in writing of its intention to extend this Lease at least ninety days (90) prior to the termination of the original term or the first extension term, or the second extension term as the case may be, then this Lease shall terminate at the end of the original term or the first extension term or the second extension term as applicable.

#### ARTICLE 4 -USE

TENANT shall occupy the Leased Premises upon the commencement of the term, and thereafter will continuously conduct in all of the Leased Premises only the business expressly set forth in the Data Sheet. The failure to so operate continuously shall constitute a default hereunder. TENANT shall at all times conduct its business in a reputable manner in accordance with the standards of the Shopping Center, and shall not conduct any fire, bankruptcy, going out of business or auction sales, either real or fictitious. TENANT shall at all times operate the Leased Premises in accordance with law and will not conduct its business within the Leased Premises contrary to any law, statute, regulation or ordinance. The Leased Premises shall not be used in such manner that in accordance with any requirement of law or of any public authority, LANDLORD shall be obliged on account of the purpose or manner of said use to make any addition or alteration to or in the building. All displays, fixturing, furnishings and decor shall be subject to the approval of LANDLORD and shall at all times be maintained in a clean and attractive manner.

#### ARTICLE 5 -PLANS

TENANT shall prepare, at its sole cost and expense, complete plans and specifications for all TENANT work, whether original and/or alterations, including store front, signs and/or advertising matter, and shall submit such plans and specifications to LANDLORD for written approval prior to commencement of any work, together with the name of the contractor to

perform such work. LANDLORD agrees not to unreasonably withhold such consent. If LANDLORD does not object to said plans and/or specifications within ten (10) days of receipt, the plans/specifications shall be deemed to be approved by LANDLORD. All such plans and specifications shall be prepared by a professional architect or engineer and shall meet the requirements of all applicable local, state and federal regulations, rules, codes and ordinances.

ARTICLE 6

Intentionally Omitted.

ARTICLE 7 –RENT

TENANT covenants and agrees to pay to LANDLORD at the address set out in the heading of this Lease, or at such other place as LANDLORD may designate in writing to TENANT, rental at the rates and times set forth in Data Sheet paragraph E.

A. NO SET OFF. TENANT covenants to pay all rentals when due and payable without any set off, deduction or demand whatsoever. Any monies paid or expenses incurred by LANDLORD to correct violations of any of the TENANT'S obligations hereunder shall be additional rental. Any additional rental provided for in this Lease becomes due with the next installment of Rent due after receipt of notice of such additional rental from LANDLORD. Rentals and statements required of TENANT shall be paid or delivered to LANDLORD at the place designated for notices to LANDLORD. If any payment of rent or additional rent due hereunder is received by LANDLORD more than (10) days after it is due, then LANDLORD may, in addition to any other remedies LANDLORD may have for late payment of rent, assess a late charge in the amount often percent (10%) of the late payment, such late charge to be additional rent under this Lease.

ARTICLE 8

Intentionally Omitted.

ARTICLE 9

Intentionally Omitted

ARTICLE 10

Intentionally Omitted.

ARTICLE 11

Intentionally Omitted.

ARTICLE 12

Intentionally Omitted

ARTICLE 13 -LEASE YEAR

The term "Lease Year" as used in this Lease shall mean the period of twelve (12) consecutive full calendar months. The first Lease Year shall begin on the date of commencement of this

Lease as set forth in Article 3 hereof. Each succeeding Lease Year shall commence upon the anniversary date of the commencement of the first Lease Year.

ARTICLE 14

Intentionally Omitted

ARTICLE - 15 -UTILITIES

TENANT shall be solely responsible for and promptly pay all charges for heat, water, sewer, gas, electricity or any other utility used or consumed in the Leased Premises.

ARTICLE 16 - CARE OF THE PREMISES

A. TENANT shall:

- (a) keep the inside and outside of all glass in the doors and windows of the Leased Premises clean;
- (b) keep all exterior store front surfaces of the Leased Premises clean;
- (c) replace promptly, at its expense, any broken door closers and any cracked or broken glass of the Leased Premises with glass of like kind and quality;
- (d) maintain and replace promptly if broken all doors and door and window frames;
- (e) maintain the Leased Premises at its expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests;
- (f) keep any garbage, trash, rubbish or refuse removed at its expense on a regular basis and temporarily stored in the Leased Premises in accordance with local codes; Tenant shall be entitled to maintain a dumpster in a location reasonably to be determined by the LANDLORD.
- (g) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Leased Premises;
- (h) comply with all laws, ordinances, rules and regulations of governmental authorities and all recommendations of the Fire Underwriters Rating Bureau now or hereafter in effect;
- (i) pay any fee, cost or expense imposed by governmental authorities for any certificate of occupancy that may be assessed or required for the use or occupancy of the Leased Premises;
- (j) be responsible for and shall pay before delinquency all governmental taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by the TENANT;
- (k) light the show windows of the Leased Premises and exterior signs until close of the business operated within the Leased Premises, and replace promptly all light bulbs within the Leased Premises or which illuminate any exterior sign when burned out;

(l) **maintain a preventative maintenance contract on the HVAC system(s) servicing the Premises, and shall provide evidence thereof to Landlord at the start of the Lease and thereafter from time to time upon request.**

(m) maintain a service contract which provides for routine (at least quarterly) inspection and cleaning of any grease which may accumulate in the venting/exhaust system (including fans) servicing the Premises, or on any portion of the roof, exterior walls or other common areas which may be affected by the business conducted by Tenant at the Premises. Tenant shall provide evidence of such service contract to Landlord at the start of the Lease, and thereafter from time to time upon Landlord's request.

(n) Tenant shall arrange for monthly pest and rodent control measures at the Premises, and shall provide evidence thereof to Landlord from time to time upon Landlord's request. Should any extraordinary pest control measures become necessary as a result of Tenant's use and occupation of the Premises, then Tenant shall be responsible for all costs incurred by Landlord as a result thereof.

TENANT acknowledges and agrees that any default in the terms of this ARTICLE 16 shall be deemed a material breach of the terms and conditions of this Lease. Notwithstanding anything to the contrary contained elsewhere in this Lease, in the event that Tenant fails to cure any default in the terms of this Section within twenty-one (21) days of receipt of notice from Landlord, then this Lease shall immediately terminate and Landlord shall be entitled to all of the rights and remedies against Tenant set forth ARTICLE 25.

TENANT will not, without the written consent of LANDLORD, place or maintain any merchandise or other articles in any vestibules or entry of the Leased Premises, on the footwalks adjacent thereto or elsewhere on the exterior of the Leased Premises or Common Areas; use or permit the use of any loud speakers, phonographs, public address systems, flashing, moving and/or rotating lights, sound amplifiers, radio or broadcasts within the Shopping Center which are in any manner audible or visible outside the Leased Premises; permit undue accumulation of garbage, trash, rubbish or other refuse within or without the Leased Premises; cause or permit odors to emanate or be dispelled from the Leased Premises; solicit bills or other advertising matter to the public outside the Leased Premises in or upon any automobiles parked in the parking areas or in any other Common Areas; permit the parking of delivery vehicles so as to interfere with the use of any driveway, walk, parking area, mall or other Common Areas in the Shopping Center; or receive or ship articles of any kind except through service facilities designated by LANDLORD. **Notwithstanding any other provision in this Lease, TENANT agrees all its employees and owners of the business shall not park their vehicles in the front parking lot at any time. Employees and owners may park behind the building.**

B. LANDLORD shall keep the foundations, the four outer walls, the roof, down spouts and exterior gutters of the building of which the Leased Premises are a part, to the extent not located on or in the premises leased by other tenants or other occupants, in good repair, ordinary wear and tear excepted provided TENANT shall have given LANDLORD written notice of the necessity for such repairs, but shall not be required to make any other repairs, whether or not due to the negligence of TENANT, its agents or employees. Except as otherwise provided in this Article, the Leased Premises, including, but not limited to plumbing, electrical, heating, air conditioning and ventilating systems, and other mechanical equipment in and/or serving the Leased Premises, shall at all times be kept in good order, condition and repair (including making

replacements, if necessary) of equal quality and class with the original work of LANDLORD, by TENANT, at TENANT'S own cost and expense and in accordance with all laws, directions, rules and regulations of regulatory bodies or officials having jurisdiction in that regard. TENANT agrees that only servicemen approved by LANDLORD will be permitted to make repairs or replacements on said mechanical systems and equipment, and LANDLORD agrees to provide access to approved servicemen to repair any parts of the systems or equipment which are outside the Leased Premises. If TENANT refuses or neglects to commence repairs within twenty-one(21) days after written demand, or adequately to complete such repairs within a reasonable time thereafter, LANDLORD, may, without imposing on LANDLORD any obligation to repair, make the repairs without liability to TENANT for any loss or damage that may accrue to TENANT'S stock or business by reason thereof, and if LANDLORD makes such repair, TENANT shall pay to LANDLORD, on demand as additional rent, the costs thereof plus fifteen percent (15%) for overhead and supervision. TENANT will not alter the exterior of the Leased Premises (including the store front and/or signs, letting, and advertising matter on any windows or doors) and will not make any structural alterations to the exterior or interior of the Leased Premises or any part thereof or to do any exterior decoration or build any fences or install any radio or television antennae, satellite dishes, loud speakers, sound amplifiers or similar devices on the roof or exterior walls of the buildings without first obtaining LANDLORD'S written consent to such alterations. TENANT will not overload the electrical wiring serving the Leased Premises or within the Leased Premises and will install at its expense, but only after obtaining LANDLORD'S written approval, any additional electrical wiring which may be required in connection with TENANT'S apparatus.

C. TENANT will not paint or decorate any part of the exterior of the Leased Premises, including store fronts, or any part of the interior visible from the exterior thereof or paste any signs to any portion of the Leased Premises, or display any signs attached to show windows of the Leased Premises without obtaining LANDLORD'S prior written approval.

D. TENANT will repair promptly at its expense any damage to the Leased Premises or any other improvement within the Shopping Center caused by bringing into the Leased Premises any property for TENANT'S use, or by the installation or removal of such property, regardless of fault or by whom such damage shall have been caused, unless caused by LANDLORD, its agents, employees or contractors; and in default of such repairs by TENANT, LANDLORD may make the same and TENANT agrees to pay, as additional rent, the cost thereof to LANDLORD promptly upon LANDLORD'S demand there for.

E. LANDLORD shall have the exclusive right to use all or any part of the roof of the Leased Premises or any additions thereto for any purpose; to erect additional stories or other structures over all or any part of the Leased Premises; to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Leased Premises, provided that access to the Leased Premises shall not be denied; and to install, maintain, use, repair and replace within the Leased Premises pipes, ducts, conduits, wires and all other mechanical equipment serving other parts of the Shopping Center, the same to be in locations within the Leased Premises as will not materially interfere with TENANT'S use thereof. LANDLORD may make any use it desires of the side or rear walls of the Leased Premises, provided that such use shall not encroach on the interior of the Leased Premises.

## ARTICLE 17

Intentionally Omitted

ARTICLE 18 - INSURANCE. LIABILITY AND PROPERTY DAMAGE INSURANCE.

A. TENANT shall during the entire term hereof keep in full force and effect a policy of broad form comprehensive general liability and property damage insurance with respect to the Leased Premises, and the business operated by TENANT and any sub-tenants of TENANT in the Leased Premises, in which the limits of general liability shall be not less than \$1,000,000.00 per person and \$1,000,000.00 per accident, and in which the property damage liability shall not be less than \$500,000.00. The policy shall name LANDLORD and TENANT as insureds, and shall contain a provision that the insurer will not cancel, materially change or renew the insurance without first giving the LANDLORD thirty (30) days prior written notice. The insurance shall be in an insurance company approved by LANDLORD, which approval will not be unreasonably withheld. TENANT shall promptly furnish LANDLORD with certificates or other evidence acceptable to LANDLORD that such insurance is in effect.

B. FIRE INSURANCE. The LANDLORD agrees to carry liability insurance and insurance against fire and such other risks, covering the land, buildings and improvements in the Shopping Center, as are, from time to time, included in a standard extended coverage endorsement. LANDLORD also agrees to have a policy of rental income insurance covering the Shopping Center rentals.

C. BUSINESS INTERRUPTION INSURANCE. TENANT shall, during the term of this Lease, keep in force a policy of business interruption insurance, naming the LANDLORD as an additional insured. TENANT shall furnish LANDLORD with certificates or other evidence acceptable to LANDLORD that such insurance is in effect, which evidence shall state the LANDLORD shall be notified in writing thirty (30) days prior to the cancellation, material change or renewal of insurance.

D. PLATE GLASS. TENANT further agrees to carry Plate Glass Insurance in an amount sufficient to cover the replacement cost of plate glass in the Leased Premises and to name the LANDLORD as an additional insured in said policies of insurance. TENANT shall furnish LANDLORD with certificates or other evidence acceptable to LANDLORD that such insurance is in effect, which evidence shall state that LANDLORD shall be notified in writing thirty (30) days prior to cancellation, material change or renewal of insurance.

E. WORKMEN'S COMPENSATION. If the nature of TENANT'S operation is such as to place any or all of its employees under the coverage of local workmen's compensation or similar statutes, TENANT shall also keep in force, at its expense, so long as this Lease remains in effect and during such other time as TENANT occupies the Leased Premises or any part thereof, Workmen's Compensation or similar insurance affording statutory coverage and containing statutory limits. At the written request of LANDLORD, TENANT agrees to furnish LANDLORD evidence of workmen's compensation coverage. If TENANT shall not comply with its covenants made in this Article, LANDLORD may cause insurance as aforesaid to be issued, and in such event, TENANT agrees to pay, as additional rent, the premium for such insurance upon LANDLORD'S demand.

F. WAIVER OF SUBROGATION. LANDLORD hereby waives any and all right that it may have to recover from TENANT damages for any loss occurring to property of LANDLORD

by reason of any act or omission of TENANT; provided, however, that this waiver is limited to those losses for which LANDLORD is compensated by its insurers. TENANT hereby waives any and all right that it may have to recover from LANDLORD damages for any loss occurring to property of the TENANT by reason of any act or omission of the LANDLORD; provided, however, that this waiver is limited to those losses for which TENANT is compensated by its insurers.

G. TENANT COVENANTS. TENANT will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Leased Premises which will contravene LANDLORD'S policies insuring against loss or damage by fire or other hazards (including, without limitations, public liability) or which will prevent LANDLORD from procuring such policies in companies acceptable to LANDLORD. If anything done, omitted to be done or suffered to be done by TENANT, or kept or suffered by TENANT to be kept in, upon or about the Leased Premises shall cause the rate of fire or other insurance on the Leased Premises or other property of LANDLORD in companies acceptable to LANDLORD to be increased beyond the minimum rate from time to time applicable to comparable property used for general retail use, TENANT will pay, as additional rent, upon LANDLORD'S demand, the amount of any increase.

#### ARTICLE 19 -TENANT INDEMNITY

TENANT will indemnify LANDLORD and save it harmless and defend it from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, or the occupancy or use by TENANT of the Leased Premises, or any part thereof, or occasioned wholly or in part by any act or omission of TENANT, its agents, contractors, employees, servants, lessees or concessionaires, unless caused by the negligence of the LANDLORD'S employee(s). TENANT shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by LANDLORD in enforcing the covenants and agreements in this Lease. Notwithstanding the foregoing, TENANT will not be liable for any legal expenses incurred by LANDLORD in a suit between LANDLORD and TENANT in which final judgment is fully and completely in favor of TENANT. LANDLORD shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by TENANT in enforcing the covenants and agreements in this Lease. Notwithstanding the foregoing, LANDLORD will not be liable for any legal expenses incurred by TENANT in a suit between LANDLORD and TENANT in which final judgment is fully and completely in favor of LANDLORD.

#### ARTICLE 20- MECHANIC'S LIENS

TENANT agrees to promptly pay all sums of money in respect of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to TENANT in, at or about the Leased Premises, or furnished to TENANT'S agents, employees, contractors or subcontractors, which may be secured by any mechanics, materialman, suppliers or other type of lien against the Leased Premises or the LANDLORD'S interest therein. In the event any such or similar lien shall be filed, TENANT shall within twenty-four (24) hours of receipt of notice thereof, give notice to LANDLORD of such lien, and TENANT shall, within ten (10) days after receiving notice of the filing of the lien, discharge such lien by payment of the amount due the lien claimant. However, TENANT may in good faith contest such lien provided that within such ten (10) day period, TENANT provides LANDLORD with a surety bond in a company acceptable to LANDLORD,

protecting against said lien in an amount at least one and one-half ( 1- ½ ) times the amount claimed as a lien. Failure of TENANT to discharge the lien, or if contested to provide such bond, shall constitute a default under this Lease and in addition to any other right or remedy of LANDLORD, LANDLORD may but shall not be obligated to discharge the same of record by paying the amount claimed to be due, and the amount so paid by LANDLORD and all cost and expenses incurred by LANDLORD therewith, including reasonable attorneys' fees, shall be due and payable by TENANT to LANDLORD as additional rent on the date of the next payment of Rent.

#### ARTICLE 21 -ASSIGNMENT OR SUBLETTING

TENANT agrees not to sell, assign, mortgage, pledge, franchise or in any manner transfer this Lease or any estate of interest thereunder and not to sublet the Leased Premises or any part or parts thereof and not to permit any licensee or concessionaire therein without the previous written consent of the LANDLORD in each instance first obtained. LANDLORD agrees not to unreasonably withhold its consent to assignment or subletting for the use herein contemplated. Consent by LANDLORD to one assignment of this Lease or to one subletting, sale, mortgage, pledge or other transfer including licensing or the grant of a concession shall not be a waiver of LANDLORD'S right under this Article as to any subsequent similar action. Notwithstanding any assignment or subletting, TENANT shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. This prohibition includes any subletting or assignment which would otherwise occur by operation of law. For purposes of this Section, the following transactions shall be deemed an assignment or sublet: (i) the transfer of all or any lesser percentage interest in TENANT (whether stock, partnership, interest, or otherwise); (ii) an agreement by any person or entity other than TENANT to directly or indirectly assume the obligations of Tenant under this Lease; or (iii) a transfer by operation of law or otherwise of TENANT'S interest in this Lease. Landlord may charge Tenant a reasonable fee for processing any request for consent made by Tenant hereunder, if the Landlord actually consents to such request. Landlord's consent to one assignment or sublease will not waive the requirement of obtaining the Landlord's consent to any subsequent assignment or sublease. For purposes of this Section, the following transactions shall not be deemed an assignment or sublet: (i) transfer among the two (2) initial Members of MILL TOWN WINE COMPANY LLC, being Molly Dickinson and Patrick Mahoney. Notice of a transfer pursuant to this subparagraph shall be given to LANDLORD within seven (7) days of transfer. LANDLORD'S rights to assign this Lease are and shall remain unqualified. Upon any sale of the Leased Premises and provided the purchaser assumes all obligations under this Lease, LANDLORD shall thereupon be entirely freed of all obligations of the LANDLORD hereunder and shall not be subject to any liability resulting from any act or omission or event occurring after such conveyance, except that any covenant or obligation of LANDLORD hereunder affecting land owned by LANDLORD shall continue for its term during such ownership, but no longer. Upon the sale or other transfer of LANDLORD'S interest in this Lease, TENANT agrees to recognize and attorn to such transferee as LANDLORD, and TENANT further agrees to execute and deliver a recordable instrument setting forth the provisions of this paragraph.

#### ARTICLE 22 - CONDEMNATION OF LEASED PREMISES.

A. If the whole or any part of the Leased Premises shall be taken under the power of eminent domain, this Lease shall terminate as to the part so taken on the date TENANT is required to



yield possession thereof to the condemning authority. LANDLORD shall make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition and the Rent shall be reduced proportionately as to the portion of the Leased Premises so taken. If the amount of the Leased Premises taken substantially impairs the usefulness of the Leased Premises for the use permitted in the Data Sheet, either party may terminate this Lease on the date when TENANT is required to yield possession. TENANT shall have no claim against LANDLORD nor the condemning authority for the value of any unexpired term of this Lease.

B. TOTAL CONDEMNATION OF PARKING AREA. If the whole of the Common Parking Areas utilized for parking in the Shopping Center shall be acquired or condemned by eminent domain, then the term of this Lease shall cease and terminate as of the date of the taking of possession unless LANDLORD shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the said Common Areas utilized for parking and the Leased Premises, and such substantially equal parking facilities shall be provided by LANDLORD at its own expense within ninety (90) days from the date of the taking of possession. In the event that LANDLORD shall provide such other substantially equal parking facilities, then this Lease shall continue in full force and effect without any reduction or abatement of rent.

C. PARTIAL CONDEMNATION OF PARKING AREA. If any part of the parking area in the Shopping Center shall be acquired or condemned by eminent domain, and if, as the result thereof the ratio of square feet of parking area to square feet of the sales area of the entire Shopping Center buildings is reduced to a ratio below that required by law, then the term of this Lease shall cease and terminate upon the taking of possession in such proceeding, unless the LANDLORD shall take immediate steps toward increasing the parking ratio to that required by law or obtaining a waiver or variance of governmental parking requirements, in which event, this Lease shall be unaffected and remain in full force and effect without any reduction or abatement of rent. In the event of termination of this Lease as aforesaid, TENANT shall have no claim against LANDLORD or the condemning authority for the value of any unexpired term of this Lease and rent shall be adjusted to the date of said termination.

D. LANDLORD'S DAMAGES. All compensation awarded for any taking of the fee and the leasehold shall belong to and be the property of LANDLORD provided, however, that LANDLORD shall not be entitled to any award made to TENANT for damage to TENANT'S fixtures, property or equipment. The term "eminent domain" shall include the exercise of any similar governmental or quasi governmental power and any purchase or other acquisition in lieu of condemnation.

#### ARTICLE 23 -DESTRUCTION

If the Leased Premises shall be partially damaged by any casualty insurable under the LANDLORD'S insurance policy, LANDLORD shall, upon receipt of the insurance proceeds, repair the same and the Rent shall be abated proportionately as to that portion of the Leased Premises rendered untenable. If the Leased Premises (a) by reason of such occurrence are rendered wholly untenable or (b) are damaged as a result of a risk which is not covered by LANDLORD'S insurance or (c) are damaged in whole or in part during the last three (3) years of the term or of any extension term hereof and such damage is substantial in light of the length of the term remaining, or (d) are or are not damaged, but are within a building in the Shopping Center damaged to the extent of fifty percent (50%) or more of the then monetary value hereof,

or all of the buildings which then comprise the Shopping Center are damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (e) are or are not damaged but any or all of the buildings or Common Areas of the Shopping Center are damaged to such an extent that the Shopping Center cannot in the sole judgment of LANDLORD be operated as an integral unit, then or in any of such events, LANDLORD may either elect to repair the damage or may cancel this Lease by notice of cancellation within one-hundred-eighty (180) days after such event and thereupon this Lease shall expire, and TENANT shall vacate and surrender the Leased Premises to LANDLORD (provided, however, that in the event LANDLORD gives notice of cancellation to TENANT by reason of damage described in subparagraphs (d) or (e) above only, he shall also be required to give notice of cancellation to other similarly situated tenants). In the event LANDLORD elects to repair any damage, any abatement of rent shall end five (5) days after notice by LANDLORD to TENANT that the Leased Premises have been repaired. Nothing in this paragraph shall be construed to abate percentage rent, but the computation of such rent shall be based upon the revised Rent as the same may be abated. If the damage is caused by the negligence of TENANT or its employees, agents, invitees, concessionaires there shall be no abatement of rent. Unless this Lease is terminated by LANDLORD, TENANT shall repair and refixture the interior of the Leased Premises in a manner and to at least a condition equal to that existing prior to its destruction or casualty and the proceeds of all insurance carried by TENANT on its property and improvements shall be held in trust by TENANT for the purpose of said repair and replacement.

#### ARTICLE 24- SURRENDER OF PREMISES

This Lease shall terminate at the end of the original term hereof, or any extension or renewal hereof, without the necessity of any notice from either LANDLORD or TENANT to terminate the same, and TENANT hereby waives notice to vacate the Leased Premises and agrees that LANDLORD shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of premises from a tenant holding over to the same extent as if statutory notice had been given. For the period of nine (9) months prior to the expiration of the original term or any renewal or extension thereof, LANDLORD shall have the right to display on the exterior of the Leased Premises in any window or doorway thereof, the customary sign "For Rent" and during such period LANDLORD may show the Leased Premises and all parts thereof to prospective tenants during normal business hours, upon reasonable notice to TENANT, which shall not be unreasonably withheld. On the last day of the original term or on the sooner termination thereof, TENANT shall peaceably surrender the Leased Premises in good order, condition and repair, broom-clean, fire and other unavoidable casualty and reasonable wear and tear only excepted. TENANT shall, at its expense, remove its trade fixtures (not including floor covering and lighting equipment) and signs from the Leased Premises and any property not removed shall be deemed abandoned. Any abandoned fixtures or property of TENANT may be removed by LANDLORD, the cost of which shall, at LANDLORD'S option, be deducted from TENANT'S security deposit or charged to TENANT as additional rent. Any damages caused by TENANT in the removal of such items shall be repaired by the TENANT at the TENANT'S expense. All alterations, additions, improvements and fixtures (other than TENANT'S trade fixtures and signs) which shall have been made or installed by either LANDLORD or TENANT upon the Leased Premises and all hard surface bonded or adhesively affixed flooring and all lighting fixtures shall remain upon and be surrendered with Leased Premises as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration or termination of

this Lease and shall then become property of LANDLORD. If the Leased Premises be not so surrendered, TENANT shall indemnify LANDLORD against loss, liability or expense resulting from delay by TENANT in so surrendering the Leased Premises, or failure to leave the Leased Premises in the condition required hereunder including, but not limited to, claims made by any succeeding tenant founded upon such delay. TENANT shall promptly surrender all keys to the Leased Premises to LANDLORD at the place then fixed for payment of rent and shall inform LANDLORD of combinations on any locks and safes on the Leased Premises.

#### ARTICLE 25-DEFAULT

If TENANT shall default in the payment of rent or any other charges due hereunder and such default shall continue for ten (10) days after the time that such rent is due and payable to LANDLORD, or if TENANT shall default in the performance of any other of its obligations and such default shall continue for thirty (30) days after written notice thereof to the TENANT (except that if TENANT cannot reasonably cure any such default of its other obligations within said thirty (30) day period, this period may be extended for a reasonable time, provided that the TENANT commences to cure such default within the thirty (30) day period and proceeds diligently thereafter to effect such cure), or if TENANT shall file a petition under any bankruptcy or insolvency law, or if such a petition filed against TENANT is not dismissed within sixty (60) days, or if TENANT shall be adjudicated bankrupt or insolvent according to law, or if the TENANT shall make any assignment for the benefit of creditors, or if the TENANT shall file any petition seeking a reorganization, arrangement or similar relief, or if a receiver, custodian, trustee or similar agent of the Leased Premises or of all or a substantial part of TENANT'S assets shall be authorized or appointed, or if TENANT'S interest in this Lease is taken upon execution or other process of law in any action against TENANT, then the LANDLORD may lawfully enter the Leased Premises and repossess the same as the former estate of the LANDLORD, or terminate this Lease by written notice to TENANT and, in either event, expel the TENANT and those claiming through or under the TENANT, and remove their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any other remedy which the LANDLORD may have for arrears of rent and other charges due hereunder or proceeding on account of breach of covenant, and upon entry or notice as aforesaid, this Lease shall terminate. TENANT covenants, in case of any default by TENANT hereunder (which covenant shall survive the termination of this Lease), to pay LANDLORD all costs of enforcing its rights under this Lease (including, without limitation, reasonable attorney's fees and expenses), loss of rent, reletting expenses, and brokerage fees together with, as agreed liquidated damages, the greater of either (i) the amount by which, at the termination of the Lease, the aggregate of the rent and other sums payable hereunder projected over a period from such termination until the termination date stated herein as the same may have been extended exceeds the aggregate projected fair market rental value of the Leased Premises for such period, or (ii) an amount equal to the rent and other sums which would have been payable had the Lease not so terminated (subject to offset for net rents actually received from reletting after subtraction of the expenses of reletting), payable upon the due dates as specified herein.. TENANT shall also be liable to LANDLORD for the payment of interest at the rate of eighteen percent (18%) per annum, but in no case to exceed the lawful maximum rate of interest allowable under the laws of the Commonwealth of Massachusetts at the time, on all rentals and other sums due LANDLORD hereunder not paid within ten (10) days from the date same become due and payable. LANDLORD may bring legal proceedings for the recovery of such damages, or any installments

thereof, from time to time at its election, and nothing contained herein shall be deemed to require LANDLORD to postpone suit until the date when the term of this Lease would have expired if it had not been terminated hereunder. Nothing herein contained shall be construed as limiting or precluding LANDLORD'S recovery from TENANT of any amount or damages (including, without limitation, reasonable attorney's fees and expenses) to which, in addition to the damages particularly provided above, LANDLORD may lawfully be entitled by reason of any default hereunder on the part of TENANT. LANDLORD shall not be in default of any of its obligations unless it shall fail to perform such obligations within thirty (30) days (or such further time as is reasonably necessary) after receipt of written notice thereof from TENANT. TENANT shall give like notice to any mortgagee which has so requested in writing, which mortgagee shall have like opportunity to cure.

#### ARTICLE 26 - CHANGES TO CENTER

LANDLORD hereby reserves the absolute right at any time and from time to time to (a) make changes or revisions in the site plan, including additions to, subtractions from, or rearrangements of the building areas; and (b) construct additional or other buildings or improvements in the Shopping Center Tract and to make alterations thereof or additions thereto and to build additional stores on any such buildings and to build adjoining same.

#### ARTICLE 27 -NON-LIABILITY

LANDLORD shall not be responsible or liable to TENANT for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Leased Premises or any part of the building of which the Leased Premises are a part except to the extent that the primary cause thereof is the negligence of LANDLORD or its servants, agents, or employees, or any persons transacting any business in the Shopping Center or present in the Shopping Center for any other purpose, or for any loss or damage resulting to TENANT or its property from burst, stopped or leaking water, gas, sewer, sprinkler or steam pipes or plumbing fixtures or from any failure or defect in any electric line, circuit or facility.

#### ARTICLE 28 -HOLDING OVER

In the event TENANT remains in possession of the Leased Premises after the expiration of this Lease and without the Execution of a new Lease, it shall be deemed to be occupying the Leased Premises as a tenant at will at one and one half (1- ½ ) times the Rent last in effect, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a tenancy at will, cancelable by either party upon thirty (30) days written notice to the other.

#### ARTICLE 29

Intentionally Omitted

#### ARTICLE 30 -INSPECTION

TENANT will permit LANDLORD, its agents, employees and contractors upon reasonable notice to TENANT, which shall be at least twenty-four (24) hours prior to intended entry, to enter all parts of the Leased Premises to inspect the same and to enforce or carry out any provision of this Lease.

### ARTICLE 31 - NONWAIVER

No reference to any specific right or remedy shall preclude LANDLORD from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled either at law or in equity. LANDLORD'S failure to insist upon a strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver of relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect.

No reference to any specific right or remedy shall preclude TENANT from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled either at law or in equity. TENANT'S failure to insist upon a strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver of relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect.

### ARTICLE 32 - SUBORDINATION

LANDLORD reserves the right to subject and subordinate this Lease to the lien of any mortgage or mortgages hereinafter placed against LANDLORD'S interest in said Leased Premises, and on the land and buildings of which said Leased Premises are a part or any other buildings hereafter placed upon the land of which the Leased Premises form a part. TENANT covenants and agrees to execute and deliver upon demand of LANDLORD, its successors and assigns, at any time during the term hereof such further instruments and certificates subordinating this Lease to a lien of any mortgage, provided that all such instruments of subordination shall recognize the validity and contents of this Lease and the rights of the TENANT herein in the event of a foreclosure of such mortgage upon the interest of LANDLORD, as long as TENANT shall have faithfully performed all of the terms and covenants and conditions of this Lease, and shall not be in default under the terms of any such mortgage as aforesaid.

### ARTICLE 33 - CAPTIONS AND HEADINGS

The captions and headings used herein are intended only for the convenience of the reference and are not to be used in constructing this instrument.

### ARTICLE 34- APPLICABLE LAW

This Lease shall be construed under the laws of the Commonwealth of Massachusetts. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

### ARTICLE 35 - SUCCESSORS

This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon LANDLORD, its successors and assigns, and shall be binding upon TENANT, its

successors and assigns, and shall inure to the benefit of TENANT and only such assigns of TENANT to whom the assignment by TENANT has been consented to by LANDLORD.

#### ARTICLE 36- FORCE MAJEURE

The time within which any of the parties hereto shall be required to perform any act or acts under this Lease except for payment of monies shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, wars, strikes, labor disputes, delays or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party (and such delay being called "unavoidable delay" in this Lease) provided however that the party entitled to such extension hereunder shall give notice to the other party of the occurrence causing such delay.

#### ARTICLE 37- NO PARTNERSHIP

Any intention to create a joint venture or partnership relation between the parties hereto is hereby expressly disclaimed.

#### ARTICLE 38 - LIABILITY

In no event shall LANDLORD or TENANT (which term shall include without limitation all of the officers, trustees, directors, partners, beneficiaries, joint ventures, members, stockholders or other principals or representatives, disclosed or undisclosed, thereof) ever be personally liable for any such liability or damages, whether direct, consequential, punitive or otherwise. Except, that this paragraph shall not apply to the liability under the personal guaranties attached hereto and incorporated herein.

#### ARTICLE 39- RULES AND REGULATIONS

Intentionally omitted.

#### ARTICLE 40 -EXAMINATION

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective only upon execution and delivery thereof by LANDLORD and TENANT.

#### ARTICLE 41 -ESTOPPEL

TENANT agrees that at any time and from time to time at reasonable intervals, within ten (10) days after written request by LANDLORD, TENANT will execute, acknowledge and deliver to LANDLORD, LANDLORD'S mortgagee, or an assignee designated by LANDLORD, a writing ratifying this Lease and certifying: (a) that TENANT has entered into occupancy of the Leased Premises and the date of such entry if such is the case; (b) that this Lease is in full force and effect, and has not been assigned, modified, supplemented or amended in any way (or if there has been any assignment, modification, supplement or amendment, identifying the same); (c) that this Lease represents the entire agreement between LANDLORD and TENANT as to the subject matter hereof (or if there has been any assignment, modification, supplement or amendment, identifying the same); (d) the date of commencement and expiration of the term; (e) that all conditions under this Lease to be performed by LANDLORD have been satisfied and all required contributions by LANDLORD to TENANT on account of TENANT'S improvements

have been received (and, if not, what conditions remain unperformed); (f) that to the knowledge of the signer of such writing, no default exists in the performance or observance of any covenant or condition in this Lease and there are no defenses or offsets of which the signer may have knowledge; (g) that Rent and all other rentals have been paid under this Lease.

#### ARTICLE 42

Intentionally Omitted

#### ARTICLE 43 -NOTICES

Any notice desired or required to be given under this Lease shall be sent postage prepaid, registered or certified mail, return receipt requested, as to LANDLORD: Dimitrios Vasiliadis, as he is the Manager of Nidiva, LLC, of 402 West Boylston Street, Worcester, Massachusetts 01606, with simultaneous copy to Paul M. Novak, Esq., 392 West Boylston St., Worcester, Massachusetts 01606, and as to TENANT: 1136 Stafford Street, Rochdale, Massachusetts 01542 with simultaneous copy to Michelle L. Cote, Esq. 40 Jackson Street, Suite 1020, Worcester, Massachusetts 01608, or at such other address as each party may from time to time designate in writing to the other.

#### ARTICLE 44- UNIFORM SIGN PROGRAM

TENANT agrees to participate in and pay its proportionate share for the installation and maintenance of TENANT'S sign fascia. TENANT shall pay for the letters advertising TENANT'S business on sign fascia. LANDLORD agrees, subject to receipt of applicable governmental approvals, to construct a sign pylon. Provided that applicable governmental approvals are obtained TENANT may place its sign at its expense and agrees that it shall be responsible for the ongoing maintenance of such sign pylon, pro rata, with other tenant's whose signs appear on such pylon.

#### ARTICLE 45 DISCLOSURE AND MISCELLANEOUS

TENANT agrees that it will not sell pizza, sandwiches, salads and pastas. LANDLORD has an exclusivity agreement with an existing tenant that these items would not be sold by any other tenant in the shopping center. The personal guaranties are attached hereto and incorporated herein by reference.

#### ARTICLE 46 -BROKERAGE

LANDLORD and TENANT each represent to the other that they have not entered into any agreement or incurred any obligation in connection with this transaction which might result in the obligation to pay a brokerage commission to any broker. Each party agrees to indemnify and hold the other party harmless from and against any claim or demand by any broker or other person for bringing about this Lease who claims to have dealt with said indemnifying party, including any expenses incurred in defending any such claim or demand, including reasonable attorneys fees.

#### ARTICLE 47 -ENTIRE AGREEMENT

This Lease constitutes the full and complete agreement between the parties hereto and there are no other terms, obligations, covenants, representations, warranties or conditions other than contained herein.


IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease to be signed, sealed and delivered as of the day first above written.

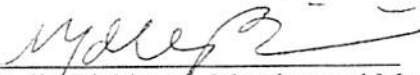
LANDLORD: NIDIVA, LLC

By: : Manager

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

TENANT: Mill Town Wine Company LLC

By:   
Patrick Mahoney, Member and Manager  
of Mill Town Wine Company LLC

By:   
Molly Dickinson, Member and Manager  
of Mill Town Wine Company LLC




PERSONAL GUARANTY


In consideration of the Lessor's consent to enter into a Lease between Nidiva, LLC, as Lessor, and Mill Town Wine Company, LLC., as Lessee, dated January 18, 2021, for the premises located at 1141 Stafford Street, Leicester, Massachusetts, and in reliance of this Guaranty, the undersigned jointly and severally hereby guaranty the payment of the rent to be paid by the Lessee and the performance by the Lessee of all the terms, conditions, covenants and agreements of the Lease, and the undersigned promise to pay all of the Lessor's expenses, including reasonable attorney's fees, incurred by the Lessor in enforcing all obligations of the Lessee under the Lease or incurred by the Lessor in enforcing this Guaranty. The Lessor's consent to any assignment or assignments, and successive assignments by the Assignee and the Assignee's assigns, of this Lease, made either with or without notice to the undersigned, or a changed or a different use of the demised premises, or Lessor's forbearance, delays, extensions of time or any other reason whatsoever similar to or different from the foregoing shall not release the undersigned from liability as guarantors.

The obligations of the undersigned hereunder are primary, with no recourse necessary by the Lessor against the Lessee or any collateral given to secure the Liabilities or against any other person liable for or on the Liabilities prior to proceeding against the undersigned hereunder.

DATE: January 18, 2021

  
Patrick Mahoney, Individually

DATE: January 18, 2021

  
Molly Dickinson, Individually

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 18<sup>th</sup> day of January, 2021, before me, the undersigned notary public, personally appeared Patrick Mahoney, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he/she signed it voluntarily for its stated purpose.



(official seal)

*Michelle L. Cote*

Notary Public

My commission expires: 6/17/27

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 18<sup>th</sup> day of January, 2021, before me, the undersigned notary public, personally appeared Molly Dickenson, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he/she signed it voluntarily for its stated purpose.

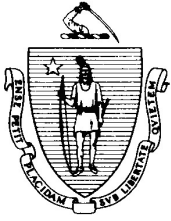


(official seal)

*Michelle L. Cote*

Notary Public

My commission expires: 6/17/27



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

THE LOCAL LICENSING AUTHORITY MUST 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



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

Minimum Fee: \$100.00

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

**Restated Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001476775

The date of filing of the original certificate of organization: 12/22/2020

1. The exact name of the limited liability company is: MILL TOWN WINE COMPANY LLC  
 and if changed, the name under which it was originally organized:

**2a. Location of its principal office:**

No. and Street: 1136 STAFFORD STREET  
 City or Town: ROCHDALE State: MA Zip: 01542 Country: USA

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

No. and Street: 1136 STAFFORD STREET  
 City or Town: ROCHDALE State: MA Zip: 01542 Country: USA

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

RETAIL SALE OF WINE AND BEER AND TO CONDUCT ALL LAWFUL PURPOSES FOR WHICH LIMITED LIABILITY COMPANIES MAY BE ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: PATRICK MAHONEY  
 No. and Street: 1136 STAFFORD STREET  
 City or Town: ROCHDALE State: MA Zip: 01542 Country: USA

I, PATRICK MAHONEY resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	PATRICK MAHONEY	1136 STAFFORD STREET ROCHDALE, MA 01542 USA
MANAGER	MOLLY DICKINSON	1136 STAFFORD STREET ROCHDALE, MA 01542 USA

**7. The name and business address of the person(s) in addition to the manager(s), authorized to execute**

documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	MOLLY DICKINSON	1136 STAFFORD STREET ROCHDALE, MA 01542 USA
SOC SIGNATORY	PATRICK MAHONEY	1136 STAFFORD STREET ROCHDALE, MA 01542 USA
SOC SIGNATORY	MOLLY DICKINSON	

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MOLLY DICKINSON	1136 STAFFORD STREET ROCHDALE, MA 01542 USA
REAL PROPERTY	PATRICK MAHONEY	1136 STAFFORD STREET ROCHDALE, MA 01542 USA

**9. Additional matters:**

**10. Describe any amendments to be effected by the restated certificate, and if none, include a statement to that affect:**

ADDITION OF MANAGERS.

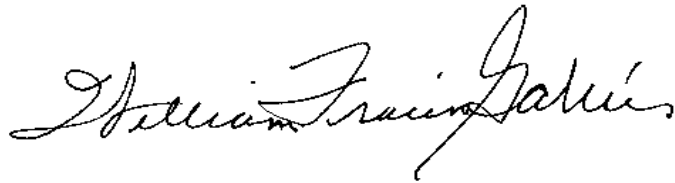
**11. The restated certificate shall be effective when filed unless a later effective date is specified:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 13 Day of January, 2021,  
PATRICK MAHONEY , Signature of Applicant.**

THE COMMONWEALTH OF MASSACHUSETTS

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

January 13, 2021 12:17 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**PERMIT/LICENSE FORM FOR NEW BUSINESSES  
TOWN OF LEICESTER**

Date Issued \_\_\_\_\_

Date Submitted 12/22/20

Business Name	Mill Town Wine Co.	Applicant Name	Patrick Mahoney
Type of Business	Beer and Wine Package Store	Applicant Address	1141 Stafford Street Rochdale
Manager	Patrick Mahoney	Applicant Phone	508-612-4635
Business Address	1141 Stafford Street, Rochdale MA 01542	Are you a US Citizen?	Yes or No
Business Phone	508-612-4635	Are you a permanent resident?	Yes or No

Permit Type	Issued By	Approval Date	Permit Type	Issued By	Approval Date
Zoning (Town Hall, 1st Fl.) 508-892-7003 Kelly Conroy notes:			Fire Dept (must call) 508-892-7022 Leave a message notes:		
Planning (Town Hall, 1st Fl.) 508-892-7019 Maureen Schur notes:	MB	12-23-20	Code (Town Hall, 1st Fl.) 508-892-7003 Kelly Conroy notes:		
Conservation (Town Hall, 1st Fl.) 508-892-7007 Maureen Schur notes:	MB	12-23-20	Gas/Plumbing (Town Hall, 1st Fl.) 508-892-7003 Kelly Conroy notes:	JD	1-7-21
Assessor (Town Hall, 2nd Fl.) 508-892-7001 Kathy Asquith notes:	KA	12-22-20	Electrical (Town Hall, 1st Fl.) 508-892-7003 Kelly Conroy notes:	JAM	1-7-21
Tax Collector (Town Hall 2nd Fl.) 508-892-7004 Melanie Rajaniemi notes:	MR	1-7-21	Health (Town Hall, 1st Fl.) 508-892-7008 Kelly Conroy notes:	FD	1-21-21
Police Dept (90 S. Main St.) 508-892-7010 x2005 Shelia Gaffney notes:	KA	12-23-20	Town Clerk (Town Hall, 2nd Fl.) 508-892-7011 (SECOND TO LAST) Deborah Davis notes:		

notes: *Contigent on ABCC approval*

Select Board (Town Hall, 2nd Fl.) 508-892-7000 (LAST) Kristen Folsberg notes:					
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The purpose of this form is to assist the applicant in obtaining departmental sign-offs required to open a new business. Please note that the Town Clerk and Board of Selectmen will not sign off until all other signatures have been obtained. Should you need assistance contact the Town Administrator's office at 508-892-7000.

Becker College Payment Analysis

	Year	Project	Amount	Yearly totals of 100k imps over lease term	(Underpaid) based on expected average or Overpaid
E	2011	Installation of dug out	15,000		
E	2011	Purchase of Turtle	<u>2,000</u>		
		Subtotal	17,000	10,000	7,000
E	2012	Dug out Benches	4,000		
E	2012	Bull Pen	1,000		
E	2012	Pitchers Mound redone	1,000		
E	2012	Misc Supplies	600		
E	2012	Slice and seed IF/OF	<u>1,000</u>		
		2012 Subtotal	7,600	20,000	4,600
E	2013	Infield/Back stop/Dugout	<u>25,000</u>		
		2013 Subtotal	25,000	30,000	19,600
A	2014	Misc projects	9,500		
	7/16/2014	Batting Cage installation	<u>6,700</u>		
		2014 Subtotal	16,200	40,000	25,800
A	10/13/2015	Fencing/backstops	<u>9,500</u>		
		2015 Subtotal	9,500	50,000	25,300
A	3/10/2016	Field work	5,800		
A	9/15/2016	Field Work	1,950		
A	11/18/2016	Sod	<u>2,200</u>		
		2016 Subtotal	9,950	60,000	25,250
A	10/15/2017	Thatch/field work	3,975		
A	3/6/2017	Field Work	<u>5,150</u>		
		2017 Subtotal	9,125	70,000	24,375
E	4/7/2018	Field work	<u>7,150</u>		
		2018 Subtotal	7,150	80,000	21,525
	2019		0	90,000	11,525
	2020		0	100,000	1,525
		Estimated Bills Subtotal	56,750		
		Actual Bills Subtotal	<u>44,775</u>		
		Total	101,525		

Estimated bills (E) are either identified as estimates or bill totals included in a 2014 memo to Parks - no actual invoices  
Actual bills (A) are invoices



# Becker College Payment Analysis

Perry F. Dube

265 Pine Street  
Leicester, MA 01524

# Invoice

Date	Invoice #
9/17/2010	93

Bill To
Becker College Leic. Campus 964 Main St. Leicester, Mass.01524

Item	Quantity	Description	Rate	Serviced	Amount
Deposit		Down payment for work at Rochdale Park Baseball Field. Scope of Work was e-mailed to Matt Tittle.	6,000.00	9/17/2010	6,000.00
			<b>Total</b>		\$6,000.00

Perry F. Dube

265 Pine Street  
Leicester, MA 01524

# Invoice

Date	Invoice #
10/25/2010	95

Bill To
Becker College Leic. Campus 964 Main St. Leicester, Mass.01524

Item	Quantity	Description	Rate	Serviced	Amount
Deposit	1	Balance Due Rochelle Park Renovation	6,000.00	10/25/2010	6,000.00
			<b>Total</b>		\$6,000.00

Perry F. Dube

265 Pine Street  
Leicester, MA 01524

# Invoice

Date	Invoice #
12/27/2011	105

Bill To
Becker College Leic. Campus 964 Main St. Leicester, Mass.01524

Item	Quantity	Description	Rate	Serviced	Amount
Exc/204/Labor materials	14	Build forms bases and pour concrete into forms Concrete/plywood	35.00	3/28/2011	490.00
Exc/204/Labor	12	Install bases/pitchers mound,home plate all to grade.	400.00	3/26/2011	400.00
Exc/204/Labor	8	Install 2 bullpens,set pitchers mounds and home plates	35.00	3/29/2011	420.00
Exc/204/Labor	4	Install bricks at pitchers mound	35.00	3/30/2011	280.00
Y226/Grader	6	Harrow/regrade infield N/C		4/8/2011	140.00
Y226/Grader	2	Drag/water infield N/C		4/9/2011	
			<b>Total</b>		<b>\$1,730.00</b>

Becker/Rochdale Field  
Invoiced

2011		\$17,000	
2012		7,600	
2013		25,000	
* 2014	\$6,700	\$8,500	
2015	\$9,500		
2016	\$9,950		
2017	\$9,125		
2018		\$7,150	
Total	\$35,275	\$69,250	= \$109,525

\* I took over as Rochdale Park liaison

Benjamin Dube

# PROPOSAL

115 Pleasant Street  
Leicester, MA 01524  
Phone 508-723-2398  
Dube.ben17@gmail.com

DATE April 7, 2018

**TO**  
Becker College  
Leicester, MA 01524

**FOR** Rochdale Park Outfield Repairs

<b>Description</b>	<b>Amount</b>
Outfield Aeration. Needed to loosen thatch and allow root growth	\$2,150.00
Outfield Fertilize, Overseed & Topdress of bare areas	\$3,250.00
Infield Aeration and Overseeding, Step 2 of yearly maintenance.	\$1,250.00
Grade Repairs. Returning infield surface to playable condition ready for the start of the early spring season.	\$500.00

Work to be completed no later than September 22, 2018. Time is needed for seed to germinate and root before cold temperatures. This will allow for an easier transition to a great playing surface at the start of the spring season. The ballfield should be closed for the remainder of the season following the start of any work.

If you have any questions concerning this proposal, contact, Ben Dube, 508-723-2398.  
Thank you for your business!

**Benjamin Dube**

# INVOICE

115 Pleasant Street  
Leicester, MA 01524  
Phone 508-723-2398  
Dube.ben17@gmail.com

**DATE** March 6, 2017

**TO**  
**BECKER COLLEGE**  
Leicester, MA 01524

**FOR** Rochdale Park Repairs

**Invoice #:** 0011

<b>Description</b>	<b>Amount</b>
Infield Mix Installation	\$2,100.00
Field Conditioner Installation	\$1,700.00
Pitcher's Mound Repairs	\$700.00
Rolling of Infield	\$650.00

**Total** \$5,150.00

Make all checks payable to Benjamin Dube  
Payment is due within 30 days.

If you have any questions concerning this invoice, contact Benjamin Dube 508-723-2398

THANK YOU FOR YOUR BUSINESS!

**Benjamin Dube**

# INVOICE

115 Pleasant Street  
Leicester, MA 01524  
Phone 508-723-2398  
Dube.ben17@gmail.com

**DATE** October 15, 2017

**TO**  
**BECKER COLLEGE**  
Leicester, MA 01524

**FOR** Rochdale Park Repairs

**Invoice #:** 0012

<b>Description</b>	<b>Amount</b>
Infield Aeration, Thatch, Topdress, Overseed	\$1,950.00
Fall Fertilizer Application	\$675.00
Pitcher's Mound Renovation	\$1,350.00

**Total** **\$3,975.00**

Make all checks payable to Benjamin Dube  
Payment is due within 30 days.

If you have any questions concerning this invoice, contact Benjamin Dube 508-723-2398

THANK YOU FOR YOUR BUSINESS!



SUNSETLANDSCAPING  
P.O. 183  
LEICESTER, MA 01524  
508-892-3060 (phone)  
508-892-3070 (fax)



# Invoice

Date	Invoice #
11/18/2016	7804

Bill To
BECKER COLLEGE ATHLETICS

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	1000 SQ. FT. OF SOD & STONEDUST ROCHDALE PARK	2,000.00	2,000.00
1	HOME PLATE , PITCHING MOUND	200.00	200.00
		<b>Total</b>	\$2,200.00

Benjamin Dube

# INVOICE

265 Pine Street  
Leicester, MA 01524  
Phone 508-723-2398  
Dube.ben17@gmail.com

**DATE** September 15, 2016

**TO**  
**BECKER COLLEGE**  
Leicester, MA 01524

**FOR** Rochdale Park Repairs

Invoice #: 0009

Description	Amount
Infield Overseeding	\$800.00
Field Dragging & Grading	\$500.00
Mound Maintenance	\$650.00

**Total** \$1,950.00

Make all checks payable to Benjamin Dube  
Payment is due within 30 days.  
If you have any questions concerning this invoice, contact Benjamin Dube 508-723-2398

THANK YOU FOR YOUR BUSINESS!

Benjamin Dube

# INVOICE

265 Pine Street  
Leicester, MA 01524  
Phone 508-723-2398  
Dube.ben17@gmail.com

DATE March 10, 2016

TO  
**BECKER COLLEGE**  
Leicester, MA 01524

FOR Rochdale Park Repairs

Invoice #: 0010

Description	Amount
Infield Grading	\$2,000.00
Field Conditioner Installation	\$2,700.00
Infield Edging & Dimension Correction	\$1,100.00

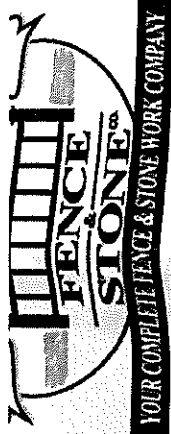
**Total** \$5,800.00

Make all checks payable to Benjamin Dube

Payment is due within 30 days.

If you have any questions concerning this invoice, contact Benjamin Dube 508-723-2398

THANK YOU FOR YOUR BUSINESS!



# INVOICE

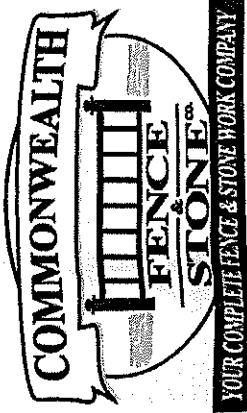
10/13/15

Becker College Baseball Field  
C/O Bob McLaughlin  
1050 Stafford Street  
Rochdale, Ma.

Scope of Work Completed:

- ~ Prep
- ~ Installed Galvanized poles - (2", 2 1/2", 3" & 4")
- ~ Installed 500' of 4'H Galvanized wire
- ~ Installed (2) 4'H x 4'W gates
- ~ Installed (1) 4'H x 5'W gates
- ~ Installed (1) 4'H x 22'L DD gate
- ~ Installed (1) 8'H x10'L pitchers back stop
- ~ Installed (1) 4'Hx 10'L catchers back stop
- ~ Concrete
- ~ Clean up

Total Due: \$9,500.00



# INVOICE

7/16/14

Becker College  
1050 Stafford Street (baseball field)  
Leicester, Ma.

Scope of Work Completed:

- ~ Dismantled existing fence that needed replacing and hauled away
- ~ Prep
- ~ Replaced (4) sections of backstop wire
- ~ Installed (1) batting cage approx. 15' W x 60' L (net supplied by client)
  - (12) 3" D x 9' H Poles
  - (6) 1-5/8" D x 15' L cross pieces
- ~ Installed (2) 4' H x 20' L black chain link safety fences at both dugouts
- ~ Painted backstop support poles
- ~ Concrete
- ~ Cleaned up

Total: \$ 6,700.00

Becker College Baseball  
 June 2014  
 Presentation to Parks and Recreation  
 Leicester, MA

Before my time I believe the field was re-sodded with the addition of sprinkler system. Costs and details are unknown to me.

**Renovations to Rochdale Park 2012-2014**

Year	Renovation	Actual Estimated Cost	Becker's Cost
2011	<ul style="list-style-type: none"> <li>* Installation of the dug out</li> <li>* Purchase of use batting practice Turtle</li> </ul>	<ul style="list-style-type: none"> <li>* \$25,000 materials, labor</li> <li>* \$2000</li> </ul>	<ul style="list-style-type: none"> <li>\$15,000</li> <li>* \$2,000</li> </ul>
2012	<ul style="list-style-type: none"> <li>* Completion of Dug outs Benches, bat racks, hooks.</li> <li>* Bull Pen area behind third base dug out</li> <li>* Pitchers mound redone, clay</li> <li>* Misc supplies, shovels, brooms, rakes, etc...</li> <li>* Slice and seed IF/OF</li> </ul>	<ul style="list-style-type: none"> <li>* \$4000</li> <li>* \$3000</li> <li>* \$1000</li> <li>* \$600</li> <li>* \$1000</li> </ul>	<ul style="list-style-type: none"> <li>* \$4000</li> <li>* \$1000</li> <li>* \$1000</li> <li>* \$600</li> <li>* \$1000</li> </ul>
2013	<ul style="list-style-type: none"> <li>* replace entire IF dirt, cut lines, mound, condition and lay new soil mix, spread soil conditioner, prepare land and build dual bull pens behind 3<sup>rd</sup> base dug out, de-weed entire area, state of the art batting practice shell, repair middle portion of back stop, purchase a tractor, misc supplies fertilizer, replace and re cut the pitcher mound with clay brick, re did home plate area, planted seed in font and along the back stop. Place bull pen behind first base dug out.</li> </ul>	<ul style="list-style-type: none"> <li>* \$60,000 Estimated cost labor, materials, equipment.</li> </ul> <p style="text-align: center;"><i><u>Special thanks to            Joel Hart, Pat            McKay, Will            McNary, and Paul            McKeon for their            helpon this project</u></i></p>	<ul style="list-style-type: none"> <li>* \$25,000</li> </ul>

**2014 projected Projects**

2014	<ul style="list-style-type: none"> <li>* Install a batting cage on the RF line</li> <li>* Complete the back stop</li> <li>* Paint existing Back Stop</li> <li>* Back drop for back stop</li> <li>* Redo Pitchers mound again</li> <li>* Purchase and Install a scoreboard</li> </ul>	<ul style="list-style-type: none"> <li>* \$4000</li> <li>* \$5000</li> <li>* \$1500</li> <li>* \$1000</li> <li>* \$1000</li> <li>?</li> </ul>	<ul style="list-style-type: none"> <li>* \$1000</li> <li>* \$5000</li> <li>* \$1500</li> <li>* \$1000</li> <li>* \$1000</li> <li>?</li> </ul>
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**BECKER COLLEGE – TOWN OF LEICESTER, MA BASEBALL FIELD  
AT ROCHDALE PARK AGREEMENT**

The Town of Leicester, Ma proposes to lease the baseball field at Rochdale Park to Becker College for a period of ten years beginning on January 1, 2011 thru December 31, 2021. Becker College's primary use of the baseball field at Rochdale Park would be between the months of March – May; and September – October. Terms of the agreement are outlined below:

**PAYMENT**

- A. Over the length of the lease Becker College would agree to invest a minimum of \$100,000.00 to the improvement of the baseball field at Rochdale Park. It is Becker College's intention to use the \$100,000.00 to enhance the baseball field at Rochdale Park so that it meets the then current standard as set forth by the NCAA - the governing body of intercollegiate athletics. The \$100,000.00 would average \$10,000.00 annually. If, in a given year Becker College invests more than \$10,000.00 in improvements to the baseball field at Rochdale Park, the amount in excess of \$10,000.00 would be credited toward future year annual investments and the \$100,000.00 total investment. If, in a given year Becker College doesn't spend \$10,000.00, and doesn't have a credit with the town of Leicester, Ma for excess investments in the field from earlier years, then Becker College would provide the balance to the Town of Leicester, Ma to be held for future improvements to the baseball field at Rochdale Park.

**CAPITAL IMPROVEMENTS**

The Director of Athletics at Becker College will work closely each year with Officials from the Town of Leicester's Highway Division, Building Inspector and the Parks and Recreation Department to prioritize the planned improvements to the baseball field at Rochdale Park,

based on projections for available funding. Any improvements to the baseball field at Rochdale Park shall meet Americans with Disability Act (ADA) code and be ADA compliant.

A. Improvements could include, but are subject to change:

- i) Replace the existing infield, including the area directly behind home plate; reset the pitching rubber, home plate and bases; sod directly behind home plate, improve sprinkler system.
- ii) Build home/visiting bullpens
- iii) Batting cage
- iv) Scoreboard
- v) Public address system
- vi) Fencing
- vii) Bleachers
- viii) Dugouts

The Town of Leicester, Ma may elect to invest additional funds towards planned improvements at any time.

#### ANNUAL MAINTENANCE

- A. Becker College agrees to provide annual maintenance that will include yearly slicing and seeding, and yearly aeration of the infield and outfield on the baseball field at Rochdale Park. In addition, Becker College is responsible for the spring fertilization and the Town of Leicester, Ma is responsible for the fall fertilization. These schedules and work will be coordinated with Becker College and the Town of Leicester, Ma.
- B. The Town of Leicester, Ma will be responsible for maintaining the sprinkler system, including the annual fall closing and spring opening at the baseball field at Rochdale Park. The Town of Leicester, Ma will also be responsible for payment of any sprinkler system repairs.



## FIELD MAINTENANCE

- A. Becker College will maintain the grounds at the baseball field at Rochdale Park between the months of March – May, **and September and October** . This maintenance will include mowing, weed whacking, and dragging of the infield. It would be expected that the Town of Leicester, Ma maintain a similar standard at the baseball field at Rochdale Park between the months of June – **August and November** - February.
- B. Becker College will line and prepare the baseball field for Becker College home games only.
- C. Becker College will be responsible for trash removal between the months of March – **May and September and October**. The Town of Leicester, Ma will be responsible for trash removal between the months of June – **August and November** - February.
- D. The Town of Leicester, Ma Parks and Recreation Department will work with town organizations who use the baseball field to properly train them on maintaining a baseball field – i.e. proper raking and dragging of the infield.
- E. **During September and October Becker will be responsible for the provision of a “porta-potty” at Rochdale Park.**

## LIGHTS

- A. The Town of Leicester, Ma is responsible for the cost and changing of all burnt out lights at the baseball field at Rochdale Park.
- B. Becker College would be responsible for the cost of electricity to light the field during use by the college.

## SCHEDULING

- A. The Becker College Athletic Department will work directly with the Town of Leicester, Ma Parks and Recreation Department on dates/times of the scheduling of the baseball field at Rochdale Park.
- B. Becker College must approve with the Town of Leicester, Ma any non-baseball/non soccer and/or related activity that is scheduled at the baseball field at Rochdale Park during the calendar year. Approval shall not be unreasonably withheld for activities on the baseball field that would not be expected to damage the field.

- C. During the months of March, April, May, September and October Becker College will have preference with regard to the scheduled use of the field. In the case of inclement weather or scheduling changes Becker and the Town will work together to accommodate any necessary rescheduling.

## BECKER COLLEGE – TOWN OF LEICESTER, MA BASEBALL FIELD

### AT ROCHDALE PARK AGREEMENT

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- iii) Batting cage
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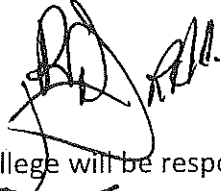
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- 
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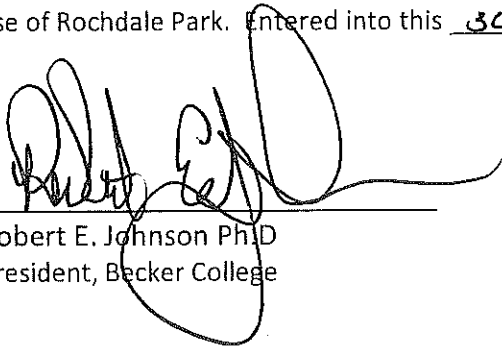
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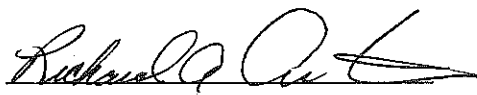
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- C. During the months of March, April and May Becker College will have preference with regard to the scheduled use of the field. In the case of inclement weather or scheduling changes Becker and the Town will work together to accommodate any necessary rescheduling.

This document shall constitute the agreement between Becker College and the Town of Leicester for the use of Rochdale Park. Entered into this 30 day of August, 2011.

A handwritten signature in black ink, appearing to read 'Robert E. Johnson', written over a horizontal line.

Robert E. Johnson Ph.D  
President, Becker College

A handwritten signature in black ink, appearing to read 'Richard A. Antanavica', written over a horizontal line.

Richard A. Antanavica  
Chair, Leicester Board of Selectmen



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

February 22, 2021

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

---

The following is a report on the general activities of the Town Administrator through February 4, 2020.

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

- Spoke with a resident about establishing an indoor cultivation location for adult use marijuana.

**Meetings:**

- Met with Becker to discuss the FY2011 lease and the expenditures made on the ballfields. They will be present at the February 22 Board meeting.
- Attended a Parks and Recreation meeting, at which there was discussion of the Becker College lease, including what was done incorrectly, so we could better manage a similar contract in the future. I relayed to the Committee that Becker was indeed interested in renewing the lease, but we would explore procurement requirements before moving forward.
- Attended a CIPC meeting, where we discussed the needs of Highway, Library, and the School Department.

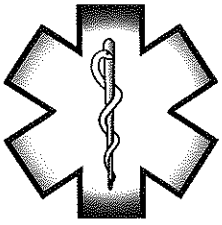
**Activities:**

- Union contract negotiations have been completed with all municipal unions with the exception of the Police Sergeants. The Fire and Highway are for three years, the Police union is for one, because we had done an MOU earlier this year for one year, with all non-financial amendments. We will be working with them immediately after the one-year MOU is signed. These agreements should be ratified by the Board at the March 8, 2021 meeting.
- Working on the procurement for the Towtaid park improvements under the Shared Winter Streets Program. This work must be completed the end of May, so time is of the essence.
- Discussed a recent request by employees of Leicester water and sewer for the Board to designate them as special municipal employees pursuant to the Conflict of Interest law. Counsel advises that the Board is being asked to make the designation because districts do not have the authority to do so under the law. This will be up for discussion at the March 8 meeting.
- Working on an employee complaint that may result in executive session discussion in a future meeting.
- We have been working with the state to obtain the authorization to distribute COVID-19 vaccine, but a recent change in policy may prevent us from doing so, as the Commonwealth is shifting to supplying the Mass Vaccination Centers and regional distribution networks. The latest order prohibits individual towns from receiving vaccine. We have reached out to our state representatives and Senator Warren's office.

- I have spoken with Joe McGinn of Weston & Sampson. He is looking to get the Phase 1 report on the water and sewer districts to us early next week.
- We are working with Fuss and O'Neill on getting a budget for engineering service for the Greenville Pond Dam for a spillway adequacy evaluation, and for an NOI for vegetation management. Once this dam is address, the Town's two high hazard dam issues will be resolved. We are still left with issues on privately owned dams, but the Town itself will be in full compliance.
- We are looking at funding a warrant article to purchase vehicle/facilities software, that also comes with a scheduling component for parks and recreation.

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





# Town of Leicester • Emergency Medical Services


3 Paxton Street • Leicester, MA 01524

---

PHONE: (508) 892-7006

**Date:** January 28, 2021

**To:** Select Board

**From:** Michael Franklin  
EMS, Coordinator 

**Subject:** EMT- Appointment

I respectfully request the Board appoint the following applicants to the position of per diem/on call EMT- Basic for The Town of Leicester Emergency Medical Service, with a Six Month probation period.

Eric Montiverdi  
20 Park Lane  
Leicester, MA 01524

Antranic Bahnan  
1111 Whittemore St  
Leicester, MA 01524

This appointment will help solidify the per diem coverage during the weekend and evening hours.

Thanking you in advance for your consideration in this matter.



# TOWN OF LEICESTER

## Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113

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**Rachelle S. Cloutier, M.Ed.**

*Director of Elder Affairs*

*E-mail: [cloutierr@leicesterma.org](mailto:cloutierr@leicesterma.org)*

**February 11, 2021**

**Karen Comeau  
Burncoat Pond Watershed District  
P. O. Box 346  
Leicester, MA 01524**

**Dear Karen and District members:**

**Thank you for your generous donation of \$100 to our senior center. All donations are very much appreciated. It is so important for us to thank those who support us so that we can continue to provide the wonderful programs we have at this senior center.**

**Thank you for letting us know that you appreciate everything we do.**

**Sincerely,**

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

**Cc : Town Administrator  
Select Board**

**SELECT BOARD MEETING MINUTES  
FEBRUARY 8, 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, and Assistant to the Town Administrator Bryan Milward were in attendance.

**1. SCHEDULED ITEMS**

a. **6:00pm – Leicester Community Electricity Aggregation – Good Energy**

• **Authorize Town Administrator to Sign All Related Documents**

John O'Rourke of Good Energy gave a presentation on the history of the Town's previous actions to set up an electricity aggregation program and the projected timeline for rolling out the program over the next several months. Select Board members discussed the rate comparison between National Grid, the opt out provision, and the importance of getting information out to seniors to ensure they understand the program. Town resident Donald Klein expressed concerns about misinformation related to the program and stated that he would like to see a warrant article to discuss the program at the Annual Town Meeting. A motion was made by Mr. Shocik and seconded by Mr. Duggan to authorize the Town Administrator to sign all Good Energy procurement documents up to but not including the final agreement for municipal energy aggregation. Roll Call: 5:0:0

b. **6:30pm – Leicester/Becker Collaboration - Town Flag Design Contest**

Donald Desroches discussed his proposal for a Town Flag design contest that would be run as a partnership between the Town and Becker College. Residents would be allowed to submit flag design entries and vote on a new flag. Select Board members discussed the existing flag, whether a new flag was needed, and requested that Mr. Desroches have a discussion about the proposal with Joe Lennerton of the Town Historical Commission.

**2. PUBLIC COMMENT PERIOD**

No members of the public provided public comment.

**3. REPORTS & ANNOUNCEMENTS**

a. **Student Liaison Reports**

Student Liaisons Jacob Stolberg and Erin Arsenault provided an update on upcoming school activities including the Children's Storybook Drive and February break.

b. **Town Administrator Report**

Town Administrator David Genereux read highlights from his report including recent discussions with Becker College on their lease at Rochdale Park, a meeting of the Insurance Advisory Committee, the award of the Shared Winter Streets grant for Towtaid Park, and the completion of the FY22 Budget proposal.

c. **Health Agent COVID-19 Update**

Health Agent Francis Dagle announced that the Town had received approval from the state to set up a COVID-19 vaccination site once enough supply becomes available.

d. **Select Board Reports**

Select Board members discussed the lease with Becker at Rochdale Park, the Town's response to recent snowstorms, the plane crash on February 3<sup>rd</sup>, and Select Board liaison responsibilities.

**4. RESIGNATIONS & APPOINTMENTS**

a. **Appointment – Megan Canavan – On Call Inspector of Animals**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to appoint Megan Canavan as the On Call Inspector of Animals. Roll Call: 5:0:0

**5. OTHER BUSINESS**

a. **Authorize Town Administrator to Sign Department of Public Health Documents relative to potential vaccine clinic**

A motion was made by Mr. Shocik and seconded by Mr. Duggan to authorize the Town Administrator to sign department of public health documents relative to a potential vaccine clinic. Roll Call: 5:0:0

b. **FY22 Budget Discussion**

Town Administrator David Genereux summarized the proposed FY22 Town Administrator's budget and explained the major changes from FY21 including new state aid projections, the reductions in legal expenses, the lower than expected health insurance increase, the increase in state assessments, and the impact of union negotiations.

c. **2021 Annual Town Meeting Discussion**

Town Administrator David Genereux discussed the proposed warrant articles for Annual Town Meeting. Select Board members discussed a potential warrant article related to host community agreement funds.

d. **Senior Center Donation – ERA Realty**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to accept the donation to the senior center from ERA Realty. Roll Call: 5:0:0

e. **Authorize Town Administrator to Sign FY20 Community Development Block Grant Contract and All Related Documents**

A motion was made by Mr. Antanavica and seconded by Mr. Duggan to authorize the Town Administrator to sign documents related to the CDBG FY20 grant. Roll Call: 5:0:0

f. **Common Victualler License Renewal – Hot Dog Annie's – 244 Paxton Street**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to renew Hot Dog Annie's common victualler license. Roll Call: 5:0:0

g. **Vote to Sign Letter of Support for Final Special Legislation for Songy Family**

A motion was made by Mr. Antanavica and seconded by Mr. Brooks to sign a letter of support for Final Special Legislation for the Songy family. Roll Call: 5:0:0

h. **Vote to Sign Letter of Support for Worcester Regional Chamber of Commerce's Application to the Regional Pilot Project Grant Program**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to sign the letter of support for the Worcester Regional Chamber of Commerce's grant application. Roll Call: 5:0:0

**6. MINUTES**

a. **January 25, 2021**

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to approve the January 25, 2021 minutes as written. Roll Call: 5:0:0

A motion to adjourn was made by Mr. Antanavica and seconded by Mr. Shocik at 8:14pm. Roll  
Call: 5:0:0