

MIDDLETON SELECT BOARD
MEETING AGENDA
FULLER MEADOW ELEMENTARY SCHOOL
NATHAN MEDIA CENTER
143 SOUTH MAIN STREET, MIDDLETON, MA 01949
TUESDAY, JANUARY 23, 2024
6:00 PM

This meeting is being recorded - Public Zoom Participation will not be available for this meeting

- 6:00 pm 1. Business
- a. Warrant: 2415 and FP32
 - b. Minutes: n/a
 - c. Acceptance of donations: Veteran's Memorial Spruce Tree
 - d. Town Administrator Updates and Reports
- 6:20 pm 2. Public Comment
- 6:30 pm 3. Department Head Update: Scott Fitzpatrick – Building Commissioner.
- 6:45 pm 4. 6:45 PM Vote on transfer of licenses (all alcohol, common victualler, and entertainment) from MMS Hospitality DBA Stefanelli's, 119 South Main Street to NG Group, Inc. DBA Crossroads Kitchen & Bar, Manager Ganesh Bahadur Thapa.
- 6:55 pm 5. Vote on transfer of common victualler license from Stefanelli Enterprises DBA Marco's Pizzeria, 119 South Main Street to GE Group, Inc. DBA LeMain Pizzeria, Manager Alma Vidal Garcia.
- 7:00 pm 6. Vote on Change of Manager for RMS Group, Inc. DBA Blue Fin Restaurant, 260 South Main Street from Ganesh Bahadur Thapa to Sandra Thapa.
- 7:05 pm 7. Vote on New Livery License for Denis Rado LLC, 9 Pollock Drive.
- 7:10 pm 8. Review and vote on contract for pre-construction survey vendor Hartford Structural Inspections (HIS) for municipal complex project.
- 7:15 pm 9. Review Preliminary List of Articles for Warrant for the Annual Town Meeting on May 14, 2024.
- 7:20 pm 10. Memorial Hall feasibility study grant – review and approve scope of work for site study.
- 7:40 pm 11. Updates & Announcements
- 7:45 pm 12. Executive Session pursuant to G.L. c. 30A, s. 21(a)(2) to discuss strategy with respect to non-union personnel: Contract extension discusison for Police Chief and Fire Chief.
- 8:00 pm 13. Executive Session pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining negotiations: Police Union

Upcoming Meetings:

February 3, 2024
February 6 & 20

Saturday Joint Budget Meeting at 8:30 am
Regular Select Board Meetings

The Board reserves the right to consider items on the agenda out of order. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

1a

Justin Sultzbach

From: Brian LaRoche <blaroche@pca360.com>
Sent: Wednesday, January 17, 2024 3:51 PM
To: Justin Sultzbach
Cc: Jackie Bresnahan
Subject: Re: Warrant 32 Narrative

[CAUTION:] This message was sent from outside of the Town of Middleton. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Hi Justin,

As requested, the following is a narrative of the invoices contained in Warrant FP 32:

- **Context Architecture** - The architectural design team of Context includes a team of sub consultants from GGD (Mechanical, Electrical, Plumbing, Fire Protection) Bohler (Civil), Environmental and Food Service that are working on developing the bidding documents for the MMC project that are called Construction Contract Drawings. Context and their team are about 95% complete with the effort and delivered a progress set of drawings that numbered 240 sheets for the project. The next review set is planned to be issued on 1/24/24.
- **WT Rich Company (WTR)** - is the Construction Manager that was hired to provide pre-construction services. They have estimated the Design Development drawings, attended reconciliation meetings of the estimators. They completed estimating the 90% Construction Contract Documents (CD's) in December and completed a reconciliation process with the architects estimator. WTR provided extensive amount of value engineering and cost cutting options during the month of December. WTR is also working with PCA360 on the development of the front end of the project specifications, they provided scope sheets for all of the filed sub bid trades, project schedule and other contract related items to be included in the bid documents. WTR has been working with PCA360 on the pre-qualification of the trade contractors in preparation for bidding the project at the end of January.

BEST REGARDS,

BRIAN LAROCHE



75 SECOND AVE, SUITE 305
NEEDHAM, MA 02494
WWW.PCA360.COM

T: 617.723.5056
M: 617.680.1286

The content of this email and any files transmitted are confidential and only intended for the use of the individual or entity to whom it is addressed. It is strictly forbidden to share any part of this message with any third party without the written consent of the sender.

From: Justin Sultzbach <justin.sultzbach@middletonma.gov>
Sent: Wednesday, January 17, 2024 9:22 AM
To: Brian LaRoche <blaroche@pca360.com>
Cc: Jackie Bresnahan <Jackie.Bresnahan@middletonma.gov>
Subject: Warrant 32 Narrative

Good morning, sir.

Could you please provide a brief narrative for Warrant 32 (attached). We would need it in advance of our Tuesday, January 23rd Select Board meeting.

Thank you!

Justin



Justin Sultzbach

From: Coral Steiger <coralsteiger512@gmail.com>
Sent: Wednesday, January 10, 2024 7:17 PM
To: Justin Sultzbach
Cc: Paul Goodwin
Subject: Re: Few Questions About Wreaths

[CAUTION:] This message was sent from outside of the Town of Middleton. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

I can be there. Please just let me know what time. I'm assuming it will be in the library at Fuller Meadow?

Thank you so much!

Coral Steiger

On Wed, Jan 10, 2024, 12:27 PM Justin Sultzbach <justin.sultzbach@middletonma.gov> wrote:

Coral, that sounds like a great initiative.

Paul, we can get it on the agenda for 1/23/24. Would either (of both) of you be available to attend that evening?

Thanks!

Justin

From: Paul Goodwin
Sent: Wednesday, January 10, 2024 12:00 PM
To: Coral Steiger <coralsteiger512@gmail.com>
Cc: Justin Sultzbach <justin.sultzbach@middletonma.gov>
Subject: RE: Few Questions About Wreaths

Hi Coral,

It's fine with me to enter the cemeteries. Not all are maintained by us. For example the one off of East St and Peabody St. We maintain Oakdale, off of Boston St., near Memorial Hall and off of Kings St.

The "Veterans Tree" sounds like a great idea. I have copied Justin Sultzbach(Town Administrator). The Selectmen are the "Commissioners" of the cemetery and they should provide input if any. Justin please add to the next convenient BOS agenda. Thanks.

Paul

From: Coral Steiger <coralsteiger512@gmail.com>
Sent: Wednesday, January 10, 2024 9:25 AM
To: Paul Goodwin <paul.goodwin@middletonma.gov>
Subject: Few Questions About Wreaths

[CAUTION:] This message was sent from outside of the Town of Middleton. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Hi Paul,

There are a few veterans that are buried in smaller cemeteries in town. We'd like to recognize them as well and be sure they are remembered every year. To do so, I need to have permission to enter those cemeteries to place the wreaths. Our ceremony will continue to be held at Oakdale each year. If this is OK with you, I'll get the names and addresses from Scott.

We are wondering if it would be possible for us to plant a blue spruce tree to the left of the Veteran's Memorial. We would have a dedication of this tree to our veterans either Memorial Day or Wreaths Across America Day (12/14/24). On this tree, each year, we will have families fill out a blank dog tag and hang it on the tree in memory of their loved one. We will maintain and trim the tree as needed. Please see the attached photo as an example of what I'm thinking about.

Thank you, again, for all your support and assistance with Wreaths. Without you and your team this wouldn't be possible.

Regards,

Coral Steiger

~~REDACTED~~

Transfer - NG Group
Crossroads
(former Stefanelli's)

TRANSFER OF LICENSE

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

4

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

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





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

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

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

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

06055-R5-0704

ENTITY/ LICENSEE NAME NG Group, Inc.

ADDRESS 119 S Main Street

CITY/TOWN Middleton

STATE MA

ZIP CODE 01949

For the following transactions (Check all that apply):

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

**THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL**

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

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: 1a6364cd-838a-4281-bf82-8ef3f96215e2

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	06055-RS-0704	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 1/9/2024 1:59:31 PM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
06055-RS-0704

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Laurence

Last Name:
Rossi

Address:
32 Chestnut Street

City:
Andover

State:
MA

Zip Code:
01844

Email Address:
jjr.mrh@verizon.net



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

mass.gov/dor

Letter ID: L0983191712
Notice Date: January 10, 2024
Case ID: 0-002-274-552



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MMS HOSPITALITY INC.
51 PEABODY ST
MIDDLETON MA 01949-1461

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, MMS HOSPITALITY INC. is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



Certificate of Compliance

MMS HOSPITALITY INC.
51 PEABODY ST
MIDDLETON MA 01949-1461

Date: January 12, 2024
Letter ID: L0001502249
Employer ID (FEIN): XX-XXX0631

Certificate ID: L0001502249

The Department of Unemployment Assistance certifies that as of 11-Jan-2024, MMS HOSPITALITY INC. is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

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



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

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

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

Full service restaurant and eatery

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="\$12 Restaurant"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

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

Location of space is 119 South Main Street, Middleton, MA, consisting of 3,300 square feet of restaurant space located at ground level.

Total Sq. Footage	<input type="text" value="3300"/>	Seating Capacity	<input type="text" value="112"/>	Occupancy Number	<input type="text" value="120"/>
Number of Entrances	<input type="text" value="3"/>	Number of Exits	<input type="text" value="3"/>	Number of Floors	<input type="text" value="1"/>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name By what means is the license being transferred?

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

Name of Principal	Title/Position	Percentage of Ownership
<input type="text" value="Marco Stefanelli"/>	<input type="text" value="President/Treasurer/Clerk/Director"/>	<input type="text" value="100"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Ganesh Bahadur Thapa"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text" value="President/Clerk/Director"/>	<input type="text" value="50%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Rigoberto A. Garcia"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text" value="Treasurer/Director"/>	<input type="text" value="50%"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
			MA Resident
			<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
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager 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

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager 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

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager 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

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Ganesh Bahadur Thapa	All-Alcohol	RMS Group, Inc/Blue Fin Restaurant	Middleton

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

Date of Incorporation

State of Incorporation

Is the Corporation publicly traded? ☐ Yes ☒ No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

☐ Yes ☒ No

9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	<input type="text"/>
B. Purchase Price for Business Assets	250,000.00
C. Other* (Please specify)	<input type="text"/>
D. Total Cost	<input type="text"/>

*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
RMS Goup, Inc. - see both accounts attached hereto	250,000.00
Total	250,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

RMS Group, Inc., of which the applicant is a shareholder of, is supplying the cash to purchase the business assets.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

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

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
01/01/2020		Corporate Chef	Colwen Hotels	Christopher Herth
03/26/2014		Shareholder	RMS Group, Inc.	N/A

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature Date

13. MANAGEMENT AGREEMENT

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

☐ Yes ☐ No

If yes, please fill out section 13.

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

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

13A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
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	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	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	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	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

CRIMINAL HISTORY

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

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

☐ Yes ☐ No

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

LICENSE

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

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

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

13F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

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

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

ADDITIONAL INFORMATION

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

APPLICANT'S STATEMENT

I, Ganesh Bahadur Thapa the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory


Of NG Group, Inc.
Name of the Entity/Corporation

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

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

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

Signature:



Date:

1/10/24

Title:

President/Director

ADDENDUM A

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

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

Entity Name

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

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

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

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

CRIMINAL HISTORY

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

☐ Yes ☐ No

CORPORATE VOTE

The Board of Directors or LLC Managers of

NG Group, Inc.

Entity Name

duly voted to apply to the Licensing Authority of

Middleton

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

01/05/2024

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Ganesh Bahadur Thapa

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

Ganesh Bahadur Thapa

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

(Print Name)

For Corporations ONLY

A true copy attest,



Corporation Clerk's Signature

Ganesh Bahadur Thapa
(Print Name)

**The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division**

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

Articles of Organization

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

Minimum Filing Fee:
\$250.00

Identification Number: 001725159 (number will be assigned)

ARTICLE I

The exact name of the corporation is:

NG GROUP, INC.

ARTICLE II

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

TO CARRY ON THE BUSINESS OF A FULL SERVICE RESTAURANT WITH A FULL ALL-ALCOHOL BEVERAGE LICENSE. TO DO ALL THINGS NECESSARY AND INCIDENTAL TO THE FURTHERANCE OF THE BUSINESS LAWFULLY CARRIED ON UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

ARTICLE III

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

Class of Stock	Par value per share (Enter 0 if no Par)	Total authorized number of shares	Total authorized par value	Total issued and outstanding number of shares
CNP	0	1,000	0	1,000

ARTICLE IV

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

N/A

ARTICLE V

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

ANY STOCKHOLDER, INCLUDING THE HEIRS, ASSIGNS, EXECUTORS OR ADMINSTRATORS OF A

DECEASED STOCKHOLDER, DESIRING TO SELL, TRANSFER OR PLEDGE SUCH STOCK OWED BY HIM OR THEM, SHALL FIRST OFFER IT TO THE CORPORATION THROUGH THE BOARD OF DIRECTORS, IN THE MANNER FOLLOWING: HE SHALL NOTIFY THE DIRECTORS OF HIS DESIRE TO SELL BY NOTICE IN WRITING, WHICH NOTICE SHALL CONTAIN THE PRICE AT WHICH HE IS WILLING TO SELL OR TRANSFER AND THE NAME OF ONE ARBITRATOR. THE DIRECTORS SHALL WITHIN 30 DAYS THEREAFTER EITHER ACCEPT THE OFFER, OR BY NOTICE TO HIM IN WRITING, NAME A SECOND ARBITRATOR, AND THESE TWO SHALL NAME A THIRD. IT SHALL THEN BE THE DUTY OF THE ARBITRATORS TO ASCERTAIN THE VALUE OF THE STOCK, AND IF ANY, ARBITRATORS SHALL NEGLECT OR REFUSE TO APPEAR AT ANY MEETING APPOINTED BY THE ARBITRATORS, A MAJORITY MAY ACT ON THE ABSENCE OF SUCH ARBITRATOR. AFTER THE ACCEPTANCE OF THE OFFER, OR THE REPORT OF THE ARBITRATORS AS TO THE VALUE OF THE STOCK, THE DIRECTORS SHALL HAVE 30 DAYS WITHIN WHICH TO PURCHASE THE SAME AT SUCH VALUATION; BUT IF AT THE EXPIRATION OF 30 DAYS, THE CORPORATION SHALL NOT HAVE EXERCISED THE RIGHT TO SO PURCHASE, THE OWNER OF THE STOCK SHALL BE AT LIBERTY TO DISPOSE OF THE SAME IN ANY MANNER HE MAY SEE FIT. NO SHARES OF STOCK SHALL BE SOLD OR TRANSFERRED ON THE BOOKS OF THE CORPORATION UNTIL THESE PROVISIONS HAVE BEEN COMPLIED WITH, BUT THE BOARD OF DIRECTORS MAY IN ANY PARTICULAR INSTANCE WAIVE THESE REQUIREMENTS.

ARTICLE VI

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

NONE

ARTICLE VII

The effective date of organization shall be the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than ninety (90) days from the date and time of filing

Later Effective Date (mm/dd/yyyy):

Time (HH:MM)

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the articles of organization.

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

Agent name: GANESH BAHADUR THAPA

Number and street: 119 S. MAIN STREET

Address 2:

City or town: MIDDLETON

State: MA

Zip code: 01949

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

Title	Individual Name	Address
PRESIDENT	GANESH BAHADUR THAPA	
TREASURER	RIGOBERTO A GARCIA	USA
SECRETARY	GANESH BAHADUR THAPA	
DIRECTOR	GANESH BAHADUR THAPA	

DIRECTOR	RIGOBERTO A GARCIA	USA
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d. The fiscal year end (i.e., tax year) of the corporation:

December 31

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

FULL SERVICE RESTAURANT AND BAR.

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

Number and street: 119 S. MAIN STREET

Address 2:

City or town: MIDDLETON State: MA Zip code: 01949

Country: UNITED STATES

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

Number and street: 119 S. MAIN STREET

Address 2:

City or town: MIDDLETON State: MA Zip code: 01949

Country: UNITED STATES

Which is:

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

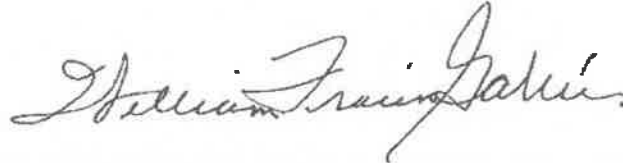
Signed this 21 Day of November, 2023 at 11:11 AM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

GANESH BAHADUR THAPA
RIGOBERTO A. GARCIA

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:

November 21, 2023 11:16 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	06055-RS-0704	LICENSEE NAME:	NG Group, Inc.	CITY/TOWN:	Middleton
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APPLICANT INFORMATION

LAST NAME:	Thapa	FIRST NAME:	Ganesh	MIDDLE NAME:	Bahadur
MAIDEN NAME OR ALIAS (IF APPLICABLE):			PLACE OF BIRTH:	Nepal	
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:		DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:		WEIGHT:	
CURRENT ADDRESS:					
CITY/TOWN:	Middleton	STATE:	MA	ZIP:	01949
FORMER ADDRESS:					
CITY/TOWN:	Revere	STATE:	MA	ZIP:	02151

PRINT AND SIGN

PRINTED NAME:	Ganesh Bahadur Thapa	APPLICANT/EMPLOYEE SIGNATURE:	<i>[Signature]</i>
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NOTARY INFORMATION

On this 1/10/24 before me, the undersigned notary public, personally appeared Ganesh Bahadur Thapa
(name of document signer), proved to me through satisfactory evidence of identification, which were Passport
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

[Signature]
NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

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

JONATHAN J. ROSSI
Notary Public, Commonwealth of Massachusetts
My Commission Expires March 6, 2028



JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	06055-RS-0704	LICENSEE NAME:	NG Group, Inc.	CITY/TOWN:	Middleton
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APPLICANT INFORMATION

LAST NAME:	Garcia	FIRST NAME:	Rigoberto	MIDDLE NAME:	Antonio
MAIDEN NAME OR ALIAS (IF APPLICABLE):			PLACE OF BIRTH:	El Salvador	
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:		DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:		WEIGHT:	
CURRENT ADDRESS:					
CITY/TOWN:	Peabody	STATE:	MA	ZIP:	01960
FORMER ADDRESS:					
CITY/TOWN:	Tewksbury	STATE:	MA	ZIP:	01876

PRINT AND SIGN

PRINTED NAME:	Rigoberto Antonio Garcia	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this	1/16/24	before me, the undersigned notary public, personally appeared	Rigoberto Antonio Garcia
(name of document signer), proved to me through satisfactory evidence of identification, which were		driver's license	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		 NOTARY	

DIVISION USE ONLY

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

ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of December 13, 2023 (the "**Effective Date**"), by and between MMS Hospitality Inc., a Massachusetts Corporation (the "**Seller**"), and NG Group, Inc., a Massachusetts Corporation (the "**Purchaser**"). Seller and Purchaser are sometimes referred to herein individually as a "**Party**", and collectively as the "**Parties**".

Recitals:

WHEREAS, Seller operates a businesses known as "Stefanelli's" (the "**Business**"), which is located at 119 South Main Street, Middleton, MA 01949 (the "**Leased Property**"); and

WHEREAS, Seller desires to sell substantially all of the Assets of the Business to Purchaser, and Purchaser desires to purchase substantially all of the Assets of the Business from Seller, on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

ARTICLE I DEFINITIONS

1.1 **Definitions.** In addition to the terms defined above in the introduction and recitals to this Agreement, other capitalized terms when used in this Agreement shall have the meanings as defined herein or set forth in Schedule 1.1 attached hereto.

ARTICLE II THE BUSINESS ASSETS AND LIABILITIES

2.1 **Description of the Assets.** Subject to the terms set forth in this Agreement, at the Closing, Seller shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase and accept from Seller, all right, title and interest of Seller in and to the assets of the Business including, without limitation, those set forth in this Section 2.1, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("**Encumbrance**"), but expressly excluding the Excluded Assets (collectively, sometimes referred to as the "**Assets**");

2.1.1. **Inventory.** All fixtures, supplies, materials, signs, appliances, equipment, furniture, furnishings, leasehold rights and improvements, machinery, tools, and other items of tangible personal property used in the Business or at the Leased Property, or ordered for future use in the Business as of the Closing (the "**Inventory**");

2.1.2. IT Systems. All telephones, copiers, cameras, digital video recording devices, computer hardware, telecommunications and information technology systems located at the Leased Property, and all computer software used in the Business (subject to the terms of any applicable license agreements), to the extent the same are transferable or the Parties obtain any consent necessary to effectuate such a transfer;

2.1.3. Licenses. All permits, licenses, registrations, orders and approvals which are held by Seller with respect to the Business and which are listed on Schedule 2.1.3 (the "Licenses");

2.1.4. Business Contracts. All contracts relating to the Business between Seller and third-party customers, suppliers, vendors, licensors or other parties, and all maintenance, repair, improvement, service and supply contracts, credit card service agreements, and all other agreements for goods or services which are held by Seller in connection with the Business, as set forth on Schedule 4.1.9, which Purchaser agrees to assume (collectively, the "Business Contracts");

2.1.5. Intangible Assets. All telephone numbers, URLs, email and website addresses, social media and web properties such as Facebook, Twitter, etc., and fax numbers currently in use by the Seller, all rights to the names "Stefanelli's" as well as all other intangible rights and property, including any trade names, trademarks, service marks, proprietary information and trade secrets, to the extent they are transferrable;

2.1.6. Books and Records. Originals or, where not available, copies, of all books and records, including books of account, ledgers, and general, financial, and accounting records, machinery and equipment maintenance files, purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, records, and data, sales material and records, strategic plans and marketing, and promotional surveys, material, and research ("Books and Records"); and

2.1.7. Goodwill. All of Seller's goodwill related to the Business.

2.2 Excluded Assets. Notwithstanding anything to the contrary in Section 2.1, the property, assets, rights and interests set forth in this Section 2.2 (the "Excluded Assets") shall not be transferred, assigned or conveyed to Purchaser:

2.2.1. Cash. All cash on hand or on deposit in any house bank, operating account or other account or reserve maintained in connection with the Business, together with any and all credit card charges, checks and other instruments, which Seller has submitted for payment as of the Closing;

2.2.2. Non-Assumed Contracts. Contracts which are not Assumed Contracts (if any);
and

2.2.3. Prepaid Expenses. All of Seller's prepaid expenses.

2.3 Assumed Liabilities. Subject to the terms and conditions set forth herein, Purchaser shall assume and agree to pay, perform, and discharge all Liabilities in respect of the Assigned Contracts but only to the extent that such Liabilities thereunder are required to be performed after the Closing Date and do not relate to any failure to perform, improper performance, warranty, or other breach, default, or violation by Seller on or prior to the Closing (collectively, the "Assumed Liabilities"), and no other Liabilities.

Notwithstanding any provision in this Agreement to the contrary, Purchaser shall not assume and shall not be responsible to pay, perform, or discharge any Liabilities, other than the Assumed Liabilities, of Seller or any of its Affiliates of any kind or nature whatsoever including those related to Seller's employees (the "Excluded Liabilities") such that Purchaser will incur no liability in connection therewith, and the Seller shall indemnify Purchaser with respect to and shall hold Purchaser harmless from and against all such Excluded Liabilities. At Closing, Seller shall retain all Liabilities relating to the Business that arise from acts, omissions, occurrences, agreements, obligations or matters that take place or accrue prior to the Closing Date (the "Retained Liabilities"). Seller's rights and obligations under this Section 2.3 shall survive the Closing.

Purchaser shall otherwise purchase the Assets of the Business as follows:

IN "AS IS" CONDITION, EXCEPT AS OTHERWISE HEREIN EXPRESSLY PROVIDED. SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE ASSETS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE ECONOMIC OR FUNCTIONAL CONDITION OF THE ASSETS INCLUDING, WITHOUT LIMITATION: THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE ASSETS. PURCHASER AGREES, EXCEPT TO THE EXTENT OF REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED HEREIN BY SELLER, THAT WITH RESPECT TO THE ASSETS, PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT, REPRESENTATIVE, SERVANT OR AFFILIATE OF SELLER. PURCHASER REPRESENTS AND WARRANTS THAT (a) PURCHASER IS A KNOWLEDGEABLE BUYER OF BUSINESSES; (b) EXCEPT TO THE EXTENT OF REPRESENTATIONS AND WARRANTIES SPECIFICALLY PROVIDED HEREIN BY SELLER, PURCHASER IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS; (c) PURCHASER HAS OR WILL CONDUCT SUCH

INSPECTIONS AND INVESTIGATIONS OF THE ASSETS; AND (d) UPON CLOSING, AND EXCEPT TO THE EXTENT OF REPRESENTATIONS AND WARRANTIES SPECIFICALLY PROVIDED HEREIN BY SELLER, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS MAY NOT HAVE BEEN REVEALED BY PURCHASER'S DUE DILIGENCE INVESTIGATIONS. PURCHASER ACKNOWLEDGES AND AGREES, EXCEPT TO THE EXTENT OF REPRESENTATIONS AND WARRANTIES SPECIFICALLY PROVIDED HEREIN BY SELLER, THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE ASSETS "AS IS, WHERE IS", WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS (EXCEPT AS HEREIN SPECIFICALLY PROVIDED) COLLATERAL TO OR AFFECTING THE ASSETS BY SELLER, ANY AGENT, REPRESENTATIVE, SERVANT OR AFFILIATE OF SELLER OR ANY THIRD PARTY. PURCHASER EXPRESSLY AGREES THAT THE TERMS AND CONDITIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN AND SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE ASSETS FURNISHED BY ANY BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN.

ARTICLE III PURCHASE PRICE; ALLOCATION; OTHER PROVISIONS

3.1 **Purchase Price.** The purchase price for the Business is Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars (the "Purchase Price"), which shall be adjusted at Closing subject to any adjustments or prorrations, including the reimbursement of Seller's security deposit to Seller. Each party shall be responsible for the fees and expenses of its own attorneys, accountants and consultants.

3.2 **Payment of Purchase Price.** At Closing, Purchaser shall pay to Seller an amount equal to the Purchase Price (as adjusted) pursuant to Section 3.1 by check or by wire transfer of immediately available funds.

3.2 **Allocation of Purchase Price.** The Purchase Price shall be allocated among the Assets by mutual agreement between the Purchaser and the Seller and shall be as shown on the allocation schedule set forth on Schedule 3.2 attached hereto (the "Allocation Schedule"). The Allocation Schedule shall be prepared in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended. Purchaser and Seller shall file all returns, declarations, reports, information returns and statements, and other documents relating to Taxes (including amended returns and claims for refund) ("Tax Returns") in a manner consistent with the Allocation Schedule.

3.3 **Third Party Consents.** To the extent that Seller's rights under any Asset may not be assigned to Purchaser without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller, at its expense, shall use their reasonable best efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Purchaser's rights under the Asset in question so that Purchaser would not in effect acquire the benefit of all such rights, Seller, to the maximum extent permitted by any Applicable Law and the Asset, shall act after the Closing as Purchaser's agent in order to obtain for it the benefits thereunder and shall cooperate, to the maximum extent permitted by any Applicable Law and the Asset, with Purchaser in any other reasonable arrangement designed to provide such benefits to Purchaser.

3.4 **Leased Property.** As a material inducement to Purchaser entering into this Agreement, Seller and Purchaser shall execute and deliver at Closing an assignment and assumption agreement (the "Lease Assignment") in connection with that certain Lease Extension Agreement dated January 9, 2020 as amended and extended, by and between Seller and Warren D. Kelly Trust (the "Landlord") for the Leased Property (the "Lease"). Seller and Purchaser shall work cooperatively to obtain Landlord's consent to the Lease Assignment prior to Closing. A copy of the Lease shall be provided to Purchaser prior to Closing.

3.5 **Right to Inspect Premises.** From the date hereof until the Closing, Seller agrees to provide representatives of Purchaser and its advisors with reasonable access to the Leased Property at mutually agreed times and dates for all necessary and reasonable purposes as related to the transactions described herein, including but not limited to structural and engineering, zoning and land use, appraisal and building and health code investigations. All due care shall be taken so that access shall not interfere with the Seller's customers or employees.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 **Seller's Representations and Warranties.** To induce Purchaser to enter into this Agreement and to consummate the transaction described in this Agreement, Seller hereby makes the representations and warranties in this Section 4.1 as of the Effective Date and as of the Closing Date, upon which Seller acknowledges and agrees that Purchaser is entitled to rely:

4.1.1. **Organization and Power.** Seller is duly formed, validly existing, in good standing in the Commonwealth of Massachusetts, and has all requisite power and authority to own the Assets and conduct the Business as currently owned and conducted.

4.1.2. **Authority and Binding Obligation.** Seller has full power and authority to execute and deliver this Agreement and all other documents to be executed and delivered by Seller

pursuant to this Agreement to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any other transaction document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate, board, and shareholder action on the part of Seller. This Agreement and the transaction documents constitute legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

4.1.3. Compliance with Applicable Law. Seller has not received any written notice of a violation of any Applicable Law with respect to the Business or Assets that has not been cured or dismissed, and there is no order or decree agreed to with or issued by any Governmental Authority with respect to the Business or Assets. To Seller's knowledge, Seller is in compliance with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Assets except where the failure to be in compliance would not have a Material Adverse Effect.

4.1.4. No Conflicts or Consents. Except in connection with the Lease and the Transfer Approvals related to Seller's liquor license described herein, the execution, delivery, and performance by each Seller of this Agreement and the other transaction documents to which the Seller is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the articles of organization, by-laws, or other governing documents of Seller; (b) violate or conflict with any provision of any Applicable Law or any order, writ, judgment, injunction, decree, stipulation, determination, penalty, or award entered by or with any Governmental Authority ("Governmental Order") applicable to the Seller, the Business, or the Assets; (c) require the consent, notice, declaration, or filing with or other action by any Person or require any permit, license, or Governmental Order; (d) violate or conflict with, result in the acceleration of, or create in any party the right to accelerate, terminate, modify, or cancel any contract to which the Seller is a party or by which the Seller or the Business is bound or to which any of the Assets are subject (including any Assigned Contract); or (e) result in the creation or imposition of any Encumbrance on the Assets.

4.1.5. Claims. (i) To Seller's knowledge Seller is not aware of, nor (ii) has Seller received any court filing in any litigation with respect to the Business or Assets, nor (iii) has Seller received any written notice of any claim, charge or complaint with respect to the Business or Assets, in each case which could reasonably be expected to have a material adverse effect on the Business or Assets. There are no claims, disputes, actions, proceedings, suits, investigations, ethical board proceedings, or legal or administrative proceedings pending, involving, or, to Seller's knowledge, threatened against, the Seller as related to the Business or the Assets.

4.1.6. Employment Matters. Seller is not a party to any written employment or compensation agreements with any Employees. Schedule 4.1.6 contains a list of all persons who

are employees, independent contractors or consultants of the Business as of the date hereof, including any employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full-time or part-time); (iii) hire or retention date; (iv) current annual base compensation rate or contract fee; (v) commission, bonus or other incentive-based compensation; and (vi) a description of the fringe benefits provided to each such individual as of the date hereof. As of the Closing Date, all compensation, including wages, commissions, accrued vacation and PTO, bonuses, fees and other compensation, payable to all employees, independent contractors or consultants of the Business for services performed on or prior to the Closing Date have been paid in full and there are no outstanding agreements, understandings or commitments of the Seller with respect to any compensation, accrued vacation and PTO, commissions, bonuses or fees. The Seller is and has been in compliance with all Applicable Laws pertaining to employment and employment practices to the extent they relate to employees, volunteers, interns, consultants and independent contractors of the Business.

4.1.7. Broker. Seller has not dealt with any Person who has acted, directly or indirectly, as a broker, finder, financial adviser or in such other capacity for or on behalf of Seller in connection with the transaction described by this Agreement in a manner which would entitle such Person to any fee or commission in connection with this Agreement or the transaction described in this Agreement. Seller shall be responsible for payment of any fees and commissions due to any broker pursuant to a separate agreement between Seller and such broker, and Seller will indemnify and hold harmless Purchaser from and against any claims of such broker for fees and commissions.

4.1.8. Foreign Person. Seller is a "United States person" (as defined in Section 7701(a)(30)(B) or (C) of the Code) for the purposes of the provisions of Section 1445(a) of the Code.

4.1.9. Contracts. Schedule 4.1.9 lists all of the Assumed Contracts. Each Assumed Contract is valid and binding on Seller in accordance with its terms and in full force and effect in accordance with the terms thereof. All amounts due under each Assumed Contract have been paid in the Ordinary Course of Business. None of the Assumed Contracts has been modified, altered, or amended in any respect other than in the Ordinary Course of Business, except as set forth in Schedule 4.1.9. Neither Seller, nor to Seller's knowledge, any other party thereto, is in breach of or default under (or is alleged to be in breach of or default under) any Assumed Contract except for such breaches or defaults that would not have a Material Adverse Effect. Seller has not received any notices from any parties to the Assumed Contracts that any of the Assumed Contracts are being terminated and, to Seller's knowledge, Seller is not aware of any plans by any party to an Assumed Contract to terminate the Assumed Contract, except to the extent any such termination would not have a material adverse effect on the Business.

4.1.10. Assets. Seller has good and valid title to all of the Assets free and clear of Encumbrances. The Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property, and assets necessary to conduct the Business as currently conducted.

4.1.11. Inventory. Seller owns all Inventory related to the Business, and upon transfer to Purchaser at Closing, Purchaser will have title to all Inventory, free and clear of liens, claims and Encumbrances. No Inventory is subject to any commitment or other arrangement for its use by Seller or any other Person other than in connection with the Business. To Seller's knowledge, all Inventory used in the Business is in good operating condition and repair. All Inventory, whether or not reflected in Seller's balance sheet, consists of a quality and quantity usable and salable in the Ordinary Course of Business consistent with past practice, except for obsolete, damaged, defective, or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established.

4.1.12. Bankruptcy. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under other debtor relief law as contemplated by, pending or threatened against Seller, the Business or the Assets.

4.1.13. No Adverse Changes. Since December 31, 2022, there have been, and at the date of the Closing there will have been, no material adverse changes in the financial condition of Seller and the Business, the condition of the Business (financial or otherwise), or assets of the Business; or the value of the Assets; and no liabilities or obligations incurred by Seller or transfers of property, except as herein provided, other than those events which may occur in the Ordinary Course of Business.

4.1.14. Taxes and Tax Returns. Seller has timely filed all tax returns required to be filed prior to the Closing and, to Seller's knowledge, has timely paid all Taxes due and payable by the Seller related thereto. No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Seller. Such tax returns are, or will be, true, complete, and correct in all respects. The term "Taxes" means all federal, state, local, foreign, and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, withholding, payroll, employment, unemployment, excise, severance, stamp, occupation, premium, property (real or personal), customs, duties, or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest, additions, or penalties with respect thereto.

4.1.15. Financial Statements. Complete copies of Tax Returns for each of the previous two years and any additional financial statements related to the Business (collectively, the "Financial Statements") have been delivered to Purchaser. The Financial Statements have been prepared in accordance with generally accepted accounting principles in effect in the United States from time to time, applied on a consistent basis throughout the period involved. The

Financial Statements fairly present in all material respects the financial condition of the Business as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated.

4.1.16. Leased Property. The Leased Property, pursuant to the Lease, constitutes all of the real property interests held by Seller which are used in connection with the operation of the Business. The Lease is valid and fully enforceable by Seller against Landlord, and is free and clear of any and all liens, claims, mortgages, security deeds, security interests and encumbrances of every kind and nature. To Seller's knowledge, all licenses and permits required for the continued operation of the Leased Property have been issued and are in full force and effect and, the operation of the Leased Property complies with all federal, state and local laws, rules and regulations applicable thereto.

4.1.17. Environmental Matters. Seller is in compliance with applicable environmental laws, rules, and regulations in all material respects, and to its knowledge, has not committed any act which constitutes a "release of hazardous substances" or a "release of petroleum" under the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") or the Solid Waste Disposal Act. Seller holds all permits, licenses, and approvals required for the handling, treatment, recycling, storage, containment, disposal, or destruction of any waste products and/or by-products, and all of those permits, licenses and approvals, are in full force and effect. Seller has not engaged in the off-site disposal, treatment, recycling, or storage of any waste products which are "hazardous waste" under the Solid Waste Disposal Act.

4.1.18. Books and Records. All documents and records provided to Purchaser as part of Purchaser's due diligence investigation, including without limitation books of account and sales, are complete and correct in all material respects and have been maintained in accordance with sound business practices. The Seller has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect its transactions.

4.1.19. Full Disclosure. No representation or warranty by the Seller in this Agreement and no statement contained in the Schedules to this Agreement or any certificate or other document furnished or to be furnished to Purchaser pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

4.2 Purchaser's Representations and Warranties. To induce Seller to enter into this Agreement and to consummate the transaction described in this Agreement, Purchaser hereby makes the representations and warranties in this Section 4.2 as of the Effective Date and as of the Closing Date, upon which Purchaser acknowledges and agrees that Seller is entitled to rely:

4.2.1. Organization and Authority. Purchaser is duly formed, validly existing, in good standing in the Commonwealth of Massachusetts, and has full power and authority to execute and deliver this Agreement and all other documents to be executed and delivered by Seller pursuant to this Agreement.

4.2.2. No Violation. The execution, delivery and performance by Purchaser of this Agreement and all other instruments or documents executed and delivered hereunder by Purchaser do not violate any law, rule, regulation or ordinance, or any order or ruling of any court or governmental entity applicable to the Purchaser. No notice to, filing with, or consent of, any public body or authority is necessary for the consummation by Purchaser of the transactions contemplated in this Agreement.

4.2.3. Litigation. There is no litigation pending or, to Purchaser's knowledge, threatened, against Purchaser in respect of the consummation of the transactions contemplated hereby.

4.2.4. Brokers. Purchaser has not dealt with any Person who has acted, directly or indirectly, as a broker, finder, financial adviser or in such other capacity for or on behalf of Purchaser in connection with the transaction described by this Agreement in a manner which would entitle such Person to any fee or commission in connection with this Agreement or the transaction described in this Agreement.

4.3 Survival. This ARTICLE IV shall survive the Closing or termination of this Agreement as follows:

Seller's representations and warranties in Section 4.1 and all covenants, and agreements contained herein and all related rights to indemnification shall survive the Closing for a period of twelve (12) months; provided that the representations and warranties set forth in Sections 4.1.1 (Organization and Power), 4.1.2 (Authority and Binding Obligation) and 4.1.8 (Brokers) (the "Fundamental Reps") shall survive indefinitely; and provided further that Section 4.1.4 (Taxes and Tax Returns) shall survive Closing for the applicable statute of limitations plus sixty (60) days. No claim for a breach of any representation or warranty of Seller shall be actionable or payable (a) if the breach in question results from or is based on a condition, state of facts or other matter which was set forth herein or was known or "deemed to be known" to Purchaser at or prior to Closing, (b) unless written notice containing a description of the specific nature of such breach shall have been given by Purchaser to Seller prior to the expiration of said twelve (12) month period and an action shall have been commenced prior to the expiration of said twelve (12) month period by Purchaser against Seller as provided for above. Purchaser shall not be entitled to rely on any representations made by Seller to the extent, prior to Closing, Purchaser shall have or obtain actual knowledge of any information that is contradictory to such representation or warranty. Notwithstanding the foregoing, should any representation or warranty of Seller become untrue or misleading in any material respect, then Purchaser may either waive

such condition, in writing, or terminate this Agreement, in which event neither Seller nor Purchaser will have any further obligations under this Agreement, except for those terms and obligations which expressly survive the expiration or termination hereof.

ARTICLE V COVENANTS

5.1 Confidentiality.

5.1.1. Disclosure of Confidential Information. Seller and Purchaser shall keep confidential and not make any public announcement or disclose to any Person the existence or any terms of this Agreement or any information disclosed by Seller or any other documents, materials, data or other information with respect to the Business which is not generally known to the public (the "Confidential Information"). Seller and Purchaser will consult with each other before issuing any press releases or otherwise making any public statements or filings with governmental entities with respect to this Agreement or the transactions contemplated hereby, and shall not issue any press releases or make any public statements or filings with governmental entities prior to such consultation, and shall modify any portion thereof if the other Party reasonably objects thereto, unless the same may be required by Applicable Law. Notwithstanding the foregoing, Seller and Purchaser shall be permitted to (i) disclose any Confidential Information to the extent required under Applicable Law, and (ii) disclose any Confidential Information to any Person on a "need to know" basis, such as their respective shareholders, partners, members, trustees, beneficiaries, directors, officers, employees, attorneys, consultants, engineers, surveyors, lenders, investors, managers, franchisors and such other Persons whose assistance is required to consummate the transactions described in this Agreement; provided, however, that Seller or Purchaser (as the case may be) shall (A) advise such Person of the confidential nature of such Confidential Information, and (B) use commercially reasonable efforts to cause such Person to maintain the confidentiality of such Confidential Information. The obligations under this Section 5.1.1 shall survive termination of this Agreement and the Closing.

5.2 Conduct of the Business.

5.2.1. Operation in Ordinary Course of Business. From the Effective Date until the Closing or earlier termination of this Agreement, except as otherwise provided in this Agreement, Seller shall conduct the Business in the Ordinary Course of Business.

5.2.2. Contracts. From the Effective Date until the Closing or earlier termination of this Agreement, Seller shall not, without Purchaser's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed, enter into, obtain, amend, extend, renew or terminate any new or existing Assumed Contracts or Licenses, except in the Ordinary Course of Business. Any such Assumed Contracts or Licenses or amendments, extensions, renewals or

terminations thereof entered into in the Ordinary Course of Business or approved by Purchaser pursuant to this Section 5.2.2 shall be deemed incorporated into Seller's representations and warranties and included as part of the Assumed Contracts and Licenses as defined herein.

5.3 **Notices and Filings.** Seller and Purchaser shall use commercially reasonable efforts to cooperate with each other (at no cost or expense to the Party whose cooperation is requested, other than any de minimis cost or expense or any cost or expense which the requesting Party agrees in writing to reimburse) to provide written notice to any Person under any Assumed Contracts, Licenses, and to effect any registrations or filings with any Governmental Authority or other Person, regarding the change in ownership of the Business or Assets. This Section 5.3 shall survive the Closing.

5.5 **Further Assurances.** From the Effective Date until the Closing or earlier termination of this Agreement, Seller and Purchaser shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate the transaction described in this Agreement, including (i) obtaining all necessary consents, approvals and authorizations required to be obtained from any Governmental Authority or other Person under this Agreement or Applicable Law, and (ii) effecting all registrations and filings required under this Agreement or Applicable Law. After the Closing, Seller and Purchaser shall use commercially reasonable efforts (at no cost or expense to such Party, other than any de minimis cost or expense or any cost or expense which the requesting Party agrees in writing to reimburse) to further effect the transaction contemplated in this Agreement. The immediately preceding sentence of this Section 5.5 shall survive the Closing.

5.6 **Assignment of Liquor License.** Purchaser shall use diligent efforts, at Purchaser's sole cost and expense, and Seller shall use all commercially reasonable efforts to assist the Purchaser, in obtaining all necessary local and state approvals to transfer the liquor license associated with the Business from Seller to Purchaser (the "Transfer Approvals") to be effective as of the date of the Closing. The Closing is contingent upon Purchaser obtaining the Transfer Approvals.

ARTICLE VI CLOSING CONDITIONS

6.1 **Mutual Closing Conditions.**

6.1.1. **Satisfaction of Mutual Closing Conditions.** The respective obligations of Seller and Purchaser to close the transaction contemplated in this Agreement are subject to the satisfaction at or prior to Closing of the following conditions precedent (the "Mutual Closing Conditions"):

(a) Adverse Proceedings. No litigation or other court action shall have been commenced by a third party seeking to obtain an injunction or other relief from such court to enjoin the consummation of the transaction described in this Agreement, and no preliminary or permanent injunction or other order, decree or ruling shall have been issued by a court of competent jurisdiction or by any Governmental Authority, that would make illegal or invalid or otherwise prevent the consummation of the transaction described in this Agreement.

(b) Adverse Law. No Applicable Law shall have been enacted that would make illegal or invalid or otherwise prevent the consummation of the transaction described in this Agreement.

6.1.2. Failure of Mutual Closing Condition. If any of the Mutual Closing Conditions is not satisfied at Closing, then each Party shall have the right to terminate this Agreement by providing written notice to the other Party and the Parties shall have no further rights or obligations under this Agreement, except for those which expressly survive such termination.

6.2 Purchaser Closing Conditions.

6.2.1. Satisfaction of Purchaser Closing Conditions. In addition to the Mutual Closing Conditions, Purchaser's obligations to close the transactions described in this Agreement are subject to the satisfaction at or prior to Closing of the following conditions precedent (the "Purchaser Closing Conditions"): :

(a) Seller's Deliveries. All of the Seller Closing Deliveries shall have been delivered to Purchaser at Closing.

(b) Representations and Warranties. The representations or warranties of Seller in this Agreement shall be true and correct in all material respects as of the Closing (or as of such other date to which such representation or warranty expressly is made).

(c) Covenants and Obligations. The covenants and obligations of Seller in this Agreement shall have been performed in all material respects.

6.2.2. Failure of Purchaser Closing Condition. If any of the Purchaser Closing Conditions is not satisfied at Closing because of a Seller Default, then Purchaser shall have the rights set forth in Section 9.1. If any of the Purchaser Closing Conditions is not satisfied at Closing other than because of a Seller Default, then Purchaser shall have the right (i) to terminate this Agreement by providing written notice to Seller, in which case the Parties shall have no further rights or obligations under this Agreement, except those which expressly survive such termination, or (ii) to waive any of the Purchaser Closing Conditions at or prior to Closing.

6.3 Seller Closing Conditions.

6.3.1. Satisfaction of Seller Closing Conditions. In addition to the Mutual Closing Conditions, Seller's obligations to close the transactions contemplated in this Agreement are subject to the satisfaction at or prior to Closing of the following conditions precedent (the "Seller Closing Conditions"):

(a) Receipt of the Purchase Price. Purchaser shall have paid to Seller the Purchase Price.

(b) Purchaser's Deliveries. All of the Purchaser Closing Deliveries shall have been delivered to Seller at Closing.

(c) Representations and Warranties. The representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects as of the Closing (or as of such other date to which such representation or warranty expressly is made).

(d) Covenants and Obligations. The covenants and obligations of Purchaser in this Agreement shall have been performed in all material respects.

6.3.2. Failure of Seller Closing Condition. If any of the Seller Closing Conditions is not satisfied at Closing, then Seller shall have the right to (i) terminate this Agreement by providing written notice to Purchaser and the Parties shall have no further rights or obligations under this Agreement, except those which expressly survive such termination, or (ii) waive any of the Seller Closing Conditions at or prior to Closing.

ARTICLE VII CLOSING

7.1 Closing. The closing of the transaction described in this Agreement (the "Closing") shall take place by means of an electronic closing in which the Closing documentation will be delivered by electronic mail exchange of signature pages in .pdf or functionally equivalent electronic format, which delivery will be effective without any further physical exchange of the originals or copies of the originals, and shall take place no later than Thirty (30) days after the transfer of the liquor license or at such other date and time as the parties hereto may agree in writing (the date on which the Closing actually occurs is hereinafter referred to as the "Closing Date").

7.2 Closing Deliveries.

7.2.1. Seller's Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Purchaser, all of the (i) documents set forth in this Section 7.2.1, each of which shall have been

duly executed by Seller and acknowledged (if required), and (ii) other items set forth in this Section 7.2.1 (the "Seller Closing Deliveries"), as follows:

(a) A Bill of Sale in the form of Exhibit A transferring the Assets to Purchaser on the terms set forth therein;

(b) An Assignment and Assumption of Contracts and Licenses for the Business in the form of Exhibit B, assigning the Assumed Contracts and Licenses to Purchaser on the terms set forth therein;

(c) The Lease Assignment duly executed by the Seller and the consent of the Landlord;

(d) Transfer Approvals;

(e) A certificate of the Secretary of State of the Commonwealth of Massachusetts as of a recent date as to the legal existence and good standing of Seller;

(f) A certificate of the Secretary of Seller certifying the resolutions adopted by the board of directors and stockholders of Seller authorizing the execution, delivery and performance of this Agreement and the other agreements, documents and instruments contemplated hereby;

(g) To the extent not previously delivered to Purchaser, copies of the Assumed Contracts and Licenses in Seller's possession; and

(h) Such other documents and instruments as may be reasonably requested by Purchaser in order to consummate the transaction described in this Agreement.

7.2.2. Purchaser's Deliveries. At the Closing, Purchaser shall deliver or cause to be delivered to Seller all of the (i) documents set forth in this Section 7.2.2, each of which shall have been duly executed by Purchaser and acknowledged (if required), and (ii) other items set forth in this Section 7.2.2 (the "Purchaser Closing Deliveries"), as follows:

(a) The Purchase Price (as adjusted pursuant to Section 3.1) to be paid by Purchaser;

(b) A counterpart of each of the documents and instruments to be delivered by Seller under Section 7.2.1 which require execution by Purchaser; and

(c) Such other documents and instruments as may be reasonably requested by Seller in order to consummate the transaction described in this Agreement.

(d) At closing, Purchaser to credit to Seller the amount of \$5,500 as the Security Deposit held by Landlord for the aforementioned Lease (pending verification from Landlord of correct amount, if any).

ARTICLE VIII POST-CLOSING MATTERS

8.1 **Website.** With respect to the Seller's website, Seller shall provide Purchaser with a contact so that Purchaser can change the contact information for continuing and paying for said website after the Closing.

8.2 **Gift Cards.** From and after the Closing, if any customers present gift cards to Purchaser, it shall be Purchaser's obligation to honor such gift cards.

ARTICLE IX DEFAULT AND REMEDIES

9.1 **Seller's Default.** If any of Seller's representations or warranties hereunder is not true and correct in any material respect or Seller fails to perform its covenants or obligations hereunder in any material respect which breach or default is not caused by a Purchaser Default (a "**Seller Default**"), then Purchaser, as its sole and exclusive remedies, may elect to: (a) terminate this Agreement by providing written notice to Seller, after which the Parties shall have no further rights or obligations under this Agreement, except those which expressly survive such termination; (b) proceed to Closing pursuant to this Agreement, in which case Purchaser shall be deemed to have waived such Seller Default and, if applicable, any Purchaser Closing Condition that is not satisfied as a result of such Seller Default, and Purchaser shall pay the full Purchase Price at Closing; or (c) seek specific performance. The preceding clause shall survive the termination of this Agreement.

9.2 **Purchaser's Default.** If any of Purchaser's representations or warranties hereunder is not true and correct in any material respect or Purchaser fails to perform its covenants or obligations hereunder in any material respect which breach or default is not caused by a Seller Default (a "**Purchaser Default**"), then Seller, as its sole and exclusive remedies, may elect to: (a) terminate this Agreement by providing written notice to Purchaser, and the Parties shall have no further rights or obligations under this Agreement, except those which expressly survive such termination; or (b) proceed to Closing pursuant to this Agreement, in which case Seller shall be deemed to have waived such Purchaser Default and, if applicable, any Seller Closing Condition that is not satisfied as a result of such Purchaser Default, and Purchaser shall pay the full Purchase Price at Closing. The preceding clause shall survive the termination of this Agreement.

ARTICLE X SURVIVAL AND INDEMNIFICATION

10.1 **Survival.** If this Agreement is terminated, those representations, warranties, covenants, liabilities, indemnities and obligations of the Parties under this Agreement that expressly survive the termination of this Agreement shall survive such termination, and all others shall not survive such termination. If the Closing occurs, those representations, warranties, covenants, liabilities, indemnities and obligations of the Parties under this Agreement that expressly survive the Closing shall survive the Closing as provided herein. This ARTICLE X and all rights and obligations of defense and indemnification as expressly set forth in this Agreement shall survive the Closing or termination of this Agreement.

10.2 **Indemnification by Seller.** Subject to the limitations set forth in any express provision in this Agreement, including, without limitation, Section 4.3 hereof, Seller shall defend, indemnify and hold harmless the Purchaser Indemnitees from and against any Indemnification Loss incurred by any Purchaser Indemnitee to the extent resulting from (i) any material breach by or non-fulfillment by Seller of any of its representations, warranties, covenants or obligations under this Agreement, (ii) any Excluded Asset; (iii) any claims for workers' compensation relating to the period prior to the Closing and any claim under or pursuant to any employee or other benefit plan or any liability with respect to any employee or other benefit plan by any person who was at any time prior to the Closing an Affiliate of the Seller; (iv) any Third Party Claim based upon, resulting from, or arising out of operation of the Business prior to the Closing Date; and (v) any Retained Liabilities. For purposes of this Agreement, "Third Party Claim" means notice of the assertion or commencement of any action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement.

10.3 **Indemnification by Purchaser.** Purchaser shall defend, indemnify and hold harmless the Seller Indemnitees from and against any Indemnification Loss incurred by any Seller Indemnitee to the extent resulting from (i) any material breach by or non-fulfillment by Purchaser of any of its representations, warranties, covenants or obligations under this Agreement, (ii) any claims for workers' compensation relating to the period after the Closing and any claim under or pursuant to any employee or other benefit plan or any liability with respect to any employee or other benefit plan by any person who after the Closing is an Affiliate of Purchaser; (iii) any Third Party Claim based upon, resulting from, or arising out of operation of the Business after the Closing Date; and (iv) any Assumed Liabilities.

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

11.1 Notices.

11.1.1. Method of Delivery. All notices, requests, demands and other communications required to be provided by any Party under this Agreement (each, a "Notice") shall be in writing and delivered, at the sending Party's cost and expense, by (i) personal delivery, (ii) express courier service, or (iii) facsimile or email transmission to the recipient Party at the following address or facsimile number:

If to Seller:

Marco Stefanelli
119 S. Main Street
Middleton, MA 01949

With a copy to:

Jack Kielty, Esq
40 Lowell Street
Peabody, MA 01949
office@kieltylaw.com

If to Purchaser:

Ganesh Bhadur Thapa
25 Vera Road
Middleton, MA 01949

Rigoberto Garcia
35 Hampshire Road
Peabody, MA 01949

With a copy to:

Jonathan J. Rossi, Esq.
Morris, Rossi & Hayes
32 Chestnut Street
Andover, MA 01810
Email: jjr.mrh@verizon.net

11.1.2. Receipt of Notices. All Notices sent by a Party (or its counsel) under this Agreement shall be deemed to have been received by the Party to whom such Notice is sent upon (i) delivery to the address of the recipient Party, provided that such delivery is made prior to 5:00 p.m. (local time for the recipient Party) on a Business Day, otherwise the following Business Day, or (ii) the attempted delivery of such Notice if (A) such recipient Party refuses delivery of such Notice, or (B) such recipient Party is no longer at such address or email address, and such recipient Party failed to provide the sending Party with its current address or email address.

11.1.3. Delivery by Party's Counsel. The Parties agree that the attorney for such Party shall have the authority to deliver Notices on such Party's behalf to the other Party hereto.

11.2 Time is of the Essence. Time is of the essence of this Agreement; provided, however, that notwithstanding anything to the contrary in this Agreement, if the time period for the performance of any covenant or obligation, satisfaction of any condition or delivery of any Notice or item required under this Agreement shall expire on a day other than a Business Day, such time period shall be extended automatically to the next Business Day.

11.3 Assignment. Neither Party may assign its rights under this Agreement but Purchaser may take title to the Business or Assets in one or more nominees.

11.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and permitted assigns.

11.5 Third Party Beneficiaries. This Agreement shall not confer any rights or remedies on any Person other than (i) the Parties and their respective successors and assigns, and (ii) any indemnitee to the extent such indemnitee is expressly provided any right of defense or indemnification in this Agreement.

11.6 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT GIVING EFFECT TO ANY PRINCIPLES REGARDING CONFLICT OF LAWS.

11.7 Rules of Construction. The following rules shall apply to the construction and interpretation of this Agreement:

11.7.1. Singular words shall connote the plural as well as the singular, and plural words shall connote the singular as well as the plural, and the masculine shall include the feminine and the neuter, as the context may require.

11.7.2. All references in this Agreement to particular articles, sections, subsections or clauses (whether in upper or lower case) are references to articles, sections, subsections or

clauses of this Agreement. All references in this Agreement to particular exhibits or schedules (whether in upper or lower case) are references to the exhibits and schedules attached to this Agreement, unless otherwise expressly stated or clearly apparent from the context of such reference.

11.7.3. The headings in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

11.7.4. Each Party and its counsel have reviewed and revised (or requested revisions of) this Agreement and have participated in the preparation of this Agreement, and therefore any rules of construction requiring that ambiguities are to be resolved against the Party which drafted the Agreement or any exhibits hereto shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto.

11.7.5. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Agreement, and not solely to the provision in which such term is used.

11.7.6. The terms "include," "including" and similar terms shall be construed as if followed by the phrase "without limitation."

11.7.7. The term "sole discretion" with respect to any determination to be made a Party under this Agreement shall mean the sole and absolute discretion of such Party, without regard to any standard of reasonableness or other standard by which the determination of such Party might be challenged.

11.8 **Severability**. If any term or provision of this Agreement is held to be or rendered invalid or unenforceable at any time in any jurisdiction, such term or provision shall not affect the validity or enforceability of any other terms or provisions of this Agreement, or the validity or enforceability of such affected term or provision at any other time or in any other jurisdiction.

11.9 **JURISDICTION AND VENUE**. ANY LITIGATION OR OTHER COURT PROCEEDING WITH RESPECT TO ANY MATTER ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT SHALL BE CONDUCTED IN MIDDLESEX COUNTY SUPERIOR COURT IN THE COMMONWEALTH OF MASSACHUSETTS AND SELLER (FOR ITSELF AND ALL SELLER INDEMNITEES) AND PURCHASER (FOR ITSELF AND ALL PURCHASER INDEMNITEES) HEREBY SUBMIT TO JURISDICTION AND CONSENT TO VENUE IN SUCH COURT, AND WAIVE ANY DEFENSE BASED ON FORUM NON CONVENIENS.

11.10 **WAIVER OF TRIAL BY JURY**. EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION OR OTHER COURT PROCEEDING WITH

RESPECT TO ANY MATTER ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

11.11 **Incorporation of Recitals, Exhibits and Schedules.** The recitals to this Agreement, and all exhibits and schedules referred to in this Agreement are incorporated herein by such reference and made a part of this Agreement. Any matter disclosed in any schedule to this Agreement shall be deemed to be incorporated in all other schedules to this Agreement.

11.12 **Entire Agreement.** This Agreement sets forth the entire understanding and agreement of the Parties hereto, and shall supersede any agreements and understandings (written or oral), including any letter of intent, between the Parties on or prior to the Effective Date with respect to the transaction described in this Agreement.

11.13 **Amendments, Waivers and Termination of Agreement.** No amendment or modification to any terms or provisions of this Agreement, waiver of any covenant, obligation, breach or default under this Agreement or termination of this Agreement (other than as expressly provided in this Agreement), shall be valid unless in writing and executed and delivered by each of the Parties.

11.14 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The submission of a signature page transmitted by facsimile (or similar electronic transmission facility, including PDF via email) shall be considered as an "original" signature page for purposes of this Agreement so long as the original signature page is thereafter transmitted by mail or by other delivery service and the original signature page is substituted for the facsimile (or similar electronic transmission facility, including PDF via email) signature page in the original and duplicate originals of this Agreement.

**[Remainder of Page Intentionally Left Blank;
Signature Page Follows]**

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed and delivered in its name by a duly authorized officer or representative as of the Effective Date.

SELLER:

STEFANELLI ENTERPRISES INC.

By: 

Name: Marco Stefanelli

Title: President

PURCHASER:

NG GROUP, INC.

By: 

Name: Ganesh Bahadur Thapa

Title: President

By: 

Name: Rigoberto A. Garcia

Title: Treasurer

Exhibits and Schedules

Exhibit A	Form of Bill of Sale
Exhibit B	Form of Assignment and Assumption of Contracts and Licenses
Schedule 1.1	Definitions
Schedule 2.1.3	Licenses
Schedule 3.2	Purchase Price Allocation
Schedule 4.1.6	Employment Matters
Schedule 4.1.9	Business Contracts

EXHIBIT A

FORM OF BILL OF SALE

THIS BILL OF SALE is made as of [____], 2023, from _____, a Massachusetts corporation (the "Seller"), and _____, a Massachusetts corporation (the "Purchaser").

Recitals:

A. Seller and Purchaser are parties to that certain Asset Purchase and Sale Agreement, dated as of December _____, 2023 (the "Purchase Agreement"), pursuant to which Seller agreed to sell, assign, transfer and convey to Purchaser all of its right, title and interest in and to substantially all of the Assets of the Business. All initial capitalized terms used, but not defined, in this Bill of Sale shall have the meanings set forth in the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are incorporated herein.
2. As contemplated by and subject to the terms of the Purchase Agreement, Seller hereby sells, assigns, transfers and conveys to Purchaser in and to all of the Assets, free and clear of liens, claims and encumbrances and covenants with the Purchaser that the Seller is the lawful owner of the said Assets; that they are free from all claims, mortgages, pledges, security interest, charges, liens, restrictions and encumbrances of any kind, and that Seller will warrant and defend the same against the lawful claims and demands of all persons. Other than the foregoing covenant, Purchaser hereby acknowledges, covenants, represents and warrants that other than as expressly provided in the Purchase Agreement, Seller has made absolutely no other representations or warranties (express, implied, or statutory) concerning the Assets including, without limitation, any warranty of merchantability or condition, or warranty of fitness for a particular purpose.
3. This Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the Commonwealth of Massachusetts.
4. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the parties had signed the same signature page.

[Signatures on the following pages]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Bill of Sale to be executed as of the date first set forth above.

SELLER:

By: _____
Name:
Title:

PURCHASER:

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT B

FORM OF ASSIGNMENT OF CONTRACTS AND LICENSES

THIS ASSIGNMENT OF CONTRACTS AND LICENSES (this "Assignment") is made as of [____], 2023 by and between from _____, a Massachusetts corporation (the "Assignor"), and _____, a Massachusetts corporation (the "Assignee").

Recitals:

A. Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement, dated as of December ____, 2023 (the "Purchase Agreement"), pursuant to which Seller agreed to sell, assign, transfer and convey to Purchaser substantially all of the Assets of the Business. All initial capitalized terms used, but not defined, in this Assignment shall have the meanings set forth in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all of the Assumed Contracts and Licenses (to the extent assignable) listed on Annex A hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are incorporated herein.
2. Effective as of the Assignment Date, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in and to the Assumed Contracts and Licenses first arising from and after the Assignment Date, and Assignee hereby accepts such assignment.
3. Assignee hereby assumes the performance of all of the terms, covenants and conditions imposed upon Assignor under the Assumed Contracts and Licenses accruing or arising on or after the Assignment Date.
4. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Contracts and the Assumed Liabilities are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. This Assignment may be executed in counterparts (including facsimile and electronic copies), each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

6. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

7. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the Commonwealth of Massachusetts.

[Signatures on the following pages]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Contracts and Licenses to be executed as of the date first set forth above.

ASSIGNOR:

By: _____
Name:
Title:

ASSIGNEE:

By: _____
Name:
Title:

By: _____
Name:
Title:

ANNEX A
TO ASSIGNMENT OF CONTRACTS AND LICENSES

Assumed Contracts:

1. Lease Extension Agreement dated January 9, 2020 as amended and extended, by and between Seller and Warren D. Kelly Trust (the "Landlord") for the Leased Property

Licenses:

1. Liquor License.
2. Common Victualler License.
3. Occupancy Permit.

SCHEDULE 1.1

DEFINITIONS

In addition to the terms defined in the introduction and recitals to this Agreement, the following terms when used in this Agreement shall have the meanings set forth in this Schedule 1.1:

"Affiliate" means, with respect to the Person in question, any other Person that, directly or indirectly, (i) owns or controls fifty percent (50%) or more of the outstanding voting and/or equity interests of such Person, or (ii) controls, is controlled by or is under common control with, the Person in question. For the purposes of this definition, the term "control" and its derivations means having the power, directly or indirectly, to direct the management, policies or general conduct of business of the Person in question, whether by the ownership of voting securities, contract or otherwise.

"Applicable Law" means (i) all statutes, laws, common law, rules, regulations, ordinances, codes or other legal requirements of any Governmental Authority, stock exchange, board of fire underwriters and similar quasi-governmental authority, and (ii) any judgment, injunction, order or other similar requirement of any court or other adjudicatory authority, in effect at the time in question and in each case to the extent the Person or property in question is subject to the same.

"Assumed Contracts" means the Business Contracts.

"Business" has the meaning set forth in the Recitals.

"Business Contracts" has the meaning set forth in Section 2.1.6.

"Business Day" means any day other than a Saturday, Sunday or federal legal holiday.

"Closing" has the meaning set forth in Section 7.1.

"Closing Date" has the meaning set forth in Section 7.1.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and any regulations, rulings and guidance issued by the Internal Revenue Service.

"Confidential Information" has the meaning set forth in Section 5.1.1.

"Employees" means, at the time in question, all persons employed full time or part time at the Business by Seller or its Affiliates as listed on Schedule 4.1.6.

"Excluded Assets" has the meaning set forth in Section 2.2.

"Inventory" has the meaning set forth in Section 2.1.1.

"Governmental Authority" means any federal, state or local government or other political subdivision thereof, including any Person exercising executive, legislative, judicial, regulatory or

administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the Person or property in question.

"Indemnification Loss" means, with respect to any indemnitee, any actual (and not contingent) liability, damage, loss, cost or expense, including reasonable attorneys' fees and expenses and court costs, incurred by such indemnitee as a result of the act, omission or occurrence in question.

"Lease" has the meaning set forth in Section 4.1.16.

"Leased Property" has the meaning set forth in the Recitals.

"Liability" means any liability, obligation, damage, loss, diminution in value, cost or expense of any kind or nature whatsoever, whether accrued or unaccrued, actual or contingent, known or unknown, foreseen or unforeseen.

"Licenses" has the meaning set forth in Section 2.1.3.

"Material Adverse Effect" means any event, occurrence, fact, condition or change that is materially adverse to (a) the business, results of operations, financial condition or assets of the Business, taken as a whole, or (b) the ability of Seller to consummate the transactions contemplated hereby.

"Mutual Closing Conditions" has the meaning set forth in Section 6.1.1.

"Notice" has the meaning set forth in Section 11.1.1.

"Ordinary Course of Business" means the ordinary course of business consistent with Seller's past custom and practice for the Business.

"Person" means any natural person, corporation, general or limited partnership, limited liability company, association, joint venture, trust, estate, Governmental Authority or other legal entity, in each case whether in its own or a representative capacity.

"Purchase Price" has the meaning set forth in Section 3.1.

"Purchaser Closing Conditions" has the meaning set forth in Section 6.2.

"Purchaser Closing Deliveries" has the meaning set forth in Section 7.2.2.

"Purchaser Default" has the meaning set forth in Section 9.2.

"Purchaser Indemnitees" means Purchaser and its Affiliates, and each of their respective shareholders, members, partners, trustees, beneficiaries, directors, officers and employees, and the successors, permitted assigns, legal representatives, heirs and devisees of each of the foregoing.

"Retained Liabilities" has the meaning set forth in Section 2.3.

"Seller Closing Conditions" has the meaning set forth in Section 6.3.1.

"Seller Closing Deliveries" has the meaning set forth in Section 7.2.1.

"Seller Default" has the meaning set forth in Section 9.1.

"Seller Indemnities" means Seller and its Affiliates, and each of their respective shareholders, members, partners, trustees, beneficiaries, directors, officers and employees, and the successors, assigns, legal representatives, heirs and devisees of each of the foregoing.

"Transfer Approvals" has the meaning set forth in Section 5.6.

"WARN Act" means the Worker's Adjustment and Retraining Notification Act, 29 U.S.C. § 2101, et seq., as well as the rules and regulations thereto, set forth in 20 CFR 639, et seq., and any similar state and local laws, as amended from time to time, and any regulations, rules and guidance issued pursuant thereto.

SCHEDULE 2.1.3

LICENSES

1. Liquor License.
2. Common Victualer License.
3. Occupancy Permit.

SCHEDULE 3.2

PURCHASE PRICE ALLOCATION

Leasehold improvements: \$

Goodwill: \$

Liquor license: \$

Furniture and fixtures: \$

Equipment: \$

SCHEDULE 4.1.6
EMPLOYMENT MATTERS

Parties to handle directly.

SCHEDULE 4.1.9

BUSINESS CONTRACTS

Business Contracts:

1. Lease Extension Agreement dated January 9, 2020 as amended and extended, by and between Seller and Warren D. Kelly Trust (the "Landlord") for the Leased Property

Copies of all Business Contracts will be provided prior to Closing to Purchaser.

ON FILE
PASSPORT COPY

ON FILE -
BANK DOCUMENTS
From
SALEM FIVE and
BANK OF AMERICA

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement (the "Agreement") is entered into as of the 6th day of January 2023, by and among:

LANDLORD: Warren D. Kelly Trustee
Warren D Kelly Trust
PO BOX 72
Middleton MA 01949

ASSIGNOR: MMS Hospitality Inc.
51 Peabody Street
Middleton MA 01949

GUARANTOR: Marco Stefanelli
51 Peabody Street
Middleton MA 01949

TENANT/ASSIGNEE: NG Group Inc
25 Vera Road
Middleton MA 01949

LEASE: That certain lease agreement by and between Assignor and Landlord, dated as of April 1, 2008, initially calling for the lease of 3,300 square feet of space located at 119 South Main Street, Middleton Massachusetts, with changes to the dimensions of the leased space dated January 9, 2020 _____, and Addendum to Lease dated August 4, 2020 (taken together, "the Lease") that was assigned by Serenitee Catering Corp. to North Shore Cantina Inc, an affiliate under common control with SCC pursuant to Section 13 of the Lease. Pursuant to the Lease Agreement and incorporated withing the Lease Agreement signed January 9, 2020, Marco Stefanelli executed a personal guarantee to Landlord.

LEASED

PREMISES: Approximately 3,300 square feet of rentable space on the first floor and the entire basement, excluding two (2) a 12'x14' areas of the building located at 119 South Main Street, Massachusetts ("the Premises").

EFFECTIVE

DATE: January 6, 2024

In conjunction with Tenant's sale of the assets, to the Assignee, the Tenant desires to assign the Lease to the Assignee, the Assignee desires to assume the Lease, and the Landlord consents to the assignment of the Lease to the Assignee.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt and the sufficiency of which is hereby acknowledged, it is agreed as follows:

AGREEMENTS

1. The Assignor hereby assigns to the Assignee all of its right, title and interest in and to the Lease, and the Assignee hereby accepts the assignment, and assumes and agrees to be bound to all terms, conditions and obligations contained in the Lease, and shall also hold and enjoy all rights, privileges and benefits contained in the Lease, as though the Assignee were named as tenant in the Lease when initially executed. Provided however this assignment shall be subject to revocation by Assignor in the event the Assignee defaults under any of the obligations under the Lease or promissory note (the "Note") issued by Assignee to Assignor on the date hereof in connection with the sale of assets and assignment of the Lease.
2. The Landlord and Assignor hereby agree that:
 - a. The attached copy of the fully-executed Lease is a full, complete and accurate copy of the Lease, that there are no amendments, modifications or extensions to or of the Lease, except as listed on the previous page, and except as the same are set forth on the attached copy, and that the Lease is in full force and effect;
 - b. Neither the Landlord nor the Assignor is in default in the performance or observance of any of the terms, conditions or covenants contained in the Lease, and no event has occurred, and to the best of the Landlord's and the Assignor's knowledge and belief, no fact exists, which, with the passage of time or the giving of notice, or both, would constitute, and result in such a default by Landlord or Assignor.
 - c. Neither the Assignor nor Landlord is a party to any legal proceeding with respect to the Lease and/or the Leased Premises, and neither has received any notice that any such legal proceeding is threatened or contemplated by any other person.
3. The Landlord consents to the Assignor's conditional assignment of the Lease to the Assignee, and releases and discharges the Assignor and any predecessor thereof from any and all further liability and obligations under the Lease. Marco Stefanelli, as the personal guarantor shall remain joint and severally liable for rent payments from January 1, 2024 to December 31, 2024.
4. Assignee agrees that it will:
 - a. Assume all of the rights and obligations, as tenant, under the Lease;
 - b. Pay or cause to be paid to the Landlord, or to any other person which may be entitled thereto from time to time, all of the Fixed rent, Additional rent, and other charges reserved in and under the Lease for the period commencing with the Effective Date; and
 - c. Keep, observe and perform all of the terms, covenants, provisions and conditions contained in the Lease on the part of the tenant thereunder, its successors and assigns, to be kept, observed and performed subsequent to the Effective Date.

the Leased Premises, as tenant, under the Lease, and the personal guarantee by Marco Stefanelli shall remain effective in accordance with the Lease.

6. Landlord acknowledges that the assignment by Assignor to Assignee is being secured by a pledge of the License and the right but not the obligation of Assignor to rescind this assignment and to take over as the tenant in the event Assignee defaults under the Lease and the Guarantor is required to cure any such default or in the event of a default under the Note.
7. Landlord further agrees that on December 31, 2024, Landlord shall release and discharge Guarantor from any and all further liability and obligations under the Lease
8. The Assignor hereby assigns all of its right, title and interest in its security deposit in the amount of \$0.00 ZERO DOLLARS, which is currently held by the Landlord pursuant to the terms of the Lease, to the Assignee.
9. This Agreement shall be governed by the Laws to the Commonwealth of Massachusetts and shall be binding on and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors in interest and assigns.
10. No amendment or modification of this Agreement shall be valid unless the amendment or modification is in writing and signed by all parties purported to be bound today.
11. This Agreement and any amendment hereto may be executed in counterparts, and upon all counterparts being so executed, each counterpart shall be considered as an original and all counterparts shall be considered as one Agreement. Facsimile or electronically transmitted signatures shall be deemed sufficient as if they were the original signatures.
12. Ganesh Bahadur Thapa and Rigoberto A. Garcia shall both sign a personal guarantee with Landlord for any and all further liability and obligations under the Lease through the termination date of September 30, 2026.
13. Marco Stefanelli shall remain joint and severally liable under the Lease with Marco Stefanelli during the period beginning January 1, 2024 to December 31, 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date

TENANT/ASSIGNOR:

ASSIGNEE:

MMS Hospitality Inc..

NG Group Inc.

By: Marco Stefanelli

By: Rigoberto A. Garcia

Name: Marco Stefanelli

Name: Ganesh Bahadur Thapa

Title: President

Title: President

And Individually

And Individually

LANDLORD:

Warren D Kelly Trust

By:

Name: Rigoberto A. Garcia

Title: Treasurer

And Individually

By: _____

And Individually

And Individually

LANDLORD:

Warren D Kelly Trust

By: 

Name: Rigoberto A. Garcia

Title: Treasurer

And Individually

By: _____

Name: Warren D. Kelley

Title: Trustee

Exhibit A
(Copy of the Lease)

10. No amendment or modification of this Agreement shall be valid unless the amendment or modification is in writing and signed by all parties purported to be bound today.
11. This Agreement and any amendment hereto may be executed in counterparts, and upon all counterparts being so executed, each counterpart shall be considered as an original and all counterparts shall be considered as one Agreement. Facsimile or electronically transmitted signatures shall be deemed sufficient as if they were the original signatures.
12. Ganesh Bahadur Thapa shall sign a personal guarantee with Landlord for any and all further liability and obligations under the Lease through the termination date of September 30, 2026.
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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date

TENANT/ASSIGNOR:

MMS Hospitality Inc..

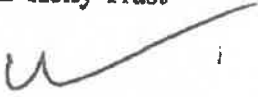
By: _____
Name: Marco Stefanelli
Title: President
And Individually

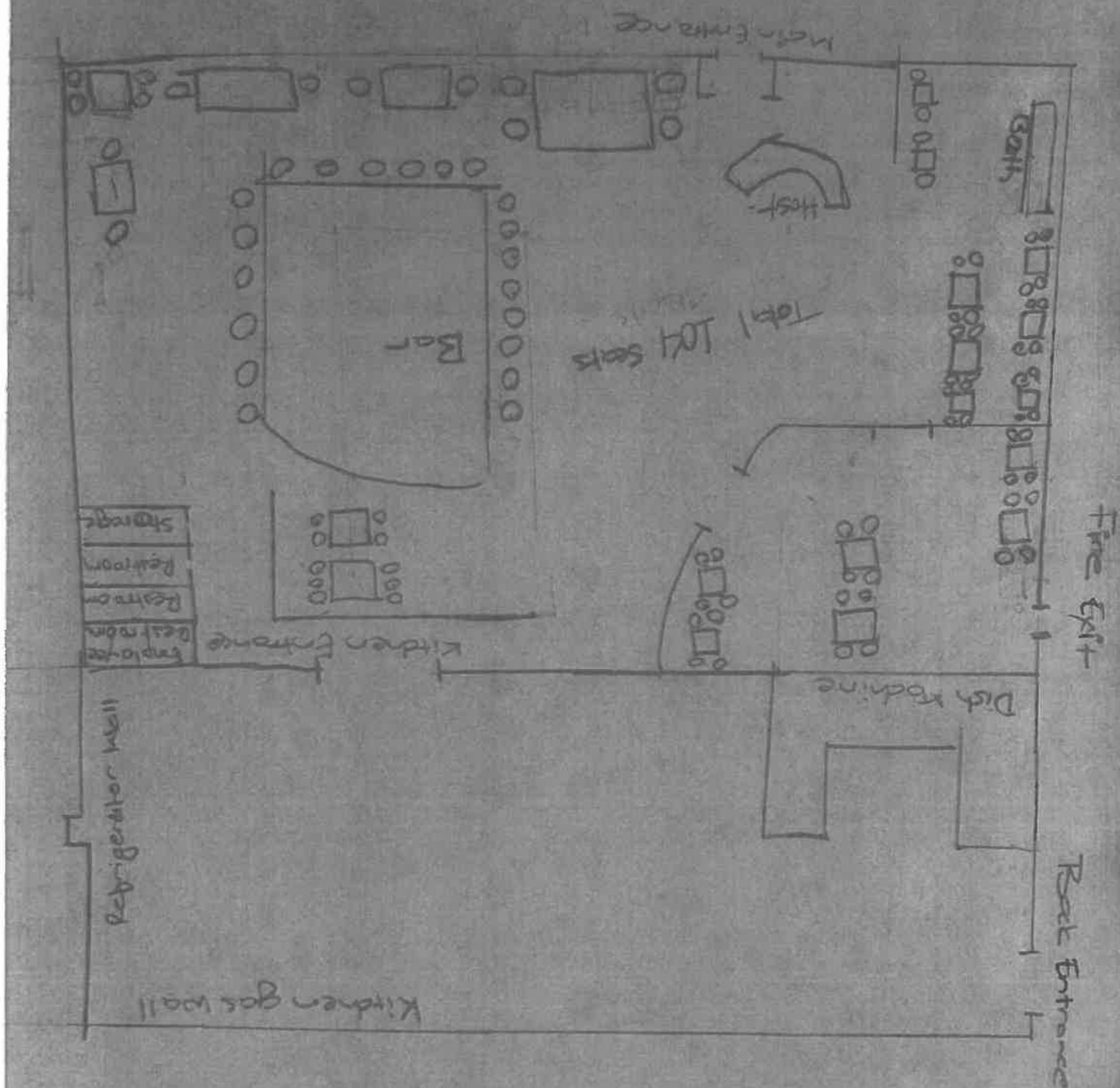
ASSIGNEE:

NG Group Inc.

By: _____
Name: Ganesh Bahadur Thapa
Title: President
And Individually

LANDLORD:
Warren D Kelly Trust

By: 
Name: Warren D. Kelly
Title: Trustee



Town of Middleton, MA

LEGAL NOTICE

The Select Board will hold a Public Hearing on Tuesday, January 23 at 6:45 PM in the Nathan Media Center, Fuller Meadow School, 143 South Main St, Middleton on the application of NG Group, Inc. DBA Crossroads Kitchen & Bar, by Principals Ganesh Bahadur Thapa and Rigoberto A. Garcia, with On-Site Manager Ganesh Bahadur Thapa for Transfer of License and Manager of the All Alcohol Beverages On-Premise Restaurant currently held by MMS Hospitality DBA Stefanelli's, Manager Marco Stefanelli, 119 South Main Street, Middleton MA 01949.

Justin Sultzbach
Town Administrator
SN - January 12 2024

NG Group DBA
Crossroads Kitchen &
Bar
(Stepanelli's)

Town of Middleton
Check list of items to return for Common Victualler License

- ☒ Common Victualler Application signed and completed
- ☐ Copy of required liability insurance certificate
- ☒ Revenue Enforcement and Protection Certification (REAP) – signed and completed
- ☒ Copy of Lease or Proof of Ownership of Building (w/ ABCE app)
- ☐ Business Certificate
- ☐ Proof of Citizenship (w/ ABCC app)
- ☐ Building and Fire Inspection Certificate
- ☐ Health Inspection Certificate
- ☒ Check made payable to Town of Middleton for all applicable fees - \$100

> after sale

paid 1/18/24
✓ #10009



Town of Middleton
Memorial Hall
48 South Main Street
Middleton, Massachusetts
01949-2253
978-777-3617
www.middletonma.gov

Common Victualler/General License Application

ALL QUESTIONS MUST BE ANSWERED AND A TELEPHONE NUMBER PROVIDED

1. Licensee Name: NG Group, Inc., D/B/A Crossroads Kitchen & Bar
2. Name of Manager: Ganesh Bahadur Thapa
3. Social Security Number/FID Number: _____
4. Business Address: 119 S. Main Street, Middleton, MA
5. Home Address: _____
6. Telephone Numbers (Please provide all numbers by which you can be reached):
Business Phone: _____
Cell Phone: 617-319-1813
Home Phone: _____
7. Email Address: thapagmr@hotmail.com
8. Registered Voter? ☒ Yes ☐ No
9. Are you a U.S. Citizen? ☒ Yes ☐ No
10. Court and Date of Naturalization (if applicable) N/A
(Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)
- 10a. Where? _____
11. Identify your criminal record: (Massachusetts/Any other state/Federal): Have you had any arrests or appearance in a criminal court or have you been charged with a criminal offense regardless of final disposition; (Must check either Yes or No)
☐ Yes ☒ No

If yes, please describe offense(s) specific charge and disposition (fine, penalty, etc.)

N/A

12. Prior experience in the restaurant/food establishment industry: X Yes No
If yes, please describe:

Bluefin Japanese Seafood Restaurant under RMS Group, Inc.
Colwen Hotels under Colwen Hotels

13. List all employment for the last five years:

Bluefin Japanese Restaurant from 2019 to date

Marriot International from 2008 to 2019

Colwen Hotels from 2020 to present

14. Hours per week to be spent on the licensed premises: 40

15. Days and Hours of Operation: 7 days/11:00AM to 9:00PM

16. Seating Capacity: 112

17. Do you own or lease premises? Own X Lease

17a. If Leased, From Whom? Warren D. Kelly Trust

17b. Terms of Lease? Lease ends 9/30/26 w/options
(Please provide a copy of lease agreement)

Licenses Fees: Common Victualler licensing fees are \$100 and then \$100 for annual renewal every November.

I hereby swear under the pains and penalties of perjury that the information I have given in this application is true to the best of my knowledge and belief.

Ganesh Bahadur Thapa

Printed Name of Owner

By: _____

(Signature)

Date: _____

1/10/24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/18/2024

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

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

PRODUCER SALEM FIVE INSURANCE SERVICES, LLC 445 MAIN STREET WOBURN, MA 01801	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: JAMES.TRACEY@SALEMFIVE.COM FAX (A/C, No):
INSURED NG GROUP INC DBA CROSSROADS KITCHEN AND BAR 119 South Main Street Middleton, MA 01949	INSURER(S) AFFORDING COVERAGE INSURER A : CENTRAL INSURANCE INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CLP-8991073	1/18/2024	1/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
A	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CXS-8991074	1/18/2024	1/18/2025	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC-8991072	1/18/2024	1/18/2025	BUS PERS \$125,000 LIQUOR LIABILITY \$1 MIL / 2 MIL
A	BUSINESS PERS PROP LIQUOR LIABILITY		CLP-8991073	1/18/2024	1/18/2025	

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

Proof Of Insurance Certificate provided for NG GROUP INC dba Crossroads Kitchen And Bar located 119 South Main Street Middleton, MA 01949
Liquor Liability Limits \$1,000,000 / \$2,000,000.

CERTIFICATE HOLDER

CANCELLATION

GE GROUP, INC
119 SOUTH MAIN STREET
MIDDLETON, MA 01949

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Town of Middleton, Massachusetts
Revenue Enforcement and Protection Certification (REAP)

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I hereby certify under the penalties of perjury that I to my best knowledge and belief, have filed all State tax returns and paid all state taxes required by law.

Name of Company: NG Group, Inc.

Address: 119 S. Main Street, Middleton, MA

Title of Person Signing: President

Signature of Individual or Corporate Name: 

Printed Name of Above: Ganesh Bahadur Thapa

Contact Telephone Number: 617-319-1813

Date: 1/10/24

Social Security Number or Federal Identification Number: _____

Email Address: thapagmr@hotmail.com



Town of Middleton
Memorial Hall
48 South Main Street
Middleton, Massachusetts
01949-2253
978-777-3617
www.middletonma.gov

Application for Entertainment License

Section 1: Applicant information: New _____ Transfer X Other _____

Name of Owner (Licensee): NG Group, Inc.

Owner is a: Corporation X Association _____ Partnership _____ LLC _____

Sole Proprietor (i.e. individual) _____ Non-Profit Corporation _____

Owner's Address: 119 S. Main Street, Middleton, MA 01949
Street Address (no P.O. Boxes), City, State and Zip Code

Telephone 617-319-1813 Mobile or Other _____

FID/SS No. of Owner (Licensee): _____

Business Name (DBA name, if different from owner): Crossroads Kitchen & Bar

Address of Premises: 119 S. Main Street, Middleton, MA 01949

Telephone of premises: 978-304-4196

Manager of Record: Ganesh Bahadur Thapa

Manager's Telephone 617-319-1813

Section 2: Person (attorney if applicable) who may be contacted concerning this application

Name: Jonathan J. Rossi, Esquire

Address: 32 Chestnut Street, Andover, MA 01810

Street Address (no P.O. Boxes), City, State and Zip Code

Telephone No.: 978-475-1300 Cell phone No.: _____

Section 3: Type and number of entertainment devices to be offered (check all that apply):

<input type="checkbox"/>	Juke Box	<input checked="" type="checkbox"/>	Radio	<input checked="" type="checkbox"/>	Television
<input type="checkbox"/>	Dancing by patrons	<input type="checkbox"/>	Dancing by entertainers	<input checked="" type="checkbox"/>	Recorded Music
<input checked="" type="checkbox"/>	Live Music	<input type="checkbox"/>	Amplification System	<input type="checkbox"/>	Play
<input type="checkbox"/>	Moving Picture Show	<input type="checkbox"/>	Floor Show	<input type="checkbox"/>	Light Show
<input type="checkbox"/>	Theatrical Exhibition	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	any other dynamic audio or visual show, whether live or recorded (please specify)				

Section 4: Please list the hours that Entertainment will be offered.

		OPEN	CLOSE	
MONDAY	8	11:00AM	9:00PM	midnight
TUESDAY	8	11:00 AM	9:00PM	
WEDNESDAY	8	11:00AM	9:00PM	
THURSDAY	8	11:00AM	9:00PM	
FRIDAY	8	11:00AM	9:00PM	
SATURDAY	8	11:00AM	9:00PM	
SUNDAY		8:00AM	midnight	

Section 5: Fees (check or online at UniPay <https://unipaygold.unibank.com/customerinfo.aspx>)

Checks made payable to: **Town of Middleton**

Entertainment License	\$10.00 per license
-----------------------	---------------------

Licenses are \$10 for an annual renewal every November.

Section 6: Has the Corporate applicant paid all due and owing Massachusetts Taxes?

Yes ☒ No ☐ Explain: _____

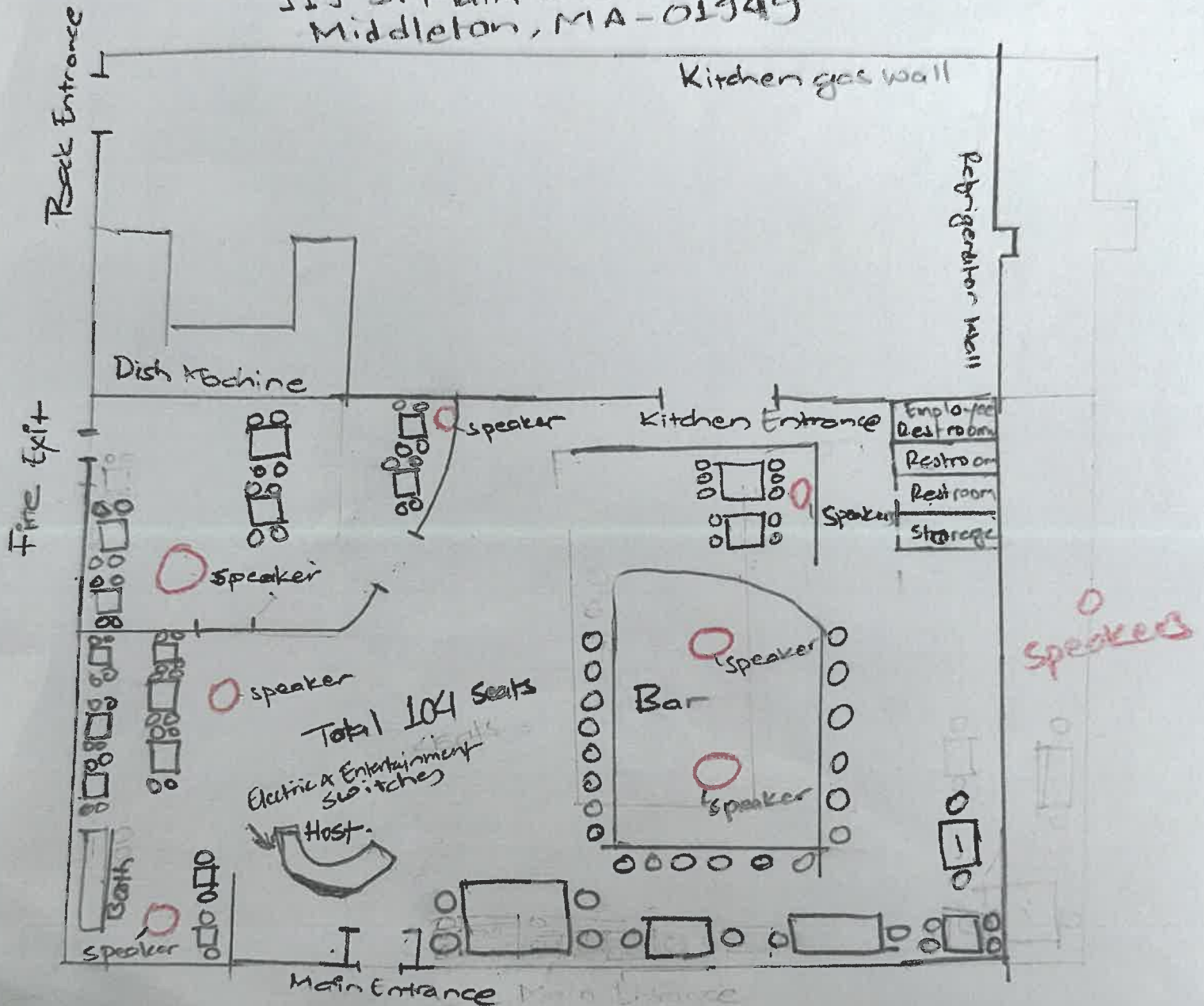
Section 7: Please include floor plan showing exact location for requested entertainment devices.

License Name NG Group, Inc.

I hereby swear that under the pains and penalties of perjury that the information I have given in this application is true to the best of my knowledge and belief.

By  Date _____
(Manager/Owner Signature)

NIG Group, Inc dba
Crossroads Kitchen & Bar
119 S. Main Street
Middleton, MA - 01949



Sale - Marco's Pizzeria
GT Group Inc
DBA LeMain
Pizzeria

Town of Middleton
Check list of items to return for Common Victualer License

REDACTED

5

☒ Common Victualer Application signed and completed

☐ Copy of required liability insurance certificate

☒ Revenue Enforcement and Protection Certification (REAP) – signed and completed

☒ Copy of Lease or Proof of Ownership of Building

☐ Business Certificate

☒ Proof of Citizenship

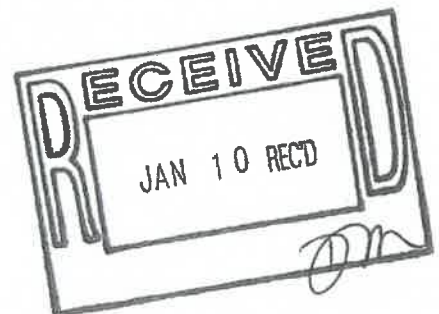
☐ Building and Fire Inspection Certificate

☐ Health Inspection Certificate

> pending approval

☒ Check made payable to Town of Middleton for all applicable fees - \$100

#10004 \$100.00 DM





Town of Middleton
Memorial Hall
48 South Main Street
Middleton, Massachusetts
01949-2253
978-777-3617
www.middletonma.gov

Common Victualer/General License Application

ALL QUESTIONS MUST BE ANSWERED AND A TELEPHONE NUMBER PROVIDED

1. Licensee Name: GE Group, Inc./D/B/A LeMain Pizzeria
2. Name of Manager: Alma Vidal Garcia
3. Social Security Number/FID Number: _____
4. Business Address: 119 S. Main Street, Middleton, MA
5. Home Address: _____
6. Telephone Numbers (Please provide all numbers by which you can be reached):
Business Phone: 978-304-0652
Cell Phone: 781-853-9357
Home Phone: _____
7. Email Address: c/o jjr.mrh@verizon.net
8. Registered Voter? ☐ Yes ☒ No
9. Are you a U.S. Citizen? ☐ Yes ☒ No
10. Court and Date of Naturalization (if applicable) _____
(Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)
10a. Where? _____
11. Identify your criminal record: (Massachusetts/Any other state/Federal): Have you had any arrests or appearance in a criminal court or have you been charged with a criminal offense regardless of final disposition; (Must check either Yes or No)
☐ Yes ☒ No

If yes, please describe offense(s) specific charge and disposition (fine, penalty, etc.)

12. Prior experience in the restaurant/food establishment industry: ☒ Yes ☐ No
If yes, please describe:

Cafe Mami cashier in Porter Square, Cambridge, MA

13. List all employment for the last five years:

ABM Cleaning Company

UG2 Cleaning Company

14. Hours per week to be spent on the licensed premises: 50+

15. Days and Hours of Operation: 7 days

16. Seating Capacity: 0

17. Do you own or lease premises? ☐ Own ☒ Lease

17a. If Leased, From Whom? Warren D. Kelly Trust

17b. Terms of Lease? Lease ends 10/30/25 w/options
(Please provide a copy of lease agreement)

Licenses Fees: Common Victualler licensing fees are \$100 and then \$100 for annual renewal every November.

I hereby swear under the pains and penalties of perjury that the information I have given in this application is true to the best of my knowledge and belief.

Alma Vidal Garcia

Printed Name of Owner

By: Alma y Vidal Garcia
(Signature)

Date: 1/10/24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/18/2024

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

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

PRODUCER SALEM FIVE INSURANCE SERVICES, LLC 445 MAIN STREET WOBURN, MA 01801	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: JAMES.TRACEY@SALEMFIVE.COM														
INSURED GE GROUP, INC DBA LA MAIN ITALIAN PIZZERIA 119 South Main Street Middleton, MA 01949	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : CENTRAL INSURANCE</td><td></td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : CENTRAL INSURANCE		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CLP-8991070	1/18/2024	1/18/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																			
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PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																			
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BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CXS-8991071	1/18/24	1/18/25	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$								
EACH OCCURRENCE	\$ 1,000,000																			
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	\$																			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		WC-8991072	1/18/2024	1/18/2025	<table><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000						
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E.L. DISEASE - POLICY LIMIT	\$ 500,000																			
A	BUSINESS PERSONAL PROPERTY		CLP-8991070	1/18/2024	1/18/2025	<table><tr><td>BUS PERS PROP</td><td>\$125,000</td></tr></table>	BUS PERS PROP	\$125,000												
BUS PERS PROP	\$125,000																			

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

Proof Of Insurance Certificate provided for GE GROUP, INC DBA LA MAIN ITALIAN PIZZERIA located 119 South Main Street Middleton, MA 01949

CERTIFICATE HOLDER

CANCELLATION

GE GROUP, INC
119 SOUTH MAIN STREET
MIDDLETON, MA 01949

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Town of Middleton, Massachusetts
Revenue Enforcement and Protection Certification (REAP)

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I hereby certify under the penalties of perjury that I to my best knowledge and belief, have filed all State tax returns and paid all state taxes required by law.

Name of Company: GE Group, Inc.

Address: 119 S. Main Street, Middleton, MA

Title of Person Signing: President

Signature of Individual or Corporate Name: Alma y Vidal Garcia

Printed Name of Above: Alma Vidal Garcia

Contact Telephone Number: 617-319-1813

Date: 1/10/24

Social Security Number or Federal Identification Number: _____

Email Address: thapagmr@hotmail.com

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement (the "Agreement") is entered into as of the 16th day of January 2023, by and among:

LANDLORD: Warren D. Kelly Trustee
Warren D Kelly Trust
PO BOX 72
Middleton MA 01949

ASSIGNOR: Stefanelli Enterprises Inc.
51 Peabody Street
Middleton MA 01949

GUARANTOR: Marco Stefanelli
51 Peabody Street
Middleton MA 01949

TENANT/ASSIGNEE: GE Group Inc
25 Vera Road
Middleton MA 01949

LEASE: That certain lease agreement by and between Assignor and Landlord, dated as of September 19, 2023, initially calling for the lease of 500 square feet of space located at 119 South Main Street, Middleton Massachusetts. Pursuant to the Lease Agreement and incorporated within the Lease Agreement signed September 19, 2023, Marco Stefanelli executed a personal guarantee to Landlord.

LEASED

PREMISES: Approximately 500 square feet of rentable space on the first floor of the building located at 119 South Main Street, Massachusetts ("the Premises").

EFFECTIVE

DATE: January 16, 2024

In conjunction with Tenant's sale of the assets, to the Assignee, the Tenant desires to assign the Lease to the Assignee, the Assignee desires to assume the Lease, and the Landlord consents to the assignment of the Lease to the Assignee.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and

for other good and valuable consideration, the receipt and the sufficiency of which is hereby acknowledged, it is agreed as follows:

AGREEMENTS

1. The Assignor hereby assigns to the Assignee all of its right, title and interest in and to the Lease, and the Assignee hereby accepts the assignment, and assumes and agrees to be bound to all terms, conditions and obligations contained in the Lease, and shall also hold and enjoy all rights, privileges and benefits contained in the Lease, as though the Assignee were named as tenant in the Lease when initially executed. Provided however this assignment shall be subject to revocation by Assignor in the event the Assignee defaults under any of the obligations under the Lease issued by Assignee to Assignor on the date hereof in connection with the sale of assets and assignment of the Lease.
2. The Landlord and Assignor hereby agree that:
 - a. The attached copy of the fully-executed Lease is a full, complete and accurate copy of the Lease, that there are no amendments, modifications or extensions to or of the Lease, except as listed on the previous page, and except as the same are set forth on the attached copy, and that the Lease is in full force and effect;
 - b. Neither the Landlord nor the Assignor is in default in the performance or observance of any of the terms, conditions or covenants contained in the Lease, and no event has occurred, and to the best of the Landlord's and the Assignor's knowledge and belief, no fact exists, which, with the passage of time or the giving of notice, or both, would constitute, and result in such a default by Landlord or Assignor.
 - c. Neither the Assignor nor Landlord is a party to any legal proceeding with respect to the Lease and/or the Leased Premises, and neither has received any notice that any such legal proceeding is threatened or contemplated by any other person.
3. The Landlord consents to the Assignor's conditional assignment of the Lease to the Assignee, and releases and discharges the Assignor and any predecessor thereof from any and all further liability and obligations under the Lease. Marco Stefanelli, as the personal guarantor shall remain joint and severally liable for rent payments from January 1, 2024 to December 31, 2024.
4. Assignee agrees that it will:
 - a. Assume all of the rights and obligations, as tenant, under the Lease;
 - b. Pay or cause to be paid to the Landlord, or to any other person which may be entitled thereto from time to time, all of the Fixed rent, Additional rent, and other charges reserved in and under the Lease for the period commencing with the Effective Date; and
 - c. Keep, observe and perform all of the terms, covenants, provisions and conditions contained in the Lease on the part of the tenant thereunder, its successors and assigns, to be kept, observed and performed subsequent to the Effective Date.
5. Landlord further agrees that on December 31, 2024, Landlord shall release and discharge Guarantor from any and all further liability and obligations under the Lease
6. The Assignor hereby assigns all of its right, title and interest in its security deposit in

the amount of \$2,000.00 TWO THOUSAND DOLLARS, which is currently held by the Landlord pursuant to the terms of the Lease, to the Assignee.

7. This Agreement shall be governed by the Laws to the Commonwealth of Massachusetts and shall be binding on and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors in interest and assigns.
8. No amendment or modification of this Agreement shall be valid unless the amendment or modification is in writing and signed by all parties purported to be bound today.
9. This Agreement and any amendment hereto may be executed in counterparts, and upon all counterparts being so executed, each counterpart shall be considered as an original and all counterparts shall be considered as one Agreement. Facsimile or electronically transmitted signatures shall be deemed sufficient as if they were the original signatures.
10. Alma Vidal Garcia shall sign a personal guarantee with Landlord for any and all further liability and obligations under the Lease through the termination date of October 30, 2025.
11. Marco Stefanelli shall remain joint and severally liable under the Lease with Alma Vidal Garcia during the period beginning January 1, 2024 to December 31, 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date

TENANT/ASSIGNOR:

ASSIGNEE:

Stefanelli Enterprises Inc..

GE Group Inc.

By: Marco Stefanelli

By: Alma Vidal Garcia

Name: Marco Stefanelli

Name: Alma Vidal Garcia

Title: President

Title: President

And Individually

And Individually

LANDLORD:

Warren D Kelly Trust

By: _____

Name: Warren D. Kelley

Title: Trustee

Blue Fin Restaurant

Change of Manager

- Manager Application
- CORI Authorization
- Vote of the Entity
- Proof of Citizenship (Manager must be U.S. citizen)
- Payment Receipt

- REDACTED -



Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: 831a6721-acca-486f-9e3e-db0bb0214309

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	00026-RS-0704	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

Date Paid: 1/9/2024 2:03:16 PM EDT

Payment On Behalf Of

License Number or Business Name:
00026-RS-0704

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Laurence

Last Name:
Rossi

Address:
32 Chestnut Street

City:
Andover

State:
MA

Zip Code:
01810

Email Address:
jjr.mrh@verizon.net



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**

AMENDMENT-Change of Manager

**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)	<input type="text" value="00026-RS-0704"/>		
ENTITY/ LICENSEE NAME	<input type="text" value="RMS Group, Inc."/>		
ADDRESS	<input type="text" value="260 South Main Street"/>		
CITY/TOWN	<input type="text" value="Middleton"/>	STATE	<input type="text" value="MA"/>
		ZIP CODE	<input type="text" value="01949"/>

For the following transactions (Check all that apply):

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

**THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL**

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



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

AMENDMENT-Change of Manager

☒ **Change of License Manager**

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
RMS Group, Inc.	Middleton	00026-RS-0704

2. APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Jonathan J. Rossi, Esq.	Attorney	jjr.mrh@verizon.net	978-475-1300

3A. MANAGER INFORMATION

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

Proposed Manager Name	Sandra Thapa	Date of Birth		SSN	
Residential Address					
Email	bluefinmiddleton14@gmail.com	Phone	617-319-1813		
Please indicate how many hours per week you intend to be on the licensed premises	40	Last-Approved License Manager	Ganesh Bahadur Thapa		

3B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* ☒ Yes ☐ No *Manager must be 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

3C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
3/26/14		President	RMS Group/Blue Fin Restaurant	

3D. 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

1/10/24

APPLICANT'S STATEMENT

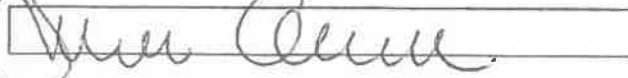
I, Sandra Thapa the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory
of RMS Group, Inc.
Name of the Entity/Corporation

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

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

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

Signature:



Date:

1/10/24

Title:

Treasurer and Director

ENTITY VOTE

The Board of Directors or LLC Managers of

RMS Group, Inc.

Entity Name

duly voted to apply to the Licensing Authority of

Middleton

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

01/05/2024

Date of Meeting

For the following transactions (Check all that apply):

☒ Change of Manager

☐ Other

"VOTED: To authorize

Sandra Thapa

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

Sandra Thapa

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

(Print Name)

For Corporations ONLY

A true copy attest,



Corporation Clerk's Signature

Sandra Thapa

(Print Name)



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

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	00026-RS-0704	LICENSEE NAME:	RMS Group, Inc.	CITY/TOWN:	Middleton
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APPLICANT INFORMATION

LAST NAME:	Thapa	FIRST NAME:	Sandra	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:			
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:		DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	FEMALE	HEIGHT:		WEIGHT:	
CURRENT ADDRESS:					
CITY/TOWN:	Middleton	STATE:	MA	ZIP:	01949
FORMER ADDRESS:					
CITY/TOWN:	Revere	STATE:	MA	ZIP:	02151

PRINT AND SIGN

PRINTED NAME:	Sandra Thapa	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this	1/6/24	before me, the undersigned notary public, personally appeared	Sandra Thapa
(name of document signer), proved to me through satisfactory evidence of identification, which were		passport	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		 NOTARY	

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCII Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCII. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCII via mail or by fax to (617) 660-4634.

ID on file

Denis R LLC 7
— REDACTED —

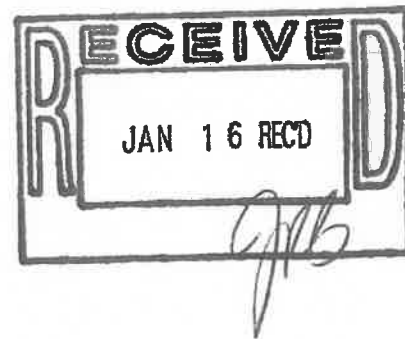
Attachments to be submitted with your application:

- ✓ Completed application
- ✓ Copy of your MA Drivers' License
- ✓ Copy of Insurance Policy for each vehicle
- ✓ Background Check Form (notarized)
- ✓ Revenue Enforcement and Protection Certification (REAP)
- ✓ License Fees - UniPay (<https://unipaygold.unibank.com/customerinfo.aspx>), cash or check





Town of Middleton
Memorial Hall
48 South Main Street
Middleton, Massachusetts
01949-2253
978-777-3617
www.middletonma.gov



Application for a License to Own a Livery Service

The undersigned respectfully requests to be licensed to own and operate a livery service within the limits of the Town of Middleton.

INDIVIDUAL NAME: Denis Rado
BUSINESS NAME: Denis R LLC
BUSINESS ADDRESS: 9 Pollock Dr. Middleton MA 01949
BUSINESS PHONE NUMBER: 614-803-6914
EMAIL: denisrado35@gmail.com
HOW MANY VEHICLES DO YOU OWN 1

PLEASE PROVIDE INFORMATION REQUESTED BELOW ON EACH VEHICLE.

VEHICLE #1	YEAR <u>2024</u>	MAKE <u>Mercedes Benz</u>	MODEL <u>GLE 350</u>	LICENSE PLATE # <u>X71961</u>
VEHICLE #2	YEAR	MAKE	MODEL	LICENSE PLATE #
VEHICLE #3	YEAR	MAKE	MODEL	LICENSE PLATE #
VEHICLE #4	YEAR	MAKE	MODEL	LICENSE PLATE #
VEHICLE #5	YEAR	MAKE	MODEL	LICENSE PLATE #

Please provide a copy of the insurance policy for each vehicle. All vehicles must be registered in the Town of Middleton.

Underwritten by: The Commerce Insurance Company
Tier: Ceded

myaccount.mapfreinsurance.com

Denis R, Llc
9 Pollock Dr
Middleton, MA 01949-1747



Policy Number: **L15544**
Policy Type: **Commercial Auto**
Policy Start: **12/20/2023 (12:01 am EST)**
Policy End: **12/20/2024**

Nature of Business:
Passenger Transportation
Agency Code: **T96MA**

To make policy changes, please contact your agent:
Cassidy Assoc. Ins. Agcy., Inc.
(978) 777-8880 | 67 High St., Suite 1 | Danvers, MA 01923

Total Policy Premium: **\$12,516**
Additional/Return Premium:

Coverage Selections Page New Business

Transaction effective date: **12/20/2023**

ITEM TWO – Schedule of Coverages and Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "Autos" shown as covered "Autos". "Autos" are shown as covered "Autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

LIABILITY INSURANCE

COVERAGES	COVERED AUTOS*	LIMIT**		PREMIUM	ADJUSTED PREMIUM
Compulsory Bodily Injury	7	20,000 40,000	Each Person Each Accident	1,405	
Personal Injury Protection	7	8000	Each Person	415	
Optional Bodily Injury	7 8	See schedule		7,037	
Property Damage (Compulsory Limit \$5,000)	7 8	See schedule		Included	
Auto Medical Payments Insurance	7	See schedule	Each Person	14	
Uninsured Motorists (Compulsory Limits \$20,000/\$40,000)	7	See schedule See schedule	Each Person Each Accident	9	
Underinsured Motorists	7	See schedule See schedule	Each Person Each Accident	97	

* Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form show which autos are covered autos.

** The most we will pay for any one accident or loss

PHYSICAL DAMAGE INSURANCE

Actual Cash Value or cost of repair, whichever is less, minus the deductible for each Covered Auto.

Comprehensive Coverage	7	See schedule	Deductible	677
Specified Causes of Loss		See schedule	Deductible	
Collision Coverage	7	See schedule	Deductible	2,862
Limited Collision Coverage		See schedule	Deductible	
Loss of Use – Rental Reimbursement		See schedule		
Towing and Labor		See schedule		
PREMIUM FOR ENDORSEMENTS				\$0
TOTAL PREMIUM				\$12,516

Underwritten by: The Commerce Insurance Company
Tier: Ceded

PNI: Denis R, Llc
Policy Number: L15544

EXPERIENCE MODIFICATIONS

Liability

Comprehensive

Collision

FORMS AND ENDORSEMENTS

Name	Number	Edition Date
Business Auto Coverage Form	CA 00 01	(03 06)
Common Policy Conditions	IL 00 17	(11 98)
Commercial Risk Disclosure Form	CIC 789	(01 92)
Nuclear Energy Liability Exclusion Endorsement	IL 00 21	(04 98)
Massachusetts Mandatory Endorsement	MM 99 11	(10 11)
Rate Modification - Massachusetts	MM 99 23	(09 98)
Auto Medical Payments Coverage - Massachusetts	MM 99 13	(10 06)
Individual Named Insured	CA 99 17	(10 01)
Public Transportation Autos	CA 24 02	(12 93)
Public or Livery Passenger Conveyance and On-Demand Delivery Services Other Insurance Condition Endorsement	CR 99 04	(02 22)
Underinsured Motorists Coverage - Massachusetts	MM 99 54	(09 98)
Vehicle Sharing Program Exclusion Endorsement	CR 99 05	(02 22)
Waiver of Deductible - Massachusetts	MM 99 17	(09 98)

SUMMARY OF CHANGES

DRIVER INFORMATION

Driver #	Driver Name	Date of Birth	License Number	State	Operator Excluded
1	Denis Rado	**/**/1985	*****0604	MA	N

Please see form CA102CW for additional driver schedule.

Underwritten by: The Commerce Insurance Company
Tier: Ceded

PNI: Denis R, Llc
Policy Number: L15544

ITEM THREE – SCHEDULE OF COVERED AUTOS YOU OWN

VEHICLE INFORMATION

Auto #	Year / Make / Model Vehicle Identification Number (VIN)	Cost New	Size GVW, GCW or Vehicle Seating Capacity	Territory Town and State Where the Covered Auto will be Garaged Territory/Premium Town/Zip
1	2024 / MERCEDES-BENZ / GLE 4JGFB4FBXRB123774	62650		Boston / 07 / 821

CLASSIFICATION

Auto #	Use	Symbol	Class	Radius	Limit Per Disablement	Loss of Use Amount/Days
1		10	436900	Intermediate		

LIABILITY LIMITS * Limit(s) in Thousands

Compulsory Bodily Injury (\$20,000 / \$40,000)		Personal Injury Protection \$8,000 Each Person	Optional Bodily Injury		Property Damage (Compulsory Limit \$5,000)			Auto Medical Payments		Uninsured Motorist (Compulsory Limits \$20,000 / \$40,000)		Underinsured Motorist	
Auto #	Premium	Premium	* Limit	Premium	* Limit	Ded.	Premium	* Limit	Premium	* Limit	Premium	* Limit	Premium
1	1405	415	1000	6851	CSL	No Deductible	INCL	5	14	250/500	9	250/500	97

Physical Damage

Auto #	Value Type And Limit @	Specified Causes of Loss **	Comprehensive	Glass Deductible	Collision	Limited Collision	Waiver of Ded.	Loss of Use	Towing and Labor
		Cov. Ded. Premium	Ded. Premium	Deductible	Ded. Premium	Ded. Premium		***	***
1	ACV		500 677		500 2862		Yes		

** F – Fire Coverage, T – Theft Coverage, F & T – Fire and Theft Coverage, CAC – Combined Additional Coverage

***Premium shown designates Loss of Use/Towing and Labor applies.

@ Designate whether Actual Cash Value, Stated Amount or Agreed Value and, except for ACV, the Limit of Insurance.

Loss Payee / Lienholder

Auto # Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of loss.

ITEM FOUR – SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Underwritten by: The Commerce Insurance Company
Tier: Ceded

PNI: Denis R, Lic
Policy Number: L15544

LIABILITY INSURANCE – RATING BASIS, COST OF HIRE

State	Estimated Cost of Hire for Each State	Rate Per Each \$100 Cost Of Hire		Limits (In Thousands)		Premium	
		Bodily Injury	Property Damage	Bodily Injury	Property Damage	Bodily Injury	Property Damage
MA	If Any	3.368	0.953	1000	INCL	186	INCL

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FIVE- SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Limits (In Thousands)		Premium	
			Bodily Injury	Property Damage	Bodily Injury	Property Damage
Other Than A Social Service Agency	Number of Employees					
	Number of Partners					
Social Service Agency	Number of Employees					
	Number of Volunteers					
TOTAL PREMIUM						

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Daniel Olohan
Secretary



Jaime Tamayo
President



Middleton Police Department

65 N. MAIN STREET

MIDDLETON, MA 01949

PHONE: (978) 774-4424, FAX (978) 774-4466

<http://www.middletonma.gov>

WILLIAM P. SAMPSON
CHIEF OF POLICE

Background / CORI Check Authorization Form

As a prospective or current employee, subcontractor, volunteer, license applicant, or current licensee of the Middleton Police Department (MPD), or the Town of Middleton, I understand that a background and/or CORI check will be conducted on me. I hereby acknowledge and provide permission to the MPD to conduct said checks. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing the MPD with written notice of my intent to withdraw consent to said checks.

By signing below, I provide my consent to a background and/or CORI check and affirm that the information provided on Page 2 of this Authorization Form is true and accurate.

Denis Rado

Printed name of Subject

[Signature]

Signature of Subject

1/5/2024

Date

If subject is under 18:

Printed name of Subject

Signature of Subject

Date



Middleton Police Department

65 N. MAIN STREET

MIDDLETON, MA 01949

PHONE: (978) 774-4424, FAX (978) 774-4466

<http://www.middletonma.gov>

WILLIAM P. SAMPSON
CHIEF OF POLICE

Background / CORI Check: Personal Info

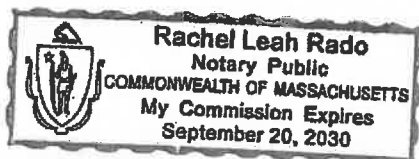
Name: Denis Rado
Address: 9 Pollock Dr.
Middleton MA 01949
Phone: 617-803-6914

Date of Birth: _____

Last 4 SSN: _____

Driver's Lic #: _____

Notary Info:



Denis Rado
1/5/2024

On this 5th day of January, 2024, before me, the undersigned notary public, Denis Rado, personally appeared, proved to me through satisfactory evidence of identification, which was his MA drivers license, to be the person who signed the attached document in my presence, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Town of Middleton, Massachusetts
Revenue Enforcement and Protection Certification (REAP)

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I hereby certify under the penalties of perjury that I to my best knowledge and belief, have filed all State tax returns and paid all state taxes required by law.

Name of Company: Denis R LLC

Address: 9 Pollock Dr. Middleton MA 01949,

Title of Person Signing: Denis Rado - Owner.

Signature of Individual or Corporate Name: 

Printed Name of Above: Denis Rado

Contact Telephone Number: 617 8036914.

Date: 1/5/2024

Social Security Number or Federal Identification Number:

Email Address: denisrado35@gmail.com.

Your Confirmation number is 202401051014302

Date of Confirmation: 1/5/2024

NOTE: When paying by ACH (Checking) it will take two business days for the payment to be debited from your bank account. Your account number is not verified until this payment is presented to your bank. They have the right to return this payment if unable to process this transaction against your account.

Your request for payment(s) of \$150.50 has been received and is subject to approval by your financial institution.

Account Information

Name: Denis Rado
Address: 9 Pollock Drive
City: Middleton
State: MA
Zip: 01949
Email: rachel@rachelradolaw.com

Payment Information

Payment Type: ACH
Payer Name: Denis Rado
Routing Number: *****0175
Account Number: *****1283

Transaction Information

Transaction	Quantity	Amount	Payment Type
Town of Middleton - Select Board License Renewal - Annual License Type: Livery 1st vehicle \$50.00 Business Name: Denis R LLC Owner's Name: Denis Rado Business Address: 9 Pollock Drive City: Middleton State: MA Zip: 01949 Phone Number: 617-803-6914 Email Address: rachel@rachelradolaw.com Comments/Notes: Payer Full Name: Denis Rado Payer Title: Owner	1	\$50.00	ACH

Transaction	Quantity	Amount	Payment Type
Town of Middleton - Select Board License Renewal - Annual License Type: Livery License \$100.00 Business Name: Denis R LLC Owner's Name: Denis Rado Business Address: 9 Pollock Drive City: Middleton State: MA Zip: 01949 Phone Number: 617-803-6914 Email Address: rachel@rachelradolaw.com Comments/Notes: Payer Full Name: Denis Rado Payer Title: Owner	1	\$100.00	ACH

Transaction	Quantity	Amount	Payment Type
UniPay One Fee Per Cart	1	\$0.50	ACH

Total: \$150.50



CONTRACT BETWEEN THE TOWN OF MIDDLETON
AND
HARTFORD STRUCTURAL INSPECTIONS, LLC.

This Contract is made on this th day of January, 2024 between the Town of Middleton, acting by and through its duly elected Selectboard (hereinafter, the "Town") and Hartford Structural Inspections, (hereinafter, the "Vendor") whereby the parties contract for services under the terms and conditions set forth herein.

I. PARTIES

The parties to this contract are the Town of Middleton, acting by and through its duly elected Selectboard and Vendor. The Town of Middleton is a municipal corporation of the Commonwealth of Massachusetts having a principal place of business at 48 S. Main Street, Middleton, MA 01949 and Vendor is a limited liability company with a principal place of business at 59 Woodford Road, Scarsdale, NY 10583.

II. DESIGNATED REPRESENTATIVES

The Town designates Rick Kassiotis, Clerk (name and title) and Vendor designates Frank Fidelman, Founder and Managing Partner as their authorized representative to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this Agreement at the addresses stated above.

III. CONTRACT DOCUMENTS

The contract documents shall consist of the following:

- 1) This Contract;
- 2) Vendor 's proposal
- 3) Vendor's Labor Harmony and OSHA Training Certification;
- 4) Vendor's Certificate of Non-Collusion;
- 5) Vendor 's Certificate of Tax Compliance; and
- 6) Vendor's Certificate of Authorization;
- 7) Vendor's Certificate of Insurance;

Such contract documents shall be incorporated herein by reference and made a part of this Contract, which represents the entire agreement and understanding between the Parties. This contract is subject to the laws of the Commonwealth of Massachusetts. All pertinent laws and regulations are applicable as if fully written out in this document. If the terms of any of the documents are in conflict, the terms of this Contract shall prevail.

IV. SERVICES

The scope of services to be provided by Vendor is as follows:
Traffic Engineering Services are fully described in the vendor proposal which is attached hereto and incorporated herein by reference.

V. CHANGE ORDERS AND ADJUSTMENTS

The Town shall approve change orders and is not obligated to pay for change orders that are not approved in writing. M.G.L. c. 44, § 31C; M.G.L. c. 30, § 39I.

VI. QUALITY OF WORK

Vendor represents that it will perform services for the Town using that degree of care and skill ordinarily exercised by and consistent with the standards applicable to persons performing similar services under similar conditions in the same locality. Vendor shall be liable for its services rendered under this Contract.

VII. COMPENSATION

On a monthly basis, Vendor shall submit invoices to the Town with any reasonable supporting documentation requested by the Town, reflecting the services performed during said month. Upon satisfactory review of said invoices and documentation, the Town shall remit payment to Vendor. The Town shall not pay any interest or late fees. Total compensation to be paid to Vendor pursuant to this contract shall be Four Thousand Six Hundred Dollars and Zero Cents, \$4,600.00, plus reimbursable expenses billed at direct expense to the vendor.

VIII. TIME FOR PERFORMANCE

All services to be performed pursuant to this contract shall be completed by Vendor by timeline contained in the RFP. There will be no automatic renewals. Continuation of the service will require a new contract executed between the parties.

IX. SUBJECT TO APPROPRIATION

Notwithstanding anything in the contract documents to the contrary, any and all payments which the Town is required to make under this contract shall be subject to appropriation or other availability of funds, as certified by the Town Accountant.

X. ENFORCEABILITY OF CONTRACT

This contract is binding upon and enforceable against the Town if this contract is signed by the Selectboard Clerk, endorsed by the Town Accountant as to appropriation or availability of funds, and endorsed as to form by the Town Counsel. This contract is binding and enforceable against Vendor if signed by their authorized representative.

XI. ASSIGNMENT

Vendor shall not delegate, assign or transfer its duties or interest in this Contract without the express written consent of the Town. If approved by the Town, this contract shall be binding upon Vendor's assigns, transferees and/or successors in interest.

XII. PREVAILING STATUTORY AUTHORITY

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. All proceedings under this Contract or related to the Project shall be brought in the courts of the Commonwealth of Massachusetts.

XIII. CONFLICT OF INTEREST

Both the Town and Vendor stipulate to the applicability of Massachusetts General Law Chapter 268A, the Conflict of Interest Statute. The Parties further stipulate that the terms and conditions of this contract expressly prohibit any activity which constitutes a violation of this statute. By executing this contract, Vendor certifies that neither it nor any of its agents, employers or subcontractors is in violation of Massachusetts General Laws Chapter 268A.

XIV. INSURANCE

Vendor shall maintain the insurance coverage listed below. With the exception of Workers' Compensation and Professional Errors and Omissions insurance coverage, Vendor is required by this agreement to name the Town of Middleton as an additional insured and to provide the Town with certificates of insurance coverage indicating that the Town of Middleton has been added as an additional insured under all insurance coverages required by this contract. Further, Vendor is required to provide the Town of Middleton with a copy of the current additional insured endorsement page, reflecting that the Town of Middleton has been listed as an additional insured, for each insurance policy to which the Town of Middleton has been added. **If Subcontractors are used, all of the provisions of this section apply to the Subcontractor(s).**

- A. General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;
- B. Automobile Liability (applicable for any vendor/consultant who has an automobile operating exposure) in the amount of \$1,000,000 for bodily injury and property damage per accident;
- C. Professional Errors and Omissions Liability (applicable for any vendor/consultant providing design, architectural, engineering, financial advising or similar services) in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;
- D. Pollution Liability (applicable for any vendor/consultant who has pollution exposure) in the amount of \$3,000,000 for each occurrence and \$3,000,000 in the aggregate;
- E. Umbrella Liability of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate; and
- F. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Laws Chapter 152.

The parties acknowledge that the types of insurance and coverage limits listed herein are the minimum necessary for the Vendor to be awarded this contract. The types of

insurance and coverage limits stated herein are not intended in any way to limit the Vendor's liability for any damages arising from the Vendor's performance of services under this contract.

The Vendor is required to maintain the above-referenced insurance coverage throughout the duration of this contract. If, at any time while this contract is in effect, any of the above insurance coverages should lapse, the Vendor shall immediately notify the Town of Middleton, and within thirty (30) days of said lapse, the Vendor shall provide the Town of Middleton with a new certificate of insurance coverage.

XV. INDEMNIFICATION

Vendor shall indemnify, defend, protect and hold the Town free and harmless from and against any and all claims, or threatened claims, for bodily injury or property damage that may arise out of Vendor's performance of its obligations under this contract by itself or a subcontractor, officer, agent or employee.

XVI. TERMINATION

This contract may be terminated by either party upon receipt of thirty (30) days advance written notice by certified mail to the Designated Representative identified in Paragraph II. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. Vendor shall then submit a final bill based on work actually performed. There shall be no penalty for termination for the convenience of the Town.

XVII. BREACH OF CONTRACT

Failure of Vendor to comply with any of the terms or conditions of the contract shall be deemed a material breach of contract, and the Town shall have all the rights and remedies provided in the contract documents, including the right to terminate or suspend the contract and to pursue its rights in any and all actions of law or equity or other proceedings with respect to a breach of contract.

In the event that a breach of contract may occur, this contract may be deemed null and void upon fourteen (14) days written notice by certified mail to the Designated Representative identified in Paragraph II, and the Town may pursue any remedies deemed necessary to secure the interests of the Town, provided, however, that this contract shall be and remain in full force and effect, and no action shall be taken by the Town if Vendor cures said breach within the fourteen day period.

XVIII. CERTIFICATION OF TAX COMPLIANCE

This contract shall include a certification by Vendor that Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, as required by Massachusetts General Laws Chapter 62C, §49A. Said Certification is attached hereto.

XIX. PREVAILING WAGE RATES

Not applicable to this contract due to falling under MGL Ch 30B.

For Vendor:

Frank Fidelman

Frank Fidelman

Title: Founder & Managing Partner

Date: 1/17/24

For the Town of Middleton:

Rick Kassiotis, Clerk

Date: _____

Approved As to Form:

Name: _____

Town Counsel

Approved as to Available Funds

Sarah Wood, Finance Director

NON-COLLUSION STATEMENT:

I state that I am the _____ of _____ and
(Title) (Name of Company)

that I am authorized to make this affidavit on behalf of my firm, its owners and directors.

I state that:

- (1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Contractor or potential Proposer.
- (2) Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before the proposal opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

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

TAX ATTESTATION:

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A (b), I certify under the penalties of perjury that _____ to the best of my knowledge and belief, has filed all Massachusetts State Tax Returns and paid all Massachusetts State taxes as required by law.

I state that _____ understands and acknowledges that the above representations are material and important, and will be relied on by the Town of Middleton in awarding the contract for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Town of Middleton the true facts relating to the submission of this Proposal.

Signed under the pains and penalties of perjury this _____ day of _____ 2023.

Signature

By: _____
Print Name and Title

Date: _____

Certificate of Authorization

(NOTE: A certified vote of the corporation may be substituted for this form.)

The Vendor, _____ is: (CHECK ONE)
(Name of Company/Consultant/Corporation)

_____ A. a corporation formed and existing under the laws of the state of _____, and pursuant to the corporate by-laws,

(Insert Name and Title of Person Signing Proposal/Contract)

is authorized to execute contracts in the name of said corporation. Such execution of any contract or obligation in this corporation's name on its behalf by such duly authorized individual shall be valid and binding upon the corporation.

_____ B. a limited liability company or a partnership formed and existing under the laws of the state of _____, and pursuant to the limited liability company agreement or partnership agreement,

(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said company or partnership. Such execution of any contract or obligation in this company or partnership's name on its behalf by such duly authorized individual shall be valid and binding upon the company or partnership.

_____ C. is a sole proprietorship owned and operated exclusively by the undersigned.

(Insert Name and Title of Authorized Representative)

Execution of any contract or obligation in this sole proprietorship's name by such duly authorized individual shall be valid and binding.

Signature:

(Must be signed by Corporate Officer, Partner, or Sole Proprietor)

Print Name of Above

Title

Date



THE TOWN OF MIDDLETON
48 S. Main Street
Middleton, Massachusetts 01949

Labor Harmony and OSHA Training Certification

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupation Safety and Health Administration that is at least ten hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

Signature:

**(Must be signed by Corporate Officer, Partner,
or Sole Proprietor)**

Print Name of Above

Title

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2024

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

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

PRODUCER Eli Cohen Agency, Inc. 2003 Coney Island Ave 4th Floor Brooklyn NY 11223	CONTACT NAME: Giorgio Tallegra PHONE (A/C, No, Ext): (718) 336-1700 E-MAIL ADDRESS: COI@elicochenagency.com FAX (A/C, No): (718) 705-7300														
INSURED Hartford Structural Inspections LLC 59 Woodford rd Scarsdale NY 10583	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: ACE PROPERTY & CASUALTY INSURANCE CO</td><td>20699</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE PROPERTY & CASUALTY INSURANCE CO	20699	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE PROPERTY & CASUALTY INSURANCE CO	20699														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		D95634540	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		D95634540	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		D97060216	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additionally insured:
PCA360
75 Second Ave, Suite 305
Needham, MA 02494

CERTIFICATE HOLDER**CANCELLATION**

Middleton Town Hall
48 S Main Street
Middleton, MA 01949

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/11/2024

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

PRODUCER Hagendoorn & Emond Insurance, Inc 1200 Summer St. Suite 301 Stamford, CT 06905	CONTACT NAME: Albertus J Hagendoorn	
	PHONE (A/C No. Ext): (203) 324-1000 FAX (A/C No.): (203) 321-8553	
INSURED Hartford Structural Inspections, LLC 59 Woodford rd. Scarsdale, NY 10583	E-MAIL ADDRESS: bhagendoorn@heinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: NGM Insurance Company	NAIC # 14788
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 3 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCT5436V	12/05/2023	12/05/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Middleton Town Hall
48 S. Main Street
Middleton, MA 01949

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**MAY 14, 2024 ANNUAL TOWN MEETING
PRELIMINARY LIST**

Art #		Page #
	Current & Prior Year Financial Articles	
1.	Hear Reports	
2.	FY24 Snow & Ice Deficit	
3.	Pay Bills of Prior Fiscal Years	
4.	FY24 Budget Correction (Shared Health Grant)	
	FY2025 Financial Articles	
5.	Approve FY2025 Compensation for Elected Officials	
6.	FY2025 Omnibus Budget	
7.	FY2025 Community Preservation Budget - Debt Service, CPA Projects, Expenses	
8.	FY2025 Community Preservation Budget - New Projects	
9.	Authorize FY2025 Revolving Fund Spending Limits	
10.	FY2025 South Essex Sewer District Enterprise Budget	
11.	FY2025 Water Enterprise Budget	
12.	Accept Sum from Middleton Electric Light Department (MELD)	
13.	Transfers to Reserve Accounts	
14.	FY2025 Capital Budget	
15.	Essex Tech Debt (BAN)	
16.	Final work on opioid funds	
17.	Free Cash to 300 th Anniversary?	
	Citizen Petitions, Bylaw Adoptions, & Real Property	
18.	Acquire and Fund Acquisitions of Easements for Maple Street Bridge Project	
19.	Charter items, if any	
20.	Statute Acceptance for Treasurer/Collector Edu Stipend	
21.	Investment Income Local Option Adoptions	
22.	MBTA Zoning	
23.	2 Family By Right Zoning	
24.	Accessory Dwelling Unit Zoning	
25.	Chapter 53 of Town Code: Master Plan Committee	

LIMITED DESIGN SERVICE CONTRACT

MassDevelopment; 48 & 48R South Main Street, Middleton, Technical Assistance

CLIENT: MassDevelopment: Claire O'Neill

ARCHITECTURAL CONSULTANT: Studio Luz Architects

DATE: December 12, 2023

DURATION: 6 months. The project is expected to be completed by 06/01/23.

BACKGROUND

The Town of Middleton and MassDevelopment have come together to create a new vision for two historic properties located at 48 and 48R South Main Street that will benefit the surrounding Middleton community. This new vision for the subject parcel at 48 South Main Street, and its abutting parcel at 48R South Main Street (*"the property"*) will be based off community input and the programmatic needs of the city, defining the future programming for the site.

STUDIO LUZ ARCHITECTS

Studio Luz Architects was engaged for design assistance in December 2023 to further support the community engagement / outreach process and help evaluate future programming for the property and the resultant architectural needs of the space.

MassDevelopment & Town of Middleton

The Town of Middleton's vision is to create an economically viable plan for the future of 48 & 48R South Main Street. The town's preliminary goals for the project are to gain consensus of what programming the town most needs on this site and plan for a feasible design strategy through a comprehensive process of community engagement to guide the reprogramming of the property into a renewed asset for the community.

SITES:

48 South Main Street, or Memorial Hall, is in the Business district of the Town of Middleton at the intersection of Boston Street and South Main Street, with the historic front façade facing Boston Street. The 6,280 SF wood-framed building was originally constructed in 1837 as a schoolhouse, the Centre School, and was utilized as such until 1937. The building also has a 3,140 SF unfinished basement. Today, Memorial Hall serves as Middleton's Town Hall, housing many of the town's main municipal functions. The town plans to relocate the current programming into their new municipal services & public safety complex, leaving the building vacant.

The abutting parcel, 48R South Main Street, is a 6.2 acre plot currently programmed for active recreation (sports fields) and passive recreation open to the community. The property is located directly southeast of Merriam Cemetery, which dates back to the early 1800s, and northwest of Old South Main Street and Old Fuller Burying Ground.

SCOPE: The planning studies for 48-48R South Main Street will utilize thorough community outreach and engagement, targeting residents and key stakeholders, in conjunction with feedback from reports such as the Middleton Housing Production Plan and the Town of Middleton Municipal Center Master Plan Report to identify future programming and the architectural needs of the space. The scope includes a new vision for reprogramming the property for potential use as assets for community activity, recreation, and/or affordable housing with architectural improvements that can support the new programmatic requirements (such as interior spatial reconfigurations or a new elevator). The study will provide community engagement sessions, conceptual design schemes that incorporate the recommended programming, and a final report for the Town of Middleton.



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LIMITED DESIGN SERVICE CONTRACT

December 12, 2023

MassDevelopment will hire Studio Luz Architects to perform architectural visioning services for the Town of Middleton. Studio Luz Architects will explore potential programming scenarios for 48-48R South Main Street and architectural plans showing the necessary improvements to support those new programs. Studio Luz Architects plans to provide the following services at the following amounts.

DURATION: 6 months. The project is expected to be completed 06/01/23.

CLIENT:

MassDevelopment: Claire O'Neill

Town of Middleton: Jackie Bresnahan & Justin Sultzbach

PROJECT MANAGEMENT:

Hansy Better Barraza, Principal of Studio Luz Architects, has extensive experience with place making and community engagement working with a mix portfolio of commercial, institutional and residential projects serving diverse neighborhoods.

ORDER SCOPE OF WORK:

The goal is to develop consensus of future use case(s) for 48-48R South Main Street and produce comprehensive documentation of programming scenarios to inform a subsequent RFP for the redevelopment of the property for the new proposed use.

Task 1 (1.5 months): General Due Diligence – Studio Luz

Studio Luz will collect and evaluate community feedback to develop potential programming scenarios for 48-48R South Main St. Community engagement sessions (1 onsite meeting and 1 remote session) are to be included to incorporate stakeholder, resident, and city departments' feedback. Additional asynchronous engagement via an online survey may be used to further support engagement efforts. Based on engagement sessions and site analysis, Studio Luz will provide an overview of possible programming scenarios for the site, existing site constraints and challenges, and an analysis of the surrounding context. Studio Luz will present the results of the community engagement outreach and an overview of the possible programming scenarios to the Select Board for feedback.

Studio Luz Deliverables: Site analysis, potential programming scenarios, 2 community engagement sessions (1 onsite meeting and 1 remote session), and 1 asynchronous survey, 1 meeting with the Select Board

Duration: January 2024 - March 2024 - 2 months

Task 2 (2 months): Project Plan- Program Development and Visioning Documentation – Studio Luz

Based on the initial site analysis and community feedback from Task 1, Studio Luz will provide the town with conceptual design schemes that incorporate the preferred programming. The conceptual schemes by SLA will provide the town with a visioning document in order for the city to proceed with issuing an RFP for the property.

LIMITED DESIGN SERVICE CONTRACT

Design schemes will offer options for layouts and corresponding upgrades required to reposition the building and parcel as 21st century assets. Engineering services are not included in this work order, but SLA will coordinate any engineering feedback offered by the Town into the schemes and provide an overview of the architectural and engineering services that will be needed to further the development of the project in the final report. Given the strong community interest in the preservation of historic structures and community green spaces including the outdoor recreational space at 48R South Main Street, creative strategies for both are welcome.

For each design scheme, Studio Luz will produce program use diagrams and possible plan configurations. Studio Luz will develop conceptual plan drawings for the implementation of the chosen program. Studio Luz will produce a summary of the plan and recommendations for potential next steps that can be presented to the select board, stakeholders, and the public. Studio Luz will attend 1 meeting with the Select Board to review the presentation materials before presenting the final presentation to stakeholders and the public.

Studio Luz Deliverables: Program development, program and infrastructural diagrams, and plan drawings. 1 meeting with the Select Board and 1 Public Meeting to present design ideas publicly. Project vision will be assembled in a PDF presentation.

Duration: March 2024 – Mid-April 2024 - 1.5 months

Task 3: Final Report Delivery – Studio Luz

The final report in narrative and visual form delivered as a .pdf document will depict uses for the building and will include potential next steps for the city.

Studio Luz Deliverables: Project vision will be assembled in a PDF document stating the summary of the plan and potential next steps including any identified at the Public Meeting.

Duration: Mid April-May 2023 - 3 Weeks

ORDER AMOUNT:

We propose a total fee for the above work *not to exceed \$30,000*. Breakdown of hours and fee schedule is noted below.

231000	48-48R South Main Street - Middleton: TDI Technical Assistance		Architectural Fee
	targeting residents and key stakeholders, in conjunction with feedback from reports such as the Middleton Housing Production Plan and the Town of Middleton Municipal Center Master Plan Report to identify future programming and the architectural needs of the space. The scope includes a new vision for reprogramming the property for potential use as assets for community activity, recreation, and/or affordable housing with architectural improvements that can support the new programmatic requirements (such as interior spatial reconfigurations or a new elevator). The study will provide community engagement sessions, conceptual design schemes that incorporate the recommended programming, and a final report for the Town of Middleton.		\$ 30,000
STUDIO LUZ ARCHITECTS	Task Description:	% of Fee	Fee/Service
	Task 01 - General Due Diligence:	35%	\$ 10,500
	Task 02 - Program Development and Visioning Documentation	55%	\$ 16,500
	Task 03 - Final Report Delivery:	10%	\$ 3,000



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LIMITED DESIGN SERVICE CONTRACT

Studio Luz Architects Time Charge Rates for 2023 are as follows:

• Principals in Charge	\$290 / hour
• Senior Project Manager	\$200 / hour
• Project Manager	\$180 / hour
• Project Architect	\$150/ hour
• Project Design / Drafter	\$115 / hour
• Administrative	\$140 / hour

Reimbursable Expenses:

Compensation for SLA's Services does not include reimbursable expenses for the project. For projects of a similar scope, the Client can budget \$200-\$500 depending on the quantity of print outs and materials for community engagement workshops. SLA will request approval in advance for all printing and materials purchased for workshops.



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LIMITED DESIGN SERVICE CONTRACT

GENERAL TERMS AND CONDITIONS

SLA's services shall be provided subject to the "Terms and Conditions" set forth in **Attachment A**, which terms and conditions are hereby incorporated by reference and made part of this Agreement. Please sign and return a copy of this agreement indicating your acceptance. Invoices for services and reimbursable expenses (including consultants) will be rendered as the work progresses. Payments are due within 30 days.

SIGNATURES OF AGREEMENT –

Signature for Client

Accepted BY:

IT'S:

DATE:

Signature for Studio Luz Architects, Ltd.(SLA)

BY:

Principal

IT'S:

Studio Luz Architects

DATE:

12/12/23

Attachment A**2023 TERMS AND
CONDITIONS****STUDIO LUZ ARCHITECTS LTD'S (SLA) RESPONSIBILITIES**

- .1 SLA shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. SLA shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- .2 SLA shall identify a representative authorized to act on behalf of SLA with respect to the project.

SCOPE OF ARCHITECT'S BASIC SERVICES

- .1 SLA shall manage SLA's services, consult with the Client, research applicable design criteria, attend project meetings, communicate with members of the Project team and report progress to the Client.
- .2 SLA shall coordinate its services with those services provided by the Client and the Client's consultants. SLA shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client and the Client's consultants. SLA shall provide prompt written notice to the Client if SLA becomes aware of any error, omission or inconsistency in such services or information.
- .3 SLA shall not be responsible for a Client's directive or substitution made without SLA's approval.
- .4 SLA shall submit for the Client's review a schedule for the performance of SLA's services. The dates contained in the schedule are estimates. They are not guaranteed, because they are based on assumptions that may change during the course of the Project. With the Client's approval, SLA shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.
- .5 SLA shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services for the Project. In designing the Project, SLA shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.
- .6 SLA shall assist the Client in connection with the Client's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

PRE-DESIGN AND PROGRAMMING PHASE

- .1 SLA shall manage and administer the Programming Services. SLA shall consult with the Client, research applicable programming criteria, attend project meetings, communicate with members of project team and issue progress reports and a final program document. SLA shall coordinate the services provided by SLA and SLA's consultants with those services provided by the Client and Client's consultants.
- .2 SLA shall meet with the Client to confirm and finalize the Client's and user's priorities, values, and goals that will impact the project. SLA shall confirm the scope and intent of the anticipated Project in consultation with the Client.

.3 SLA shall submit programming documents to the Client for evaluation and approval at intervals appropriate to the process. SLA shall be entitled to rely on approvals received by the Client to complete the Programming Services and in the further development of the Project.

.4 SLA shall recommend Project standards or incorporate Client standards such as allowances, travel distances, and furniture and equipment requirements. SLA shall establish general space quality standards for the project related to such elements as lighting levels, equipment performance, acoustical requirements, security and aesthetics.

.5 SLA shall determine specific space requirements for the Project by:

- a. Identifying required spaces,
- b. Establishing sizes and relationships,
- c. Establishing space efficiency factors,
- d. Documenting particular space requirements such as special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs.

.6 SLA shall prepare a final program document incorporating written and graphic materials that may include:

- a. An executive summary
- b. Values and goals statement
- c. Relationship diagrams
- d. Flow diagrams
- e. Space allocations and relationships
- f. Space listings by function and size, and
- g. Space program sheets including standard requirements and special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs.

SCHEMATIC DESIGN SERVICES

- .1 SLA shall review the program and other information furnished by the Client, and shall review laws, codes, and regulations applicable to SLA's services.
- .2 SLA shall prepare a preliminary evaluation of the Client's program, schedule, and budget for the Cost of the Work, Project Site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. SLA shall notify the Client of 1) any inconsistencies discovered in the information, and 2) other information or consulting services that may be reasonably required for the Project.
- .3 SLA shall present its preliminary evaluation to the Client and shall discuss with the Client alternative approaches to design and construction of the Project. SLA and the Client shall reach a mutual understanding of the Project requirements.
- .4 Based on the Project's requirements agreed upon with the Client, SLA shall prepare and present for the Client's approval up to three preliminary design alternatives the scale and relationship of the Project components.
- .5 Based on the Client's approval of a preliminary design alternative, SLA shall prepare Schematic Design Documents for the Client's approval. The documents shall establish the conceptual design of the Project

Attachment A

2023 TERMS AND CONDITIONS

illustrating the scale and relationship of the Project components. The Schematic Design Documents may include preliminary building plans, exterior elevations, and preliminary selections of exterior finish materials. The Schematic Design Documents may also include study models, perspective sketches, electronic modeling or combinations of these media to best communicate the design intentions.

- .6 SLA shall consider the value and alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Client's program, schedule and budget for the Cost of the Work.
- .7 SLA shall submit the Schematic Design Documents to the Client, and request the Client's approval.

DESIGN DEVELOPMENT PHASE SERVICES

- .1 Based on the Client's approval of the Schematic Design Documents, and the Client's authorization of any adjustments to the Project Requirements, and updated budget for the Cost of the Work, SLA shall prepare Design Development Documents for the Client's approval. The Design Development Documents shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to the architectural, structural, mechanical, and electrical systems, and such other elements as may be appropriate. The Design Development documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- .2 SLA shall submit the Design Development Documents to the Client and request the Client's approval.

CONSTRUCTION DOCUMENTS PHASE SERVICES

- .1 Based on the Client's approval of the Design Development Documents, and the Client's authorization of any adjustments to the Project Requirements, and updated budget for the Cost of the Work, SLA shall prepare Construction Documents for the Client's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in sufficient detail the quality levels of materials and systems and other requirements for the construction of the Work. The Client and SLA acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which SLA shall review in accordance with the agreed upon Construction Phase Services.
- .2 SLA shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. SLA shall assist the Client in connection with the Client's responsibility for filing documents required for the approval of

governmental authorities having jurisdiction over the Project.

- .3 SLA shall submit the Construction Documents to the Client and request the Client's approval.

FURNITURE, FURNISHINGS AND EQUIPMENT SERVICES

- .1 As the buyer of the goods, the Client shall receive, inspect and accept or reject furniture, furnishings and equipment at the time of their delivery to the premises and installation unless otherwise agreed. SLA is not authorized to act as the Client's agent in contractual matters.
- .2 SLA shall review final placement and inspect for damage, quality, assembly and function in order to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents. SLA may make recommendation to the Client to either reject or accept furniture, furnishings and equipment.

BIDDING AND NEGOTIATION PHASE

- .1 SLA shall assist the Client in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Additional bids beyond three contractors will be considered an Additional Service and will be billed to the Client on a time charge basis. Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings. If requested by the Client, SLA shall organize and participate in selection interviews with prospective contractors.
- .2 SLA's Bidding Phase Services include:
 - .1 Organize and participate in informational interview with the Contractor.
 - .2 Reproductions and Distribution of Bidding/Project Manual, including project's bidding requirements, sample forms, conditions of the contract, and specifications.
 - .3 Negotiation Addenda
 - .4 Review of Alternatives and Substitutions proposed by the Contractor.
 - .5 Bid/Proposal Evaluations
 - .6 Contract Award

CONSTRUCTION PHASE SERVICES

- .1 SLA shall provide administration of the Contract between the Client and Contractor as set forth below and in AIA Document A201-2007, General Conditions of the Contract for Construction. If the Client and Contractor modify AIA Document A201-2007, those modifications shall not affect SLA's services under this Agreement unless the Client and SLA amend this Agreement.
- .2 SLA shall advise and consult with the Client during the Construction Phase Services. SLA shall have the authority to act on behalf of the Client only to the extent provided in this Agreement. SLA shall neither have control over, charge of, or be responsible for, the construction means, methods, techniques, sequences or

Attachment A**2023 TERMS AND
CONDITIONS**

procedures, or for safety precautions and programs in connection with the Work, nor shall SLA be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. SLA shall be responsible for SLA's negligent acts or omissions, but shall not have control over or charge of the Contractor or of any other persons or entities performing portions of the Work.

- .3 Subject to the terms of Additional Services, SLA's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date that SLA issues the final Certificate of Payment.
- .4 SLA, as a representative of the Client, shall visit the site at intervals appropriate to the stage of the Contractor's operations, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, SLA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, SLA shall keep the Client reasonably informed about the progress and quality of the portion of the Work completed, and report to the Client (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.
- .5 SLA has the authority to reject the Work that does not conform to the Contract Documents. Whenever SLA considers it necessary or advisable, SLA shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of SLA nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of SLA to the Contractor, Subcontractors, materials and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- .6 SLA shall interpret and decide matters concerning performance under, and requirements of, Contract Documents on written request of either the Client or Contractor. SLA's response to such requests shall be made in writing within the time limits agreed upon or otherwise with reasonable promptness.
- .7 Interpretations and decisions of SLA shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, SLA shall endeavor to secure faithful performance by both Client and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith. SLA's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Construction Documents.

CERTIFICATES OF PAYMENT TO CONTRACTOR

- .1 SLA shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. SLA's certification for payment shall constitute a representation to the Client, based on SLA's evaluation of the Work as provided herein and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of SLA's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by SLA.
- .2 The issuance of a Certificate for Payment shall not be a representation that SLA has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- .3 SLA shall maintain a record of the Contractor's Applications for Payment.

SUBMITTALS

- .1 SLA shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold review. SLA's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in SLA's professional judgment to permit adequate review.
- .2 SLA shall review or take appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose determining accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. SLA's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by SLA, of any construction means, methods, techniques, sequences or procedures. SLA's review of a specific item shall not indicate approval of an assembly or which the item is a component.
- .3 Subject to the terms of Additional Services, SLA shall review and respond to requests for additional

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information about the Contract Documents. Requests for Information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. SLA's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, SLA shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

- .4 SLA shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

PROJECT COMPLETION

- .1 SLA shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate of Payment based upon final inspection indicating the Work complied with the requirements of the Contract Documents.
- .2 Upon request of the Client, and prior to the expiration of one year from the date of Substantial Completion, SLA shall, without additional compensation, conduct a meeting with the Client to review the facility operations and performance.

**ADDITIONAL SERVICES &
AMENDMENTS TO THIS AGREEMENT**

- .1 Additional Services listed below are not included in the Basic Services but may be required for the Project. SLA shall provide the listed Additional Services only if specifically designated as SLA's responsibility in writing, and the Client shall compensate SLA for these services as indicated under Compensation.
- Programming
 - Surveys
 - Investigation and Evaluation Reports
 - Site Evaluation and Planning
 - Building Information Modeling
 - Civil Engineering
 - Landscape Design
 - Detailed Cost Estimating
 - On-Site project representation
 - As-constructed or As-built record drawings
 - Coordination of Client's consultants
 - Additional presentations to Authorities having jurisdiction over the work beyond what is outlined in the agreement.
 - Telecommunications/data design
 - Security Evaluation and Planning
 - Commissioning
 - Extensive environmental responsible design
 - LEED Certification
 - Fast-track design services

- Furniture, Finishings, and Equipment (FF&E) Design
- Selection and Procurement of FF&E

- .2 Additional Services not covered by this Agreement include, among others, additional project representation, revisions due to changes in the scope, quality or budget, and will be compensated for as additional fees based on SLA's hourly rates. SLA will notify the Client and obtain approval in writing from the Client before engaging in any Additional Services that change the scope of this Agreement.
- .3 Additional Services may be provided after the execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of SLA, any Additional Services provided shall entitle SLA to compensation and an appropriate adjustment in SLA's schedule.

CLIENT'S RESPONSIBILITIES

- .1 Unless otherwise provided for under this Agreement, the Client shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set for the Client's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- .2 The Client shall establish and periodically update the Client's budget for the Project, including (1) the budget for the Cost of the Work, (2) the Client's other costs; and (3) reasonable contingencies related to all of these costs. If the Client significantly increases or decreases the Client's budget for the Cost of the Work, the Client shall notify SLA. The Client and SLA shall thereafter agree to a corresponding change in the Project's scope and quality.
- .3 The Client shall furnish surveys, prepared by a licensed surveyor, to describe the physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site.
- .4 If requested by SLA and appropriate for the Project scope, the Client shall furnish services of a geotechnical engineer, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests, and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- .5 The Client shall coordinate the services of its own consultants with those services provided by SLA. The Client shall furnish the services of consultants other than those designated in this Agreement, or authorize SLA to furnish them as an Additional Service, when SLA requests such services and demonstrates that they are reasonably required by the scope of the Project. The Client shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

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- .6 The Client shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- .7 The Client shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Client's needs and interests.
- .8 The Client shall review and become generally familiar with the Construction Documents and Project Specifications. The Client shall provide prompt written notice to SLA if the Client becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the SLA's Instruments of Service.
- .9 The Client will be responsible for final approval of all Furnishings, Fixtures, Equipment, (FF&E) Finish Materials and Paint Colors unless specified otherwise. SLA will provide supporting documentation to assist the Client in the selection of appropriate FF&E items.

COST OF THE WORK

- .1 For the purposes of this Agreement, the Cost of the Work shall be the total cost to the Client to construct all the elements of the Project designed or specified by SLA and shall include the contractor's general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of SLA, the costs of the land, rights-of-way, financing, contingencies for the changes in the Work or other costs that are the responsibility of the Client.
- .2 The Client's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under the Client's responsibilities, and Evaluation of the Client's budget for the Cost of the Work. Estimates prepared by SLA for the Cost of the Work represent SLA's judgment as design professionals. It is recognized, however, that neither SLA nor the Client has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, SLA cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by SLA.

COPYRIGHTS AND LICENSES

- .1 Drawings, specifications and other documents, including those in electronic form, prepared by SLA are Instruments of Service for use solely with respect to this project. SLA and SLA's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Services to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of SLA and SLA's consultants.

- .2 Upon execution of this Agreement, SLA grants to the Client a nonexclusive license to retain, distribute and use copies of the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted under this section permits the Client to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Client's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for the use in performing services or construction of the Project. If SLA rightfully terminates this agreement for cause as provide under Termination and Suspension, the license granted in this section shall terminate.
- .3 Except for licenses granted in this section, Copyrights and Licenses, no other license or right shall be deemed granted or implied under this agreement. The Client shall not assign, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of SLA. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to SLA or SLA's consultants.

CLAIMS AND DISPUTES

- .1 The Client and SLA shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.
- .2 It is expressly understood that SLA is a Massachusetts corporation and Client agrees to look solely to the assets of the corporation for recovery of any judgment against SLA, it being expressly understood that no officer, director, shareholder, partner, employee or agent of SLA will be personally liable for any negligent acts, errors or omissions or breach of SLA's obligations under this Agreement.
- .3 Any claims or disputes made during design, construction, or post-construction between the Client and SLA must be submitted to non-binding mediation, prior to the institution of litigation. The cost of mediation shall be shared equally by the parties hereto. In the event mediation is unsuccessful, any claims arising out of this Agreement shall be brought in the State of Massachusetts. The Client and SLA hereby waive their rights to a trial by Jury.
- .4 In no event, shall either the Client or SLA be liable for consequential damages, including, without limitation, loss of opportunity, loss of use, or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct,

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negligent act or omission, or other wrongful act of either of them.

- .5 The Client and SLA waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided for under Termination and Suspension.

LIMITATION OF LIABILITY

- .1 SLA makes no guarantees or warranties and, specifically, no representation or warranty of merchantability, nor will we warrant that any party will approve or consent SLA's opinions. In addition, the Client hereby agree to limit our liability to the Client with respect to all services relating to this Agreement, due to any negligent acts, errors, or omissions by us, such that the total aggregate liability of SLA will not exceed \$50,000 (Fifty Thousand Dollars) or the amount actually paid to SLA, whichever is greater.
- .2 Since it would be unfair for SLA to be exposed to liability for its failure to perform a service that the Client has either refused to authorize or has instructed SLA not to perform, the Client hereby waives all claims against SLA and agrees to defend, indemnify and hold SLA harmless from claims or liability for injury or loss allegedly arising from SLA's failure to perform a service that the Client has either refused to authorize or has instructed SLA not to perform.

TERMINATION OR SUSPENSION

- .1 In the event of termination, suspension or abandonment of the project, SLA shall be equitably compensated for services performed. If or when the Project is resumed, SLA shall be compensated for expenses incurred in the interruption and resumption of SLA's services. SLA's fees for the remaining services and the time schedules shall be equitable adjusted. If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of SLA, then SLA may terminate this Agreement by giving not less than seven days' written notice.
- .2 Failure of the Client to make payments to SLA in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for SLA to either suspend or terminate services. If SLA elects to suspend services, then SLA shall give seven days' written notice to the Client before suspension of services, SLA shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, SLA shall be paid all sums due prior to suspension and any expense incurred in the interruption and resumption of SLA's services. SLA's fees for the remaining services and the time schedules shall be equitable adjusted.
- .3 Either the party may terminate this Agreement after giving not less than seven days' written notice should the other party substantially fail to perform in accordance with the terms of this Agreement. Either SLA or the

Client may terminate this Agreement upon not less than seven days' written notice for mutual convenience and without cause.

- .4 Termination Expenses are in addition to compensation for SLA's services and include expenses directly attributable to termination for which SLA is not otherwise compensated, plus an amount for SLA's anticipated profit on the value of the services not performed by SLA.
- .5 The Client's rights to use SLA's Instruments of Service in the event of a termination of this Agreement are set under the section Copyrights and Licenses.

PROFESSIONAL PORTFOLIO

- .1 SLA shall have the right to include photographic or artistic representations of the design of the Project among SLA's promotional and professional materials. SLA shall be given reasonable access to the completed Project to make such representations. However, SLA's materials shall not include the Client's confidential or proprietary information if the Clients have previously advised SLA in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for SLA where such credit is appropriate in regards to the Project.

PAYMENTS

- .1 An Initial Payment as noted in Compensation shall be made upon execution of this Agreement and is the minimum payment under this Agreement. The Initial Payment is non-refundable and will be credited to the Client's account.
- .2 Unless otherwise agreed, payments for services should be monthly in proportion to services performed. Payments are due and payable upon presentation of SLA's invoice. Amounts unpaid within 30 days of the invoice date will be considered late and subject to a late fee of 15% of the outstanding balance.
- .3 The Client shall not withhold amounts from SLA's compensation to impose a penalty or liquidated damages on SLA, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless SLA agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

REIMBURSABLE EXPENSES

- .1 Reimbursable Expenses are in addition to compensation for the SLA's services and include expenses incurred by the SLA and SLA's employees and consultants directly related to the Project, as identified in the following Clauses:

- a. Consultant's Fees for the project are Reimbursable Expenses.
- b. Fees paid on behalf of the Client for securing approval of authorities having jurisdiction over the Project.

Attachment A**2023 TERMS AND
CONDITIONS**

- c. Out of Town transportation in connection with the Project. Parking fees. Mileage will be charged at the IRS approved rates.
- d. Reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service.
- e. Costs incurred by the Architect for legal counsel to review proposed consents, certificates or certifications.

**STANDARD SCHEDULE OF IN-HOUSE PRINTING &
PLOTting CHARGES***

Drawing Size	Bond	Color
8½" x 11"	\$0.33	\$1.30
11" x 17"	\$0.66	\$2.58
24" x 36"	\$3.06	\$15.00

(*Printing sizes not listed here will be outsourced and SLA will present receipts to the Client for reimbursement.)

- f. Renderings, Models, Mock-ups, Professional Photography, and Presentation Materials requested by the Client.
 - g. SLA's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Client requests such insurance in excess of that normally carried by SLA's consultants.
 - h. SLA's Consultant's Fees directly related to the Project.
 - i. Other similar direct Project-related expenditures if authorized in advance by the Client.
- .2 Reimbursable expenses will be itemized in each invoice and due with invoice payment. For Reimbursable Expenses as described above the compensation shall be computed as a multiple of one and one tenth (1.10) times the expenses incurred by SLA, and SLA's employees and consultants.
- .3 Any singular Reimbursable Expenses anticipated by SLA to be in excess of \$500 will be approved in advance, in writing by the Client.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made as of this ____ day of _____, 20__ (the "Effective Date"), between **MASSACHUSETTS DEVELOPMENT FINANCE AGENCY**, a Massachusetts body politic and corporate established and existing under Chapter 23G of the Massachusetts General Laws, having its principal place of business at 99 High Street, Boston, Massachusetts 02110 ("MassDevelopment"), and **TOWN OF MIDDLETON**, a Massachusetts municipal corporation having its principal place of business at 48 South Main Street, Middleton, MA 01949, (the "Municipality"). MassDevelopment and the Municipality may be individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the Board of Directors of MassDevelopment have identified certain strategic initiatives for which MassDevelopment shall expend internal staff and financial resources to advance; and

WHEREAS, one strategic initiative concerns the provision of planning and other economic development services to selected Municipalities of the Commonwealth of Massachusetts; and

WHEREAS, MassDevelopment has adopted a set of criteria to apply in determining whether to assist a community with its planning and/or economic development efforts, which include the ability to:

- Attract or retain jobs,
- Create housing opportunities,
- Result in the redevelopment of urban, blighted, and/or surplus public property,
- Help economically disadvantaged communities,
- Advance smart growth,
- Advance planning and pre-development activities to a point where the private sector is compelled to invest in the project area; and

WHEREAS, MassDevelopment has determined that the Municipality's efforts to advance job creation and economic development in the Municipality would benefit from certain planning and/or economic development services from MassDevelopment; and

WHEREAS, MassDevelopment has determined that the project is planned to result in the redevelopment of a surplus public property; and

WHEREAS, this Agreement is entered into for the purpose of assisting the Municipality in planning for the disposition of the soon to be vacant Town Hall for a potential affordable housing redevelopment project to promote job creation and economic development (the "Project") within the Municipality at 48 South Main Street, Middleton, MA (the "Site"); and

WHEREAS, the Municipality and MassDevelopment agree that MassDevelopment may

provide certain services in connection with the Project as further described in **Exhibit A** attached hereto and incorporated herein (the “Services”); and

WHEREAS, the Municipality and MassDevelopment intend by this Agreement to establish clearly articulated responsibilities expressly agreed upon by both Parties.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

TERMS

1. **Mutual Obligations.** The Parties agree and acknowledge the following:

(a) Neither MassDevelopment nor the Municipality can guarantee any particular outcome regarding the Services, the Site, the Project, or the future related-municipal actions concerning the Site. This Agreement and the conditions and terms set forth herein are strictly preliminary in nature. Nonetheless, the obligations hereunder shall be performed diligently, reasonably, and in good faith.

(b) The Services shall be performed in a timely and expeditious manner, with a goal of completion by June 30, 2024. However, failure to meet this deadline shall not subject either of the Parties to damages under this Agreement, and shall not constitute an Event of Default (defined below).

(c) The Services may be modified, but only with the prior written consent of both Parties. MassDevelopment may withhold consent to such modification in its sole and absolute discretion.

2. **MassDevelopment Obligations.**

(a) MassDevelopment shall contribute, toward completion of the Services, funds not to exceed Twenty Five Thousand and 00/100 dollars (\$25,000) (the “MassDevelopment Funds”), which shall be provided pursuant to Section 5 below.

(b) MassDevelopment, with prior approval from the Municipality, shall retain consultants to implement the Services, which include, but are not limited to the consultants referenced in **Exhibit A** (the “Consultant Team”). Additionally, MassDevelopment shall manage and oversee the performance of the Consultant Team. MassDevelopment will make good-faith efforts to attend any materially important meetings or Site visits with the Municipality and the Consultant Team.

3. **Municipality Obligations.**

(a) With respect to the Project, the Municipality shall cooperate with MassDevelopment and the Consultant Team, including, without limitation, providing access to

information, access to the Site, and facilitating meetings with Municipality officials and stakeholder community groups as needed.

(b) The Municipality shall provide reasonable in-kind services related to the Services, including staff time, organization of public meetings, and a location in which to hold said public meetings.

(c) The Municipality shall provide all reasonable cooperation, access, consents, data, and such other assistance as may be necessary to facilitate the diligent performance of the Services, MassDevelopment's oversight of the Consultant Team, and any other requirements reasonably related to the Project. The Municipality shall promptly review and comment upon the Consultant Team's work product upon request by MassDevelopment or the Consultant Team. The Municipality shall provide MassDevelopment and the Consultant Team with a single point of contact (the "Point Person") who shall be responsible for: (1) providing any and all assistance as may be reasonably required; (2) providing access to the Site; (3) providing Project-related documentation, regardless of form, and any other information reasonably requested; (4) attendance, facilitation, and sponsorship of meetings, hearings, and other such events as may be reasonably requested, including, without limitation, any necessary advertising and coordination of meetings; (5) working with, and seeking the cooperation of, private-property owners; (6) working with third-party consultants or other parties providing the Services or other services pursuant to this Agreement; and (7) promptly reviewing and commenting on any Project-related deliverables, as may be reasonably necessary. Notwithstanding anything to the contrary in the foregoing sentence, those records which are voluminous may be made available to the Consultant Team in the Municipality's offices during normal business hours.

The Point Person for the Municipality shall be Jackie Bresnahan, Assistant Town Administrator. The Municipality may change its Point Person by giving MassDevelopment prior notice thereof; such notice shall be in writing and shall be deemed given when delivered by hand, via electronic mail, or when received via overnight delivery by a recognized overnight delivery service with confirmation of delivery and shall be addressed to MassDevelopment pursuant to Section 13 below.

(d) The Municipality shall participate in Project-related education or training programs, which may be in on-line or webinar format ("Webinars"), at MassDevelopment's reasonable request. The Municipality shall make reasonable efforts to comply with the practices and methods described in the Webinars.

(e) Reporting.

For five (5) years from the Effective Date, or upon satisfaction of the repayment obligation set forth in Section 6 below, whichever is earlier, the Municipality shall provide annual update reports to MassDevelopment that include Site goals, updates, timelines, and Net Proceeds. The purpose of the update reports is to advise MassDevelopment of the status of the Site and the anticipated timeline for reimbursement of MassDevelopment Funds, as applicable. The annual reports are due on or before July 31st of each calendar year.

(f) The Municipality shall be obligated to repay MassDevelopment for the aggregate amount of MassDevelopment Funds expended for the Project pursuant to Section 6 below.

4. Third-Party Contracts. In carrying out the performance of the Services, MassDevelopment may contract or subcontract with third parties, including the Consultant Team, in MassDevelopment's sole discretion and without the need to obtain prior approval from the Municipality, but consistent with any applicable procurement laws, rules, or regulations, for goods and services, planning, design services, and other consulting services for all activities that MassDevelopment deems necessary or desirable in the course of performing the Services. Unless otherwise agreed by the Municipality, the Municipality shall not have any liability under such contracts between MassDevelopment and third Parties.

5. Contribution of Costs.

(a) Both Parties shall contribute to the cost of the Services, as provided below.

(b) MassDevelopment shall contribute to the cost of the Services an amount not to exceed the MassDevelopment Funds, as defined above. In no event shall MassDevelopment be expected to contribute more than the MassDevelopment Funds. The participation in this Agreement by MassDevelopment does not include or imply any obligation for further action or additional contribution with respect to the Site, the Services, the Project, the Municipality or otherwise.

(c) The Municipality shall contribute an in-kind donation of staff time, as well as the hosting of stakeholder meetings, all related directly to the Site and/or Project. The Municipality shall pay to MassDevelopment Five Thousand Dollars (\$5,000.00) (the "Municipality Funds"). The \$5,000 payment shall be paid to MassDevelopment within thirty (30) days of the Effective Date. The Municipality Funds shall be used by MassDevelopment to pay for a portion of the Services. If, upon completion of the Project, MassDevelopment has not spent the Municipality Funds on the Services, the remaining Municipality Funds shall be retained by MassDevelopment to be used for any purpose whatsoever, but shall be credited against any existing repayment obligation described in Section 6 below, and said credit shall be deemed a repayment in the amount of the remaining Municipality Funds made as of the date of the Project's completion.

(d) The MassDevelopment Funds shall be held by MassDevelopment and used to pay the Consultant Team for performance of the Services.

(e) Any and all MassDevelopment Funds remaining after the expiration of the Term (defined below) or termination of this Agreement shall be the sole property of MassDevelopment and shall in no event be deemed owed to the Municipality.

6. Repayment of MassDevelopment Funds

(a) *Repayment Obligation.* If the Site, or any portion thereof, is sold, conveyed, gifted, demised, ground leased, leased, otherwise transferred, or refinanced, and as a result, the Municipality receives funds that exceed the aggregate amount necessary for repayment of existing monetary liens, mortgage loans, and other debt on the Project and all of the costs incurred by them

in the acquisition, development, ownership, sale, conveyance, gift, demise, ground lease, or other transfer, or refinancing of the Site, or any portion of the Site (the “Net Proceeds”), then the Municipality shall reimburse MassDevelopment the full amount of the Net Proceeds up to the amount of the MassDevelopment Funds disbursed, plus an additional 10% of that amount for MassDevelopment staff time (the “Repayment Amount”), subject to the discount schedule described in subsection (b) below.

(b) *Discount Schedule.* The repayment obligation described in subsection (a) above shall be reduced if the Municipality causes the repayment in accordance with one of the below requirements:

(i) If the Municipality repays to MassDevelopment 25% of the Repayment Amount within one (1) year of the Effective Date, the remainder of the Repayment Amount shall be forgiven and the repayment obligation shall be deemed satisfied.

(ii) If the Municipality repays to MassDevelopment 50% of the Repayment Amount within three (3) years of the Effective Date, the remainder of the Repayment Amount shall be forgiven and the repayment obligation shall be deemed fully satisfied.

(c) *Transaction Notice.* Not less than (30) business days before the Municipality’s sale, conveyance, gift, demise, ground lease, lease, or other transfer, or refinancing of the Site, or any portion thereof, the Municipality shall notify MassDevelopment in writing of the terms of the potential transaction, including, without limitation, the sale price or rental amount of the term of the lease, any transaction costs incurred since the Municipality’s most recent update report, as provided below, the amount of Net Proceeds estimated to be paid to MassDevelopment resulting from such transaction, and if applicable the schedule of payments for the Net Proceeds due to MassDevelopment pursuant to a lease.

(d) *Payment Timing.* At the closing of any sale, conveyance, gift, demise, ground lease, lease, other transfer, or refinancing of the Site, or any portion thereof, through which the Municipality receives Net Proceeds, the Municipality shall reimburse MassDevelopment the Repayment Amount via direct and prompt payment to MassDevelopment in the manner then-prescribed by MassDevelopment in writing. In the event the Municipality leases the Site, or any portion thereof, under which lease periodic payments are due to the Municipality over the term of the lease, the Municipality shall pay one-half of the rent received from each rent payment, via direct payment to MassDevelopment, in the manner then-prescribed by MassDevelopment in writing, within five (5) business days from the date the Municipality receives such rent payments, until the repayment obligation described in subsection (a) above has been fully satisfied.

(e) *Survival.* This Section 6 shall expire 30 years from the Effective Date, **but shall survive any earlier termination or expiration of this Agreement.**

7. Term; Delivery Date for Services. This Agreement shall commence upon the Effective Date and shall expire upon the earlier of completion of the Services or on June 30, 2024, except for those provisions which explicitly or by their nature shall survive termination of the other provisions herein (the “Term”).

8. Ownership and Use of Materials. All materials produced by MassDevelopment or the Consultant Team, including, without limitation, disks, plans, specifications, reports, manuals, pamphlets and articles, shall be the property of MassDevelopment, and shall appropriately designate MassDevelopment as the owner. MassDevelopment shall make these materials available to the Municipality for purposes related to the Project, as reasonably determined by MassDevelopment.

9. Compliance with Laws. In connection with this Agreement, each of the Municipality and MassDevelopment shall, and shall require all of their employees, contractors, and agents to, comply with all federal, state, and local laws, regulations, rules, ordinances and orders of any kind which are applicable to any performance under this Agreement.

10. MassDevelopment Liability. In no event shall MassDevelopment be held liable with respect to: (i) any contract entered into with a third party by the Municipality, whether relating to the subject matter of this Agreement or otherwise; (ii) any recommendations, proposals, suggestions, comments, or actions taken or omitted in connection with this Agreement; or (iii) any work performed by any contractor or consultant as part of the Services provided under this Agreement.

11. Assignability. The Parties hereto shall not assign any rights or interests arising under this Agreement or make any person a third-party beneficiary of this Agreement, without obtaining, on each occasion, the prior written consent of the other Party, which consent may be withheld for any reason or for no reason, in such Party's sole and absolute discretion.

12. Nature of Relationship. The parties acknowledge that MassDevelopment, as an independent contractor with the Municipality, is providing assistance solely for public purposes as set forth herein, and nothing herein shall create an agency relationship, partnership, joint venture, or other ownership relationship between MassDevelopment, any third-party contractor, or the Municipality. MassDevelopment's participation in this Agreement in no way obligates any further action or financial assistance by MassDevelopment. Furthermore, the Parties understand and agree that the ultimate feasibility of the Project, or any other project arising out of this Agreement, or any other agreement, is not being guaranteed or assured by MassDevelopment.

13. Notices. All notices shall be in writing and shall be deemed given when delivered by hand or when deposited in the United States Postal Service via certified or registered first class mail, return receipt requested, or via overnight delivery with confirmation of process and shall be addressed as follows:

To MassDevelopment:	Massachusetts Development Finance Agency 99 High Street, 11 th Floor Boston, Massachusetts 02110 ATTN: Executive Vice President—Real Estate
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With a copy to:	Massachusetts Development Finance Agency 99 High Street, 11th Floor
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Boston, MA 02110
ATTN: General Counsel

To the Municipality: Town of Middleton
48 South Main Street
Middleton, MA 01949
ATTN: Assistant Town Administrator

Any Party may change any of its notification information for the purpose of this Section 13 by giving the other Party prior written notice thereof in accordance herewith.

14. Default and Termination. This Agreement may be terminated:

- (a) At any time, upon the mutual written agreement of the Parties.
- (b) At the option of either Party, for any reason or no reason, upon no less than sixty (60) days' written notice to the other Party.
- (c) By either Party, upon Default (defined below) of the other Party.
- (d) Definitions.
 - (i) "Default" means the failure to cure an Event of Default (defined below) after being given a Notice of Default (defined below) and the expiration of the Cure Period (defined below).
 - (ii) "Event of Default" means a Party's failure to perform or observe any of its obligations under this Agreement, including but not limited to failing to provide the other Party with material information required to perform the Services.
 - (iii) "Notice of Default" means notice given from one Party to the other, setting forth in reasonable detail the Event of Default and identifying the applicable provisions of this Agreement. Upon being given such notice, the Party who sent the notice shall have no further obligation to the receiving Party, until and unless the Event of Default is cured, except for those obligations set forth in Section 6, above.
 - (iv) "Cure Period" means thirty (30) days after a Notice of Default is given, or the additional time, if any, that is reasonably necessary to promptly and diligently cure such Event of Default.

15. Exculpation. There shall be absolutely no personal liability on the part of MassDevelopment, its employees, directors, agents, contractors, subcontractors, invitees or guests, or on the part of the Municipality or any of its employees, agents, contractors, subcontractors, invitees or guests for monetary damages with respect to terms, covenants, and conditions of this

Agreement. This exculpation of personal liability is to be absolute and without exception.

16. Publicity. The Municipality agrees that any public announcement or similar publicity with respect to this Agreement/Project during the term of this Agreement and for five (5) years thereafter will be issued only with the advance approval of MassDevelopment. The Municipality further agrees to credit MassDevelopment in all print, audio, video and internet materials, and all publicity materials (such as press releases, brochures, posters, advertisements and web sites). Such credit shall indicate that funding for the Municipality "has been provided by MassDevelopment."

17. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any actions arising out of this Agreement shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts, which shall have exclusive jurisdiction thereof.

18. Entire Agreement. This Agreement supersedes all earlier letters, conversations, purchase orders, proposals, memoranda and other written and oral communications, and it contains all the terms agreed on by the Parties, with respect to the subject matter hereof, and no changes in, additions to, or subtractions from, this Agreement will be binding on the Parties unless in writing and signed by MassDevelopment and the Municipality.

19. Limitation of Rights. Nothing contained herein shall be construed to confer upon any person other than the Parties hereto any rights, remedies, privileges, benefits or causes of action to any extent whatsoever.

20. Authority to Enter Agreement. Each signatory to this Agreement represents and warrants to the other that it has full power, and has taken all necessary action, to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms.

21. Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be affected thereby.

22. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

23. Dispute Resolution. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between the Town

Administrator and the Executive Vice President-Real Estate for MassDevelopment, who shall use their respective best efforts to resolve such dispute. In the event that the Parties cannot resolve a dispute by such informal negotiations, the Parties agree to submit the dispute to mediation. Within forty-five (45) days following the date on which the dispute was first identified, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request the American Arbitration Association to appoint a mediator. The mediation shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The Parties shall be responsible for equal shares of the costs associated with locating and obtaining the services of a mediator (the "Mediation Costs"). The period for mediation shall commence upon the appointment of the mediator and shall not exceed thirty (30) days, unless such time period is modified by mutual agreement. In the event that (i) the actual Mediation Costs exceed \$ 5,000, or (ii) the period for mediation exceeds the thirty (30) day period specified above, then either Party shall have the option to withdraw from all mediation proceedings without penalty, and the Parties may seek redress in whatever forum may be available to them under applicable law. Notwithstanding the foregoing, in the event that the nature of the Parties' dispute is such that one or both Parties are likely to suffer irreparable harm, such Party or Parties may seek immediate judicial relief without resorting to the mediation process described above.

*[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.
THE NEXT PAGE IS THE SIGNATURE PAGE.]*

This Memorandum of Agreement is hereby EXECUTED by the Parties hereto as of the date first written above.

Approved as to form:

**MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY**

Agency Counsel

By: _____
Name: Tania Hartford
Title: Executive Vice President of Real Estate

TOWN OF MIDDLETON

By: _____
Name: Justin Sultzbach
Title: Town Administrator

[Signature page of Memorandum of Agreement between Massachusetts Development Finance Agency and Town of Middleton]

EXHIBIT A
SCOPE OF SERVICES

**TOWN OF MIDDLETON
EMPLOYMENT AGREEMENT
CHIEF OF POLICE**

THIS AGREEMENT made and entered into on this 21 day of January 2021, by and between the **TOWN OF MIDDLETON**, Massachusetts, a municipal corporation acting by and through its duly elected Board of Selectmen, hereinafter referred to as “**the TOWN**”, and Chief William P. Sampson, hereinafter referred to as “**CHIEF and/or SAMPSON**”.

WHEREAS, the TOWN desires to employ the services of SAMPSON as Chief of Police in the Town of MIDDLETON in accordance with Massachusetts General Laws Chapter 41, section 97; and

WHEREAS, SAMPSON desires to serve as Chief of Police for the TOWN; and

WHEREAS, pursuant to M.G.L. chapter 41, section 108O, it is the desire of the parties to set forth their general understandings to provide for certain benefits and establish certain conditions of employment for said position, consistent with the General Laws of the Commonwealth of Massachusetts, commencing **March 1, 2021 through June 30, 2024**.

NOW THEREFORE, in consideration of the mutual promises herein, the parties set forth their understanding as follows:

1. DUTIES:

SAMPSON shall faithfully perform the duties customarily assumed by a Chief of Police in the Commonwealth of Massachusetts, as well as such other legally permissible and appropriate duties and functions with respect to which the TOWN, acting by and through its Board of Selectmen and Town Administrator, shall assign. SAMPSON will not be subject to the TOWN'S Personnel By-law, except to the extent it is referenced herein, nor shall SAMPSON become a member of any certified collective bargaining unit.

The administrative control of the Police Department for the Town of Middleton shall be the responsibility of the CHIEF OF POLICE.

The Chief's duties shall include but not be limited to the following:

- (a) Supervision of the daily operation of the Police Department.
- (b) Supervision of all departmental personnel.
- (c) Preparation and submission of the Police Department budget.

(d) Submission of reports to the TOWN either orally or in writing when requested or required in order to ensure the proper communication between the TOWN and the Police Department.

(e) Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.

(f) Supervision and control of all Department equipment and motor vehicles belonging to or used by the Police Department.

(g) Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department.

(h) Being in charge of all special, auxiliary and/or reserve police officers, if any.

(i) Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.

(j) Maintaining the discipline of department personnel; the issuing of orders, rules, policies and procedures; and the assignment to shifts and duties of all departmental personnel.

(k) Recommending department regulations to the Board of Selectmen pursuant to G.L. c. 41, § 97.

(l) Being available for hearings before any Board of the TOWN at which the Police Department is required to appear and before Town Meeting when necessary.

(m) Being responsible for planning, organizing, directing, staffing and coordinating police operations.

(n) Being responsible for communications with the public, including the media, on matters related to crime, police operations and department policy.

(o) SAMPSON shall make available to the TOWN all non-confidential information of which SAMPSON shall have any knowledge and shall make all suggestions and recommendations related to public safety that will be of benefit to the TOWN. In performance of his duties, SAMPSON shall report to the Board of Selectmen through the Town Administrator.

(p) SAMPSON shall supervise, direct and be responsible for the efficient administration of all functions under his control.

(q) SAMPSON shall perform all of the aforesaid duties and functions in a timely, competent, and professional manner.

2. WORK SCHEDULE:

It is expressly understood that the position of Chief of Police is a salaried managerial position and that SAMPSON'S hours of work and daily work schedule shall be based upon the needs of the Department. SAMPSON shall devote that amount of time and energy reasonably necessary to faithfully perform the duties of the Chief of Police under this Agreement. In recognition of the hours outside of normal office hours that the Chief of Police must devote to the business of the TOWN, SAMPSON, with the prior approval of the Town Administrator, shall

be allowed to adjust his hours of work at such times as will least adversely impact Departmental operations.

3. TERM:

(a) This Agreement shall be effective as of March 1, 2021. SAMPSON shall be on probation for the first six (6) months of his employment, during which time he may be terminated without cause by vote by the TOWN. After that, this Agreement shall continue in effect until June 30, 2024, unless SAMPSON is removed for just cause as provided under paragraph five below by affirmative vote of at least a majority of the Board of Selectmen present and voting as provided herein.

(b) Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than nine (9) months prior to the end of its initial or any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional one (1) year period.

(c) In the event that SAMPSON intends to resign voluntarily before or at the expiration of the term hereunder, then SAMPSON shall give the TOWN sixty (60) days written notice in advance, unless the parties otherwise agree in writing, in order to allow the TOWN sufficient time to consider the appointment of a replacement. In no event will he be denied accrued vacation time, as the law provides.

(d) As provided in Massachusetts General Law's chapter 41, section 108O, nothing herein shall affect the appointment or removal powers of the TOWN.

(e) Annual development of goals & objectives. Annually, the Town Administrator and Police Chief shall jointly develop specific goals and objectives that are necessary for the proper operation and welfare of the Police Department and shall further jointly establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Method of evaluation. The Town Administrator shall review and evaluate the performance of the Chief of Police on a formal basis at least once annually under the terms and conditions of this Contract. Said review and evaluation shall include, but not be limited to – (1) the Chief's progress and performance on the annual goals and objectives as described above in this section; (2) budgetary/financial administration; (3) personnel administration; (4) supervisor/leadership; (5) staff development; (6) public relations; (7) employee and labor relations; (8) policy execution; and (9) interaction with the Town Administrator as well as other governmental officials, departments, boards and committees.

Written evaluation. Such review and evaluation of performance of the Chief shall be done in conformity with the specific performance goals, objectives and criteria established by the above method. The Town Administrator shall provide the Chief of Police with a written

evaluation report after each formal review and evaluation and shall provide the Chief of Police with an opportunity to discuss the Chief's review and evaluation. If the Chief disputes any portion of the evaluation, then the Chief shall be permitted to memorialize this dispute in writing, detailing the nature of the dispute, and such document shall be attached to and incorporated into the evaluation form, and become a part of the Chief's personnel file.

4. SALARY/BENEFITS:

(a) SAMPSON shall receive the following compensation:

March 1, 2021 – August 31, 2021	\$128,000
September 1, 2021 – February 28, 2022	\$130,000
March 1, 2022 – July 1, 2022	\$132,000
July 1, 2022 – June 30, June 30, 2023	\$132,000 + COLA granted to non-union employees
July 1, 2023 – June 30, 2024	FY23 salary + COLA granted to non-union employees

(b) Said Salary will be paid in bi-weekly installments or at such other intervals as the Town pays other ranking Police Department employees.

(c) It is agreed that Salary shall be pro-rated upon separation from service.

(d) SAMPSON shall be a salaried employee of the TOWN and as such shall be an exempt executive employee for the purposes of the Federal Fair Labor Standards Act, 29 U.S.C., Section 201, *et seq.* In recognition of his administrative, managerial, and command status as an employee, SAMPSON shall not be entitled to overtime pay for work in excess of his normally scheduled hours. SAMPSON agrees to employment as Chief of Police at the above compensation and understands that he shall not be entitled to any additional compensation from the Town by reason of any service that he may perform as Chief of Police during the term hereof. SAMPSON shall not be allowed to receive compensation for details or extra shifts.

(e) SAMPSON shall receive an annual allotment of fifteen (15) days of sick leave, to accrue at the rate of one and one-quarter (1 ¼) sick days per month for each full month of employment. Unused sick leave may be accumulated to a maximum of one-hundred-fifty (150) days. At time of separation or retirement SAMPSON or his estate shall not be entitled to any pay out of accumulated sick days. SAMPSON may participate in the TOWN'S sick leave bank.

(f) Except as expressly provided herein, SAMPSON shall be subject and entitled to the same requirements, benefits and fringe benefits afforded to non-union department heads in accordance with the Town's bylaws and personnel policies.

(g) As a sworn police officer, the Police Chief shall be entitled to injured-on-duty benefits as provided in Chapter 41, Sections 100 and 111F of the Massachusetts General Laws.

(h) SAMPSON shall be entitled to twenty-five (25) days paid vacation, to accrue at the rate of two and one-twelfth ($2 \frac{1}{12}$) vacation days per month for each full month of employment with carryover subject to the Town's bylaws and personnel policies,, and three (3) Personal Days which must be used or forfeited during each fiscal year.

(i) The TOWN agrees it shall not at any time during the term of this Agreement reduce the salary, compensation, or other benefits of SAMPSON, except to the extent that such reduction is evenly applied across-the-board to all general government employees of the TOWN.

(j) SAMPSON shall be entitled to a uniform and cleaning allowance of \$1,500 per fiscal year payable in bi-yearly installments in December and June;

(k) As additional regular compensation, the TOWN will furnish SAMPSON with an unmarked standard police vehicle for his exclusive use, said vehicle to be used in connection with the performance of his duties as Chief of Police and with related professional growth and development activities and for personal use only within a radius of 200 miles, since SAMPSON is "on call" in the event of an emergency. The costs associated with the operation and maintenance of this police vehicle shall be paid by the TOWN.

(l) The Town will furnish SAMPSON with a laptop computer and cell phone for his official use.

5. DISCIPLINE/DISCHARGE:

(a) It is agreed that SAMPSON can be disciplined or discharged only for just cause, upon proper notice, and only after a hearing conducted by, and by vote of the Board of Selectmen, and consistent with the terms in this paragraph. For the purposes of this paragraph, proper notice shall be seven (7) business days' written notice delivery by first class mail or in-person delivery to the SAMPSON's last known address and must set forth the following: (i) the date, time, and location of the hearing; (ii) the charges alleged and the evidence in support thereof in such specificity so that SAMPSON may understand and prepare his defense; and (iii) the range of discipline considered. SAMPSON shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open public hearing. The subject matter to be presented at the hearing shall be only those charges as were specifically detailed in the written notice to SAMPSON. During the hearing, SAMPSON shall have the right to be represented by a representative of his choosing, to question, confront and cross-examine witnesses, to introduce evidence and to conduct oral arguments. In its decision, the Board of Selectmen shall consider only those facts which were presented at the hearing and shall make its findings of fact based upon a preponderance of the evidence presented. SAMPSON shall be provided with a written notice of the findings and decision of the Board of Selectmen and such notice shall include the relevant facts and reasons for their findings. Unless the conduct warrants more serious discipline, the principles of progressive discipline will apply, and the Town recognizes its obligation to provide SAMPSON with performance evaluations.

(b) If the TOWN affirmatively votes to remove SAMPSON for just cause other than gross negligence, willful misconduct, willful dereliction of duty, embezzlement, conduct unbecoming, fraud against the Town, or conviction of a felonious act in office, but expressly excluding inefficiency, incapacity, failure to meet performance standards, or insubordination during the term hereof or requests his resignation, it shall give him at least one hundred and eighty (180) days' written notice as to the effective date of his termination, or provide him with one hundred and eighty (180) days severance pay, or a combination of both notice and severance pay equivalent to at least one hundred and eighty (180) day. SAMPSON's acceptance of these severance benefits shall constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, that SAMPSON may have against the TOWN, including all of its employees, elected or appointed officials, officers, agents, representatives and attorneys of such entities. This paragraph shall survive the termination of this agreement.

6. EXPENSES/DUES/PROFESSIONAL DEVELOPMENT:

(a) Subject to Town Meeting appropriation or other available funding (e.g. grants or Law Enforcement Trust Fund) and approval by the Board of Selectmen, the Town agrees to budget and pay for professional dues and subscriptions of SAMPSON necessary for his continued and full participation in national, state, regional and local associations and organizations necessary and desirable for his continued professional growth and advancement and for the good of the Town, including but not limited to the International Association of Chief of Police, the Police Executive Research Forum, the New England Association of Chief of Police, the Massachusetts Chiefs of Police Association, and the Essex County Chiefs of Police Association.

(b) Subject to Town Meeting appropriation or other available funding (e.g. grants or Law Enforcement Trust Fund) and approval by the Board of Selectmen, the Town agrees to budget and pay for reasonable travel expenses for SAMPSON for professional and official travel, meetings, and occasions required by the duties of his office or for the professional development of SAMPSON. Accordingly, SAMPSON shall be allowed to attend the International Association of Chiefs of Police conference, the Massachusetts Chiefs of Police Association conference, and the New England Association of Chiefs of Police conference each year without loss of vacation or other leave and shall be reimbursed by the Town for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences. Additionally, the Town shall pay for SAMPSON's travel and subsistence expenses for short courses, institutes, and seminars that, in SAMPSON's reasonable judgment, are necessary for professional development.

7. INDEMNIFICATION.

The Town shall defend, save harmless, and indemnify SAMPSON from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, action, or suit, whether groundless or otherwise, arising out of any act or omission if SAMPSON at the time of such act or omission was acting in the performance of his duties as the Police Chief of the TOWN and to the extent allowable by law. This section shall survive the termination of this agreement

8. DEATH DURING TERM OF EMPLOYMENT:

If the CHIEF OF POLICE dies during the term of his/her employment, the TOWN shall pay to the CHIEF'S estate all the compensation which would otherwise be payable to the CHIEF OF POLICE up to the date of the CHIEF'S death, including, but not limited to, payment for any unused leave, excluding sick leave.

9. RESIDENCY

Sampson shall reside within twenty-five (25) miles of MIDDLETON, such distance to be measured from town boundary to town boundary. For the purposes of this section, residence shall mean the actual or principal residence, where he normally eats and sleeps.

10. MISCELLANEOUS:

(a) No change or modification of this Contract shall be valid unless it shall be in writing and signed by both of the parties.

(b) This contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

(c) If any clause or provision of this contract shall be determined to be illegal, unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

(d) This agreement shall be binding and inure to the benefit of the heirs and permitted assigns of the respective parties.

(e) This writing constitutes the complete agreement of the parties as of the date of execution, and supersedes any prior agreements.

(f) Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing, sent by first class mail to the Police Chief's last known address or to the Town's principal office in Town Hall, with a copy to Town Counsel.

(g) No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.

(h) This Agreement shall be executed in duplicate to take effect as a sealed instrument, and each copy thereof shall be deemed an original.

(i) This Employment Agreement is the result of negotiation and compromise by and among the parties and no party shall be prejudiced as having been the drafter of the Employment Agreement.

IN WITNESS WHEREOF, the parties have signed and executed duplicate copies of this Memorandum on the day and year first set forth above,

WITNESS:

William P. Sampson

TOWN OF MIDDLETON
By its Board of Selectmen



Timothy Houten



Kosta Prentakis



Brian Cresta



Andrew J. Sheehan
Town Administrator

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**TOWN OF MIDDLETON
EMPLOYMENT AGREEMENT
FIRE CHIEF**

20th **THIS AGREEMENT**, pursuant to G.L. c. 41, § 108O, made and entered into on this day of September 2022, by and between the **TOWN OF MIDDLETON**, Massachusetts, a municipal corporation acting by and through its duly elected Select Board, hereinafter referred to as “**the TOWN**”, and Chief Douglas LeColst, hereinafter referred as “**CHIEF and/or LeColst**”.

WHEREAS, the TOWN desires to employ the services of LeColst as CHIEF for the administration of the TOWN’s Fire Department and as the TOWN’s Emergency Management Director; and

WHEREAS, the TOWN, under Chapter 41, Section 108O of the General Laws, may contract with the CHIEF for such services; and

WHEREAS, it is the desire of the TOWN to establish a contract providing for the benefits, conditions of employment and working conditions of said CHIEF; and

WHEREAS, it is the desire of the TOWN to retain the services of the CHIEF, and to provide inducement for him to remain in such employment; and

WHEREAS, the CHIEF represents that he is qualified and capable of performing the duties and responsibilities of said position, and

NOW THEREFORE, in consideration of the mutual promises herein, the parties set forth their understanding as follows:

1. DUTIES:

LeColst shall faithfully perform the duties customarily assumed by a CHIEF in the Commonwealth of Massachusetts, as well as such other legally permissible and appropriate duties and functions with respect to which the TOWN, acting by and through its Select Board and Town Administrator, shall assign. The administrative control of the Fire Department of the TOWN shall be the responsibility of the CHIEF, pursuant to M.G.L. c. 48, s. 42. The responsibility for planning, organizing, directing, staffing, coordinating and managing all fire-fighting and emergency medical operations rest with the CHIEF. The CHIEF will also assume the role of Emergency Management Director for his entire tenure as Chief.

The Chief’s duties shall include but not be limited to the following:

- (a) Supervision of the daily operation the Fire Department.
- (b) Coordination of all emergency dispatch activities with the North Shore Regional Emergency Communications Center.

- (c) Supervision of all the full time and call departmental personnel.
- (d) Performance of the duties of Emergency Management Director for the TOWN.
- (e) Supervision of the daily operation of the TOWN Ambulances.
- (f) Maintaining the discipline of Department personnel; the issuing of orders, rules, regulations, policies and standard operating procedures (SOPs); and the assignment to tours, shifts and duties of all departmental personnel.
- (g) Supervision and control of all assignment of personnel to such programs.
- (h) Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- (i) Establishment of uniforms, equipment and vehicle specifications for the Fire Department.
- (j) Preparation and submission of the Fire Department budget.
- (k) Responsibility for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.
- (l) Supervision and control of all Department equipment and motor vehicles belonging to or used by the Fire Department.
- (m) Being available for hearings before any Board of the TOWN at which the Fire Department is required to appear and before the Town Meeting when necessary.
- (n) Submission of reports to the TOWN either orally or in writing when requested or required in order to ensure the proper communication between the TOWN and the Fire Department.
- (o) Being responsible for communications with the public, including the media, on matters related to fire safety, fire operations and department policy.

2. **WORK SCHEDULE:**

It is expressly understood that the position of CHIEF is a salaried managerial position and that LeColst's hours of work and daily work schedule shall be based upon the needs of the Department. LeColst shall devote that amount of time and energy reasonably necessary to faithfully perform the duties of the CHIEF under this Agreement. In recognition of the hours outside of normal office hours that the CHIEF must devote to the business of the TOWN, LeColst, with the prior approval of the Town Administrator, shall be allowed to adjust his hours of work at such times as will least adversely impact Departmental operations. The scheduling of any vacation leave or compensatory time may require the assignment of an Officer in Charge for the operation of the Fire Department, at the sole discretion of the CHIEF subject to available budgeted funds.

3. **TERM:**

- (a) This Agreement shall be effective as of **September 21, 2022**. LeColst shall be on probation for the first six (6) months of his employment, during which time he may be

terminated without cause by vote by the TOWN. After that, this Agreement shall continue in effect until **June 30, 2025**, unless LeColst is removed for just cause as provided under paragraph five below by affirmative vote of at least a majority of the Select Board present and voting as provided herein.

(b) Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than nine (9) months prior to the end of its initial or any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional one (1) year period.

(c) In the event that LeColst intends to resign voluntarily before or at the expiration of the term hereunder, then LeColst shall give the TOWN sixty (60) days written notice in advance, unless the parties otherwise agree in writing, in order to allow the TOWN sufficient time to consider the appointment of a replacement. In no event will he be denied accrued vacation time, as the law provides.

(d) As provided in Massachusetts General Law's chapter 41, section 108O, nothing herein shall affect the appointment or removal powers of the TOWN.

(e) Annual development of goals & objectives. Annually, the Town Administrator and CHIEF shall jointly develop specific goals and objectives that are necessary for the proper operation and welfare of the Fire Department and shall further jointly establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Method of evaluation. The Town Administrator shall review and evaluate the performance of the CHIEF on a formal basis at least once annually under the terms and conditions of this Contract. Said review and evaluation shall include, but not be limited to – (1) the Chief's progress and performance on the annual goals and objectives as described above in this section; (2) budgetary/financial administration; (3) personnel administration; (4) supervisor/leadership; (5) staff development; (6) public relations; (7) employee and labor relations; (8) policy execution; and (9) interaction with the Town Administrator as well as other governmental officials, departments, boards and committees.

Written evaluation. Such review and evaluation of performance of the Chief shall be done in conformity with the specific performance goals, objectives and criteria established by the above method. The Town Administrator shall provide the CHIEF with a written evaluation report after each formal review and evaluation and shall provide the CHIEF with an opportunity to discuss the Chief's review and evaluation. If the Chief disputes any portion of the evaluation, then the Chief shall be permitted to memorialize this dispute in writing, detailing the nature of the dispute, and such document shall be attached to and incorporated into the evaluation form, and become a part of the Chief's personnel file.

4. INDEMNIFICATION

The Town shall defend, save harmless, and indemnify LeColst from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, action, or suit, whether groundless or otherwise, arising out of any act or omission if LeColst at the time of such act or omission was acting in the performance of his duties as the CHIEF of the TOWN and to the extent allowable by law. This section shall survive the termination of this agreement.

5. INSURANCE

(a) Professional Liability: The TOWN agrees to furnish at its expense professional liability insurance for the CHIEF.

(b) Miscellaneous: The CHIEF shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible. The TOWN agrees to contribute towards the cost of such insurance programs an amount or percentage not less than the highest applicable amount or percentage available to officers of any rank of the Fire Department.

(c) Injured on Duty: As a sworn member of the Fire Department, The CHIEF shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

6. DETAILS

The CHIEF shall not work paid Fire Department details.

7. HOLIDAYS

Pursuant to M.G.L. Chapter 48 Section 57E, The TOWN agrees that the CHIEF is "on duty" for each of the holidays granted under the Town of Middleton-MFFA local 3097 and is entitled to an additional day's pay for each said holiday, above his regular salary compensation.

8. DUES AND SUBSCRIPTIONS

Subject to budgetary appropriation and as approved by the TOWN, the TOWN agrees to budget and to pay for the professional dues and subscriptions of the CHIEF for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, and for the good of the TOWN, including but not limited to the International Fire Chiefs Association, The New England Fire Chiefs Association, The Massachusetts Fire Chiefs and the Essex County Fire Chiefs Association. In conjunction with requesting compensation or reimbursement, the CHIEF shall provide the Select Board with a list of the organizations and associations for which he paid dues and subscriptions.

9. AUTOMOBILE

(a) The TOWN shall provide a vehicle for use by the CHIEF at the and pay for all attendant operating and maintenance expenses and insurance. Said vehicle, if purchased by the TOWN, is to be used by the CHIEF in connection with the performance of his duties as CHIEF. Since the CHIEF is "on call" in the event of emergency, there shall be no restrictions on the use of the vehicle.

(b) At reasonable times the CHIEF shall provide the TOWN with an accounting of professional and personal use of the vehicle.

10. PROFESSIONAL DEVELOPMENT

(a) The TOWN recognizes its obligations to the professional development of the CHIEF, and agrees that the CHIEF shall be given adequate opportunities to develop his skills and abilities as a fire chief and administrator; accordingly, the CHIEF will be allowed to attend the Massachusetts, New England, and the International Fire Chiefs Association training conferences each year without loss of vacation or other leave, and will be reimbursed by the TOWN for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences.

(b) Subject to budgetary appropriation and as approved by the TOWN, the TOWN agrees to budget and pay for travel and subsistence expenses of the CHIEF for short courses, institutes, and seminars that, in the chief's reasonable judgment, are necessary for his professional development.

11. DEATH DURING TERM OF EMPLOYMENT

If the CHIEF dies during the term of his employment, the TOWN shall pay to the CHIEF'S estate all the compensation which would otherwise be payable to the CHIEF up to the date of the CHIEF'S death, including, but not limited to, payment for any unused leave days.

12. NO REDUCTION OF BENEFITS

The TOWN agrees that it shall not at any time during the term of this Contract reduce the salary, compensation or other benefits of the CHIEF, except to the extent that such reduction is evenly applied across-the-board for all employees of the TOWN.

13. MODIFICATION

No change or modification of this Contract shall be valid unless it shall be in writing and signed by both of the parties.

14. PARAMEDIC RECERTIFICATION

The TOWN will reimburse the costs of the mandatory refresher courses and recertification in order to maintain current Paramedic, Advanced Cardiac Life Support Certification, and Pediatric Advanced Life Support certification statuses.

15. OUTSIDE BUSINESS INTERESTS

It is recognized that occasionally people may have business interests outside their full time jobs, but it is acknowledged and agreed that the CHIEF shall not let any such interests interfere in any manner with the responsibilities of full time fire chief. In all cases, the Town's interests shall take precedence.

16. SALARY/BENEFITS:

(a) LeColst shall receive the following compensation as CHIEF and EMERGENCY MANAGEMENT DIRECTOR:

September 19, 2022 – June 30, 2023	\$133,000 (pro-rated)
July 1, 2023 – June 30, 2024	\$134,000 plus COLA and Merit
July 1, 2024 – June 30, 2025	FY 24 plus COLA and Merit

(b) Said Salary will be paid in bi-weekly installments or at such other intervals as the Town pays other ranking Fire Department employees.

(c) It is agreed that Salary shall be pro-rated upon separation from service.

(d) It is agreed that the CHIEF be subject to any merit-based pay program instituted for non-union employees.

(e) LeColst shall be a salaried employee of the TOWN and as such shall be an exempt executive employee for the purposes of the Federal Fair Labor Standards Act, 29 U.S.C., Section 201, *et seq.* In recognition of his administrative, managerial, and command status as an employee, LeColst shall not be entitled to overtime pay for work in excess of his normally scheduled hours. LeColst agrees to employment as CHIEF at the above compensation and understands that he shall not be entitled to any additional compensation from the Town by reason of any service that he may perform as CHIEF during the term hereof. LeColst shall not be allowed to receive compensation for details or extra shifts.

(f) LeColst shall receive the same number of vacation days, personal days, bereavement days, uniform and cleaning allowance, health and life insurance, and all other benefits as do any of the regular firefighters of any rank of the Town, with the exception of an additional one-time \$1,000, to be paid out within the first six (6) months of the contract, specifically for the purchase of a Class A uniform. Except as expressly provided herein, LeColst

shall be subject and entitled to the same requirements, benefits and fringe benefits afforded to non-union department heads in accordance with the TOWN's bylaws and personnel policies.

(g) LeColst shall receive an annual pro-rated allotment of fifteen (15) days of sick leave, to accrue at the rate of one and one-quarter (1 ¼) sick days per month for each full month of employment. Unused sick leave may be accumulated to a maximum of one-hundred-fifty (150) days. At time of separation or retirement LeColst or his estate shall not be entitled to any pay out of accumulated sick days. LeColst may participate in the TOWN'S sick leave bank.

(h) The Town will furnish LeColst with a laptop computer and cell phone for his official use or reimbursement under the Town's cell phone policy. If the CHIEF's phone, under the reimbursement option, is damaged in the course of duty, the Town will fund the cost of a replacement phone of the same value of the damaged phone.

(i) The CHIEF shall receive annually the sum of Four Thousand Four Hundred Dollars (\$4,400) for his paramedic certification to be paid out in the same timing and manner as members of the Fire Department.

17. RESIDENCY

LeColst shall reside within fifteen (15) miles of MIDDLETON, such distance to be measured from town boundary to town boundary. For the purposes of this section, residence shall mean the actual or principal residence, where he normally eats and sleeps.

18. MISCELLANEOUS:

(a) No change or modification of this Contract shall be valid unless it shall be in writing and signed by both of the parties.

(b) This contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

(c) If any clause or provision of this contract shall be determined to be illegal, unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

(d) This agreement shall be binding and inure to the benefit of the heirs and permitted assigns of the respective parties.

(e) This writing constitutes the complete agreement of the parties as of the date of execution, and supersedes any prior agreements.

(f) Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing, sent by first class mail to the CHIEF's last known address or to the Town's principal office in Town Hall, with a copy to Town Counsel.

(g) No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.

(h) This Agreement shall be executed in duplicate to take effect as a sealed instrument, and each copy thereof shall be deemed an original.

(i) This Employment Agreement is the result of negotiation and compromise by and among the parties and no party shall be prejudiced as having been the drafter of the Employment Agreement.

IN WITNESS WHEREOF, the parties have signed and executed duplicate copies of this Memorandum on the day and year first set forth above,

WITNESS:


Douglas LeColst

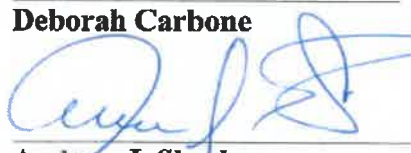
TOWN OF MIDDLETON
By its Select Board


Kosta Prentakis


Jeff Garber


Brian Cresta


Richard Kassiotis

Deborah Carbone

Andrew J. Sheehan
Town Administrator