

**MIDDLETON SELECT BOARD**  
**MEETING AGENDA**  
**FULLER MEADOW ELEMENTARY SCHOOL**  
**NATHAN MEDIA CENTER**  
**143 SOUTH MAIN STREET, MIDDLETON, MA 01949**  
**TUESDAY, SEPTEMBER 3<sup>RD</sup>, 2024**

**6:00 PM**

*This meeting is being recorded*

6:00 pm     1. Business

- a. Warrant: 2504, 2505, and FP 42, 43
- b. Minutes: Open Session, August 13, 2024
- c. Town Administrator Updates and Reports

6:05 pm     2. Public Comment

6:10 pm     3. Middleton Municipal Campus Updates

- a. Project Updates
- b. Approval of Recommendations from Building Committee on contracts and add alternate #2

6:20 pm     4. DPW Fire After Action Report with Chief LeColst

6:35 pm     5. Acting Detective Seargent Request with Chief Sampson

6:45 pm     6. Award Essex-DeBush Water Infrastructure Contract

6:50 pm     7. Review TEC Proposal Rt 114-62 Boston St through Memorial Hall parcel

7:00 pm     8. Review Minco Locust Street Appraisal

7:10 pm     9. Review the application of JY Inc. D/B/A Vinum Liquors, 232-B South Main Street, Manager Jay Patel for a Transfer of License and Pledge of Collateral for the All Alcohol Beverages Off-Premise Package Store currently held by Vinum Wine Shop, Manager John Miller, 232-B South Main Street

7:20 pm     10. Acceptance of Tri-Town School Union Regional Planning Board 2022-2023 Final Report

7:25 pm     11. Executive Session pursuant to G.L. c. 30A, s. 21(a)(2) To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel: Police Captain

7:40 pm     12. Executive Session pursuant to G.L. c. 30A, s. 21(a)(6) To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body: South Main Street, Parcel 0029-0000-0071.

8:00 pm     13. Updates & Announcements

Upcoming Meetings:

September 17  
October 8, 22,

Regular Select Board Meeting  
Regular Select Board Meeting

*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.*

MEETING MINUTES  
MIDDLETON SELECT BOARD MEETING  
FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER  
143 SOUTH MAIN STREET, MIDDLETON, MA 01949  
August 13, 2024 at 4 PM

With a quorum present the Chair called the meeting to order at 4 pm.

Select Board present: Rick Kassiotis, Chair; Debbie Carbone, Clerk; Jeff Garber; Kosta Prentakis.

Not present: Brian Cresta.

Also attending: Justin Sultzbach, Town Administrator; Jackie Bresnahan Assistant Town Administrator; others as noted.

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**Business**

**a. Warrant** 2503 /August 8, 2024: Payroll: \$ 644,201; Bills Payable: \$ 4,759,835 ; FP41: \$ 1,855,900

The Town Accountant/Finance Director Sarah Wood has reviewed the warrant and requested the Board's approval. Town Administrator Sultzbach provided a brief overview of the warrant presented for approval. He made note of the payroll overtime expense for Public Safety payroll due to a significant staffing shortage of the Fire & Police Departments. He cautioned this trend would continue, and stated even though the override failed at town meeting that would have funded additional fire/police, the need has not gone away. K. Prentakis referenced the quarterly reports which will include the statistics of how many shifts there were that the departments had to go with less than the normal staffing. The Board made other observations on the impact of the department shortages to the town.

*On a motion by Prentakis, seconded by Garber, the Board voted unanimously to approve Warrant 2503 & FP41.*

**b. Minutes:** July 30, 2024

*On a motion by Prentakis seconded by Garber, the Board voted unanimously by roll call to approve the minutes as presented.*

**c. Town Administrator Updates & Reports-** *This report is posted on the Town website.*

- The Town advertised for our recently vacated Town Planner position, with an update expected for your September meeting.
- A meeting is scheduled this week with MSBA for the Fuller Meadow Roof. Thank you to Superintendent Morrison for coordinating.
- The Fuller Meadow Parking Project is nearing completion for Phase 1.
- Raised Tables were installed today at Washington & Central Streets.
- The Essex & Debush Water Looping project has gone out to bid, with responses expected back later in August.
- As a reminder, International Overdose Awareness Day is August 31<sup>st</sup>. Middleton will be hosting an event on August 28<sup>th</sup> from 3:30-5:30, with a ceremony at 6pm.
- Our books have been closed for FY24. A huge thanks to Finance Director Wood and her staff for all of the work that goes into this process.
- We are on target for Free Cash to be certified within the next month.
- We held a productive direct abutter meeting last week to discuss options for the Mill Pond Dam; this is on the agenda tonight for additional discussion.
- BCA Architects will join us next week to begin the conditions assessment process for the Flint Public Library.

The Board discussed parking at the Fuller Meadow School and the northernly abutting land owner's lack of response to the Town's inquiries regarding the use/purchase of the undeveloped wooded property. The Town Administrator and Superintendent continue to consider all options for parking and queuing at the school and the challenges of Route 114. J. Sultzbach will prepare options and provide an update at a future meeting.

*Draft*

K. Prentakis updated the Board on the Masco representative group meeting which will be expanded to include the Town Administrators, a Finance Committee member, Select Board Chair, a School Committee member from each town and the Superintendent for the next meeting regarding capital repairs.

**2. Public Comment – There was none.**

**3. Middleton Municipal Campus Updates**

- Project Updates
- Acceptance of grants: EVIP Grant for Middleton Municipal Campus - \$80K

J. Sultzbach provided the update on the Municipal project saying construction is ahead of schedule and foundations are being completed. The steel delivery is anticipated for early September. The project remains on budget.

J. Sultzbach announced the Town was awarded a \$80,000 grant for Electric Vehicle charging stations. J. Bresnahan further explained the Town is working on a service agreement for the EV charger provider to provide credit card payment for the use of the charger, and the company will then issue the town quarterly payments which will be used to pay that electric bill; the Town sets the fee which can include administrative costs as well as the electricity.

*On a motion by Prentakis, seconded by Garber, the Board voted unanimously to accept the EVIP Grant.*

**4. Update on Administrative Services Coordinator and other organizational needs** - J. Sultzbach reviewed at the last meeting the Board authorized an increase in the base salary for the Administrative position in the Town Administrator office in response to the lack of applications received. The Board had tasked the Town Administrator and Assistant Town Administrator to identify long term needs of the office and if expanding the hours was warranted. In summary, they maintained the top priority was public safety and the recommendation was not to increase the Administrative hours at this time. Since the updated posting, the Town received five applications for the position. If no applicant is determined to be suitable for the position, this will be brought back to the Board for further discussion.

J. Sultzbach went on to talk about filling the Town Planner position and if there was value in exploring a more clerical roll for that position. He reviewed the former Planner applied for grants and in part, funded the position. He recommended going forward with the hiring of a Town Planner.

**J. Garber expressed hesitations about spending funds on a new Town Planner while public safety has an unfunded staffing crisis.**

D. Carbone spoke in support of a Town Planner as a vital position and cited a Planner considers growth and development in the town, which becomes the tax base/budget. The Town Planner has the knowledge and expertise to assist applicants through the process.

**5. Verizon License Recommendation**

J. Bresnahan spoke on this agenda item and recalled the cable ascertainment hearing in November of 2022 for Comcast when the goals for the public education and government programing (PEG) were discussed. The Town settled a 10 year contract with Comcast. The Verizon contract is now due. This is a five year license for Verizon to operate in Middleton and directly contributes to the cost of public access programing, the same as Comcast; currently the cost for this service is about \$155,000. J. Bresnahan noted in the new municipal building there will be multiple rooms available to host meetings and broadcast to the public.

*On a motion by Garber, seconded by Carbone, the Board voted unanimously to approve the (5-year) Verizon License Agreement.*

**6. Review TEC Proposal** Boston St to Maple St through Memorial Hall parcel - J. Sultzbach spoke on the updated proposal from TEC received earlier in the day. The original proposal was received August 1, but he had requested additional clarification on the portions of the proposal.

J. Sultzbach requested to defer this to the September meeting to allow him time to review the proposal in detail. The Board took no action at this time.

**7. Handbook Update & Vote of Approval** - J. Bresnahan introduced the updates on the Employee Handbook which required a meeting with employees and making changes at a public meeting of the Select Board. The focus on the changes was to address employee retention, and recruitment. Town Counsel assisted with the necessary legal updates and informational sessions were held over the summer for employees. J. Bresnahan summarized the changes as provided in the meeting packet. Once approved, an electronic copy of the Handbook will be sent to each employee. The Board was asked to set the effective date retroactive to July 1, 2024 to be in line with the Fiscal Year.

*On a motion by Carbone, seconded by Garber, the Board voted unanimously to accept the Employee Handbook update as written with thank you to everyone that put in valuable efforts to update and execute the draft.*

**8. Amendment to Town Field Use Policy** – Paul Goodwin, DPW Superintendent was present and participated in this discussion. The Board noted there have been issues with trash being left behind on Town Fields, but the proposed amendment to the Field Policy was requested by the Board of Health to sign off on all camp permits issued by the DPW for field use. Under Mass General Law, even if the group does not identify as a camp but provides a place where children are gathering and participating in activities, it is a camp under the state's definition and requires the Board of Health to sign off on the permit.

*On a motion by Prentakis, seconded by Carbone, the Board voted unanimously to approve the amendment to Town Field Use Policy.*

**9. Town Administrator Evaluation** - *In the absence of member B. Cresta, this agenda item was deferred to the next meeting of a full board.*

**10. Discussion on Affordable Homes Act (House Bill 4977)** – J. Sultzbach referenced the summaries from Town Counsel and the MAPC highlighting the points of the Affordable Homes Act and gave a brief overview of applicable provisions to Middleton, specifically Accessory Dwelling Units (ADU) which permits one ADU on a lot, in accordance with restrictions being less than half the size of the original house or 900 sq. feet or less, whichever is smaller, and subject to other regulations, i.e. septic.

It was anticipated the Planning Board would discuss this at an upcoming meeting. The Board had general questions and comments related to the act.

**11. Mill Pond Dam Discussion** – Fire Chief LeColst, Kristin Kent, Conservation Agent & Paul Goodwin, DPW Superintendent were present for this agenda item. J. Sultzbach, J. Garber, and D. Carbone met with residents after becoming aware that Mill Pond water level was significantly lowered this past season to relieve stress on the structure after the State determined this was a "high hazard" dam; the state will continue to monitor the dam. It was noted the dam is privately owned and the owner cannot be forced to do repairs. J. Sultzbach noted the Dam & Seawall Repair grants are awarded according to criteria and it's the State's preference to remove a dam, although funding may be available to put towards saving a dam when there is an active community group interest. **J. Sultzbach further noted that the use of public funds would require a more formalized public access to the body of water, possibly using an abutting town-owned lot for a CPC project. It would not be appropriate to use public funds to maintain a private asset.**

K. Kent noted minor repairs have been done the past 10 years and yesterday, the town received an emergency action plan from the state if the dam fails. There are two culverts in the area.

The meeting was open to the public.

Ron Draper, Acorn Street: Spoke in concern of the need of new wells, loss of property value and wildlife if the dam is not repaired. He was supportive of repairs being made to the dam in order to maintain the structure. He believed the consensus of the abutters was to keep the dam and possibly form an association. He observed an engineering study was needed done to determine the repairs to stabilize the structure. J. Sultzbach offered the town's assistance to residents in communicating directly with the State or negotiating with the land owner.

*Draft*

The owner of the dam was believed to live out of state after selling the dwelling, but the pond and dam were not conveyed in the sale. The owner needs to authorize access. The Town was not interested in owning the dam due to the liability and debt service, but would seek legal advice to help residents/an association.

A. Jones, Peabody Street, voiced concern there are no fire hydrants for some of the homes in the area and fire suppression is dependent on the water in the pond. The Fire Chief responded although the pond is a resource for water, the town has a 2500 gallon tanker that would be utilized and homes are safe.

There was mention of applying for Community Preservation Funds .

Next step was for residents to determine if there is enough interest to form a group. K. Kent will be the contact.

**Upcoming Select Board Meetings:** September 3 & 17

**Adjourn:** The Board voted unanimously to adjourn at 5:44 pm.

Respectfully submitted by

Catherine E. Tinsley

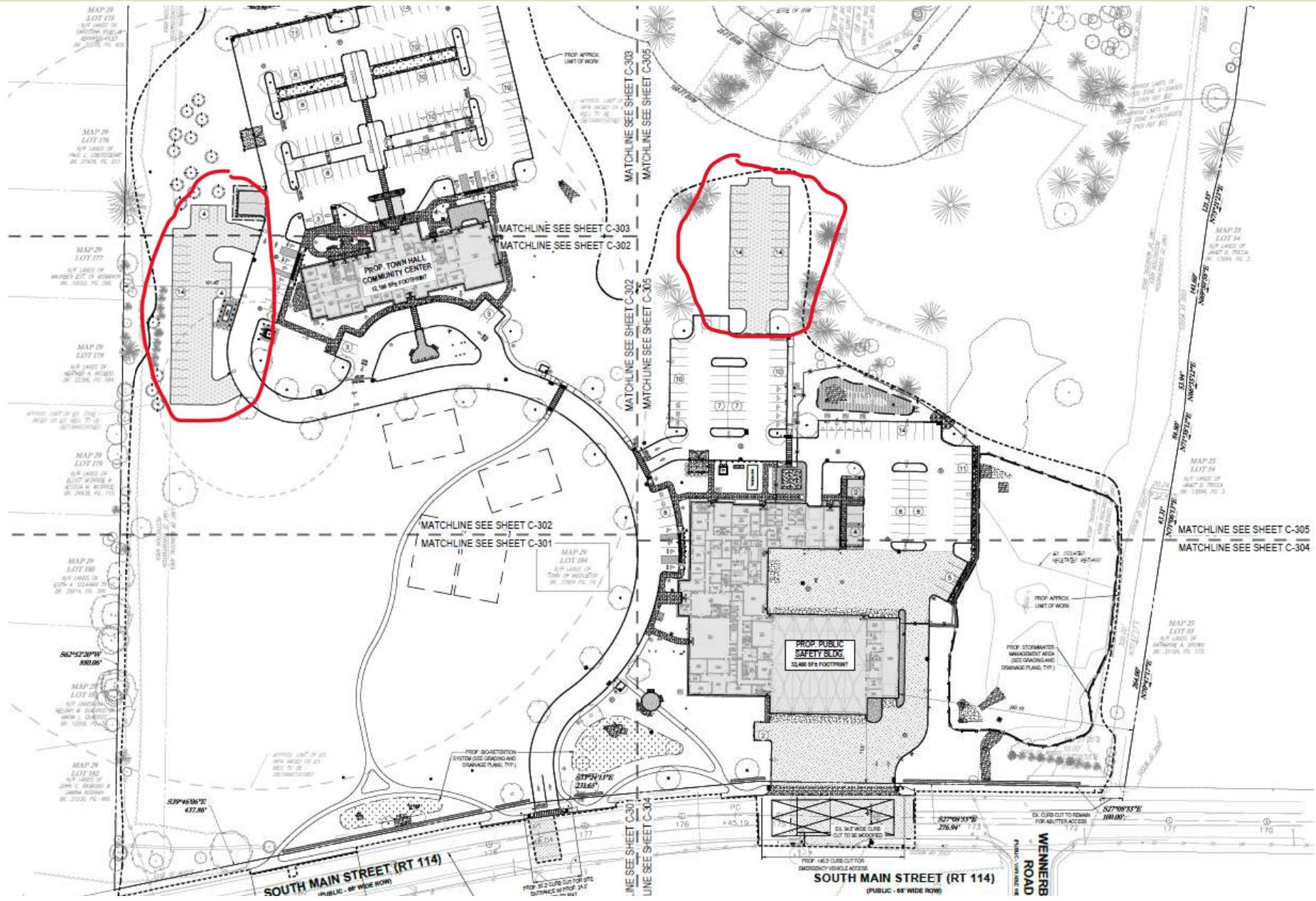
Catherine Tinsley, Recording Secretary

Debbie Carbone, Select Board Clerk

**Documents** either distributed to the Select Board before the meeting in a packet or at the meeting:

- Warrant 2503
- Minutes – July 30, 2024
- Town Administrator Report
- Commonwealth of Massachusetts Agreement: Massachusetts Department of Environmental Protection \* Town of Middleton & attachments
- KP Law, William Hewig III, Executive Summary of Verizon Renewal License – 9.9.24
- Cable Television Renewal License: Granted to Verizon New England INC, 11.19.24
- J. Bresnahan Email Re: Proposed Employee Handbook Changes for August 13, 2024 Select Board Meeting
- Town of Middleton Personnel Policies & Procedures – Draft
- Town of Middleton Interim Generative Artificial Intelligence Policy
- Middleton Field Use Policy
- P. Goodwin Email Re Field Use Policy 7.30.24
- Mead Talerman & Costa LLC Attorneys at Law Advisory Re: The Affordable Homes Act Summary of Legislative Changes

## Add Alternate #2 – Permeable Parking Areas



# Add Alternate #2 – Permeable Parking Areas

<b>INITIAL CONTRACT AND PREVIOUS AMENDMENTS</b>	
Original Contract - Preconstruction Services	\$124,910
Amendment #1: RTA 1 Trade Bids + RTA 2 Priority Non-Trades	\$39,088,652
<b>Total Initial Contract and Previous Amendments</b>	<b>\$39,213,562</b>
<b>Amendment #2: GMP Amendment</b>	
Cost of Work (all remaining scope)	\$14,993,142
Alternate 1 - Parking Canopies: Provide parking canopies in the secure police parking lot and in the Town Hall Central West Parking lot	\$274,050
Alternate 2A - Permeable Parking Town Hall: Provide permeable overflow parking lot off the drive to Town Hall	\$161,678
Alternate 2B - Permeable Parking Public Safety: Provide permeable overflow parking lot off the PSB visitor parking lot	\$130,522
Alternate 3 - Gazebo: Provide Gazebo per 32 28 00 complete with concrete, civil work and pavers	\$248,849
General Conditions	Included in Cost of Work (see Attachment B)
General Requirements	Included in Cost of Work (see Attachment C)
GMP - INSURANCE & BOND	\$840,998
GMP - FEE	\$1,101,998
GMP CONTINGENCY	\$1,159,998
<b>Total Amount of this Amendment</b>	<b>\$18,911,235</b>
<b>TOTAL CONTRACT AMOUNT</b>	
<b>TOTAL CONSTRUCTION GMP (excludes Preconstruction fees and expenses)</b>	
	\$57,999,887



**From:** Alex Liousas <aliousas@pca360.com>  
**Sent:** Wednesday, August 21, 2024 8:18 AM  
**To:** Jackie Bresnahan; Welch, Liam; ccousens@danversma.gov; Brian LaRoche  
**Subject:** MMC - Security & CCTV - Proposal  
**Attachments:** PSB-Security-Ockers.pdf; THCC-Security-Ockers.pdf

[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.

Good Morning,

Ockers has prepared the bid to reflect the 30-day video storage over 10 years, a difference of \$112,024. Their price, with all the ten-year expenses included, was competitive and the thoroughness in their choice of equipment and its compatibility with existing town systems set them apart from the other bidders. I let them know that we will be recommending them to the MBC at the end of the month.

Proposal Cost Summary (30 day storage)

PSB - \$457,540.44

THCC- \$235,136.30

**Total - \$692,676.74**

Previous Cost Summary (60 day storage)

PSB - \$535,662.44

THCC- \$269,038.30

**Total - \$804,700.74**

Best regards,

Alex Liousas



75 Second Ave, Suite 305

Needham, MA 02494

[www.pca360.com](http://www.pca360.com)

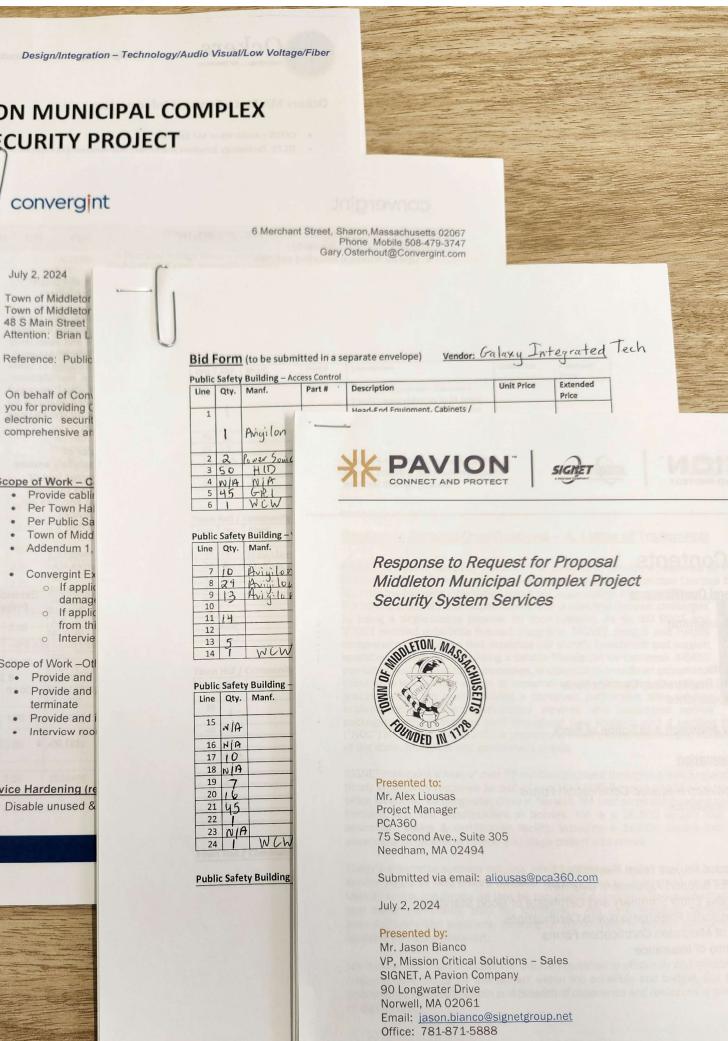
T: 617.723.5056

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3b

# Security, CCTV, Intrusion – Request for Proposals



Middleton Municipal Complex - Security Bid Levelling					
	SIGNET	CONVERGINT	OCKERS	GALAXY	GENERAL NOTES
<b>PUBLIC SAFETY BUILDING</b>					
ACCESS CONTROL	\$62,440.00	\$83,449.85		\$61,328.78	Ocker's did not break
VIDEO	\$93,500.00	\$183,960.89		\$253,368.96	requested in bid. They
INTRUSION	\$14,395.00	\$4,618.83		\$8,959.21	equipment.
<b>SUBTOTAL EQUIP</b>	\$170,335.00	\$272,029.57		\$323,656.95	
<b>SPECIALIST PROGRAMMING</b>	\$40,500.00				
<b>NETWORK EQUIP</b>	\$5,000.00	\$22,503.67			
<b>SPECIALIST TESTING</b>	\$10,000.00				
<b>INSTALLATION LABOR</b>	\$126,500.00	\$126,066.32		\$213,429.33	
<b>TOTAL - PSB</b>	<b>\$352,335.00</b>	<b>\$420,599.56</b>	<b>\$528,555.00</b>	<b>\$537,086.28</b>	Convergint, Ockers and Avigilon equipment
<b>TOWN HALL</b>					
ACCESS CONTROL	\$25,625.00	\$32,605.28		\$35,188.15	Signet bid on Genetec
VIDEO	\$43,970.00	\$81,147.83		\$153,129.76	source, non-proprieta
INTRUSION	\$11,070.00	\$3,152.48		\$10,484.25	
<b>SUBTOTAL EQUIP</b>	\$80,665.00	\$116,905.59		\$198,802.16	
<b>SPECIALIST PROGRAMMING</b>	\$17,750.00				
<b>NETWORK EQUIP</b>	\$3,500.00	\$12,283.79			
<b>SPECIALIST TESTING</b>	\$5,000.00				
<b>INSTALLATION LABOR</b>	\$55,500.00	\$54,028.42		\$106,714.67	
<b>TOTAL - TH</b>	<b>\$162,415.00</b>	<b>\$183,217.80</b>	<b>\$273,232.00</b>	<b>\$305,516.83</b>	Convergint included a each building's itemized
<b>EQUIPMENT TOTAL</b>	\$251,000.00	\$388,935.16		\$522,459.11	
<b>CONSUMABLES</b>	\$4,250.00				
<b>SPECIALIST PROGRAMMING</b>	\$58,250.00				
<b>NETWORK EQUIP</b>	\$8,500.00				
<b>PROFESSIONAL SERVICES</b>	\$3,000.00	\$22,752.00			
<b>PROJECT MANAGEMENT</b>	\$15,000.00	\$36,369.60			
<b>SPECIALIST TESTING</b>	\$14,500.00				
<b>INSTALLATION LABOR</b>	\$182,000.00	\$102,115.20		\$279,769.00	
<b>ENGINEERING/DRAFTING/CAD</b>	\$750.00	\$18,861.50			
<b>LIFT/BUCKET TRUCK RENTAL</b>		\$14,448.39			
<b>WARRANTY</b>	\$7,950.00	\$26,797.23			
<b>LICENSES</b>					
<b>INTRUSION ALARM MONITORING 1yr</b>	\$250.00				
<b>PROJECT TOTAL</b>	<b>\$545,450.00</b>	<b>\$610,279.08</b>	<b>\$801,787.00</b>	<b>\$802,228.11</b>	
<b>LEVELLED BIDS W/ 10YR EXPENSES</b>	<b>\$947,400.00</b>	<b>\$737,226.00</b>	<b>\$ 692,677.00</b>	<b>DNP</b>	



We have prepared a quote for you

**ITC71, Middleton Municipal Complex - RFP-Security  
System Services #2 PUBLIC SAFETY BUILDING**

Quote # 006671

Version 1

Prepared for:

**Town of Middleton**

Middleton Municipal Complex

Ilene Twiss

[Ilene.Twiss@middletonma.gov](mailto:Ilene.Twiss@middletonma.gov)

## Hardware

Description		Price	Qty	Ext. Price
<b>Middleton Municipal Complex- Public Safety Building</b>				
SYS-16ENT-DVE6	<b>Avigilon Core Series 16 Port 12/24 Smart Hub, 16 Entry Capacity, Power Supply: FPV Series, E2 Enclosure</b>	\$3,882.00	3	\$11,646.00
OP-16EM	<b>Avigilon Elevator Expansion Board with 2 Redaer inputs. 16 voltage inputs, 16 outputs.</b>	\$565.00	2	\$1,130.00
OP-ECL1-PS1224	<b>Avigilon Life Safety Power Supply Enclosure, 24V/3A or 12V/4A power supply</b>	\$399.00	2	\$798.00
SYS-8ENT-DVE2	<b>Avigilon Core Series 8 Port 12/24 Smart Hub, 8 Entry Capacity, Power Supply: FPV Series, E2 Enclosure</b>	\$1,976.00	1	\$1,976.00
SYS-4ENT-DVE2	<b>Avigilon Core Series 4 Port 12/24 Smart Hub, 4 Entry Capacity, Power Supply: FPV Series, E2 Enclosure</b>	\$1,204.00	1	\$1,204.00
OP-RKP-STND	<b>Avigilon Standard Smart Keypad Card Readers-V2 in Black, low and High Frequency version.</b>	\$325.00	56	\$18,200.00
SW-PRM-P25	<b>Avigilon Premium: Pack of 25 Entries</b>	\$2,541.00	2	\$5,082.00
SW-PRM-P10	<b>Avigilon Premium: Pack of 10 Entries</b>	\$1,271.00	1	\$1,271.00
OP-KFH-10	<b>Avigilon MIFARE Classic Key Fob</b>	\$35.00	10	\$350.00
OP-ACH-EV3P10	<b>Avigilon Punched DESFire EV3-B Access Card- use with High Frequency Readers.</b>	\$42.00	10	\$420.00
195-12WG-G	<b>GRI 195-12WG DPDT 3/4" Contacts</b>	\$22.00	10	\$220.00
19012WGG	<b>GRI 190-12WG SPDT 3/4" Contacts</b>	\$13.00	70	\$910.00
OE-STLDRMAG	<b>Pucks- OE-STLDRMAG 3/4" 10-Pack</b>	\$33.00	2	\$66.00
ISN-C66	<b>Bosch ISN-C66 Track Mounted Overhead Door Contact</b>	\$25.00	16	\$400.00
909S-MO	<b>RCI 909S-MO Surface Mount Rocker Switch, Momentary, Engraved with a Key Symbol, Beige</b>	\$47.00	2	\$94.00
DS160	<b>Bosch DS160 High Performance Request to Exit Sesor, Sounder, Light Gray.</b>	\$75.00	30	\$2,250.00

## Hardware

Description		Price	Qty	Ext. Price
869STRB-AQ	<b>Edwards Signaling 869STRB-AQ Flush Mount Horn/Strobe 24V AC/DC Blue</b>	\$348.00	7	\$2,436.00
SS2039EM-EN	<b>STI Emergency Button with Turn Reset and Flip cover</b>	\$115.00	10	\$1,150.00
AWA-CLD	<b>Avigilon Subscription to Alta Aware, per camera. Real-time video-analytics. Including 30 days cloud storage. Term 10 Years</b>	\$1,400.00	53	\$74,200.00
3.0C-H6SL-D1-60	<b>Avigilon 3MP, 60 Day, Alta, WDR, Day/Night Indoor Dome, 3.4-10.5mm f/1.6, up to 10 year warranty with an active Aware license</b>	\$724.00	29	\$20,996.00
2.0C-H6SL-DO1-IR-60	<b>2MP, 60 Day, Alta, WDR, Day/Night Outdoor Dome, 3.4-10.5mm f/1.6 Integrated IR, up to 10 year warranty with an active Aware license</b>	\$806.00	4	\$3,224.00
20C-H5A-4MH-60	<b>Avigilon 5MP, 60 Day, Alta, 4 head H5A Multisensor Camera; up to 10 year warranty with an active Aware license</b>	\$3,112.00	23	\$71,576.00
3.0C-H5A-CR1-IR-SS	<b>Avigilon 3 Megapixel HD Network Camera - 49.21 ft - Smart H.264, Smart H.265, MJPEG - 2048 x 1536 - 3 mm Zoom Lens - 3x Optical - CMOS - Corner Mount - Vandal Resistant, Water Resistant, Corrosion Resistant, Dust Resistant</b>	\$1,409.00	5	\$7,045.00
H6SL-MT-NPTA1	<b>Avigilon NPT Adapter for H6SL DomeCameras</b>	\$35.00	4	\$140.00
WLMT-1021	<b>Avigilon Mount, Pendant Arm, 20cm Long, 1.5 NPT</b>	\$86.00	4	\$344.00
H5AMH-AD-CEIL1	<b>Avigilon In-ceiling adapter, must order either a H5AMH-DC-COVR1 or H5AMH-DCCOVR1-SMOKE.</b>	\$146.00	7	\$1,022.00
H5AMH-AD-PEND1	<b>Avigilon Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor</b>	\$164.00	16	\$2,624.00
H5AMH-DC-COVR1	<b>Avigilon Dome bubble and cover, for in-ceiling mount, clear. For use with the Avigilon H5A Multisensor</b>	\$72.00	16	\$1,152.00
H5AMH-DO-COVR1	<b>Avigilon Dome bubble and cover, for outdoor surface mount or pendant mount, clear. For use with the Avigilon H5A Multisensor</b>	\$164.00	16	\$2,624.00
H5AMH-AD-PEND1	<b>Avigilon Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor</b>	\$164.00	16	\$2,624.00
WLMT-1001	<b>Avigilon Wall Mount for large pendant camera</b>	\$100.00	11	\$1,100.00
CRNMT-1001	<b>Avigilon CORNER MNT FOR LRGE PENDTWLMT-1001</b>	\$119.00	10	\$1,190.00

## Hardware

Description		Price	Qty	Ext. Price
H4AMH-AD-IRIL1	<b>Avigilon Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DOCOVR1</b>	\$321.00	11	\$3,531.00
POE60U-1BTE	<b>Avigilon Gigabit 802.3bt 60 W PoE Injector, Indoor, single port</b>	\$146.00	11	\$1,606.00
R8N87A#ABA	<b>HPE Aruba Networking CX 6000 Switch Series - 24x ports 10/100/1000BASE-T ports 4x 1G SFP ports - 1 Gbps: 1.5 Sec - 100-127 VAC / 200-240 VAC - Max Power (w/o PoE): 32.7W Max Power (w/ PoE): 455W - Limited Lifetime Warranty - U.S. - English localization</b>	\$1,095.00	3	\$3,285.00
LE-394	<b>Louroe LE-394 ASK-4 #104 Zone Audio Monitoring Kit with Compatibility with Most Recorders</b>	\$953.00	1	\$953.00
MS-1	<b>Louroe LE-331 Mute Switch for Muting Microphone</b>	\$175.00	2	\$350.00
64-9C-D	<b>Pedestal Pro 64-9C-D 64" and 42" Black Steel Dual Height Gooseneck Pedestal with Rectangle Tube</b>	\$299.00	1	\$299.00
22PE1-2NIP-04-CRS	<b>Pedestal Pro 22PE1-2NIP-04-CRS Access Control Mounting Post</b>	\$263.00	1	\$263.00
HOOD-CS-06x8	<b>PedestalPro HOOD-CS-08x8 8" x 8" Steel Hood</b>	\$67.00	1	\$67.00
EOC-Converter	<b>EOC-Converter (Receiver+Transmitter)PoE + Ethernet over Coaxial (EOC) Converter</b>	\$100.00	1	\$100.00
10BR3-X	<b>BEA 10BR3-X Programmable 3-Relay Logic Module</b>	\$108.00	4	\$432.00
RB1224	<b>Altronix RB1224 Relay Module, 12/24VDC, DPDT Contacts at 5A/220VAC or 28VDC</b>	\$13.00	4	\$52.00
IX-MV7-HW-JP	<b>Aiphone Video Master Station - 7" Touchscreen TFT LCD - CMOS - 5 lux - Door Entry - TAA Compliant</b>	\$1,459.00	1	\$1,459.00
IX-DVF	<b>Aiphone Video Door Phone Sub Station - 1.2 Megapixel - CMOS - 5 lux - Stainless Steel - Door Entry</b>	\$968.00	2	\$1,936.00
MISC OCKERS MATERIALS	<b>MISC OCKERS MATERIALS</b>	\$35,043.44	1	\$35,043.44

**Subtotal:** **\$288,840.44**

## Services

Description		Price	Qty	Ext. Price
<b>Middleton Municipal Complex- Public Safety Building</b>				
LABOR-SEC	<b>Ockers Security Installation Labor , Middleton Municipal Complex- Public Safety Building</b> Ockers Security Installation Labor	\$155,000.00	1	\$155,000.00
LABOR-SEC	<b>Ockers Security Installation Labor, Security Programming</b>	\$7,500.00	1	\$7,500.00
LABOR-SEC	<b>Ockers Security Installation Labor, Project Management</b>	\$3,750.00	1	\$3,750.00
LABOR-SEC	<b>Ockers Security Installation Labor, Bucket Truck Services</b>	\$1,500.00	1	\$1,500.00

**Subtotal:** **\$167,750.00**

## ITC71, Middleton Municipal Complex - RFP-Security System Services #2 PUBLIC SAFETY BUILDING

Prepared by:	Prepared for:	Ship To:	Quote Information:
<p><b>Ockers Technologies</b></p> <p> Version: 1 Delivery Date: 08/20/2024 Expiration Date: 09/07/2024</p>	<p><b>Town of Middleton</b></p> <p>Greg Landry (508) 586-4642 Fax 508-584-9180 glandry@ockers.com</p>	<p><b>Town of Middleton</b></p> <p>Middleton Municipal Complex 105 S. Main Street Middleton, MA 01949 Ilene Twiss (978) 774-6927 Ilene.Twiss@middletonma.go</p>	<p><b>Quote #:</b> 006671</p> <p>Version: 1 Delivery Date: 08/20/2024 Expiration Date: 09/07/2024</p>

### Quote Summary

Description	Amount
Hardware	\$288,840.44
Services	\$167,750.00
	<b>Subtotal:</b> \$456,590.44
	<b>Shipping:</b> \$950.00
	<b>Total:</b> \$457,540.44

### Terms and Conditions

This quote is valid for thirty (30) days from the date of issue. Any payments not made within thirty (30) days of the date of the invoice shall be subject to a late payment charge of 1 ½% per month (compounded) on the unpaid balance of any amount then passed due. All products quoted are subject to availability.

Terms for Purchases are NET30 Days from date of invoice. All Services will be invoiced separately and are payable on receipt of Invoice. Any payments not made within thirty (30) days of the date of the invoice shall be subject to a late payment charge of 1½% per month (compounded) on the unpaid balance of any amount then passed due.

#### Binding Effect of Document:

This document when signed by the client and accepted by the Company shall constitute a binding contract for services described.

#### Suspension or Cancellation for Non-Payment:

The Company may forthwith suspend or cancel SAAS service upon a written notice if any payment is overdue, in addition to any other right or remedy it may have.

#### Assignability of Agreement:

Neither this agreement nor the Company's SAAS service are transferable without the Company's written consent.

Returns are allowed for 30 days. Non-defective returns must be unopened, and factory sealed. All merchandise must be returned with original packing, accessories, and instructions. A valid RMA number must be obtained from Ockers Company before a return is allowed. Note - Some manufacturers have special returns policies which may supersede the above.

#### Custom Orders are not Returnable.

Returns over the 30 days will be subject to the acceptance by the distributor or manufacturer and may require a restocking fee.

Ockers at its discretion may invoice product prior to delivery to client via a Bill and Hold (Transfer of Property) document if required. All stored product will be fully insured. This may occur via a Standard invoice or via a Bill and Hold

Customer responsible for any permit fee costs that may be required. Fees are determined by local municipality and will be billed accordingly.

\*\* For EANS Purchases - Customer is responsible for payment of products and services if EANS order is not approved by the state.

Please email Purchase Order to confirm the order. Thank you.

Ockers Technologies

Town of Middleton

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Greg Landry

Name: Ilene Twiss

Title: Account Executive

Date: \_\_\_\_\_

Date: 08/20/2024



We have prepared a quote for you

**ITC71, Middleton Municipal Complex - RFP-Security  
System Services #1 TOWN HALL**

Quote # 006670  
Version 1

Prepared for:

**Town of Middleton**

Middleton Municipal Complex

Ilene Twiss

[Ilene.Twiss@middletonma.gov](mailto:Ilene.Twiss@middletonma.gov)

## Hardware

Description		Price	Qty	Ext. Price
<b>Middleton Municipal Complex- Town Hall / Community Center</b>				
SYS-16ENT-DVE6	<b>Avigilon Core Series 16 Port 12/24 Smart Hub, 16 Entry Capacity, Power Supply: FPV Series, E2 Enclosure</b>	\$3,882.00	1	\$3,882.00
OP-16EM	<b>Avigilon Elevator Expansion Board with 2 Redaer inputs. 16 voltage inputs, 16 outputs.</b>	\$565.00	2	\$1,130.00
OP-ECI1-PS24	<b>Avigilon Life Safety Power Supply Enclosure, 24V/3A or 12V/4A power supply</b>	\$265.00	2	\$530.00
SYS-8ENT-DVE2	<b>Avigilon Core Series 8 Port 12/24 Smart Hub, 8 Entry Capacity, Power Supply: FPV Series, E2 Enclosure</b>	\$1,976.00	1	\$1,976.00
OP-RKP-STND	<b>Avigilon Standard Smart Keypad Card Readers-V2 in Black, low and High Frequency version.</b>	\$325.00	20	\$6,500.00
SW-PRM-P25	<b>Avigilon Premium: Pack of 25 Entries</b>	\$2,541.00	1	\$2,541.00
OP-KFH-10	<b>Avigilon MIFARE Classic Fey Fob</b>	\$35.00	10	\$350.00
OP-ACH-EV3P10	<b>Avigilon Punched DESFire EV3-B Access Card- use with High Frequency Readers.</b>	\$42.00	10	\$420.00
ISC-CDL1-W15Gc	<b>Bosch ISC-CDL1-W15G Commercial Series TriTech Motion Detector, 50' (15m)</b>	\$68.00	24	\$1,632.00
DS9370	<b>Bosch DS9370 Panoramic TriTech 360° Motion Sensor Ceiling Mount, White</b>	\$111.00	10	\$1,110.00
HUB2B	<b>USP HUB2B Latching Hold up Button, DPDT, 6-Screw Terminals</b>	\$33.00	10	\$330.00
B9512G-USA	<b>Bosch B9512G Intrusion Control Panel</b>	\$882.00	1	\$882.00
B208	<b>Bosch B208 Octo-Input Alarm Control Panel Expansion Module</b>	\$94.00	7	\$658.00
B308	<b>Bosch B308 Octo-Output Interface Module, with Relays</b>	\$105.00	2	\$210.00
B444-V	<b>Bosch B444-V Plug-in Verizon LTE Cellular Communicator</b>	\$312.00	1	\$312.00
B940W	<b>Bosch B940W Slim Touch Keypad with Touch Screen, SDI2 bus Compatible, White</b>	\$303.00	4	\$1,212.00
195-12WG-G	<b>GRI 195-12WG DPDT 3/4" Contacts</b>	\$22.00	10	\$220.00

## Hardware

Description		Price	Qty	Ext. Price
19012WGG	<b>GRI 190-12WG SPDT 3/4" Contacts</b>	\$13.00	30	\$390.00
OE-STLDRMAG	<b>Pucks- OE-STLDRMAG 3/4" 10-Pack</b>	\$33.00	3	\$99.00
TS-14	<b>Alarm Controls TS-14 Request to Exit Button with Pneumatic Timer, 1-1/2" Green Push Button, Single Gang, 430 Stainless Steel</b>	\$263.00	5	\$1,315.00
909S-MO	<b>RCI 909S-MO Surface Mount Rocker Switch, Momentary, Engraved with a Key Symbol, Beige</b>	\$47.00	4	\$188.00
DS160	<b>Bosch DS160 High Performance Request to Exit Sesor, Sounder, Light Gray.</b>	\$75.00	20	\$1,500.00
AWA-CLD	<b>Avigilon Subscription to Alta Aware, per camera. Real-time video-analytics. Including 30 days cloud storage. Term 10 Years</b>	\$1,400.00	23	\$32,200.00
3.0C-H6SL-D1-60	<b>Avigilon 3MP, 60 Day, Alta, WDR, Day/Night Indoor Dome, 3.4-10.5mm f/1.6, up to 10 year warranty with an active Aware license</b>	\$724.00	8	\$5,792.00
2.0C-H6SL-DO1-IR-60	<b>Avigilon 2MP, 60 Day, Alta, WDR, Day/Night Outdoor Dome, 3.4-10.5mm f/1.6 Integrated IR, up to 10 year warranty with an active Aware license</b>	\$806.00	1	\$806.00
20C-H5A-4MH-60	<b>Avigilon 5MP, 60 Day, Alta, 4 head H5A Multisensor Camera; up to 10 year warranty with an active Aware license</b>	\$3,112.00	13	\$40,456.00
15C-H5A-3MH-60	<b>Avigilon 5MP, 60 Day, Alta, 3 head H5A Multisensor Camera; up to 10 year warranty with an active Aware license</b>	\$2,484.00	1	\$2,484.00
H6SL-MT-NPTA1	<b>Avigilon NPT Adapter for H6SL DomeCameras</b>	\$35.00	1	\$35.00
WLMT-1021	<b>Avigilon Mount, Pendant Arm, 20cm Long, 1.5 NPT</b>	\$86.00	1	\$86.00
H5AMH-AD-CEIL1	<b>Avigilon In-ceiling adapter, must order either a H5AMH-DC-COVR1 or H5AMH-DCCOVR1-SMOKE.</b>	\$146.00	6	\$876.00
H5AMH-AD-PEND1	<b>Avigilon Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor</b>	\$164.00	7	\$1,148.00
H5AMH-DC-COVR1	<b>Avigilon Dome bubble and cover, for in-ceiling mount, clear. For use with the Avigilon H5A Multisensor</b>	\$72.00	6	\$432.00
H5AMH-DO-COVR1	<b>Avigilon Dome bubble and cover, for outdoor surface mount or pendant mount, clear. For use with the Avigilon H5A Multisensor</b>	\$164.00	8	\$1,312.00

## Hardware

Description		Price	Qty	Ext. Price
H5AMH-AD-PEND1	<b>Avigilon Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor</b>	\$164.00	8	\$1,312.00
WLMT-1001	<b>Avigilon Wall Mount for large pendant camera</b>	\$100.00	8	\$800.00
CRNMT-1001	<b>Avigilon CORNER MNT FOR LRGE PENDTWLMT-1001</b>	\$119.00	7	\$833.00
H4AMH-AD-IRIL1	<b>Avigilon Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DOCOVR1</b>	\$321.00	8	\$2,568.00
POE60U-1BTE	<b>Avigilon Gigabit 802.3bt 60 W PoE Injector, Indoor, single port</b>	\$146.00	8	\$1,168.00
R8N87A#ABA	<b>HPE Aruba Networking CX 6000 Switch Series - 24x ports 10/100/1000BASE-T ports 4x 1G SFP ports - 1 Gbps: 1.5 Sec - 100-127 VAC / 200-240 VAC - Max Power (w/o PoE): 32.7W Max Power (w/ PoE): 455W - Limited Lifetime Warranty - U.S. - English localization</b>	\$1,095.00	1	\$1,095.00
EOC-Converter	<b>Linovision EOC-Converter (Receiver+Transmitter)PoE + Ethernet over Coaxial (EOC) Converter</b>	\$100.00	1	\$100.00
10BR3-X	<b>BEA 10BR3-X Programmable 3-Relay Logic Module</b>	\$108.00	2	\$216.00
RB1224	<b>Altronix RB1224 Relay Module, 12/24VDC, DPDT Contacts at 5A/220VAC or 28VDC</b>	\$13.00	4	\$52.00
MISC OCKERS MATERIALS	<b>MISC OCKERS MATERIALS</b>	\$16,428.30	1	\$16,428.30

**Subtotal:** **\$137,586.30**

## Services

Description		Price	Qty	Ext. Price
	<b>Middleton Municipal Complex- Town Hall / Community Center</b>			
LABOR-SEC	<b>Ockers Security Installation Labor , Middleton Municipal Complex-Town Hall / Community Center</b>	\$87,500.00	1	\$87,500.00
	<b>Ockers Security Installation Labor</b>			
LABOR-SEC	<b>Ockers Security Installation Labor, Security Programming</b>	\$5,000.00	1	\$5,000.00

## Services

Description		Price	Qty	Ext. Price
LABOR-SEC	<b>Ockers Security Installation Labor, Project Management</b>	\$3,000.00	1	\$3,000.00
LABOR-SEC	<b>Ockers Security Installation Labor, Bucket Truck Services</b>	\$1,500.00	1	\$1,500.00
<b>Subtotal:</b>				<b>\$97,000.00</b>

## ITC71, Middleton Municipal Complex - RFP-Security System Services #1 TOWN HALL

Prepared by:	Prepared for:	Ship To:	Quote Information:
<b>Ockers Technologies</b>  Greg Landry (508) 586-4642 Fax 508-584-9180 glandry@ockers.com	<b>Town of Middleton</b> Middleton Municipal Complex 105 S. Main Street Middleton, MA 01949 Ilene Twiss (978) 774-6927 Ilene.Twiss@middletonma.go v	<b>Town of Middleton</b> Middleton Municipal Complex 105 S. Main Street Middleton, MA 01949 Ilene Twiss (978) 774-6927 Ilene.Twiss@middletonma.go v	<b>Quote #:</b> 006670 Version: 1 Delivery Date: 08/20/2024 Expiration Date: 09/07/2024

### Quote Summary

Description	Amount
Hardware	\$137,586.30
Services	\$97,000.00
	<b>Subtotal:</b> \$234,586.30
	<b>Shipping:</b> \$550.00
	<b>Total:</b> \$235,136.30

#### Terms and Conditions

This quote is valid for thirty (30) days from the date of issue. Any payments not made within thirty (30) days of the date of the invoice shall be subject to a late payment charge of 1 ½% per month (compounded) on the unpaid balance of any amount then passed due. All products quoted are subject to availability.

Terms for Purchases are NET30 Days from date of invoice. All Services will be invoiced separately and are payable on receipt of Invoice. Any payments not made within thirty (30) days of the date of the invoice shall be subject to a late payment charge of 1½% per month (compounded) on the unpaid balance of any amount then passed due.

#### Binding Effect of Document:

This document when signed by the client and accepted by the Company shall constitute a binding contract for services described.

#### Suspension or Cancellation for Non-Payment:

The Company may forthwith suspend or cancel SAAS service upon a written notice if any payment is overdue, in addition to any other right or remedy it may have.

#### Assignability of Agreement:

Neither this agreement nor the Company's SAAS service are transferable without the Company's written consent.

Returns are allowed for 30 days. Non-defective returns must be unopened, and factory sealed. All merchandise must be returned with original packing, accessories, and instructions. A valid RMA number must be obtained from Ockers Company before a return is allowed. Note - Some manufacturers have special returns policies which may supersede the above.

#### Custom Orders are not Returnable.

Returns over the 30 days will be subject to the acceptance by the distributor or manufacturer and may require a restocking fee.

Ockers at its discretion may invoice product prior to delivery to client via a Bill and Hold (Transfer of Property) document if required. All stored product will be fully insured. This may occur via a Standard invoice or via a Bill and Hold

Customer responsible for any permit fee costs that may be required. Fees are determined by local municipality and will be billed accordingly.

\*\* For EANS Purchases - Customer is responsible for payment of products and services if EANS order is not approved by the state.

Please email Purchase Order to confirm the order. Thank you.

**Ockers Technologies**

Signature: \_\_\_\_\_  
Name: Greg Landry  
Title: Account Executive  
Date: 08/20/2024

**Town of Middleton**

Signature: \_\_\_\_\_  
Name: Ilene Twiss  
Date: \_\_\_\_\_

# Middleton Fire Department



After Action Report/Improvement Plan

Middleton Public Works

195 North Main Street

Incident Date: August 14, 2024

Time of Alarm: 11:26:08

Incident Number: 24MID-1307-IN

Address: 195 North Main Street, Middleton

**Building Orientation:** The following photographs depict the layout of the structure:

Alpha Side of the building:



Bravo Side of the building:



Charlie Side of the building:



Delta Side of the building (2 photos):



Fire Location: Photo taken from the Bravo side of the structure



## Overview

On Wednesday, August 14<sup>th</sup> at roughly 1127 hours, the fire department was dispatched to 195 North Main Street for a fire alarm activation. The alarm was received by North Shore Regional Center (NSRC) via the town's municipal fire alarm system (red Gamewell box system located on side of building). While enroute to the scene, Chief LeColst received a phone call from the Building Commissioner reporting a confirmed fire in the garage and that it was located adjacent to a gas line. Chief LeColst immediately updated the initial responding apparatus of the reported fire. Chief LeColst then requested that NSRC send out an additional alpha-numeric page to all off-duty personnel reporting the potential fire.

Engine-3 and Car-1 arrived on the scene simultaneously to heavy smoke coming from the main garage area of the building. Engine-3 officer (Lt. Leary requested a working fire response), while Chief LeColst assumed incident command (IC). Engine-3 and Car-1 parked at the rear of the building (Bravo side of the building) and crews immediately deployed a 1 3/4" hose to attack the fire. Crews found heavy fire in the garage area adjacent to the indoor generator. C-1 (Chief LeColst) set up a command area and began collecting accountability tags while performing a 360-degree scene assessment, which is customary during these types of incidents. IC then requested Engine-4 next to the scene (2,500-gallon tanker), followed by Ladder-1. Both apparatuses eventually arrived on the scene and Engine-4 supplied additional water supply to Engine-3 (the initial arriving unit). Upon arrival at the scene, Ladder-1 set-up and deployed the ladder on the Alpha/Delta corner of the building to check for extension to the roof area. IC also requested that the North Andover engine respond to the scene to serve as the Rapid Intervention Team.

Roughly 5 minutes into the incident, IC reported that the bulk of the fire had been knocked down and that crews would be checking for extension. Shortly thereafter, crews determined that there was no fire extension to other parts of the building and crews immediately began the process of ventilating the heavy volume of smoke that had affected the majority of the building (including the office area).

Captain Dechene, who is part of the arson investigation unit began to investigate the potential causes of the fire, while fire crews continued to ventilate the structure. Once the investigation and ventilation were completed, crews began to place all the equipment back in service. Fire companies cleared the scene at 1315 hours (1:15 pm).

After investigation it is believed that the fire was accidental, and likely started from ordinary combustible materials stored too close to the generators operating exhaust.

#### **Apparatus dispatched to the scene:**

##### **Middleton Car-1 – 1 On-Duty Member**

1127:04 - *Dispatched*

1129:15 – *Responding*

1132:21 – *Arrived*

*5:17 minutes from the time of dispatch to arrival on the scene.*

##### **Middleton Engine-3 – 4 On-Duty Members**

1127:04 - *Dispatched*

1129:04 – *Responding*

1132:10 – *Arrived*

*5:06 minutes from the time of dispatch to arrival on the scene.*

##### **Middleton Engine-4 – 1 Off-Duty Member**

1127:04 - *Dispatched*

1137:51 – *Responding*

1141:10 – *Arrived*

*14:06 minutes from the time of dispatch to arrival on the scene.*

##### **Middleton Ladder-1 – 3 Off-Duty Members**

1127:04 - *Dispatched*

1145:10 – *Responding*

1147:39 – *Arrived*

*20:35 minutes from the time of dispatch to arrival on the scene.*

North Reading Engine

North Andover Engine

Rehab-5 (Rehabilitation Unit)

**Apparatus covering fire headquarters:**

Middleton Engine-2 (staffed with off-duty personnel)

Topsfield Engine

Danvers Engine

Lynnfield Ladder

**Special Challenges/Hazards:**

- Staffing: There were 4 members on duty (not including the Chief). Fortunately, the on-duty crew was not on another emergency at the time of the fire. The department was down one position at the time of the call. Had there been 5 members on duty, 2 apparatus (engine and ladder would have responded at the time of the alarm).
- Time of Day: Traffic congestion continues to be a concern for off-duty members responding to the station.
- Building hazards: the initial report indicated that the fire was close to the gas line that fed the building generator. Any additional fuel storage within the building poses potential risks to fire personnel.

**Tactical Priorities:**

The first arriving crew (Engine-3) performed a direct fire attack with a 1 ¾' fire attack line via the Bravo side of the building. This aggressive fire attack prevented further fire spread and allowed for a quick knockdown of the fire. Once it was confirmed that the fire spread was contained, crews immediately focused on the ventilation of the structure.

**Positive Outcomes:**

- No injuries or fatalities were reported as a result of the incident.
- Occupants of the structure had evacuated from the building before the arrival of the fire department.
- Fire was contained in the garage area.
- Significant off-duty response by fire personnel (14 members total). This large number can be attributed to the request by C-1 that a follow-up page be sent by NSRC staff indicating a

confirmed fire. Many off-duty members rely solely on text alert notifications via their telephone.

- Instant notification of alarm via the municipal fire alarm system.

### **Areas of Improvement:**

- Staffing Numbers: While the first arriving apparatus consisted of 4 members, the second engine consisted of only 1 member, while the ladder truck (third apparatus) consisted of 3 members. These staffing numbers do not meet NFPA170 requirements.
  - “Initial full alarm (Low and Medium Hazard) response within 8 minutes 90% of the time.” A full assignment for this structure is: two engines, one ladder, a RIT engine (FF Rescue Team), a Chief officer, and a standby ambulance.
- Establishing a water source: An effort should have been made to secure a water source early in the incident. There was a fire hydrant located at the entrance to the facility.
- Building Access: Fire crews had difficulty accessing one of the offices located on the second floor. Access was needed so that we could continue ventilation efforts.
- Improved roof operations: While on the roof, a member was performing a procedure to ensure the safety of the roof structure before stepping on the roof (sounding the roof). Unfortunately, the individual utilized the wrong tool to perform this procedure, which resulted in damage being sustained to the rubber membrane of the roof. This individual has since been counseled on the importance of utilizing the proper tools to perform these important tasks.
- Scene security: IC should have better delineated the off-limits area by utilizing items such as “caution tape” or traffic cones. At one point there was a news reporter walking in the garage area (towards the end of the incident) in an attempt to gather information for reporting purposes.

Dear Members of the Middleton Select Board,

I am honored to recommend Adam Maccini for the position of Acting Detective Sergeant with the Middleton Police Department.

Having served as a dedicated member of the Middleton Police Department since July 2005 and as a Detective since June 2017, Detective Adam Maccini has consistently demonstrated exceptional skill, leadership, and commitment to law enforcement.

Throughout his tenure with the department, Detective Adam Maccini has played a pivotal role in conducting criminal investigations, responding to critical incidents, and collaborating closely with state and federal law enforcement partners.

Detective Adam Maccini has been the affiant on over twenty-five search warrants, demonstrating his thoroughness and expertise. His investigations have consistently led to the arrest and conviction of those investigated, underscoring his commitment to justice and the safety of the community.

He has been instrumental in supervising and conducting crime scene investigations, preserving evidence, and preparing cases for court.

His expertise in conducting background checks and supervising surveillance operations has greatly contributed to the safety and security of our community.

As a Detective, Adam Maccini has been responsible for overseeing the work of patrol officers, patrol supervisors and plainclothes officers, ensuring that investigation methods and reports meet the highest standards.

Detective Adam Maccini is a certified Computer Voice Stress Analyzer Examiner, assisting in major and minor crime investigations, and an Assistant Court Prosecutor, representing the department in legal proceedings.

As a certified Sexual Assault Investigator, Detective Adam Maccini has demonstrated a deep commitment to supporting victims and ensuring that justice is served.

As a Field Training Officer, he is responsible for mentoring and training new officers, passing on his knowledge and experience to the next generation of law enforcement professionals.

His experience as a School Resource Officer, where he built meaningful relationships with students and staff, further highlights his ability to connect with the community and foster a safe environment for all.

Given his extensive experience, leadership skills, and dedication to the Middleton Police Department, I am confident that Adam Maccini will excel in the role of Acting Detective Sergeant.

His ability to lead by example, manage complex investigations, and mentor others makes him an outstanding candidate for this promotion.

Thank you in advance for your consideration in this matter.

Respectfully submitted,

Chief William P. Sampson  
Middleton Police Department.





## OFFICE OF THE TOWN ADMINISTRATOR

Town of Middleton  
Memorial Hall  
48 South Main Street  
Middleton, MA 01949-2253  
978-777-3617  
[www.middletonma.gov](http://www.middletonma.gov)

August 28, 2024

To: Justin Sultzbach, Town Administrator; William Sampson, Police Chief  
From: Jackie Bresnahan, Assistant Town Administrator/HR Director  
RE: Acting Detective Sgt. Pay Assessment

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Detective Maccini's current biweekly pay including base, education, and years of service (he does not get shift differential) is \$4,105.85.

Based on Article 14, section 8 of the contract he would go to the rate of pay for the specific position of the Acting role. Based on Article 14, section 3, item c. when promoted to the rank of Sergeant, an employee begins at Step 1. Detective Sergeants, per the contract, see a 6% increase to base pay for their Detective role.

With those factors in mind, Detective Maccini would be paid at the rate of Step 1, 15 years of service on the Detective Sergeant wage table in the amount of \$4,268.45 biweekly for the timeframe of his Acting appointment.

As a reminder, the department is paid biweekly with pay periods ending on Thursdays, so a Friday start date would be an effective start date for the purposes of payroll calculation to enable accurate calculations.

## CLIENT AUTHORIZATION

New Contract

Project No.: T1510

Amendment No.: 01

Date: August 13, 2024

**Project Name:** Route 62/Route 114 Alternatives & Feasibility Study - Middleton, MA

**Client:** Town of Middleton  
 Attn: Justin Sultzbach  
 48 S Main Street  
 Middleton, MA 01949

<b>Fee Proposal</b>	
Original Contract Value	\$6,800.00
Task 2 Alternatives/Feasibility Study	\$49,400.00
Expenses	<u>Included Above</u>
New Contract Total	\$56,200.00

Requested by: Justin Sultzbach

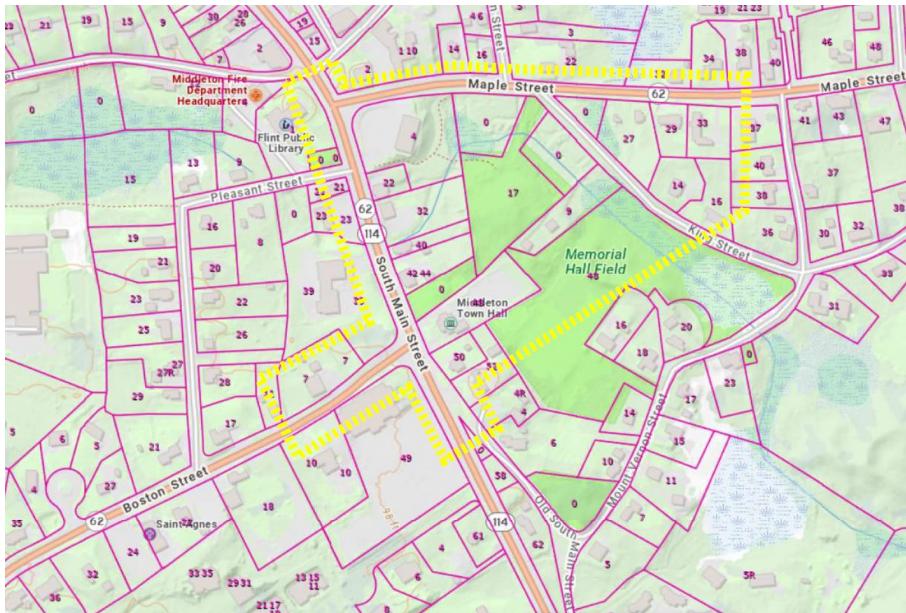
Lump Sum  Time & Expenses

Cost + Fixed Fee  Other

Estimated Date of Completion: Approx. 12-14 weeks following  
 receipt of signed authorization

### Scope of Services:

The Town of Middleton (Client) hereby amends its contract with TEC, Inc. (TEC) to provide supplemental engineering services associated with a feasibility study to provide improvements to the two offset intersections of Route 62 and Route 114 in Middleton, MA. The purpose of this study is to evaluate the merits of a new roadway alignment to create one reconfigured intersection and the potential to add improvements to the existing intersections for long-term growth along the Route 114 and Route 62 corridors. The approximate study area for the two existing intersections along Route 114 and the general area of the potential new roadway alignment is shown in yellow below.



TEC will perform the supplemental services outlined in the task below as part of this amendment:

**Task 2 – Realignment & Alternatives Feasibility Study** **\$49,400.00**

- Traffic Analysis & Memorandum – TEC will prepare a traffic report to document the following:
  - Perform field work to confirm the traffic operations and physical geometry of the four signalized intersections and up two unsignalized locations.
  - Use the recently collected traffic counts and origin-destination data (under Task 1) to perform intersection capacity analysis for the existing traffic conditions.
  - Review crash history as documented in the various Traffic Impact Assessments (TIAs) and Corridor Study prepared by VAI.
  - Perform a 10-year projection of the recent June 2024 traffic volumes using seasonal and annual adjustments using data from the Town, Boston MPO, and/or MassDOT and projections for any identified private development projects based on reports that may be supplied by the Town's Planning Department.
  - Provide a brief comparison of the June 2024 traffic counts and the counts provided by VAI as part of the recent Corridor Study
  - Conduct capacity and queue analyses to assess the operations of the intersections under existing and proposed conditions assuming the following scenarios:
    - 2024 Existing Conditions
    - 2034 Future-Year No-Build Conditions
    - 2034 Future-Year with Retrofit/Capacity Enhancements
    - 2034 Future-Year with New Rt 62 Roadway/Intersection Alignment
  - Provide recommendations for improving pedestrian and bicycle safety.
  - Prepare a detailed narrative and supporting analysis and traffic volume graphics outlining the results of the analysis and recommendations.

*[Note: this does not include a formal Functional Design Report or other documentation that is required to support a MassDOT permit process, MEPA review, or the other requirements of a larger Transportation Improvement Program (TIP) project.*
- Conceptual Roadway & Intersection Layout – Using a MassMapper GIS aerial image and other State/local GIS data, if available, prepare a preliminary layout of improvements within the project area assuming the following alternatives:
  - "retrofit-style" improvements, including new or supplemental turn lanes, traffic signal phasing or timing adjustments, or other traffic control improvements that seek to provide additional capacity and/or safety at the two existing intersections – this may involve refinements of the recently documented recommendations from the corridor study prepared by VAI; and
  - A new roadway alignment to connect Maple Street (Rt 62) to the intersection of North / South Main Street (Rt 114) / Boston Street (Rt 62), near or through the Middleton Memorial Hall parcel. This will provide a conceptual layout of a roadway connection that considers a potential culvert or bridge crossing of the brook and seeks to minimize the acquisition of private property.
  - The graphics will show the general location and type of improvements and will be narrative in nature; *the exhibits will not be at an appropriate level of detail for full design, environmental permitting or property acquisition.*
- Summary of Permitting and Design Considerations - Summary of readily identifiable environmental and cultural resources within the project area as shown in the MassMapper database or the Town's listed historical assets. TEC will compile a list of likely design considerations for the proposed brook crossing, roadway construction and considerations for future local, State, and Federal permitting for the next stage of feasibility review, if appropriate.
- Conceptual Construction Cost Estimate – Prepare an opinion of construction cost estimate which will be a high-level projection of potential construction costs for the alternatives listed above
- Color Render – Provide one fully-rendered colored plan view of the project suitable for public viewing in high-resolution electronic (PDF) format.
- Project Meetings:
  - Kick-off meeting with the project team and Town staff

- Participate in up to two (2) coordination meetings with Town staff to traffic analysis results and conceptual design considerations
- Participate in one (1) coordination meeting with MassDOT staff to discuss the needs and opportunities for the Route 114 corridor and the perceived merits of the improvement alternatives
- Attend one (1) public informational meeting with the Town of Middleton Select Board to present the results of the alternatives and feasibility study
- Deliverables – This task includes the following deliverables:
  - Traffic analysis and report
  - Graphical plan exhibit(s) to show the general scope and feasibility of adding capacity enhancements to the two existing, offset intersections
  - Graphical plan exhibit(s) to depict a conceptual alignment of one new roadway link with permitting and construction considerations.
  - PowerPoint presentation for one (1) public meeting

Additional services not listed above may be performed at the request of the Client and will be considered an amendment to this agreement.

Services will begin upon signed authorization of this agreement. TEC will invoice the Client monthly on a percent complete basis for the services performed.

This proposal is valid for a period of 45 days.

**Project Manager:** S. Gregorio

**Approver:** K. Dandrade

Please execute this Client Authorization for TEC, Inc. to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to TEC.

Subject to attached terms & conditions

Subject to terms & conditions in our original agreement dated April 18, 2024

**TEC, Inc. Authorization**

By



Print Name Peter Ellison

**Client Authorization** *(Please sign original & return)*

By

Print Name

Title Principal

Title

Date August 13, 2024

Date

## Part II

**TEC, Inc.**  
**TERMS AND CONDITIONS OF AGREEMENT**  
**(Numbers 1 thru 25)**

The engagement of TEC, Inc. (TEC) by the Client is under the following terms and conditions. These terms and conditions are integral to the collective Agreement between Client and TEC.

1. The fee estimate for the proposed Scope of Services is valid for 45 days from the date of Proposal.

2. Payment to TEC is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.

3. All schedules in the Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice.

4. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month.

5. Should it become necessary to utilize legal or other resources to collect any monies rightfully due for services rendered under this Agreement, TEC shall be entitled to full reimbursement of all such costs.

6. Invoice payments must be kept current for services to continue. If the Client fails to pay any invoice due to TEC within 30 days of the date of invoice, TEC may, without waiving any other claim or right against Client, suspend services under this Agreement until TEC has received all amounts due TEC and its Consultants and Subcontractors.

If TEC is performing services for the Client under multiple projects, invoice payments must be kept current on all projects. Client acknowledges TEC's right to suspend services and withhold plans and documents, as provided above, if payments are not current on all projects. If services are suspended for 30 days or longer, upon resuming services TEC shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days, TEC shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

7. TEC agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- Excess Umbrella Coverage for Personal Injury, Bodily Injury, and Property Damage with a limit of \$1,000,000 per claim and in the aggregate.
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate.
- Automobile Liability Insurance including non-owned and hired automobiles with the following limits:
  - Bodily Injury \$500,000 each person, \$500,000 each occurrence
  - Property Damage \$100,000 each occurrence

Certificates of insurance will be furnished upon request. If the Client requires additional insurance coverage, and it is available, Client agrees to reimburse TEC for such additional expense.

8. The Client and TEC shall at all times indemnify and save harmless each other and their officers, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by or alleged to have been sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

9. TEC shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of TEC.

10. TEC shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements and other information required to be provided by Client under this Agreement.

11. Client agrees to the fullest extent permitted by law, to indemnify and hold harmless TEC, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs, including reasonable attorneys fees and defense costs caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or material that exist on, about or adjacent to the job site.

12. TEC's services will be performed on behalf of and solely for the benefit and exclusive use of Client for the limited purposes set forth in the Agreement. Client acknowledges that TEC's services require decisions which are not based upon science, but rather upon judgmental considerations. Client may not delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of TEC.

13. In the performance or furnishing of professional services hereunder, TEC, and those it is responsible for, shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care").

Consistent with this Standard of Care, the services shall conform to applicable laws, codes, ordinances and regulations of any governmental agency having jurisdiction over the project, at the time services are rendered. TEC shall perform its services as expeditiously as is consistent with the Standard of Care and with the orderly progress of the Work.

14. TEC shall not be required to sign any documents, no matter by whom requested, that would result in TEC's having to certify, guaranty or warrant the existence of conditions that TEC cannot ascertain. Any certification provided by TEC shall be provided based on TEC's knowledge, information and belief subject to the preceding sentence, and shall be given in TEC's professional opinion consistent with the Standard of Care. TEC shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.

## TEC, Inc. Terms and Conditions of Agreement (Continued)

15. Client hereby agrees that to the fullest extent permitted by law, TEC's total liability to Client and any persons or entities claiming by, through or under the Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes including, but not limited to TEC's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the lesser of \$50,000 (fifty thousand dollars) or contract value.

16. All documents including Drawings and Specifications (whether in hard or electronic form) prepared by TEC pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by TEC for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to TEC; and the Client, shall release, indemnify and hold harmless TEC from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle TEC to additional compensation at rates to be agreed upon by TEC and the third person or entity seeking to reuse said documents.

If any information hereunder is provided in electronic format, Client recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Electronic Documents are provided to Client for informational purposes only and not as record documents.

17. To the extent permitted by law, TEC retains the copyright in all written work products, including plans, specifications, calculations, computer programs, and computer generated materials in any form, produced in connection with the work under this agreement, unless otherwise agreed to in writing by an authorized TEC representative. Subject to Term No. 16 above, TEC licenses to Client the use of all written work products, including plans, specifications, calculations, and computer generated materials in any form, produced in connection with the work under this agreement on a non-exclusive basis.

18. All questions in dispute under this Agreement shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This process shall be considered as a condition precedent to moving to a more formal or judicial process.

19. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the Client or TEC, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption.

20. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and TEC.

21. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or TEC. TEC's services under this Agreement are being performed solely for the benefit of the Client and no person or other entity shall have any claim against TEC because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the Client and any TEC employee, representative or consultant. The Client agrees that in the event of a dispute regarding this Agreement or the services rendered by TEC hereunder, the Client shall only seek recourse against TEC and waives any right to pursue a claim against TEC's individual directors, officers or employees.

22. Any taxes or fees, enacted by local, state or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

23. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

***(The following terms are applicable for Project sites located in Massachusetts)***

24. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some instances, a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which TEC has provided LSP services is audited by the Massachusetts Department of Environmental Protection (MADEP) pursuant to the provisions of the Massachusetts Contingency Plan, TEC shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to DEP.

25. Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of the Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold TEC and its LSP harmless for any claims, losses, damages, fines or administrative, civil or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

Redacted Copy

**TRANSFER OF LIQUOR LICENSE  
APPLICATION**

**VINUM WINE SHOP, INC.**

**232-B SOUTH MAIN STREET,  
MIDDLETON, MA 01949**

**To**

**JY INC. d/b/a VINUM LIQUORS**

**MANN & MANN, P.C.  
Counsellors at Law  
191 South Main Street, Suite 101  
Middleton, MA 01949  
Telephone: 978-762-6238  
Facsimile: 978-762-6434  
Email: jill@mannpc.com**

Exhibit List

For

Transfer of Liquor License from Vinum Wine Shop, Inc.

To

JY Inc.

1. Monetary Transmittal Form together with Receipt reflecting payment of Application Fee
2. Department of Revenue Certificate of Good Standing for Seller
3. Department of Unemployment Assistance Certificate of Compliance for Seller
4. Transfer Retail Application with Manager's Application and Applicant's Statement
5. Articles of Organization of JY Inc.
6. Business Certificate to operate as Vinum Liquors approved by the Town of Middleton
7. CORI Request Form for Jay Patel with proof of citizenship:
  - a. Passport; and
  - b. Driver's License
8. TIPs Certificate of Completion for Jay Patel
9. Vote of Corporate Board of JY Inc.
10. Purchase and Sale Agreement between Jay Patel and Vinum Wine Shop, Inc.
11. Supporting Financial Records
12. Lease with Extension
13. Local Licensing Authority Certification
14. Abutters' List



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/30/2024

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 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		CONTACT NAME: AJAY THAKKAR		
THAKKAR INSURANCE AGENCY LLC 134 CAMBRIDGE ST, 2ND FLOOR BURLINGTON, MA 01803		PHONE (A/C. No. Ext): 7812620800	FAX (A/C. No.): 7819967570	
		E-MAIL ADDRESS: AJAY@THAKKARINSRUANCE.COM		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: HANOVER INSURANCE CO.		
INSURED		INSURER B: _____		
JY INC DBA: Vinum Liquors 232B South Main Street, Middleton, MA 01949		INSURER C: _____		
		INSURER D: _____		
		INSURER E: _____		
		INSURER F: _____		

INSR LTR	TYPE OF INSURANCE	ADD'L SUB INSR: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
						EACH OCCURRENCE	\$ 1,000,000
A	GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
			Z2N J792434 00	09/01/2024	09/01/2025	PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident)	\$
		UMBRELLA LIAB	<input type="checkbox"/> OCCUR				
		EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				
A	DED RETENTION \$					EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N				AGGREGATE	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A	WZN J792441 00	09/01/2024	09/01/2025	WC STATUS- I	OTHR-
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	LIQUOR LIABILITY		Z2N J792434 00	09/01/2024	09/01/2025	Each Occurrence	\$ 1,000,000
						General Aggregate	\$ 1,000,000

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

LOCATION 1 BUILDING 1: 232B South Main Street, Middleton, MA 01949

## CERTIFICATE HOLDER

Town of Middleton, MA 48 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 Ajay Thakkar

**1**

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

00040-PK-0704

**ENTITY/ LICENSEE NAME** Vinum Wine Shop Inc.

**ADDRESS** 232-B South 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 checked="" type="checkbox"/> Pledge of Collateral (i.e. License/Stock)
<input type="checkbox"/> Change of Manager	<input type="checkbox"/> Change Corporate Name	<input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt)	<input type="checkbox"/> Management/Operating Agreement
<input type="checkbox"/> Change of Officers/ 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**

Your Information

Payment

Receipt

## 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 Successful

120e4ddd-e805-464d-91d3-8cf12c4

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	00040-PK-0704	\$200.00
		\$200.00

Total Convenience Fee: \$5.18

Date Paid: 8/6/2024 1:11:25 PM EDT

Total Amount Paid: \$205.18

#### Payment On Behalf Of

License Number or Business Name:  
00040-PK-0704

Fee Type:  
FILING FEES-RETAIL

#### Billing Information

First Name:  
Jill

Last Name:  
Mann

Address:  
191 S Main Street

City:  
MIDDLETON

State:  
MA

Zip Code:  
01949

Email Address:  
pamv@mannpc.com





Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner  
[mass.gov/dor](http://mass.gov/dor)

Letter ID: L1279755936  
Notice Date: July 5, 2024  
Case ID: 0-002-462-532



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



VINUM WINE SHOP INC  
210B S MAIN ST  
MIDDLETON MA 01949-3302

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

The Commissioner of Revenue certifies that, as of the date of this certificate, VINUM WINE SHOP 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, Monday through Friday, 9:00 a.m. to 4:00 p.m.

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

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

**3**



**Certificate of Compliance**

Date: July 8, 2024

Letter ID: L0002627628

Employer ID (FEIN): YV YV

VINUM WINE SHOP  
232B S MAIN ST  
MIDDLETON MA 01949-3305

Certificate ID: L0002627628

FF

The Department of Unemployment Assistance certifies that as of 05-Jul-2024, VINUM WINE SHOP 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 on 04-Aug-2024 .

Sincerely,

Katie Dishnica, Director  
Department of Unemployment Assistance

**Questions?**

Revenue Enforcement Unit  
Department of Unemployment Assistance  
Email us: [Revenue.Enforcement@detma.org](mailto: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 Middleton

**1. TRANSACTION INFORMATION**

Transfer of License  
 Alteration of Premises  
 Change of Location  
 Management/Operating Agreement

Pledge of Inventory       Change of Class  
 Pledge of License       Change of Category  
 Pledge of Stock       Change of License Type  
 Other

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.

Applicant has entered into a Purchase and Sale Agreement with Vinum Wine Shop Inc. to purchase the assets, including the all alcohol liquor license and all inventory, from Vinum. This Transfer of License Application is associated with that Purchase Agreement. The purchase price is being partially funded by a Seller Note. The Seller Note is being secured by a pledge of the license and inventory.

**2. LICENSE CLASSIFICATION INFORMATION**

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

**3. BUSINESS ENTITY INFORMATION**

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

Current or Seller's License Number 00040-PK-0704      FEIN

Entity Name JY Inc.

DBA Vinum Wine Shop      Manager of Record Jay Patel

Street Address 232-B South Main Street, Middleton, MA 01949

Phone 978-304-1048      Email  vinumliquor232@gmail.com

Add'l Phone       Website  www.vinumwineshop.com

**4. DESCRIPTION OF PREMISES**

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

A 3,000 square foot unit located at the Market Basket retail complex located on South Main Street, Middleton, MA with a checkout/register counter, wine tasting counter, coolers, and an office and bathroom. The Unit has 1 public entrance and 2 exits.

Total Sq. Footage 3,000  Seating Capacity N/A  Occupancy Number N/A

Number of Entrances 1  Number of Exits 2  Number of Floors 1

## APPLICATION FOR A TRANSFER OF LICENSE

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

Transferor Entity Name **Vinum Wine Shop Inc.**

By what means is the  
license being  
transferred?

Purchase

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

Name of Principal	Title/Position	Percentage of Ownership
Samantha Miller	President	50%
Name of Principal	Title/Position	Percentage of Ownership
John Miller	Treasurer	50%
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

### 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
Jay Patel	12 Sheldon Circle, Middleton, MA 01949-2260		03/01/2003
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
President, Treasurer, Clerk and Director	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" 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 type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No			
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No			
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No			

Additional pages attached?

Yes  No

**CRIMINAL HISTORY**

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

Yes  No

**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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

## APPLICATION FOR A TRANSFER OF LICENSE

### 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	500,000.00
C. Other* (Please specify)	35,000.00
D. Total Cost	535,000.00

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

### **SOURCE OF CASH CONTRIBUTION**

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

Name of Contributor	Amount of Contribution
Jay Patel	\$100,000
<b>Total</b>	

### **SOURCE OF FINANCING**

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Samantha & Jonathan Miller	435,000	Promissory Note (Attachment 10)	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

### **FINANCIAL INFORMATION**

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

The purchase of Vinum is being funded using a seller note and available cash from the Buyer. Copies of Buyer's bank statements are attached and a copy of the Note from Buyer to the Seller is also attached.

### **11. PLEDGE INFORMATION**

Please provide signed pledge documentation.

Are you seeking approval for a pledge?  Yes  No

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

To whom is the pledge being made?

Vinum Wine Shop Inc.

## 12. MANAGER APPLICATION

### A. MANAGER INFORMATION

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

Proposed Manager Name	Jay Patel	Date of Birth	03/01/2003	SSN	
Residential Address	12 Sheldon Circle, Middleton, MA 01949-2260				
Email	jaypatel_2003@yahoo.com	Phone	978-882-3349		
Please indicate how many hours per week you intend to be on the licensed premises			40+		

### 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
		See Attachment 12C		

### 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

7/26/2024

### 13. MANAGEMENT AGREEMENT

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

If yes, please fill out section 13.

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

Yes  No

**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		
Name of Principal	Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		<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	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		<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	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		<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	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		<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	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		<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**

Signature:

Title:

Date:

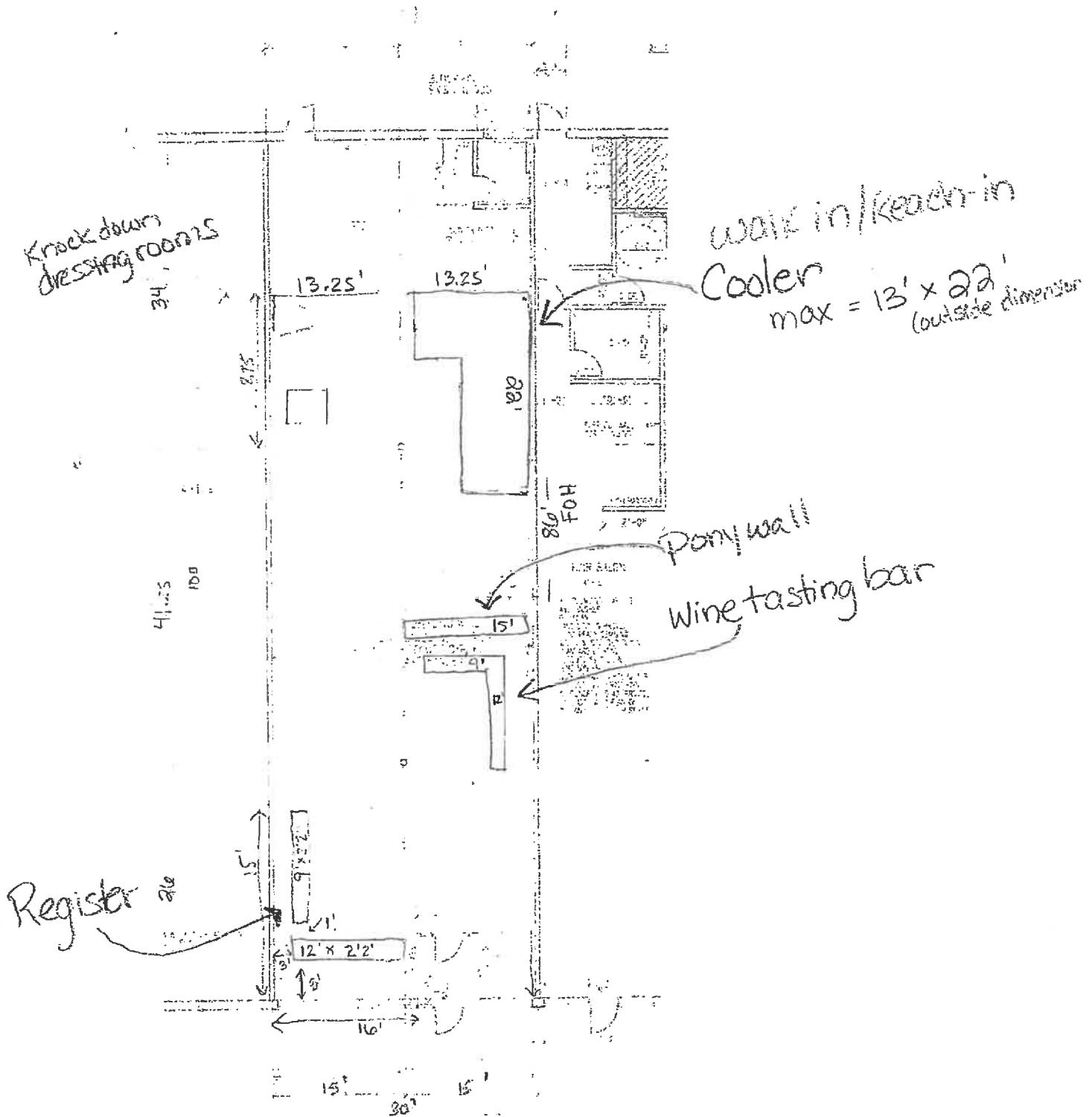
**Management Agreement Entity Officer/LLC Manager**

Signature:

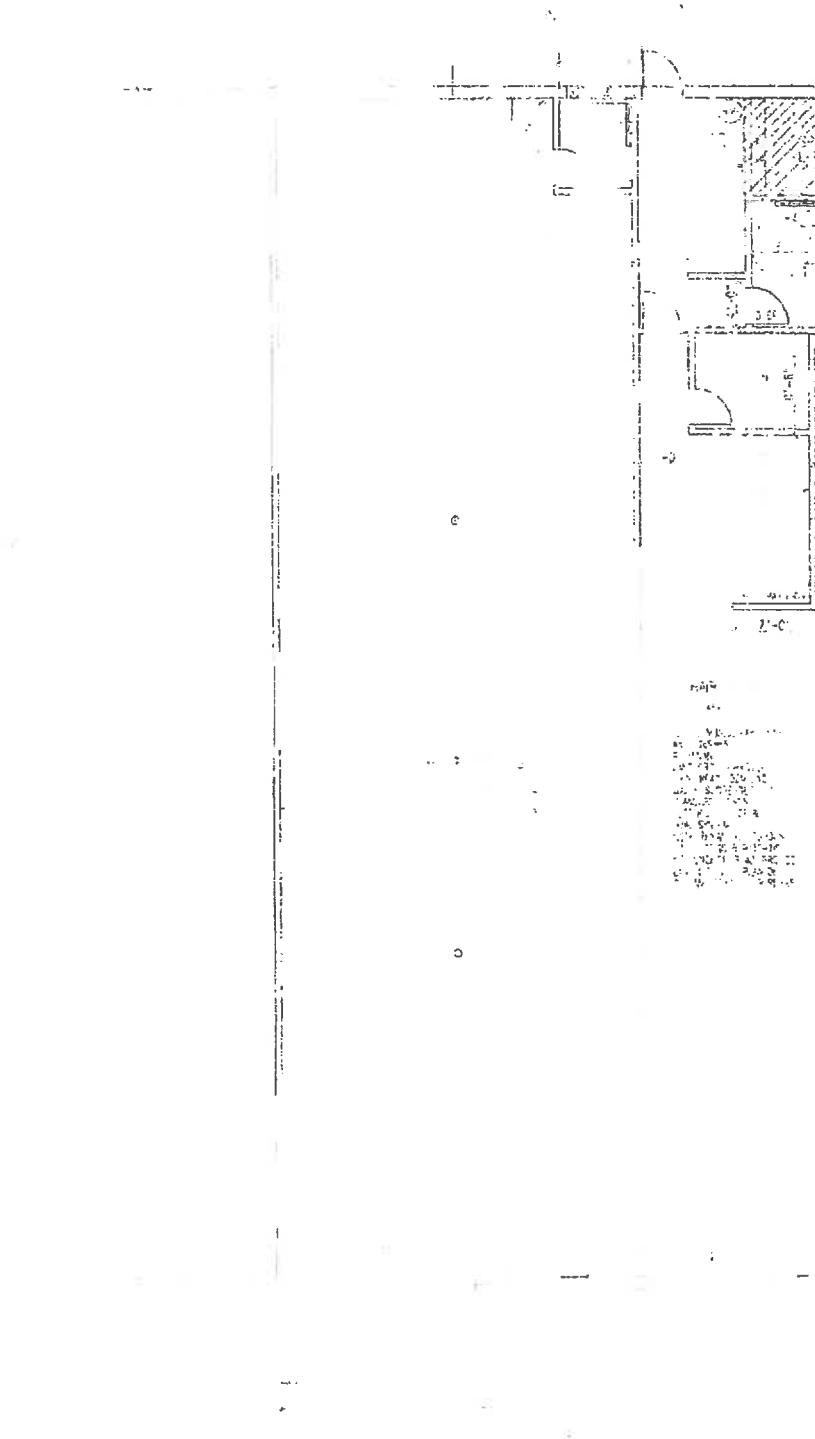
Title:

Date:

## **ATTACHMENT 4**



$$)'' = 15'$$



## **ATTACHMENT 10**

**MASSACHUSETTS STANDARD PROMISSORY NOTE  
SECURED**

This Secured Promissory Note (the "Note") is made as of this September 30, 2024 (mm/dd/yyyy), hereinafter known as the "Start Date," by and between:

JY Inc. (Borrower Name) of 12 Sheldon Circle, Middleton, MA 01949  
(the "Borrower") has received and promises to payback

Vinum Wine Shop Inc. (Lender Name) of 232b South Main Street, Middleton MA 01949  
(the "Lender") the principal sum of up to four hundred thirty five thousand and 00/100 US Dollars  
(\$ 435,000.00 ) with interest accruing on the unpaid balance at a rate of 6 percent  
(%) per annum, hereinafter known as the "Borrowed Money," beginning as of the Start Date in  
the manner as follows:

**1. PAYMENTS.** The full balance of this Note, including all accrued interest and late fees, is due and payable on 10/1/2028 (mm/dd/yyyy), hereinafter known as the "Due Date." The Loan shall be due and payable in one (1) of the following ways: (check one)

- **LUMP SUM.** The Borrower shall pay a lump sum to be made in full, principal and interest included, of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) by the Due Date.

- **INSTALLMENTS.** The Borrower shall pay principal and interest in the amount of approximately ten thousand two hundred fifteen and 95/100 Dollars (\$ 10,215.99) on: (check one)

- A weekly basis with any remaining balance payable on the Due Date.  
 - A monthly basis with any remaining balance payable on the Due Date.  
 - A quarterly basis with any remaining balance payable on the Due Date.

2. **LATE FEE.** There shall be a late payment fee of \$ \_\_\_\_\_ if an installment is not paid on time (by the due date) along with the default interest due, as described in Section 5.

**3. SECURITY.** This note is hereby secured by the following:

### liquor license and inventory

hereinafter known as the "Security," which shall transfer to the possession and ownership of the Lender IMMEDIATELY pursuant to Section 8 of this Note. The Security may not be sold or transferred without the Lender's consent until the Due Date. If Borrower breaches this provision, Lender may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law. The Lender shall have the sole option to accept the Security as full-payment for the Borrowed Money without further liabilities or obligations. If the market value of the Security does not exceed the Borrowed Money, the Borrower shall remain liable for the balance due while accruing interest at the maximum rate allowed by law.

**4. CO-SIGNER. (check one)**

- **CO-SIGNER.** This Note shall have a Co-Signer, known as \_\_\_\_\_ (Co-Signer Name) hereinafter known as the "Co-Signer," that agrees to the liabilities and obligations on behalf of the Borrower under the terms of this Note. If the Borrower does not make payment, the Co-Signer shall be personally responsible and is guaranteeing the payment of the principal, late fees, and all accrued interest under the terms of this Note.

- **NO CO-SIGNER.** This Note shall not have a Co-Signer.

- 5. INTEREST DUE IN THE EVENT OF DEFAULT.** In the event the Borrower fails to pay the note in full on the Due Date, unpaid principal shall accrue interest at the maximum rate allowed by law until the Borrower is no longer in default.
- 6. ALLOCATION OF PAYMENTS.** Payments shall be first credited to any late fees due, then to interest due, and any remainder will be credited to principal.
- 7. PREPAYMENT.** Borrower may prepay this Note without penalty.
- 8. ACCELERATION.** If the Borrower is in default under this Note or is in default under another provision of this Note, and such default is not cured within the minimum allotted time by law after written notice of such default, then Lender may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable. This includes any rights of possession in relation to the Security described in Section 3.
- 9. ATTORNEYS' FEES AND COSTS.** Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtains a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.
- 10. WAIVER OF PRESENTMENTS.** Borrower waives presentment for payment, notice of dishonor, protest, and notice of protest.
- 11. NON-WAIVER.** No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.
- 12. SEVERABILITY.** In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.
- 13. INTEGRATION.** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.
- 14. CONFLICTING TERMS.** The terms of this Note shall control over any conflicting terms in any referenced agreement or document.

**15. NOTICE.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

**16. EXECUTION.** The Borrower executes this Note as a principal and not as a surety. If there is a Co-Signer, the Borrower and Co-Signer shall be jointly and severally liable under this Note.

**17. GOVERNING LAW.** This note shall be governed under the laws in the State of Massachusetts.

**18. ADDITIONAL TERMS & CONDITIONS.**

**19. SIGNATURE AREA**

**Lender Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: Vinum Wine Shop Inc. \_\_\_\_\_

**Borrower Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: JY Inc. \_\_\_\_\_

**Co-Signer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

-----  
**Witness Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

## **ATTACHMENT 12C**

## Jay Patel

Address: 12 Sheldon Circle Middleton, MA 01949 | Phone: (978) – 882 – 3349 | Email: [jpatel@falcon.bentley.edu](mailto:jpatel@falcon.bentley.edu)

### EDUCATION:

Bentley University, Waltham, MA  
Candidate for Bachelor of Science, Finance  
GPA: 3.67 | Honors: President's List

May 2025

### RELEVANT PROJECT:

**FI 305 Principles of Accounting and Finance**  
*Financial Ratios Project*

January 2023 – May 2023

- Collaborated alongside three peers to analyze a dividend-paying company, creating income statements and balance sheets
- Utilized financial concepts, including the Dupont equation, for in-depth analysis of the company's financial performance
- Prepared a comprehensive report detailing the company's history, strategy, and financial strengths and weaknesses

*Capital Budgeting Project*

- Worked alongside three peers to conduct a financial analysis on entering the high-capacity storage device market, focusing on Net Present Value (NPV) and Internal Rate of Return (IRR)
- Evaluated financial feasibility under various scenarios, adjusting for changes in sales, cost of goods sold, net working capital ratios, equipment scrap value, and required rate of return
- Developed a strategic recommendation based on financial indicators for the viability of the proposed business expansion

### PROFESSIONAL & LEADERSHIP EXPERIENCE:

**Richdale Gas and Convenience Store, Middleton, MA**

January 2017 – Present

*Manager*

- Execute daily operations at our family-owned gas station, including managing the cash register, and maintaining inventory levels to ensure organized and well-stocked shelves
- Provide managerial oversight across eight stores, including site visits and strategic consultation to enhance operational efficiency and performance
- Create and maintain excel sheets to track revenues and costs, aiding in budgeting and financial analysis

**Four Points by Sheraton Boston Logan Airport Revere, Revere, MA**

August 2023 – September 2023

*Sales Associate*

- Managed Group Reservations consisting of 10 – 80 rooms
- Undertook a comprehensive market competition analysis of 10 neighboring hotels, providing valuable insights
- Identified and targeted new markets and audiences to enhance occupancy rates

**Assembly, London, UK**

July 2023 – August 2023

*Business Intern*

- Conducted an in-depth market competition analysis of 25 competitors, providing strategic insights for optimal product positioning and marketing for launch
- Revamped the user interface of our application, making it more visually appealing and user-friendly, particularly for parents
- Participated in marketing campaigns by crafting compelling slogans, impactful posters, and engaging online advertisements
- Compiled research to create a comprehensive presentation to pitch our product to investors to secure capital

**Four Points by Sheraton Boston Logan Airport, Revere, MA**

June 2022 – August 2022

*Front Desk Associate*

- Operated lightspeed terminal to check-in, check-out, and address various requests, including financial services
- Mentored and trained new associates in front desk operations, teaching key skills and hotel protocols
- Consulted on enhancing the guest experience and the allocation of renovation funds to optimize satisfaction and performance

**Four Points by Sheraton Wakefield Boston Hotel & Conference Center, Wakefield, MA**

June 2021 – August 2021

*Intern*

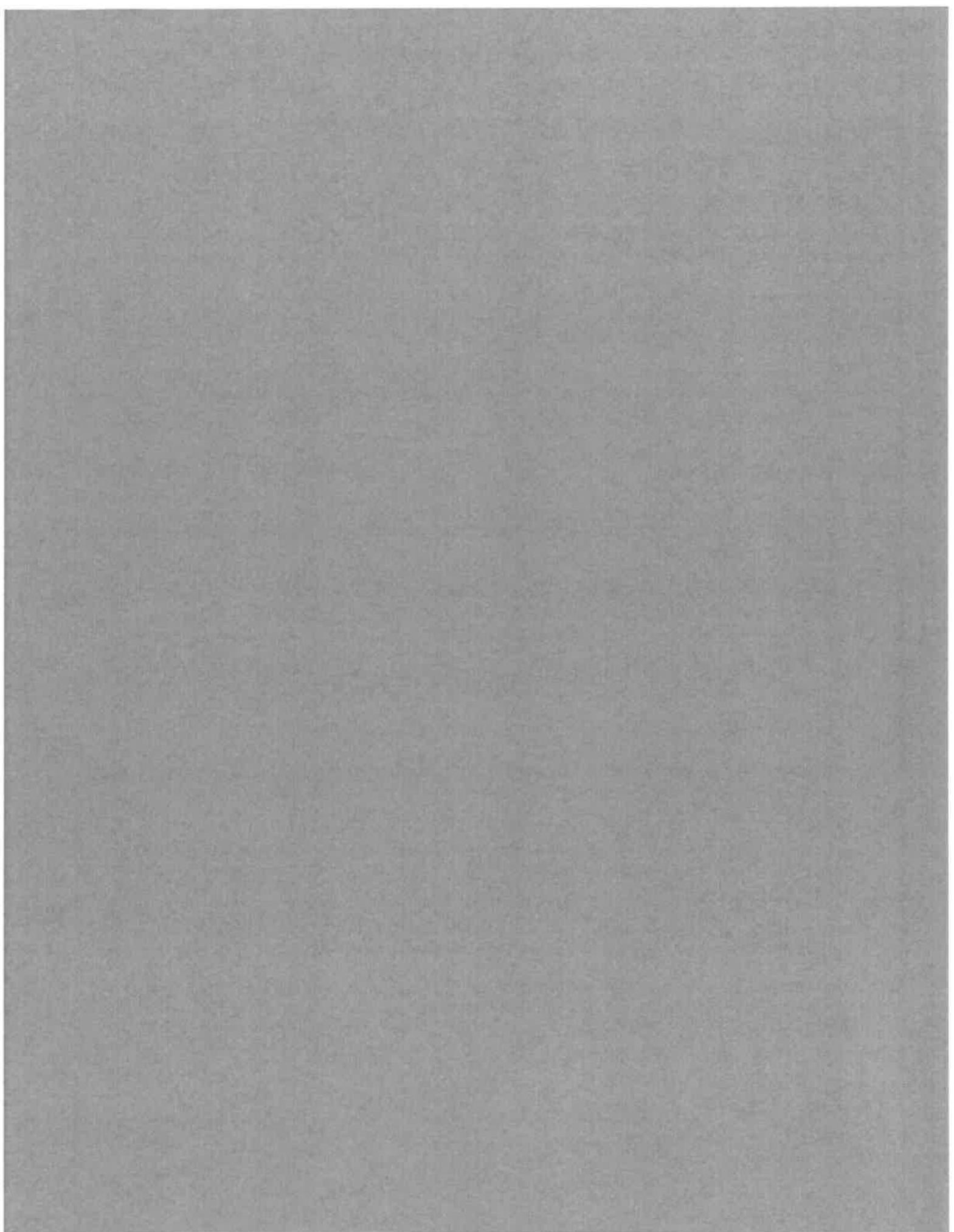
- Excelled in guest relations through personalized check-ins, efficient coordination of services like shuttle rides, event preparation, and handling of reservation bookings
- Gained valuable insights into regional management by participating in branch meetings, property visits, banquet and event preparations, and addressing a variety of operational challenges
- Acquired proficiency in night audit responsibilities, focusing on accurate reporting and analysis of daily financial data

### ACTIVITIES & CLUBS:

Volunteer at Middleton Police Department, Relay for Life, Brother in Alpha Kappa Psi, Bentley Investment Group, Bentley Real Estate Group

### SKILLS:

Microsoft Office and Excel, Lightspeed, Gilbarco and Verifone POS systems, Communication, Worth Ethic, and Organization



## APPLICANT'S STATEMENT

I,  the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager

Authorized Signatory

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.

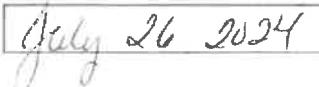
I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and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



Title:



**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: 001824526 (number will be assigned)

**ARTICLE I**

The exact name of the corporation is:

JY 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:

**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	275,000	0	10

**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.

NONE

**ARTICLE V**

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

NONE

**ARTICLE VI**

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

## 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: **JAY PATEL**

Number and street: **12 SHELDON CIRCLE**

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	JAY PATEL	12 SHELDON CIRCLE MIDDLETON, MA 01949 USA
TREASURER	JAY PATEL	12 SHELDON CIRCLE MIDDLETON, MA 01949 USA
SECRETARY	JAY PATEL	12 SHELDON CIRCLE MIDDLETON, MA 01949 USA
DIRECTOR	JAY PATEL	12 SHELDON CIRCLE MIDDLETON, MA 01949 USA

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:

**OPERATION OF A RETAIL STORE SELLING ALL ALCOHOL AND ACCESSORIES, CIGARETTES AND CIGAR PRODUCTS AND ACCESSORIES ASSOCIATED THERETO.**

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

Number and street: **12 SHELDON CIRCLE**

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: 12 SHELDON CIRCLE

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

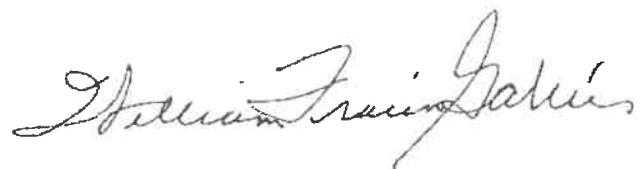
Signed this 24 Day of July, 2024 at 12:07 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

JAY PATEL

THE COMMONWEALTH OF MASSACHUSETTS

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

July 24, 2024 12:05 PM

A handwritten signature in black ink, appearing to read "William Francis Galvin". The signature is fluid and cursive, with "William" and "Francis" stacked above "Galvin".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*





## Town of Middleton

### Business Certificate

In conformity with the provisions of Chapter 110, Section 5 of the Massachusetts General Laws  
As amended, the undersigned hereby declare(s) that a business is conducted under the title of

*JY Inc.*  
Name of Business: JY Inc. Vinum Liquors

Business Address: 232-B South Main Street Middleton, MA 01949

Business Phone: 978-882-3349 Email Address jaypatel\_2003@yahoo.com

Nature of Business retail store selling alcohol and tobacco products

By the following named person(s):(include corporate name and title, if corporate officer)

1. Jay Patel, President of JY Inc. 12 Sheldon Circle Middleton, MA 01949-2260  
Owner/Corporate Officer Name Residential Address City, State, Zip

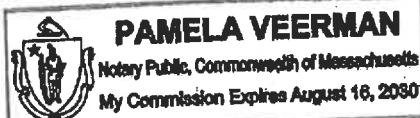
2. Owner/Corporate Officer Name Residential Address City, State, Zip

The signatories below acknowledge this certificate is not proof of conformity to Zoning Bylaws or Board of Health regulations. It is the responsibility of the applicant to contact the Building Commissioner and the Health Agent in order to comply with Town Bylaws, rules and regulations.

Signatures: 1. Jay Patel President of JY Inc. 2. \_\_\_\_\_

On July 29, 2024 the above-named person(s) personally appeared before me and made oath that the forgoing statement is true.

Seal



Pamela Veerman  
Notary Public/Town Clerk Signature

1. Identification presented:  Driver's License # \_\_\_\_\_  Other \_\_\_\_\_  
2. Identification presented:  Driver's License # \_\_\_\_\_  Other \_\_\_\_\_

#### DEPARTMENTAL APPROVAL/DENIAL REQUIRED

Building Commissioner:  Approved  Denied Signature Jay Patel Date: 7/26/24

Board of Health:  Approved  Denied Signature M. Miller Date: 7/29/24

In accordance with the provisions of Chapter 337 of the Acts of 1985 and Chapter 110, Section 5 of MGL, business certificates shall be in effect for four (4) years from the date of issue and shall be renewed each four years thereafter. A statement under oath must be filed with the Town Clerk upon discontinuing, retiring or withdrawing from such business or partnership. Copies of such certificates shall be available at the address at which such business is conducted and shall be furnished on request during regular business hours to any person who has purchased goods or services from such business.

Violations are subject to a fine of not more than three hundred (\$300.00) for each month during which such violation continues.

Certificate Number 24-37 Date Processed July 30, 2024

Certificate Expiration July 30, 2028  New  Renewal





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: (IF EXISTING LICENSE):	00040-PK-0704	LICENSEE NAME:	JY Inc.	CITY/TOWN:	Middleton
--	---------------	----------------	---------	------------	-----------

**APPLICANT INFORMATION**

LAST NAME:	Patel	FIRST NAME:	Jay	MIDDLE NAME:			
MAIDEN NAME OR ALIAS (IF APPLICABLE):				PLACE OF BIRTH:	Winchester, MA		
DATE OF BIRTH:	03/01/2003	SSN:		ID THEFT INDEX PIN (IF APPLICABLE):			
MOTHER'S MAIDEN NAME:	Patel	DRIVER'S LICENSE		STATE LIC. ISSUED:	Massachusetts		
GENDER:	MALE	HEIGHT:	5 8	WEIGHT:	155	EYE COLOR:	brown
CURRENT ADDRESS:	12 Sheldon Circle						
CITY/TOWN:	Middleton	STATE:	MA	ZIP:	019492260		
FORMER ADDRESS:	Same						
CITY/TOWN:		STATE:		ZIP:			

**PRINT AND SIGN**

PRINTED NAME:	Jay Patel	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	-----------	-------------------------------	--

**NOTARY INFORMATION**

On this <u>26</u> day of July	before me, the undersigned notary public, personally appeared <u>Jay Patel</u>
(name of document signer), proved to me through satisfactory evidence of identification, which were	
his 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**

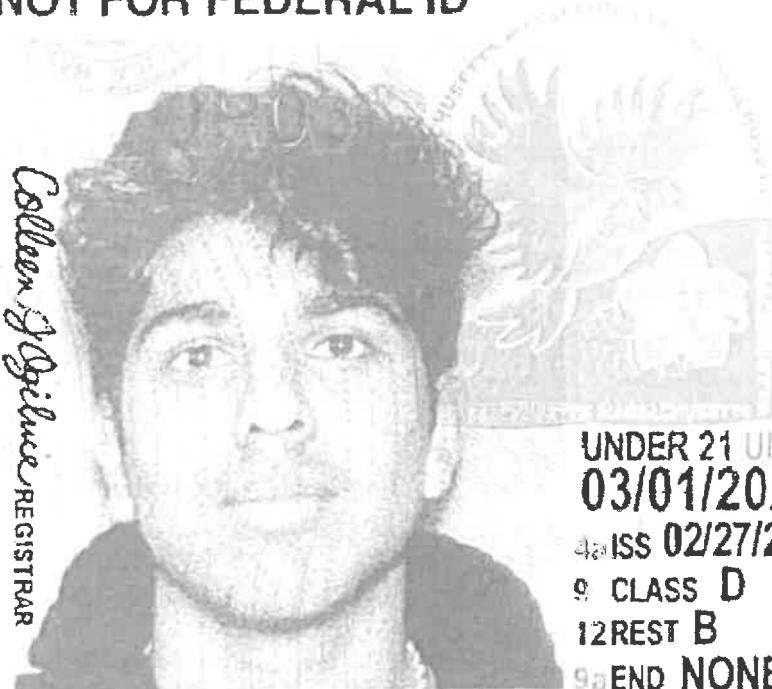
REQUESTED BY:	<input type="text"/>
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	
The DCII Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCII. Certified agencies are required to provide all applicants the opportunity to include 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) 660-4614.	



# MASSACHUSETTS

## UNDER 21 DRIVER'S LICENSE

### NOT FOR FEDERAL ID



Colleen J. O'Brien REGISTRAR

UNDER 21 UNTIL  
03/01/2024  
ISS 02/27/2024  
CLASS D  
12 REST B  
END NONE

NUMBER 41 EXP 03/01/2029 DOB 03/01/2003

JAY  
12 SHELDON CIR  
MIDDLETON, MA 01949-2260

03/01/03 SEX M HGT 5'-08" EYES BLK  
DR 02/28/2024 Rev 02/22/2016

*Endorsements / Mentions Spéciales / Anotaciones*

If your passport expires within six months of your date of departure, you may be denied entry into some countries.

-THIS PASSPORT IS A REPLACEMENT FOR A LOST PASSPORT



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT  
PASSEPORT / PASAPORTE

THE UNITED STATES OF AMERICA

Type/Type/Tipo Code/Code/Código P Passport  
P USA

Surname/Nom/Apellidos

PATEL

Given names/Prénoms/Nombres

JAY

Nationality/Nationalité/Nacionalidad

UNITED STATES OF AMERICA

Date of birth/Date de naissance/Fecha de nacimiento

01 MAR 2003

Sex/Sexe/Sexo

M

Place of birth/Lieu de naissance/Lugar de nacimiento

MASSACHUSETTS, U.S.A.

Date of issue/Date de délivrance/Fecha de expedición

23 MAY 2032

Fecha de caducidad

MENT OF STATE

P<USAPATE

<<<<<<<<<<<<<





## CERTIFICATE OF COMPLETION

This certifies that

Jay Patel

is awarded this certificate for

TIPS Off-Premise Alcohol Seller Training

Hours  
3.00

Completion Date  
06/18/2024

Expiration Date  
06/18/2027

Certificate #  
OFF-000033838441

A handwritten signature of 'Jay Patel'.

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | [www.360training.com](http://www.360training.com)



Issued: 06/18/2024  
Certificate #: OFF-000033838441

Jay Patel  
12 sheldon circle  
Middleton MA 01949

CERTIFIED

Expires: 06/18/2027



Phone: 800-438-8477  
[www.gettips.com](http://www.gettips.com)

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

Signature \_\_\_\_\_



## CORPORATE VOTE

The Board of Directors or LLC Managers of

JY Inc.

Entity Name

duly voted to apply to the Licensing Authority of

Middleton

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

July 24, 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 checked="" type="checkbox"/> Pledge of Collateral (i.e. License/Stock)
<input type="checkbox"/> Change of Manager	<input type="checkbox"/> Change Corporate Name	<input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt)	<input type="checkbox"/> Management/Operating Agreement
<input type="checkbox"/> Change of Officers/ 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" value=""/>	<input type="checkbox"/> Change of DBA

"VOTED: To authorize

Jay Patel

Name of Person

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

"VOTED: To appoint

Jay Patel

Name of Liquor License Manager

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

For Corporations ONLY

A true copy attest,

A true copy attest,

  
Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

Jay Patel  
(Print Name)

(Print Name)

10

PURCHASE AND SALE AGREEMENT

7/10/2024 7/10/2024

This Purchase and Sale Agreement (the "Agreement") is made this day of July 2024 (the "Effective Date") is made by and between VINUM WINE SHOP INC., a Massachusetts corporation, having a mailing address of 232b South Main Street, Middleton, MA 01949, hereinafter referred to as "Seller" and JAY PATEL or his nominee, having a mailing address of 12 Sheldon Circle, Middleton, MA 01949, hereinafter referred to as "Buyer".

1. **AGREEMENT TO PURCHASE ASSETS:** Seller, for and in consideration of the sum hereinafter specified, to be paid and satisfied as stipulated herein, agrees to sell, transfer, convey, assign and deliver to the Buyer, and the Buyer herein, agrees to purchase from the Seller, all assets, properties, claims, rights and interests of the Seller of every kind, nature, and description owned and used by the Seller in its operation of package store that sells all alcoholic beverages (the "Store") at 232b South Main Street, Middleton, MA 01949 ("Property"), whether tangible or intangible (but excluding cash and cash equivalents), real, personal or mixed, and wherever located including, without limitation, the following (collectively the "Assets"):
  - a. inventories of products, components, office supplies, maintenance supplies, and similar items of the Seller that exist on the Closing Date (as defined below); and
  - b. the Seller's right, title and interest in and to any lease agreement by and between the Seller and DSM MB II LLC, the landlord (the "Landlord") for the Property (the "Lease"), copy of which is attached hereto as Exhibit A; and
  - c. all accounting and procedural manuals, and other documentation used or developed in connection with the operation of the Store; and
  - d. all of the supplies, machinery (including but not limited to coolers, condensers, refrigeration units), shelving, glassware, equipment (including but not limited to point of sale/service equipment and associated hardware and software), furniture, fixtures, and leasehold improvements used in connection with the operation of the Store whether or not reflected as capital assets in the accounting records of the Seller; and
  - e. any permits, certificates, variances, special permits, consents and approvals, if any, pertaining to the operation of the Store, including but not limited to the off-premises liquor license

issued by the Middleton Select Board for the sale of all alcoholic, a copy of which is attached hereto as Exhibit B (the "License") and

- f. all goodwill associated with the Store including, without limitation, all rights in and to customer goodwill, websites, email addresses, social media accounts, all telephone numbers and telephone directory listings, and all intangible property rights, including but not limited to trade names and trademarks owned or used by the Seller in the operation of the Store; and
- g. the exclusive perpetual right to use the name "Vinum" or any derivation thereof for any purpose. Such right shall include but not be limited to all domain names, websites, registration rights, intellectual property rights, and any other rights connected with the name or the operation of the Store.

Buyer shall not assume nor agree to perform pay or discharge, any obligations, liabilities and commitments (fixed or contingent) of the Seller.

2. **APPROVALS; LEASE ASSIGNMENT; AND TERMINATION.**

- a. Approvals. Buyer's obligations under this Agreement shall be subject to the condition that the Buyer shall have received approval for the transfer of the License (the "Transfer") from the Middleton Select Board and the Massachusetts Alcoholic Beverages Control Commission. The Transfer shall be deemed complete upon the issuance by the Middleton Select Board of an off premises all alcohol license in the name of Buyer or his nominee.
- b. Buyer's Right to Terminate. If the Transfer is denied or if Seller fails to deliver Seller's Deliverables as set forth under Section 5 hereof, Buyer may, in its sole discretion, terminate this Agreement by giving written notice of such election to Seller's counsel, in which event the Deposit, as defined below, shall be returned forthwith to Buyer and, except as expressly set forth herein, neither Seller nor Buyer shall have any further liability or obligation to the other hereunder.

3. **PURCHASE PRICE.** The Buyer shall pay the total price of \$500,000.00 plus the book value of Inventory (the "Purchase Price") which Purchase Price shall be payable in the following manner:

"Deposit" to be paid on the Effective Date	\$ 10,000.00
"Closing Payment" to be paid on the Closing Date	\$ 90,000.00
"Note" from Buyer to Seller*	\$400,000.00 plus Inventory book value
PURCHASE PRICE	\$500,000.00 plus Inventory book value

Deposit to be held in escrow by Seller's attorney and no interest shall be earned on said Deposit monies. Inventory to be valued per agreement of Buyer and Seller on Closing Date.

\*Note the shall bear an interest rate of 6% and shall have a term of four years beginning on the Closing Date. Payments of interest and principal will be paid monthly based on an amortization period of 4 years at the stated rate of interest.

4. **CLOSING.** Seller shall deliver all Seller Deliverables, defined below under Section 5 and Buyer shall deliver the Closing Payment and the Note at 1:00 p.m. on the date that is the later of September 30, 2024 or five (5) business days following the date on which Buyer receives all Final Approvals, provided all the conditions to closing have been satisfied (the "Closing Date"). Such closing shall take place at the office of Mann & Mann, P.C., 191 South Main Street, Middleton, Massachusetts 01949, or at such other time and place as the parties hereto may agree upon in writing, provided however, Seller shall be entitled to deliver all originals of all Seller Deliverables, by mail and shall not be required to attend an in person Closing. It is agreed that time is of the essence of this Agreement.
5. **SELLER DELIVERABLES: CONFIRMATORY DOCUMENTS.** The obligations of Buyer under this Agreement are subject to delivery by Seller of the following (the "Seller Deliverables"):
  - a. A certificate from the Department of Unemployment Assistance certifying that the Seller is in good standing and is current with all of its obligations. To be delivered within ten (10) business days of the Execution Date.
  - b. A certificate from the Department of Revenue certifying that the Seller is in good standing. To be delivered within ten (10) business days of the Execution Date.
  - c. Any evidence, as reasonably requested by Buyer, that any liabilities related to the License have been paid in full.
  - d. Executed counterparts of the settlement statement identifying the flow of funds.
  - e. Executed Assignment of Lease from the Landlord assigning all right title and interest in the lease to Buyer.
  - f. Estoppel certificate from Landlord stating that all rent and other payments due under any Lease have been paid in full and that there are no uncured defaults.
  - g. A certificate from the Secretary of the Commonwealth of Massachusetts noting that the Seller is in good standing.
  - h. Such affidavits, and other documents and instruments, in a form reasonably acceptable to

Buyer's counsel.

- i. A Bill of Sale, in substantially the form attached hereto as Exhibit B (the "BOS") running to the Buyer, or to his nominee designated by the Buyer by written notice to the Seller at least seven (7) days before the Closing Date and said BOS shall convey all of the Assets free and clear of any liens, restrictions or encumbrances whatsoever. As of the Closing Date Seller shall have delivered full possession of all Assets free and clear from all liens and encumbrances.
6. **LIQUIDATED DAMAGES:** The parties acknowledge that the measure of damages for breach of this agreement may be difficult to determine. In the event the Buyer without reason, fails and refuses to close the transaction after Seller fully complies with all requirements of the agreement, then Seller may retain the Deposit as Liquidated Damages as its sole and exclusive remedy hereunder
7. **TERMS AND CONDITIONS:**
  - a. In entering into this contract, Buyer has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Seller which are not expressly set forth in this contract, whether or not any such representations, warranties, or statements were made in writing or verbally.
  - b. Except as specifically set forth in this contract, including without limitation, in any representation, warranty or covenant made by Seller, the Assets shall be sold and conveyed strictly on and "As Is" basis and without representations, warranties or covenants express or implied or statutory, of any kind whatsoever, including but not limited to any representation, warranty or covenant, as to the condition, as to the value, compliance with specifications, use, condition, or any other matter affecting or related to the Liquor License.
  - c. Buyer hereby expressly acknowledges that no representations, warranties or covenants regarding the Assets have been made to it by Seller unless the same appear in this contract.
  - d. The provisions of this article shall survive the closing or the termination of this contract.
8. **REPRESENTATIONS AND WARRANTIES OF THE SELLER:**
  - a. The Seller represents and warrants to the Buyer that it is the owner of the Assets, including but not limited to the License and Inventory. The Liquor License and Inventory shall be sold free and clear of any and all liens, claims and or encumbrances and there are no unpaid liquor supplies as to the Liquor License.
  - b. The Seller has the full right, power, and authority to consummate this transaction and convey the Assets to the Buyer.

9       NOTICES: Any notices hereunder shall be deemed given when mailed by Overnight Delivery, registered, Certified Mail, and Return Receipt Requested and/or by Regular Mail, addressed to Seller or Buyer, along with facsimile transmissions and/or delivered personally to Seller or buyer at the following addresses:

As to Seller: Samantha Miller  
Vinum Wine Shop  
232b South Main Street  
Middleton, MA 01949

Copy to: William F. Bowler, Esq.  
328 Essex Street  
South, Hamilton, MA 01982

As to Buyer **Jay**  
~~XXXXXX~~ Patel  
12 Sheldon Circle  
Middleton, MA 01949

Copy to: Jill Elmstrom Mann  
MANN & MANN, P.C.  
191 South Main Street  
Middleton, MA 01949  
jill@mannpc.com

10. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the parties hereto. No amendment or modification hereof shall have any force or effect unless in writing and executed by all parties.
11. **BINDING EFFECT:** This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, their heirs, executors, administrators, successors and assigns.
12. **GOVERNING LAW:** It is agreed by and between the parties that this agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and the United States of America.
13. **MODIFICATION:** No change, alteration, amendment, modification or waiver of any terms or provisions of this agreement shall be valid and binding upon the parties unless the same shall be in writing and signed by each of the parties hereto.
14. **SURVIVAL:** Whenever the context of this agreement allows, expressly provides, or reasonably

implies a continuing obligation, such continuing obligation shall survive the closing and shall not merge therein.

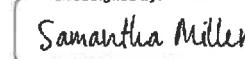
15. **COUNTERPARTS:** This agreement shall be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

7/10/2024 7/10/2024

IN WITNESS WHEREOF, the undersigned have set their hands and seals this day of July, 2024.

SELLER

VINUM WINE SHOP INC.

By:   
Samantha Miller

SAMANTHA MILLER, President and Treasurer

BUYER

DocuSigned by:



JAY PATEL

Exhibit A

Lease

# LEASE

LEASE made as of February 10, 2020.

**LANDLORD:** DSM MB II LLC, a Delaware limited liability company having a usual place of business at 875 East Street, Tewksbury, Massachusetts 01876.

**TENANT:** Vinum Wine Shop Inc., a Massachusetts corporation having a usual place of business at 68 North Street, North Reading, Massachusetts 01864.

**1. LEASED PREMISES.** The Landlord hereby leases to the Tenant the store premises (the "Leased Premises") containing approximately 3,000 square feet and located at Middleton Marketplace, 230 Main Street, Middleton, Massachusetts 01949 (the "Shopping Center"), shown on Exhibit A, and as the same may from time to time be reduced by condemnation, or as the same may from time to time be increased by the addition of other lands and structures or other improvements. There is reserved to the Landlord the use of the exterior walls (other than store fronts), the roof and the right to install, maintain, use, repair and replace pipes, ducts, conduits, tunneling, utility lines, wires and cables leading through the Leased Premises in locations which will not materially interfere with the Tenant's use thereof and serving other parts of the Shopping Center which are presently or hereafter erected. Tenant shall install and maintain access panels in any hung ceiling and in the walls sufficient to afford Landlord access to the facilities above the ceiling or behind the walls.

**2. TERM.** The term begins at the earlier of: (a) 90 days after delivery of possession of the Leased Premises; or (b) the date on which the Tenant opens for business, the "Commencement Date" and continues until December 31, 2024, unless sooner terminated as hereinafter provided. If Tenant is not in default, Tenant shall have 2 options to extend the term for 5 years each by giving Landlord 12 months written notice.

**3. CONSTRUCTION.** The Tenant hereby accepts the Leased Premises in "as is" condition and shall cause to be performed the work required on Exhibit B and shall pay the cost of such work. Tenant shall submit plans for its construction and for its store sign to the Landlord and all construction shall be done in accordance with plans which have been approved by the Landlord. Prior to commencement of construction in the Leased Premises, Tenant shall provide Landlord with certificates of public liability, workmen's compensation, builder's risk and other insurance reasonably requested by Landlord. Tenant shall not install any sign without the Landlord's prior written approval. Tenant further agrees that it shall not permit any mechanic's liens or materialmen liens to be filed against the Leased Premises or the Shopping Center because of Tenant's work and shall cause the same to be discharged by bonding or by payment within 30 days after notice from the Landlord.

**4. MINIMUM RENT.** Commencing the earlier of: (a) 60 days after Tenant opens for business; or (b) not more than 150 days after delivery of possession of the Leased Premises (the "Minimum Rent Commencement Date"), the Tenant agrees to pay rent to the Landlord on the first day of each month in the following amounts:

	<i>Annual</i>	<i>Monthly</i>	<i>Per Square Foot</i>
Minimum Rent Commencement Date – 12/31/21 (Original Term)	\$30,000.00	\$2,500.00	\$10.00
1/1/22 – 12/31/22 (Original Term)	\$36,000.00	\$3,000.00	\$12.00
1/1/23 – 12/31/24 (Original Term)	\$43,500.00	\$3,625.00	\$14.50
1/1/25 – 12/31/29 (First Option)	\$52,500.00	\$4,375.00	\$17.50
1/1/30 – 12/31/34 (First Option)	\$60,000.00	\$5,000.00	\$20.00

All Rent (both Minimum Rent and other payments of additional rent) in accordance with the following:

If by wire:

Account Name: DSM MB II LLC, for the benefit of  
New York Life Insurance Company  
Account No.: 4640547356  
ABA No.: 026009593  
Address: 100 West 33rd Street  
New York, NY 10001

If by ACH:

Account Name: DSM MB II LLC, for the benefit of  
New York Life Insurance Company  
Account No.: 4640547356  
ABA No.: 011000138  
Address: 100 West 33rd Street  
New York, NY 10001

If by standard mail (United States Postal Service):

DSM MB II LLC  
P O Box 419030  
Boston, MA 02241-9030

If by overnight service (Federal Express or UPS):

Bank Of America Lockbox  
DSM MB II LLC - 419030  
MA5-527-02-07  
2 Morrissey Blvd.  
Dorchester, MA 02125

**5. REAL ESTATE TAXES.** Commencing on the Commencement Date (as opposed to the Minimum Rent Commencement Date), in addition to the above rent, the Tenant shall pay, as additional rent, its proportionate share of the real estate taxes levied on the Shopping Center. Tenant's proportionate share (for the purposes of Sections 5, 8 and 14) shall be a fraction, the numerator of which is the number of leasable square feet in the Leased Premises, and the denominator of which is the total number of leasable square feet in the Shopping Center. Tenant's proportionate share shall be paid in monthly installments on the first day of every month in advance. The initial monthly installment shall be in the amount of \$350.00. Said installments may be adjusted yearly based upon the real estate tax bill for the previous year. The Landlord shall furnish the Tenant with a copy of the tax bill, together with an invoice setting forth the amount of Tenant's proportionate share for the period of time covered by such tax bill. If the monthly installments paid by Tenant shall be less than Tenant's proportionate share, Tenant shall pay the balance of its proportionate share within 30 days after receipt of such tax bill. If the Tenant shall have overpaid its proportionate share, Landlord shall either refund the amount of such overpayment with the copy of the tax bill and invoice or shall credit such overpayment to future tax payments of Tenant.

**6. USE.** The Tenant shall use the Leased Premises only for the business of a so-called retail package store selling beer and wine, and if Tenant obtains a license to do so, other alcoholic beverages. The Tenant shall also have the right to sell non-alcoholic beverages, cigarettes, lottery tickets and snacks and other items commonly sold in retail package stores, but the sale and display of such snacks and other food items shall not exceed 10% of the retail sales area of the Leased Premises. The Tenant will not engage in any other business whatsoever. Tenant shall keep open for business for the minimum hours of 11:00 a.m. until 9:00 p.m. on Monday through Saturday. As long as this Lease is in full force and effect and the Tenant is not in default of the Lease after the expiration of any applicable cure period, and so long as Tenant shall be conducting such business in the Leased Premises, the Landlord agrees that it shall not lease space in the Shopping Center to another so-called package store or a store selling beer and wine for off premises consumption as its primary business. Landlord may allow the sale of alcoholic beverages for off premises consumption on an incidental basis. This restriction shall not apply to existing tenants, their successors and/or assigns whose leases do not restrict the sale of alcoholic beverages. This restriction shall not apply to the sale of alcoholic beverages for on premises consumption.

**7. USE OF COMMON AREAS.** The Tenant and its customers shall have the right, in common with others, to use the common areas subject to such reasonable rules and regulations as the Landlord may impose. It is agreed that Landlord shall have the right to designate certain areas

in the Shopping Center as employee parking areas and Tenant shall thereafter cause its employees to park in such employee parking areas.

**8. TENANT'S SHARE OF SHOPPING CENTER OPERATING COSTS.** Commencing on the Commencement Date (as opposed to the Minimum Rent Commencement Date), Tenant will pay to Landlord as additional rent, Tenant's proportionate share of Shopping Center operating costs. Initially, Tenant shall make monthly payments toward such costs in the minimum amount of \$475.00. The balance of such payment shall be due within 30 days after receipt of Landlord's invoice. The monthly payments may be adjusted based upon the payments due for the previous year. The term "Shopping Center operating costs" means the total cost and expense incurred in operating, equipping, repairing, replacing, protecting, decorating and maintaining the common facilities and common areas, common or exterior utility lines, pipes or other conduits, fire protection and/or sprinkler monitoring and systems serving more than one premises, and liability and hazard insurance; personal property taxes; and 15% of the total of all the above costs and expenses to cover Landlord's administrative and management costs. "Common areas" means all areas, space, equipment, utility systems, utilities, improvements and services provided by Landlord for the common or joint use and benefit of the occupants of the Shopping Center, their employees, agents, servants, customers and other invitees.

**9. HEATING AND AIR CONDITIONING.** The Tenant shall heat and air condition the Leased Premises at the Tenant's own cost and expense and shall keep and maintain in good repair and replace, if necessary, the heating equipment and air conditioning equipment, including all rooftop units and any other equipment on the roof and also including necessary duct work and shall keep in full force a Maintenance Contract for such equipment.

**10. UTILITIES.** The Tenant shall make its own arrangements for water, sewer, gas, electric and telephone service respectively and for any other utilities used by it and shall promptly pay the public utility therefor. If any utilities are billed directly to Landlord, then Tenant shall pay Landlord its proportionate share.

**11. TENANT'S MAINTENANCE, REPAIRS AND ALTERATIONS.** Tenant shall keep and maintain the interior of the Leased Premises, including all plumbing and electrical and other components thereof, and all doors, windows and locks, both interior and exterior and the storefront, in good order and repair and shall make all changes or replacements to the Leased Premises required by any public authority. The Tenant shall not make any exterior or structural alterations without obtaining the Landlord's prior written consent. In addition, Tenant shall keep the windows and sills of the Leased Premises washed and clean and shall also maintain the storefront of the Leased Premises in a clean and presentable condition at all times. Further, posters and window signs shall not exceed more than 50% of the window area and shall be displayed in a neat and clean manner. The Tenant shall also keep the sidewalks in front of the Leased Premises clean and free of trash.

**12. INDEMNIFICATION AND LIABILITY INSURANCE.** Tenant shall save the Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property while on the Leased Premises, unless caused solely by Landlord's negligence, and shall save the

Landlord harmless and indemnified from all injury, loss, claim or damage to any person or property anywhere in the Shopping Center occasioned by an omission, neglect or default of the Tenant. Tenant shall maintain public liability and property damage insurance covering the Leased Premises and the Shopping Center insuring the Landlord as well as the Tenant with limits at least equal to \$1,000,000.00 (single limit) as provided in comprehensive general liability forms with contractual liability endorsement attached insuring against injury to persons and damage to property to the extent provided in this Section 12. Tenant shall also maintain workmen's compensation insurance covering all of the Tenant's employees working in the Leased Premises, and shall deliver certificates for such insurance to Landlord.

**13. YIELD UP.** At the termination of this Lease, Tenant shall remove such of the Tenant's goods and effects as are not permanently affixed to the Leased Premises and such of the alterations and additions made by Tenant as the Landlord may request and shall repair any damage caused by such removal, remove its signs and peaceably to yield up the Leased Premises in broom clean condition. Any property not removed by the Tenant within 10 days after the termination of the Lease (whether by time or otherwise) shall be deemed abandoned and the Landlord shall have the right to remove the same at the Tenant's expense, to sell it or give it away or to use it for its own use.

**14. FIRE AND OTHER CASUALTY.** If the Leased Premises are untenantable because of a fire or other casualty, the Landlord shall repair or rebuild the Leased Premises (not including the Tenant's fixtures, furniture, furnishings, floor coverings and equipment) to substantially the condition they were in immediately prior to such damage or destruction. The Tenant shall forthwith thereafter repair or replace such of its fixtures, furniture, furnishings, floor coverings and equipment as may have been damaged or destroyed. The Minimum Rent shall be abated or reduced proportionately during any period in which there is a substantial interference with the operation of the business of the Tenant until the completion of the repairs or rebuilding to be made by the Landlord. In case the building in which the Leased Premises are situated is destroyed so as to render more than 25% thereof untenantable, the Landlord may, at its election, by notice in writing to the Tenant within 60 days after such destruction or damage, terminate this Lease. Tenant shall pay to Landlord its proportionate share of any premiums for insurance for fire and extended coverage.

**15. REPAIRS BY LANDLORD.** The Landlord shall keep the foundations and roof of the Leased Premises, the structure of the floors and walls thereof (excluding finish, coverings and all glass) and the water, plumbing, electric and sewerage systems in the Shopping Center outside of the Leased Premises and any pipes, ducts, conduits and wires leading through the Leased Premises and serving other parts of the Center in good order, repair and condition, exclusive of any work required because of damage caused by the Tenant or its employees, agents, invitees, licensees or contractors, in which case, such work shall be the Tenant's responsibility. The Landlord shall not be required to commence any such repair until 10 days after written notice from the Tenant that the same is necessary.

**16. TENANT'S DEFAULTS.** If any default by the Tenant continues after notice, for more than 30 days, except for payment of Minimum Rent, additional rent or other payments, in which case,

said period of notice shall be 7 days; or if the Tenant makes any assignment for the benefit of creditors, commits any act of bankruptcy or files a petition under any bankruptcy or insolvency laws; or if such a petition is filed against the Tenant, or a receiver is appointed for all or part of the Tenant's assets, the Landlord may make entry and repossess the Leased Premises as of the Landlord's former estate and expel the Tenant and those claiming through or under it without being deemed guilty of any manner of trespass and, without prejudice to any other remedies, and thereupon this Lease shall terminate. Upon such termination, the Landlord may remove all of the Tenant's property from the Leased Premises and dispose of the same or retain it for its own use. The Tenant shall indemnify the Landlord during the remaining period before this Lease would otherwise expire against all loss or damage, if any, for each lease month to be paid at the end thereof.

The Tenant shall also pay and indemnify Landlord for all expenses incurred in terminating the Lease, obtaining possession of the Leased Premises and in reletting the Leased Premises, including but not limited to repairs, remodeling expenses, expenses incurred in removal, storage or otherwise dealing with Tenant's property, and brokerage and attorney fees.

Tenant shall pay on demand the Landlord's expenses, including reasonable attorneys fees, incurred in enforcing any obligation of the Tenant under this Lease.

**17. LANDLORD'S RIGHT TO CURE DEFAULTS.** The Landlord may cure, but shall not be obligated to do so, at any time without notice, any default by the Tenant under this Lease; and whenever the Landlord so elects, all costs and expenses incurred by the Landlord, including reasonable attorneys fees, in curing a default shall be paid by the Tenant to the Landlord on demand.

**18. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, sublet, mortgage or otherwise encumber or dispose of this Lease or any interest therein (all of the above are referred to as "assignment") without obtaining Landlord's prior written consent. Notwithstanding Landlord's consent at the time of the assignment, this Lease must be in full force and effect without any breach or default of the Tenant, the Assignee shall assume, by written recordable instrument, in form and content satisfactory to Landlord, the due performance of all of Tenant's obligations under the Lease, including any accrued obligations at the time of the assignment or subletting. A copy of the assignment and the original assumption agreement (both in form and content satisfactory to Landlord) fully executed and acknowledged by the assignee, together with a certified copy of a properly executed corporate resolution authorizing each assumption agreement, shall be delivered to Landlord within 10 days prior to the effective date of such assignment. Such assignment shall be upon and subject to all the provisions, terms, covenants and conditions of this Lease and Tenant (and any prior assignee(s)) shall continue to be and remain liable thereunder. Tenant shall pay the reasonable amount of Landlord's attorneys fees incurred in connection with review and/or preparation of the documentation necessary for compliance with the requirements of this Section 18.

**19. NOTICE.** Any notice from the Landlord to the Tenant or from the Tenant to the Landlord shall be deemed duly served only if mailed by registered or certified mail or by private nationally

recognized courier service (such as Federal Express or UPS) addressed to such party at the address above written or as changed by such party by written notice in accordance with this Section.

**20. SUBORDINATION.** The Tenant hereby covenants and agrees that the within Lease is and/or shall be subject to and subordinate to any mortgage which may now or hereafter affect the real property of which the Leased Premises form a part and shall execute and deliver within 10 days after request of Landlord or Landlord's proposed mortgagee a written agreement, in form satisfactory to Landlord and its proposed mortgagee, evidencing such subordination.

**21. ESTOPPEL CERTIFICATES.** Tenant shall, without charge, at any time and from time to time hereafter, within 10 days after written request of Landlord, certify by a written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease, in accordance with its tenor as then constituted; (c) as to the existence of any default hereunder; (d) as to the existence of any offsets, counterclaims or defenses thereto on the part of Tenant; (e) as to the commencement and expiration dates of the term; and (f) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by Landlord and any other person, firm or corporation to whom the same may be exhibited or delivered; and the contents of such certificate shall be binding on the Tenant.

**22. HOLDING OVER.** In the event that the Tenant remains in possession of the Leased Premises after the expiration of this Lease, Tenant shall be deemed to be occupying said premises as Tenant from month to month, subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy but such occupancy shall be at a monthly Minimum Rent in the amount of 150% of the last month's Minimum Rent payable under this Lease.

**23. WAIVER OF SUBROGATION.** All insurance which is carried by either party with respect to the Leased Premises, whether or not required, shall include provisions which either designate Landlord as one of the insured or deny to the insurer acquisition by subrogation of rights of recovery against the party not carrying such insurance to the extent such rights have been waived by the insured party prior to occurrence of loss or injury. Each party hereby waives all rights of recovery against the other for loss or injury against which the waiving party is protected by insurance containing said provisions, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered by such insurance.

**24. BROKERAGE.** The Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease and covenants to pay, hold harmless and indemnify the Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Lease or the negotiation thereof.

**25. SIGNAGE.** Subject to the receipt of all necessary governmental approvals and subject to compliance with Landlord's Sign Criteria as set forth in Exhibit C, Tenant shall have the right to

install external building signage. Tenant will be responsible for obtaining all permits and approvals required for erection of Tenant's signs. Tenant's interior sign package will be subject to Landlord's review and approval, which will not be unreasonably withheld or delayed. All signage will be subject to local zoning and code requirements. Tenant will have the right, at no additional rent, to install a sign panel in a position on both sides of the pylon sign serving the Leased Premises if such panel is available. Landlord will pay for all costs associated with the maintenance of such sign but will have the right to bill such maintenance costs under common area maintenance. Tenant will pay all costs associated with the fabrication and installation and maintenance of Tenant's sign panel.

26. The term "Landlord", as used in this Lease, means only the owner or the mortgagee in possession for the time being of the building in which the Leased Premises are located. In the event of any sale of said Leased Premises or the Shopping Center, Landlord shall be entirely freed of all obligations of Landlord hereunder, and such purchaser, successor or assign of Landlord shall be deemed to have assumed all obligations of Landlord. The provisions of the preceding sentence shall be applicable to any and all successor landlords.

If Landlord or any successor in interest of Landlord shall be a mortgagee, or an individual, joint venture, tenancy in common, firm or partnership, general or limited, there shall be absolutely no personal liability on the part of such mortgagee or such individual or on the part of the members of a firm, partnership or joint venture and Tenant shall look solely to the equity of Landlord or such successor in interest in the Shopping Center for the satisfaction of each and every remedy of the Tenant in the event of any breach by Landlord or by such successor in interest.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

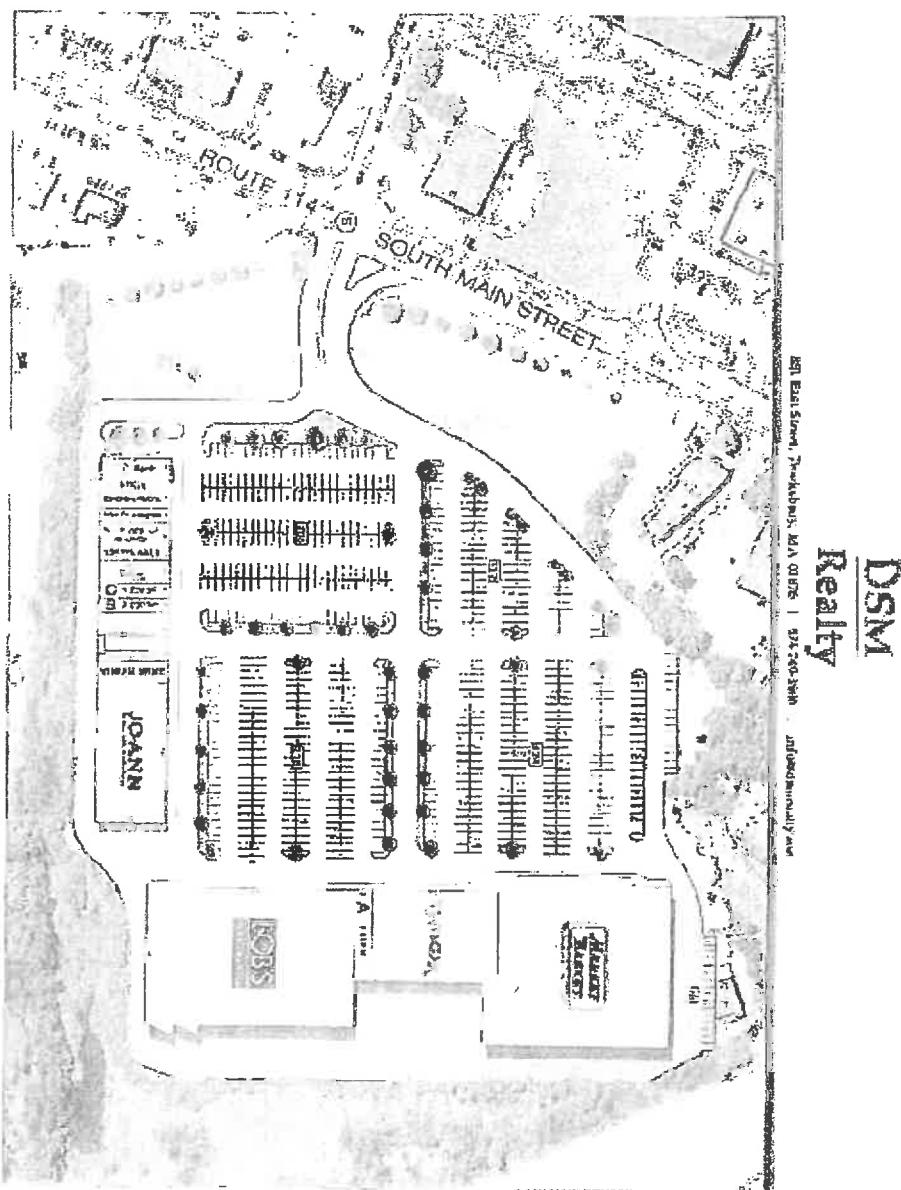
**LANDLORD:**  
DSM MB II LLC

By:   
Name:  
(authorized signatory)

**TENANT:**  
VINUM WINE SHOP INC.

By:   
Samantha Miller, President and Treasurer

EXHIBIT A



Middleton bracket Plaza  
230 Main St., Rte. 1A, Middleton, MA. 01849

Leasing Plan

## EXHIBIT B

1. The following work shall be done by the Landlord in a good and workmanlike manner employing good and proper materials:
  - a. The Landlord shall have flooring ready for cooler installation, including removal of existing carpeting unless instructed otherwise by the Tenant and with concrete ready for Tenant's use.
  - b. The Landlord shall provide the HVAC unit in good working condition.
2. The Tenant has examined the Leased Premises and except for Landlord's requirements in the preceding Section 1, accepts the Leased Premises in "as is" condition. The following work shall be done by the Tenant in a good and workmanlike manner employing good and proper materials:
  - a. The Tenant shall provide and install all materials and equipment and do all work necessary to make the Leased Premises ready for the conduct of Tenant's business therein.
  - b. All such work to be done by the Tenant as aforesaid must receive the prior approval in writing of the Landlord so as to be suitable in quality, design and structure for the Leased Premises and overall for the Shopping Center. It is agreed by the Landlord and the Tenant that if the Tenant requests the Landlord to make any changes in the equipment or work which is to be provided by the Landlord in No. 1 above in this Exhibit, then to the extent that said change increases the cost of the Landlord, the Tenant shall pay such increase in cost to cover said changes in materials and labor as aforesaid.
3. This Exhibit B is made part of this Lease and is incorporated into this Lease in full by reference.

**EXHIBIT C**  
**TENANT SIGN CRITERIA**  
**MIDDLETON MARKET PLACE**  
**MIDDLETON, MASSACHUSETTS**

**PURPOSE**

The purpose of this sign criteria exhibit is to insure tasteful, quality, and compatible signage throughout the Shopping Center. For this reason, specific restrictions on signs are set forth below. This shall not limit the Landlord's right to reject or to require modification of any Tenant sign. In all cases, Landlord's judgment as to the aesthetic quality, number, color, size and method of installation shall be binding and final.

**A. Sign Drawings**

The Tenant shall submit shop drawings and location plan of the sign and complete storefront. Shop drawings must show sign materials, illumination fastenings, colors, and electrical wiring schematic. Location plan must show exact placement and limits of all signage within the premises. Storefront elevation must include the store sign completely delineated.

**B. Tenants' Responsibility**

All signs, including fastening devices shall be furnished, installed and maintained by the Tenant. Sign construction shall be in accordance with applicable state and/or local authorities. Tenant is responsible for obtaining permit for erecting sign.

**C. Types of Signs Permitted**

1. Only self-illuminated individual channel letter signs are permitted. Returns of letter shall be white. Face of letters shall be translucent acrylic, and all signs must be illuminated through the letter face.
2. The store sign shall be limited to the Tenant's trade name and/or logo. Additional words advertising or describing products or services are not permitted. Landlord reserves the right to limit the use of "logos".

**D. Size of Sign**

1. Refer to City/Town Zoning By-laws or Ordinances for signage.
2.
  - a. Maximum height of letters not to exceed three (3) feet.
  - b. Maximum length of sign not to exceed 75% of storefront width.
3. Tenant's sign shall conform to the most stringent of 1 or 2 above.

## G U A R A N T Y

FOR VALUE RECEIVED, and in consideration of One (\$1.00) Dollar for and as an inducement to DSM MB II LLC, a Delaware limited liability company (LANDLORD), to make the foregoing Lease with Vinum Wine Shop Inc., a Massachusetts corporation (TENANT), the undersigned, hereinafter called the "GUARANTOR" unconditionally guarantees the full performance and observance of all of the covenants, conditions and agreements therein provided to be performed and observed by the TENANT and the TENANT'S successors and assigns, and said GUARANTOR makes itself liable for performance, including but not limited to the payment by the GUARANTOR of all rents, payments and any arrears that may remain due unto said LANDLORD and its successors and assigns and also to pay all damages that may arise in consequence of the non-performance of said covenants, conditions and agreements of said Lease without requiring notice of any such default from said LANDLORD or its successors and assigns.

GUARANTOR expressly agrees that the validity of this agreement and its obligations hereunder shall in no way be terminated, affected or impaired by reason of the assertion of the LANDLORD against the TENANT of any of the rights or remedies reserved to the LANDLORD by the Lease.

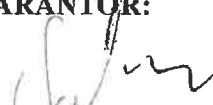
GUARANTOR further covenants and agrees that this Guaranty shall remain and continue in full force and effect as to any renewal, modification, amendment or extension of this Lease and any assignment or transfer by the LANDLORD, whether or not it shall have received any notice of or consent to such renewal, modification, extension, assignment or transfer. Failure of the LANDLORD to insist upon strict performance or observance of any of the terms, provisions or covenants of the foregoing Lease or to exercise any right therein contained shall not be construed as a waiver or relinquishing or the failure of any such term, provision, covenant or right and the same shall continue and remain in full force and effect. Receipt by the LANDLORD of rent with knowledge of the breach of any provisions of the foregoing Lease shall not be termed a waiver of such breach.

GUARANTOR further agrees that its liability under this Guaranty shall be primary and that in any right or action which may accrue to the LANDLORD under this Lease, LANDLORD may, at its option, proceed against GUARANTOR and TENANT or may proceed against either the GUARANTOR and TENANT without having commenced any action against or having obtained any judgment against the TENANT or the GUARANTOR.

All terms and provisions herein shall inure to the benefit of the successors and assigns of the LANDLORD and shall be binding upon the executors, administrators, successors and assigns of the GUARANTOR.

IN WITNESS WHEREOF, the undersigned GUARANTOR has caused its hand and seal to be hereto affixed to this instrument on this 10 day of February, 2020.

**GUARANTOR:**

  
\_\_\_\_\_  
Samantha Miller  
68 North Street  
North Reading, MA 01864  
Telephone: (617) 699-1477

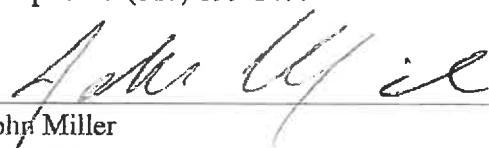
  
\_\_\_\_\_  
John Miller  
68 North Street  
North Reading, MA 01864  
Telephone: (617) 699-1477

Exhibit B

Liquor License

# LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF

The Town of Middleton

MASSACHUSETTS  
HEREBY GRANTS A

## RETAIL PACKAGE GOODS STORE License to Expose, Keep for Sale, and to Sell All Kinds of Alcoholic Beverages *NOT to be Drunk on the Premises*

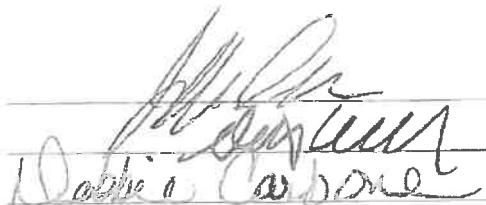
To Vinum Wine Shop Inc, DBA Vinum Wine Shop, John Miller, Manager on the following described premises 232-B South Main Street.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act Chapter 138 of the General Laws, as amended, and any rules or regulations made there under by the licensing authorities. This license expires December 31, 2024 unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this 5<sup>th</sup> day of December 2023.

The Hours during which Alcoholic Beverages may be sold are  
from Monday – Saturday 8:00 a.m. – 11:00 p.m.  
Sunday 10:00 a.m. – 6:00 p.m.

License #00040-PK-0704



Licensing Board

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION  
WHERE IT CAN BE EASILY READ





# NORTH SHORE BANK

Post Office Box 6165, Peabody, MA 01961-6165  
 Customer Support - 978-573-1300 | [northshore-bank.com](http://northshore-bank.com)  
 Follow us on Member FDIC Member DIF Equal Housing Lender

015411

JY INC  
 12 SHELDON CIR  
 MIDDLETON MA 01949

## Customer Statement

Pg 1 of 2

### Account Number:

Statement Date: Jul 25, 2024 thru Jul 31, 2024

### Summary - All Accounts

Product	Account #	Ending Balance
Free Business		\$101,000.00

### Free Business

Date	Transaction Description	Withdrawal	Deposit	Balance
	<b>BEGINNING BALANCE</b>			\$0.00
Jul 25	New Account Deposit	1,000.00		1,000.00
Jul 26	Deposit	100,000.00		101,000.00
	<b>ENDING BALANCE</b>			<b>\$101,000.00</b>

### Account Summary

Previous Date	Beginning Balance	Deposits	Interest Paid	Withdrawals	Fees	Ending Balance
Jul 25, 2024	0.00	101,000.00	0.00	0.00	0.00	101,000.00

## CAN'T VISIT THE BRANCH? JUST POINT, SNAP & DEPOSIT.

With mobile deposit, you can deposit checks into your personal or business account — at any time — without ever leaving your home or office. For more information or to get started, just visit [northshore-bank.com/mobile-deposit](http://northshore-bank.com/mobile-deposit) or scan the following QR code with your mobile phone.



040VRA\_BK\_070SAUB001\_M173

DFLT.D.S.070SAUB001.546813964.84375\_910/015411/023342/f



Well north of your expectations.™

## Customer Statement

Pg 2 of 2

**Account Number:**

**Statement Date:** Jul 25, 2024 thru Jul 31, 2024

**THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR STATEMENT**

## — BEFORE YOU START —

WITHDRAWALS OUTSTANDING  
NOT CHARGED TO ACCOUNT

PLEASE BE SURE YOU HAVE ENTERED IN YOUR REGISTER ALL AUTOMATIC TRANSACTIONS SHOWN ON THE FRONT OF YOUR STATEMENT.

YOU SHOULD HAVE ADDED  
IF ANY OCCURRED:

1. Loan advances.
2. Credit memos.
3. Other automatic deposits.
4. Interest paid.

YOU SHOULD HAVE SUBTRACTED  
IF ANY OCCURRED:

1. Automatic loan payments.
2. Automatic savings transfers.
3. Service charges.
4. Debit memos.
5. Other automatic deductions & payments.

BALANCE SHOWN ON  
THIS STATEMENT \$

ADD +

DEPOSITS NOT SHOWN  
ON THIS STATEMENT  
(IF ANY) \$

**TOTAL \$**

**SUBTRACT -**

WITHDRAWALS  
OUTSTANDING \$

SHOULD AGREE WITH YOUR  
REGISTER BALANCE AFTER DEDUCTING  
SERVICE CHARGE (IF ANY) SHOWN ON  
THIS STATEMENT.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR CONSUMER ELECTRONIC TRANSFERS**

Telephone or write us at the telephone number or address located on the front of this statement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the **FIRST** statement on which the error or problem appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will re-credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

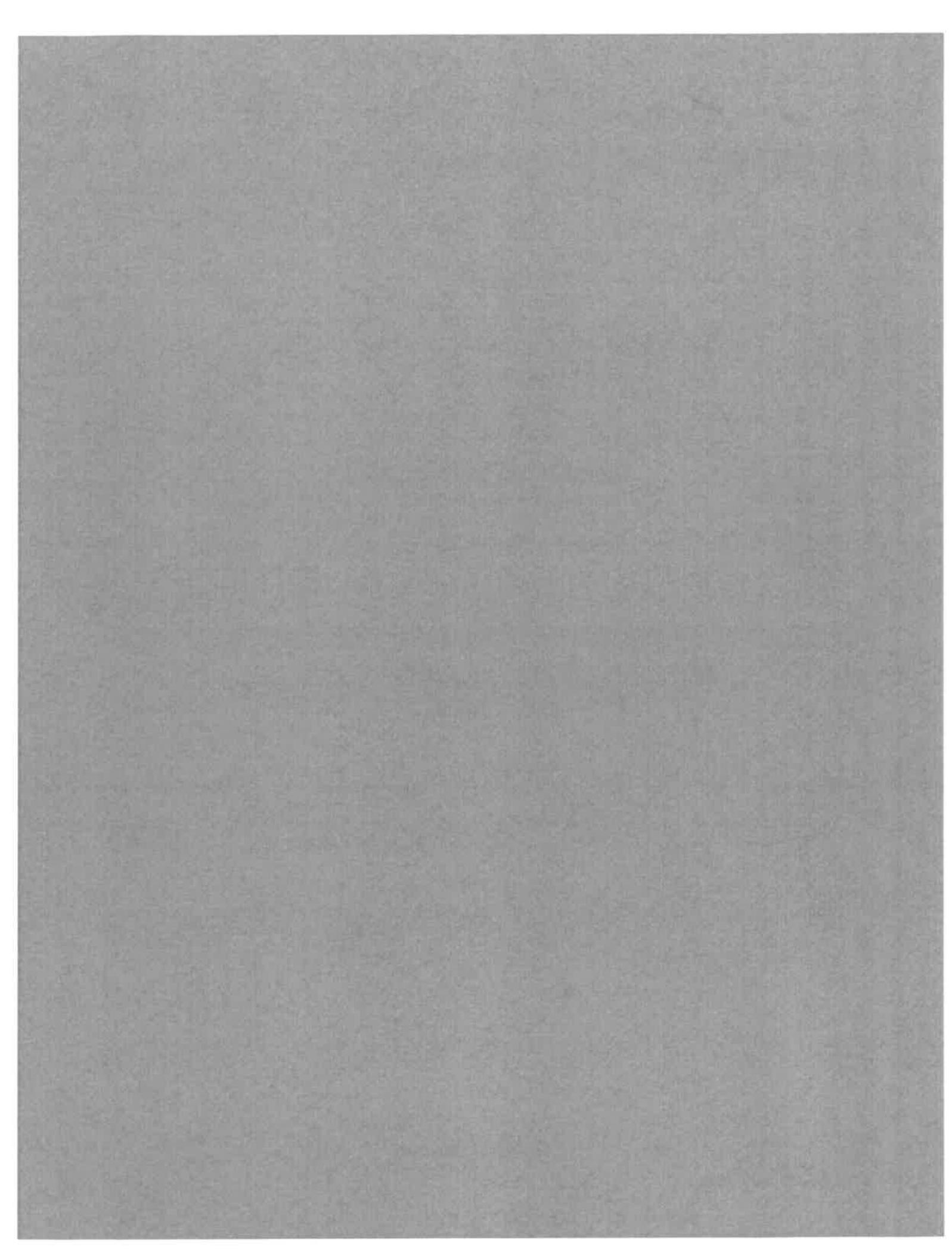
JY Inc  
12 Sheldon Cir  
Middleton MA 01949



## NORTH SHORE BANK

07-01-2024 to 08-13-2024

Post Date	Eff Date	Check Nbr	Description	Amount	Running Bal	Status
07-25-2024	07-25-2024		New Account Deposit	1,000.00	1,000.00	Completed
07-26-2024	07-26-2024		Deposit	100.000 00	101,000.00	Completed



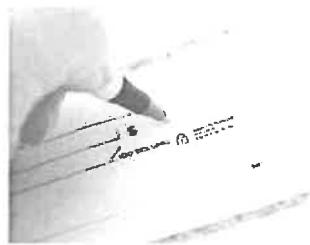


**EAGLE BANK**  
350 Broadway, Everett, MA 02149  
617.387.5110



Page: **1 of 3**  
Statement Date: **07/31/24**  
Primary Account: **X**  
Enclosures: **2**

Jay Patel  
Mukesh Patel  
12 Sheldon Cir  
Middleton, MA 01949-2260



## Check Fraud is on the Rise.

Fraudsters are targeting paper checks sent through the mail. Consider using Digital Banking for payments. Sign up at [www.bankeagle.com](http://www.bankeagle.com).

Member FDIC/ Member DIF

Check Right Free

Account: XXXXXX0200

If you are 18 years of age or under, or 65 years of age or over you may be eligible to have one personal checking account and one personal savings account exempt from some service charges. Please inquire for information at 617.387.5110 option 5

Jay Patel  
Mukesh Patel

Account Number:	-----	Statement Dates:	7/01/24 thru 7/31/24
Previous Balance:	16,096.86	Days in the Stmt Period:	31
5 Deposits/Credits:	104,250.01	Avg Current Balance	28,532.58
2 Checks/Debits:	110,000.00	Avg Available Balance	25,306.77
Service Charge	0.00		
Interest Paid:	0.00		
Current Balance:	10,346.87		

	Total For This Period	Total Year-to-Date
Total Overdraft / NSF Paid Item Fees	0.00	0.00
Total Returned Item Fees	0.00	0.00

**Continued on Next Page**

MEMBER FDIC/MEMBER DIF

### OUTSTANDING CHECKS

## RECONCILIATION INSTRUCTIONS

### **Reconciliation of Account**

Date \_\_\_\_\_

Please examine this statement and items at once and refer any exceptions immediately.

Sort your checks numerically or by date issued.

Mark off in your checkbook each of your checks paid by the bank and list the numbers and amounts of those not paid in the space provided at the left. Include any checks still not paid from previous statements.

**Subtract from your checkbook balance any SERVICE CHARGE (S.C.) or bank charge appearing on this statement.**

Reconcile your statement in  
the space provided below.

Enter bank balance from statement		
Add deposits not credited by bank (if any)		
<b>TOTAL</b>		
Subtract total of checks not paid		
<b>OK BALANCE</b>		

**Any charge for imprinted checks includes state sales tax computed at the current rate, when applicable.**

**IN CASE OF ERROR OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS (Consumer Accounts Only)**

Telephone us at 617-387-5110 option #2 or write us at: Eagle Bank, 350 Broadway, Everett, MA 02149 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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**EAGLE BANK**

Jay Patel  
Mukesh Patel  
12 Sheldon Cir  
Middleton, MA 01949-2260

Page: **2 of 3**  
Statement Date: **07/31/24**  
Primary Account:

**Transaction Activity**

Date	Description	Debits	Credits	Balance
7/11	Payroll Jmconvenie389797 PPD		865.00	16,961.86
7/12	Payroll Aspen Hr Peo, LL PPD		1,154.81	18,116.67
7/15	Check 1386	10,000.00		8,116.67
7/24	Deposit		100,000.00	108,116.67
7/25	Payroll Jmconvenie389797 PPD		865.00	108,981.67
7/26	Payroll Aspen Hr Peo, LL PPD		1,365.20	110,346.87
7/29	Check 1387	100,000.00		10,346.87

**CHECKS**

Date	Check #	Amount	Date	Check #	Amount	Date	Check #	Amount
7/15	1386	10,000.00	7/29	1387	100,000.00			

\* Indicates Serial Number Out of Sequence

E Indicates an Electronic Check

Eagle Bank, 350 Broadway, Everett, MA 02149 office hours are: Monday - Friday  
8:30 a.m. - 4:00 p.m. excluding Federal Holidays. 617.387.5110

Date  
Primary Acct No.

07/31/24

Page 3 of 3

JAY PATEL  
12 Sheldon Cir  
Middleton, MA 01949  
PAY TO THE  
ORDER OF William F. Bowler \$10,000  
100 - Thousand DOLLARS  
EAGLE  
BANK  
Deposit James L. L.

07/15/2024 1386 \$10000.00

IS  
De  
WorkType:26 Batch#: 4

WIRE TRANSFER  
FEDERAL RESERVE BANK  
NORTHWEST BANK  
148029466

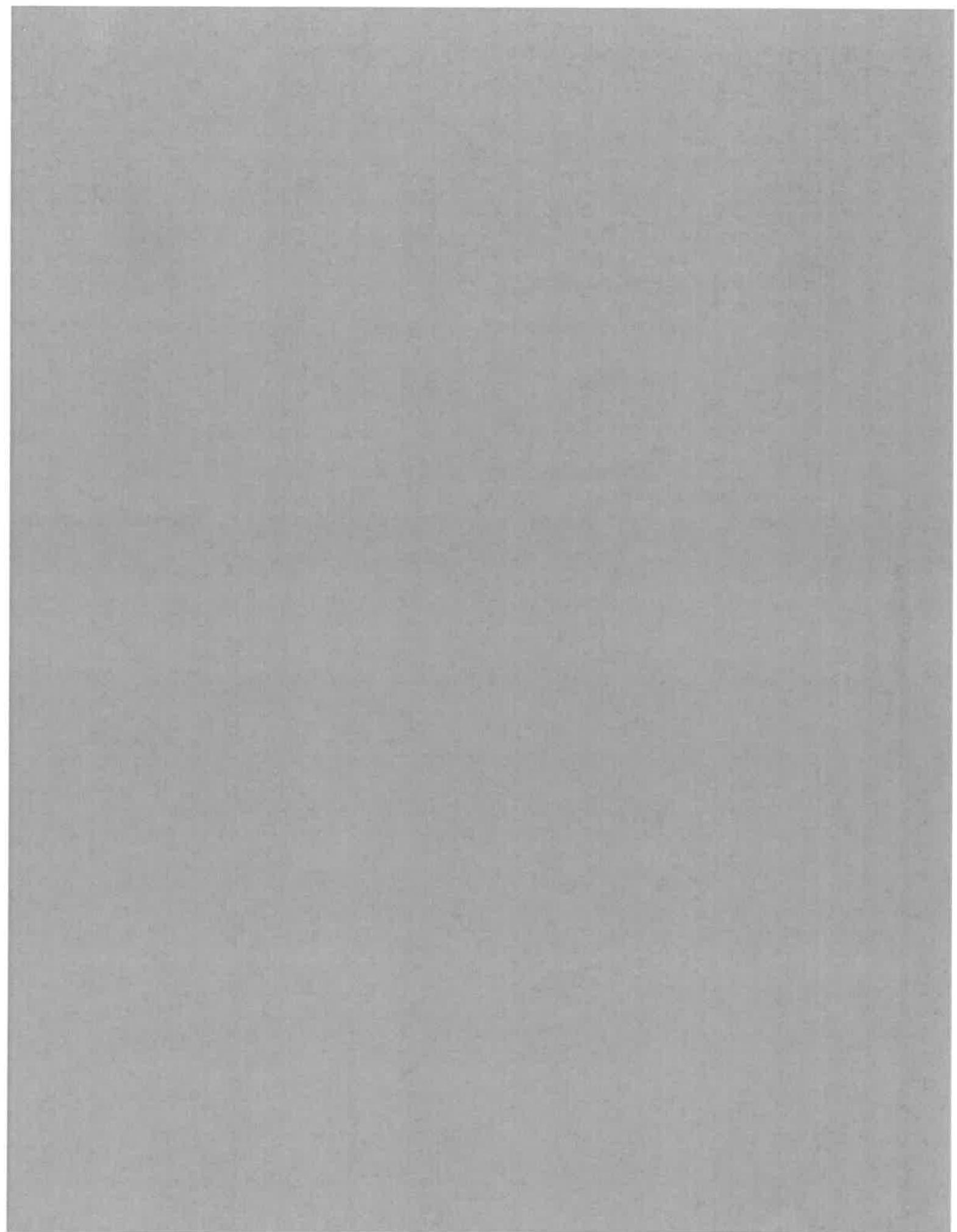
JAY PATEL  
12 Sheldon Cir  
Middleton, MA 01949  
PAY TO THE  
ORDER OF JY INC \$100000.00  
one hundred thousand and DOLLARS  
EAGLE  
BANK James L. L.

07/29/2024 1387 \$100000.00

07/15/2024 1386 \$10000.00

WIRE TRANSFER  
FEDERAL RESERVE BANK  
NORTHWEST BANK  
148029466

07/29/2024 1387 \$100000.00





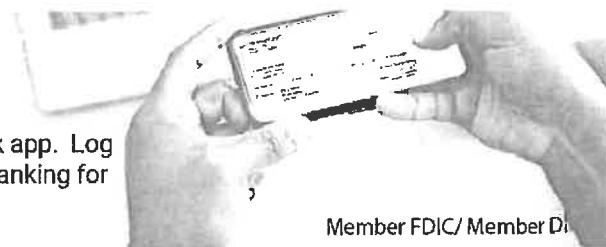
**EAGLE BANK**  
350 Broadway, Everett, MA 02149  
617.387.5110



Page: **1 of 2**  
Statement Date: **04/30/24**  
Primary Account:  
Enclosures: **0**

Jay Patel  
Mukesh Patel  
12 Sheldon Cir  
Middleton, MA 01949-2260

Available with remote deposit via your Eagle Bank app. Log onto <https://www.bankeagle.com/home/digital-banking> for additional information.



Member FDIC/ Member DIF

**Check Right Free**

**Account: XXXXXX0200**

If you are 18 years of age or under, or 65 years of age or over you may be eligible to have one personal checking account and one personal savings account exempt from some service charges. Please inquire for information at 617.387.5110 option 5

Jay Patel  
Mukesh Patel

Account Number:		Statement Dates:	4/01/24 thru 4/30/24
Previous Balance:	6,737.05	Days in the Stmt Period:	30
2 Deposits/Credits:	1,730.00	Avg Current Balance	7,879.62
1 Checks/Debits:	23.06	Avg Available Balance	7,879.62
Service Charge	0.00		
Interest Paid:	0.00		
Current Balance:	8,443.99		

	<b>Total For This Period</b>	<b>Total Year-to-Date</b>
Total Overdraft / NSF Paid Item Fees	0.00	0.00
Total Returned Item Fees	0.00	0.00

**Continued on Next Page**

**MEMBER FDIC/MEMBER DIF**

### OUTSTANDING CHECKS

## RECONCILIATION INSTRUCTIONS

### Reconciliation of Account

Date \_\_\_\_\_

Please examine this statement and items at once and refer any exceptions immediately.

Sort your checks numerically  
or by date issued.

Mark off in your checkbook each of your checks paid by the bank and list the numbers and amounts of those not paid in the space provided at the left. Include any checks still not paid from previous statements.

Subtract from your checkbook balance any **SERVICE CHARGE (S.C.)** or bank charge appearing on this statement.

Reconcile your statement in  
the space provided below.

Enter bank balance from statement		
Add deposits not credited by bank (if any)		
<b>TOTAL</b>		
Subtract total of checks not paid		
<b>OK BALANCE</b>		

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**IN CASE OF ERROR OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS (Consumer Accounts Only)**

Telephone us at 617-387-5110 option #2 or write us at: Eagle Bank, 350 Broadway, Everett, MA 02149 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the **FIRST** statement on which the error or problem appeared.

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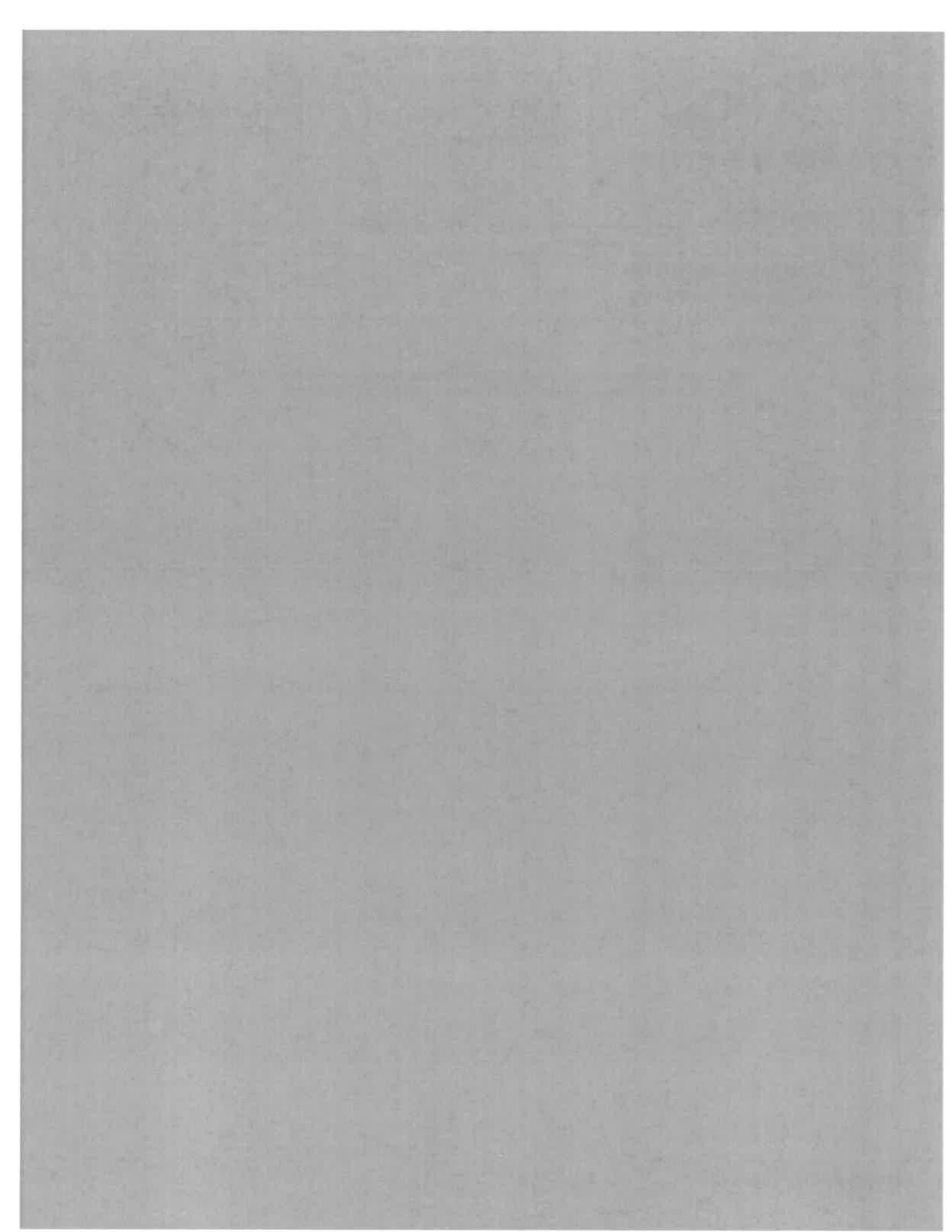
Jay Patel  
Mukesh Patel  
12 Sheldon Cir  
Middleton, MA 01949-2260

Page: **2 of 2**  
Statement Date: **04/30/24**  
Primary Account: **-**

**Transaction Activity**

Date	Description	Debits	Credits	Balance
4/04	Payroll Jmconvenie389797 PPD		865.00	7,602.05
4/17	Club Fees Planet Fit PPD	23.06		7,578.99
4/18	Payroll Jmconvenie389797 PPD		865.00	8,443.99

Eagle Bank, 350 Broadway, Everett, MA 02149 office hours are: Monday - Friday  
8:30 a.m. - 4:00 p.m. excluding Federal Holidays. 617.387.5110





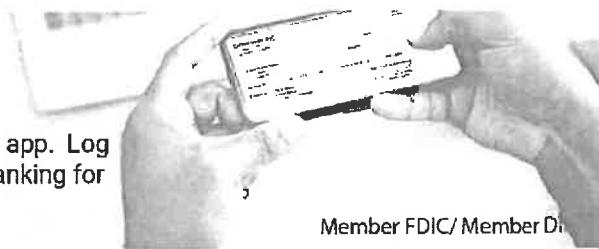
**EAGLE BANK**  
350 Broadway, Everett, MA 02149  
617.387.5110



Page: **1 of 2**  
Statement Date: **05/31/24**  
Primary Account: **-----**  
Enclosures: **0**

Jay Patel  
Mukesh Patel  
12 Sheldon Cir  
Middleton, MA 01949-2260

Available with remote deposit via your Eagle Bank app. Log onto <https://www.bankeagle.com/home/digital-banking> for additional information.



Member FDIC/ Member DIF

**Check Right Free**

Account: XXXXXX0200

If you are 18 years of age or under, or 65 years of age or over you may be eligible to have one personal checking account and one personal savings account exempt from some service charges. Please inquire for information at 617.387.5110 option 5

Jay Patel  
Mukesh Patel

Account Number:	-----	Statement Dates:	5/01/24 thru 6/02/24
Previous Balance:	8,443.99	Days in the Stmt Period:	33
4 Deposits/Credits:	3,242.61	Avg Current Balance	9,906.43
1 Checks/Debits:	23.06	Avg Available Balance	9,906.43
Service Charge	0.00		
Interest Paid:	0.00		
Current Balance:	11,663.54		

	<b>Total For This Period</b>	<b>Total Year-to-Date</b>
Total Overdraft / NSF Paid Item Fees	0.00	0.00
Total Returned Item Fees	0.00	0.00

**Continued on Next Page**

## OUTSTANDING CHECKS

## RECONCILIATION INSTRUCTIONS

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<b>OK BALANCE</b>		

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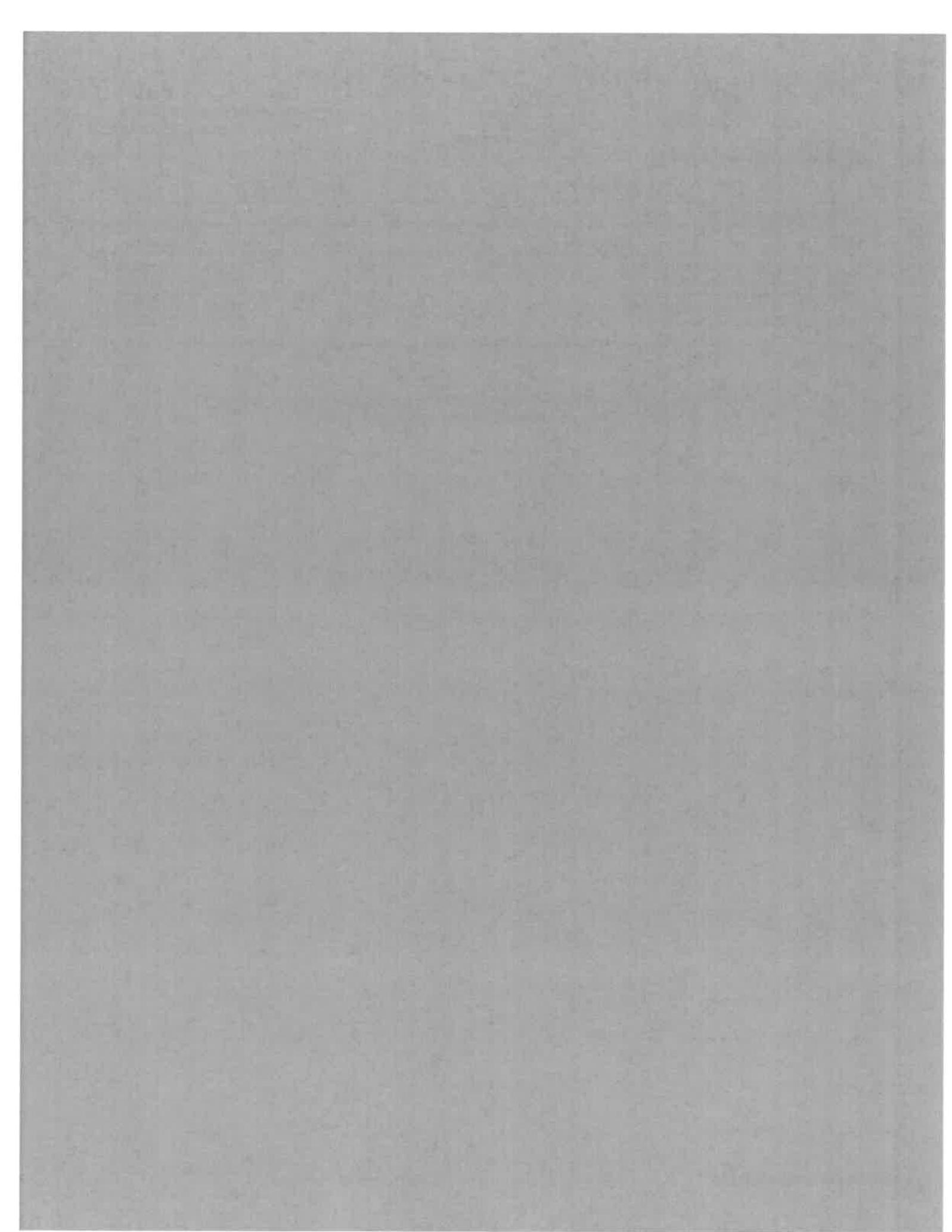
Jay Patel  
Mukesh Patel  
12 Sheldon Cir  
Middleton, MA 01949-2260

Page: **2 of 2**  
Statement Date: **05/31/24**  
Primary Account:

**Transaction Activity**

Date	Description	Debits	Credits	Balance
5/02	Payroll Jmconvenie389797 PPD		865.00	9,308.99
5/16	Payroll Jmconvenie389797 PPD		865.00	10,173.99
5/17	Iclub Fees Planet Fitness D PPD			10,150.93
5/30	Payroll Jmconvenie389797 PPD		865.00	11,015.93
5/31	Payroll Aspen Hr Peo, LL PPD	23.06	647.61	11,663.54

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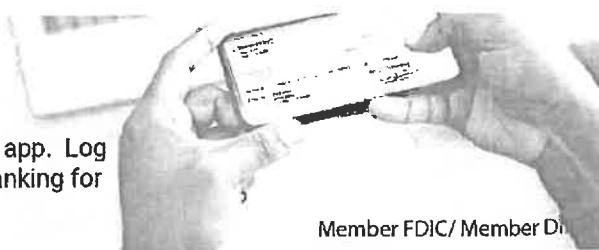
**EAGLE BANK**  
350 Broadway, Everett, MA 02149  
617.387.5110



Page: **1 of 2**  
Statement Date: **06/28/24**  
Primary Account:  
Enclosures: **0**

Jay Patel  
Mukesh Patel  
12 Sheldon Cir  
Middleton, MA 01949-2260

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Member FDIC / Member DIF

**Check Right Free**

Account: XXXXXX0200

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Jay Patel  
Mukesh Patel

Account Number: -----  
Previous Balance: 11,663.54  
8 Deposits/Credits: 4,456.38  
1 Checks/Debits: 23.06  
Service Charge: 0.00  
Interest Paid: 0.00  
Current Balance: 16,096.86

Statement Dates: 6/03/24 thru 6/30/24  
Days in the Stmt Period: 28  
Avg Current Balance 13,334.97  
Avg Available Balance 13,334.97

	<b>Total For This Period</b>	<b>Total Year-to-Date</b>
Total Overdraft / NSF Paid Item Fees	0.00	0.00
Total Returned Item Fees	0.00	0.00

**Continued on Next Page**

## OUTSTANDING CHECKS

## RECONCILIATION INSTRUCTIONS

## Reconciliation of Account

Date \_\_\_\_\_

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the space provided below.

Enter bank balance from statement		
Add deposits not credited by bank (if any)		
<b>TOTAL</b>		
Subtract total of checks not paid		
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Jay Patel  
Mukesh Patel  
12 Sheldon Cir  
Middleton, MA 01949-2260

Page: **2 of 2**  
Statement Date: **06/28/24**  
Primary Account: **\*\*\*\*\***

### Transaction Activity

Date	Description	Debits	Credits	Balance
6/13	0-4e39c985 Navan, Inc Ccd		24.00	11,687.54
6/13	0-4e39c985 Navan, Inc Ccd		24.00	11,711.54
6/13	0-4e39c985 Navan, Inc Ccd		24.00	11,735.54
6/13	0-4e39c985 Navan, Inc Ccd		31.65	11,767.19
6/13	Payroll Jmconvenie389797 PPD		865.00	12,632.19
6/14	Payroll Aspen Hr Peo, LL PPD		1,311.37	13,943.56
6/17	Iclub Fees Planet Fitness D PPD			13,920.50
6/27	Payroll Jmconvenie389797 PPD		865.00	14,785.50
6/28	Payroll Aspen Hr Peo, LL PPD	23.06	1,311.36	16,096.86

Eagle Bank, 350 Broadway, Everett, MA 02149 office hours are: Monday - Friday  
8:30 a.m. - 4:00 p.m. excluding Federal Holidays. 617.387.5110

**12**

# LEASE

LEASE made as of February 10, 2020.

**LANDLORD:** DSM MB II LLC, a Delaware limited liability company having a usual place of business at 875 East Street, Tewksbury, Massachusetts 01876.

**TENANT:** Vinum Wine Shop Inc., a Massachusetts corporation having a usual place of business at 68 North Street, North Reading, Massachusetts 01864.

**1. LEASED PREMISES.** The Landlord hereby leases to the Tenant the store premises (the "Leased Premises") containing approximately 3,000 square feet and located at Middleton Marketplace, 230 Main Street, Middleton, Massachusetts 01949 (the "Shopping Center"), shown on Exhibit A, and as the same may from time to time be reduced by condemnation, or as the same may from time to time be increased by the addition of other lands and structures or other improvements. There is reserved to the Landlord the use of the exterior walls (other than store fronts), the roof and the right to install, maintain, use, repair and replace pipes, ducts, conduits, tunneling, utility lines, wires and cables leading through the Leased Premises in locations which will not materially interfere with the Tenant's use thereof and serving other parts of the Shopping Center which are presently or hereafter erected. Tenant shall install and maintain access panels in any hung ceiling and in the walls sufficient to afford Landlord access to the facilities above the ceiling or behind the walls.

**2. TERM.** The term begins at the earlier of: (a) 90 days after delivery of possession of the Leased Premises; or (b) the date on which the Tenant opens for business, the "Commencement Date" and continues until December 31, 2024, unless sooner terminated as hereinafter provided. If Tenant is not in default, Tenant shall have 2 options to extend the term for 5 years each by giving Landlord 12 months written notice.

**3. CONSTRUCTION.** The Tenant hereby accepts the Leased Premises in "as is" condition and shall cause to be performed the work required on Exhibit B and shall pay the cost of such work. Tenant shall submit plans for its construction and for its store sign to the Landlord and all construction shall be done in accordance with plans which have been approved by the Landlord. Prior to commencement of construction in the Leased Premises, Tenant shall provide Landlord with certificates of public liability, workmen's compensation, builder's risk and other insurance reasonably requested by Landlord. Tenant shall not install any sign without the Landlord's prior written approval. Tenant further agrees that it shall not permit any mechanic's liens or materialmen liens to be filed against the Leased Premises or the Shopping Center because of Tenant's work and shall cause the same to be discharged by bonding or by payment within 30 days after notice from the Landlord.

**4. MINIMUM RENT.** Commencing the earlier of: (a) 60 days after Tenant opens for business; or (b) not more than 150 days after delivery of possession of the Leased Premises (the "Minimum Rent Commencement Date"), the Tenant agrees to pay rent to the Landlord on the first day of each month in the following amounts:

	<u>Annual</u>	<u>Monthly</u>	<u>Per Square Foot</u>
Minimum Rent Commencement Date – 12/31/21 (Original Term)	\$30,000.00	\$2,500.00	\$10.00
1/1/22 – 12/31/22 (Original Term)	\$36,000.00	\$3,000.00	\$12.00
1/1/23 – 12/31/24 (Original Term)	\$43,500.00	\$3,625.00	\$14.50
1/1/25 – 12/31/29 (First Option)	\$52,500.00	\$4,375.00	\$17.50
1/1/30 – 12/31/34 (First Option)	\$60,000.00	\$5,000.00	\$20.00

All Rent (both Minimum Rent and other payments of additional rent) in accordance with the following:

If by wire:

Account Name: DSM MB II LLC, for the benefit of  
New York Life Insurance Company  
Account No.: 4640547356  
ABA No.: 026009593  
Address: 100 West 33rd Street  
New York, NY 10001

If by ACH:

Account Name: DSM MB II LLC, for the benefit of  
New York Life Insurance Company  
Account No.: 4640547356  
ABA No.: 011000138  
Address: 100 West 33rd Street  
New York, NY 10001

If by standard mail (United States Postal Service):

DSM MB II LLC  
P O Box 419030  
Boston, MA 02241-9030

If by overnight service (Federal Express or UPS):

Bank Of America Lockbox  
DSM MB II LLC - 419030  
MA5-527-02-07  
2 Morrissey Blvd.  
Dorchester, MA 02125

**5. REAL ESTATE TAXES.** Commencing on the Commencement Date (as opposed to the Minimum Rent Commencement Date), in addition to the above rent, the Tenant shall pay, as additional rent, its proportionate share of the real estate taxes levied on the Shopping Center. Tenant's proportionate share (for the purposes of Sections 5, 8 and 14) shall be a fraction, the numerator of which is the number of leasable square feet in the Leased Premises, and the denominator of which is the total number of leasable square feet in the Shopping Center. Tenant's proportionate share shall be paid in monthly installments on the first day of every month in advance. The initial monthly installment shall be in the amount of \$350.00. Said installments may be adjusted yearly based upon the real estate tax bill for the previous year. The Landlord shall furnish the Tenant with a copy of the tax bill, together with an invoice setting forth the amount of Tenant's proportionate share for the period of time covered by such tax bill. If the monthly installments paid by Tenant shall be less than Tenant's proportionate share, Tenant shall pay the balance of its proportionate share within 30 days after receipt of such tax bill. If the Tenant shall have overpaid its proportionate share, Landlord shall either refund the amount of such overpayment with the copy of the tax bill and invoice or shall credit such overpayment to future tax payments of Tenant.

**6. USE.** The Tenant shall use the Leased Premises only for the business of a so-called retail package store selling beer and wine, and if Tenant obtains a license to do so, other alcoholic beverages. The Tenant shall also have the right to sell non-alcoholic beverages, cigarettes, lottery tickets and snacks and other items commonly sold in retail package stores, but the sale and display of such snacks and other food items shall not exceed 10% of the retail sales area of the Leased Premises. The Tenant will not engage in any other business whatsoever. Tenant shall keep open for business for the minimum hours of 11:00 a.m. until 9:00 p.m. on Monday through Saturday. As long as this Lease is in full force and effect and the Tenant is not in default of the Lease after the expiration of any applicable cure period, and so long as Tenant shall be conducting such business in the Leased Premises, the Landlord agrees that it shall not lease space in the Shopping Center to another so-called package store or a store selling beer and wine for off premises consumption as its primary business. Landlord may allow the sale of alcoholic beverages for off premises consumption on an incidental basis. This restriction shall not apply to existing tenants, their successors and/or assigns whose leases do not restrict the sale of alcoholic beverages. This restriction shall not apply to the sale of alcoholic beverages for on premises consumption.

**7. USE OF COMMON AREAS.** The Tenant and its customers shall have the right, in common with others, to use the common areas subject to such reasonable rules and regulations as the Landlord may impose. It is agreed that Landlord shall have the right to designate certain areas

in the Shopping Center as employee parking areas and Tenant shall thereafter cause its employees to park in such employee parking areas.

**8. TENANT'S SHARE OF SHOPPING CENTER OPERATING COSTS.** Commencing on the Commencement Date (as opposed to the Minimum Rent Commencement Date), Tenant will pay to Landlord as additional rent, Tenant's proportionate share of Shopping Center operating costs. Initially, Tenant shall make monthly payments toward such costs in the minimum amount of \$475.00. The balance of such payment shall be due within 30 days after receipt of Landlord's invoice. The monthly payments may be adjusted based upon the payments due for the previous year. The term "Shopping Center operating costs" means the total cost and expense incurred in operating, equipping, repairing, replacing, protecting, decorating and maintaining the common facilities and common areas, common or exterior utility lines, pipes or other conduits, fire protection and/or sprinkler monitoring and systems serving more than one premises, and liability and hazard insurance; personal property taxes; and 15% of the total of all the above costs and expenses to cover Landlord's administrative and management costs. "Common areas" means all areas, space, equipment, utility systems, utilities, improvements and services provided by Landlord for the common or joint use and benefit of the occupants of the Shopping Center, their employees, agents, servants, customers and other invitees.

**9. HEATING AND AIR CONDITIONING.** The Tenant shall heat and air condition the Leased Premises at the Tenant's own cost and expense and shall keep and maintain in good repair and replace, if necessary, the heating equipment and air conditioning equipment, including all rooftop units and any other equipment on the roof and also including necessary duct work and shall keep in full force a Maintenance Contract for such equipment.

**10. UTILITIES.** The Tenant shall make its own arrangements for water, sewer, gas, electric and telephone service respectively and for any other utilities used by it and shall promptly pay the public utility therefor. If any utilities are billed directly to Landlord, then Tenant shall pay Landlord its proportionate share.

**11. TENANT'S MAINTENANCE, REPAIRS AND ALTERATIONS.** Tenant shall keep and maintain the interior of the Leased Premises, including all plumbing and electrical and other components thereof, and all doors, windows and locks, both interior and exterior and the storefront, in good order and repair and shall make all changes or replacements to the Leased Premises required by any public authority. The Tenant shall not make any exterior or structural alterations without obtaining the Landlord's prior written consent. In addition, Tenant shall keep the windows and sills of the Leased Premises washed and clean and shall also maintain the storefront of the Leased Premises in a clean and presentable condition at all times. Further, posters and window signs shall not exceed more than 50% of the window area and shall be displayed in a neat and clean manner. The Tenant shall also keep the sidewalks in front of the Leased Premises clean and free of trash.

**12. INDEMNIFICATION AND LIABILITY INSURANCE.** Tenant shall save the Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property while on the Leased Premises, unless caused solely by Landlord's negligence, and shall save the

Landlord harmless and indemnified from all injury, loss, claim or damage to any person or property anywhere in the Shopping Center occasioned by an omission, neglect or default of the Tenant. Tenant shall maintain public liability and property damage insurance covering the Leased Premises and the Shopping Center insuring the Landlord as well as the Tenant with limits at least equal to \$1,000,000.00 (single limit) as provided in comprehensive general liability forms with contractual liability endorsement attached insuring against injury to persons and damage to property to the extent provided in this Section 12. Tenant shall also maintain workmen's compensation insurance covering all of the Tenant's employees working in the Leased Premises, and shall deliver certificates for such insurance to Landlord.

**13. YIELD UP.** At the termination of this Lease, Tenant shall remove such of the Tenant's goods and effects as are not permanently affixed to the Leased Premises and such of the alterations and additions made by Tenant as the Landlord may request and shall repair any damage caused by such removal, remove its signs and peaceably to yield up the Leased Premises in broom clean condition. Any property not removed by the Tenant within 10 days after the termination of the Lease (whether by time or otherwise) shall be deemed abandoned and the Landlord shall have the right to remove the same at the Tenant's expense, to sell it or give it away or to use it for its own use.

**14. FIRE AND OTHER CASUALTY.** If the Leased Premises are untenantable because of a fire or other casualty, the Landlord shall repair or rebuild the Leased Premises (not including the Tenant's fixtures, furniture, furnishings, floor coverings and equipment) to substantially the condition they were in immediately prior to such damage or destruction. The Tenant shall forthwith thereafter repair or replace such of its fixtures, furniture, furnishings, floor coverings and equipment as may have been damaged or destroyed. The Minimum Rent shall be abated or reduced proportionately during any period in which there is a substantial interference with the operation of the business of the Tenant until the completion of the repairs or rebuilding to be made by the Landlord. In case the building in which the Leased Premises are situated is destroyed so as to render more than 25% thereof untenantable, the Landlord may, at its election, by notice in writing to the Tenant within 60 days after such destruction or damage, terminate this Lease. Tenant shall pay to Landlord its proportionate share of any premiums for insurance for fire and extended coverage.

**15. REPAIRS BY LANDLORD.** The Landlord shall keep the foundations and roof of the Leased Premises, the structure of the floors and walls thereof (excluding finish, coverings and all glass) and the water, plumbing, electric and sewerage systems in the Shopping Center outside of the Leased Premises and any pipes, ducts, conduits and wires leading through the Leased Premises and serving other parts of the Center in good order, repair and condition, exclusive of any work required because of damage caused by the Tenant or its employees, agents, invitees, licensees or contractors, in which case, such work shall be the Tenant's responsibility. The Landlord shall not be required to commence any such repair until 10 days after written notice from the Tenant that the same is necessary.

**16. TENANT'S DEFAULTS.** If any default by the Tenant continues after notice, for more than 30 days, except for payment of Minimum Rent, additional rent or other payments, in which case,

said period of notice shall be 7 days; or if the Tenant makes any assignment for the benefit of creditors, commits any act of bankruptcy or files a petition under any bankruptcy or insolvency laws; or if such a petition is filed against the Tenant, or a receiver is appointed for all or part of the Tenant's assets, the Landlord may make entry and repossess the Leased Premises as of the Landlord's former estate and expel the Tenant and those claiming through or under it without being deemed guilty of any manner of trespass and, without prejudice to any other remedies, and thereupon this Lease shall terminate. Upon such termination, the Landlord may remove all of the Tenant's property from the Leased Premises and dispose of the same or retain it for its own use. The Tenant shall indemnify the Landlord during the remaining period before this Lease would otherwise expire against all loss or damage, if any, for each lease month to be paid at the end thereof.

The Tenant shall also pay and indemnify Landlord for all expenses incurred in terminating the Lease, obtaining possession of the Leased Premises and in reletting the Leased Premises, including but not limited to repairs, remodeling expenses, expenses incurred in removal, storage or otherwise dealing with Tenant's property, and brokerage and attorney fees.

Tenant shall pay on demand the Landlord's expenses, including reasonable attorneys fees, incurred in enforcing any obligation of the Tenant under this Lease.

**17. LANDLORD'S RIGHT TO CURE DEFAULTS.** The Landlord may cure, but shall not be obligated to do so, at any time without notice, any default by the Tenant under this Lease; and whenever the Landlord so elects, all costs and expenses incurred by the Landlord, including reasonable attorneys fees, in curing a default shall be paid by the Tenant to the Landlord on demand.

**18. ASSIGNMENT AND SUBLetting.** Tenant shall not assign, sublet, mortgage or otherwise encumber or dispose of this Lease or any interest therein (all of the above are referred to as "assignment") without obtaining Landlord's prior written consent. Notwithstanding Landlord's consent at the time of the assignment, this Lease must be in full force and effect without any breach or default of the Tenant, the Assignee shall assume, by written recordable instrument, in form and content satisfactory to Landlord, the due performance of all of Tenant's obligations under the Lease, including any accrued obligations at the time of the assignment or subletting. A copy of the assignment and the original assumption agreement (both in form and content satisfactory to Landlord) fully executed and acknowledged by the assignee, together with a certified copy of a properly executed corporate resolution authorizing each assumption agreement, shall be delivered to Landlord within 10 days prior to the effective date of such assignment. Such assignment shall be upon and subject to all the provisions, terms, covenants and conditions of this Lease and Tenant (and any prior assignee(s)) shall continue to be and remain liable thereunder. Tenant shall pay the reasonable amount of Landlord's attorneys fees incurred in connection with review and/or preparation of the documentation necessary for compliance with the requirements of this Section 18.

**19. NOTICE.** Any notice from the Landlord to the Tenant or from the Tenant to the Landlord shall be deemed duly served only if mailed by registered or certified mail or by private nationally

recognized courier service (such as Federal Express or UPS) addressed to such party at the address above written or as changed by such party by written notice in accordance with this Section.

**20. SUBORDINATION.** The Tenant hereby covenants and agrees that the within Lease is and/or shall be subject to and subordinate to any mortgage which may now or hereafter affect the real property of which the Leased Premises form a part and shall execute and deliver within 10 days after request of Landlord or Landlord's proposed mortgagee a written agreement, in form satisfactory to Landlord and its proposed mortgagee, evidencing such subordination.

**21. ESTOPPEL CERTIFICATES.** Tenant shall, without charge, at any time and from time to time hereafter, within 10 days after written request of Landlord, certify by a written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease, in accordance with its tenor as then constituted; (c) as to the existence of any default hereunder; (d) as to the existence of any offsets, counterclaims or defenses thereto on the part of Tenant; (e) as to the commencement and expiration dates of the term; and (f) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by Landlord and any other person, firm or corporation to whom the same may be exhibited or delivered; and the contents of such certificate shall be binding on the Tenant.

**22. HOLDING OVER.** In the event that the Tenant remains in possession of the Leased Premises after the expiration of this Lease, Tenant shall be deemed to be occupying said premises as Tenant from month to month, subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy but such occupancy shall be at a monthly Minimum Rent in the amount of 150% of the last month's Minimum Rent payable under this Lease.

**23. WAIVER OF SUBROGATION.** All insurance which is carried by either party with respect to the Leased Premises, whether or not required, shall include provisions which either designate Landlord as one of the insured or deny to the insurer acquisition by subrogation of rights of recovery against the party not carrying such insurance to the extent such rights have been waived by the insured party prior to occurrence of loss or injury. Each party hereby waives all rights of recovery against the other for loss or injury against which the waiving party is protected by insurance containing said provisions, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered by such insurance.

**24. BROKERAGE.** The Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease and covenants to pay, hold harmless and indemnify the Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Lease or the negotiation thereof.

**25. SIGNAGE.** Subject to the receipt of all necessary governmental approvals and subject to compliance with Landlord's Sign Criteria as set forth in Exhibit C, Tenant shall have the right to

install external building signage. Tenant will be responsible for obtaining all permits and approvals required for erection of Tenant's signs. Tenant's interior sign package will be subject to Landlord's review and approval, which will not be unreasonably withheld or delayed. All signage will be subject to local zoning and code requirements. Tenant will have the right, at no additional rent, to install a sign panel in a position on both sides of the pylon sign serving the Leased Premises if such panel is available. Landlord will pay for all costs associated with the maintenance of such sign but will have the right to bill such maintenance costs under common area maintenance. Tenant will pay all costs associated with the fabrication and installation and maintenance of Tenant's sign panel.

**26.** The term "Landlord", as used in this Lease, means only the owner or the mortgagee in possession for the time being of the building in which the Leased Premises are located. In the event of any sale of said Leased Premises or the Shopping Center, Landlord shall be entirely freed of all obligations of Landlord hereunder, and such purchaser, successor or assign of Landlord shall be deemed to have assumed all obligations of Landlord. The provisions of the preceding sentence shall be applicable to any and all successor landlords.

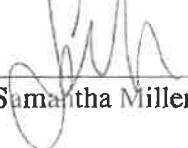
If Landlord or any successor in interest of Landlord shall be a mortgagee, or an individual, joint venture, tenancy in common, firm or partnership, general or limited, there shall be absolutely no personal liability on the part of such mortgagee or such individual or on the part of the members of a firm, partnership or joint venture and Tenant shall look solely to the equity of Landlord or such successor in interest in the Shopping Center for the satisfaction of each and every remedy of the Tenant in the event of any breach by Landlord or by such successor in interest.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

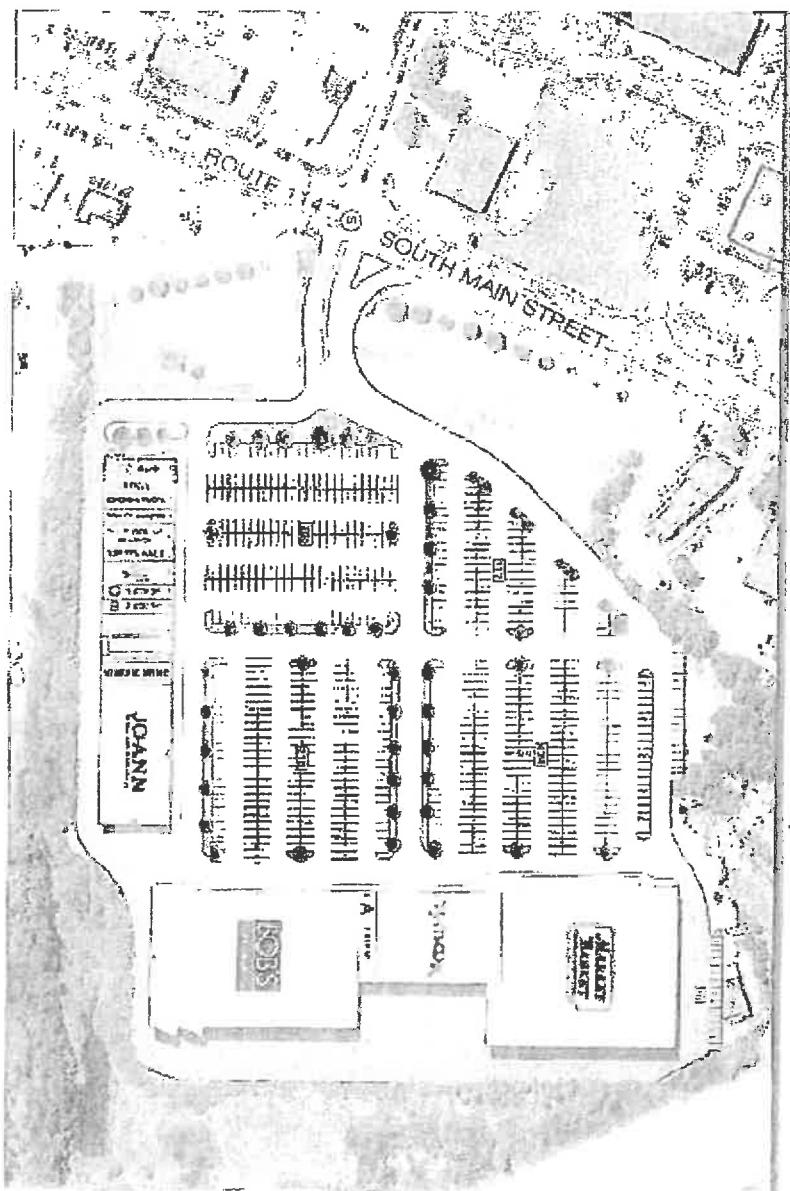
**LANDLORD:**  
DSM MB II LLC

By:   
Name:  
(authorized signatory)

**TENANT:**  
VINUM WINE SHOP INC.

By:   
Samantha Miller, President and Treasurer

**EXHIBIT A**



DSMI  
Realty

## Leasing Plan

230 Main Street, Milford, N.H. 03046

## **EXHIBIT B**

1. The following work shall be done by the Landlord in a good and workmanlike manner employing good and proper materials:
  - a. The Landlord shall have flooring ready for cooler installation, including removal of existing carpeting unless instructed otherwise by the Tenant and with concrete ready for Tenant's use.
  - b. The Landlord shall provide the HVAC unit in good working condition.
2. The Tenant has examined the Leased Premises and except for Landlord's requirements in the preceding Section 1, accepts the Leased Premises in "as is" condition. The following work shall be done by the Tenant in a good and workmanlike manner employing good and proper materials:
  - a. The Tenant shall provide and install all materials and equipment and do all work necessary to make the Leased Premises ready for the conduct of Tenant's business therein.
  - b. All such work to be done by the Tenant as aforesaid must receive the prior approval in writing of the Landlord so as to be suitable in quality, design and structure for the Leased Premises and overall for the Shopping Center. It is agreed by the Landlord and the Tenant that if the Tenant requests the Landlord to make any changes in the equipment or work which is to be provided by the Landlord in No. 1 above in this Exhibit, then to the extent that said change increases the cost of the Landlord, the Tenant shall pay such increase in cost to cover said changes in materials and labor as aforesaid.
3. This Exhibit B is made part of this Lease and is incorporated into this Lease in full by reference.

**EXHIBIT C**  
**TENANT SIGN CRITERIA**  
**MIDDLETON MARKET PLACE**  
**MIDDLETON, MASSACHUSETTS**

**PURPOSE**

The purpose of this sign criteria exhibit is to insure tasteful, quality, and compatible signage throughout the Shopping Center. For this reason, specific restrictions on signs are set forth below. This shall not limit the Landlord's right to reject or to require modification of any Tenant sign. In all cases, Landlord's judgment as to the aesthetic quality, number, color, size and method of installation shall be binding and final.

**A. Sign Drawings**

The Tenant shall submit shop drawings and location plan of the sign and complete storefront. Shop drawings must show sign materials, illumination fastenings, colors, and electrical wiring schematic. Location plan must show exact placement and limits of all signage within the premises. Storefront elevation must include the store sign completely delineated.

**B. Tenants' Responsibility**

All signs, including fastening devices shall be furnished, installed and maintained by the Tenant. Sign construction shall be in accordance with applicable state and/or local authorities. Tenant is responsible for obtaining permit for erecting sign.

**C. Types of Signs Permitted**

1. Only self-illuminated individual channel letter signs are permitted. Returns of letter shall be white. Face of letters shall be translucent acrylic, and all signs must be illuminated through the letter face.
2. The store sign shall be limited to the Tenant's trade name and/or logo. Additional words advertising or describing products or services are not permitted. Landlord reserves the right to limit the use of "logos".

**D. Size of Sign**

1. Refer to City/Town Zoning By-laws or Ordinances for signage.
2.
  - a. Maximum height of letters not to exceed three (3) feet.
  - b. Maximum length of sign not to exceed 75% of storefront width.
3. Tenant's sign shall conform to the most stringent of 1 or 2 above.

## G U A R A N T Y

FOR VALUE RECEIVED, and in consideration of One (\$1.00) Dollar for and as an inducement to DSM MB II LLC, a Delaware limited liability company (LANDLORD), to make the foregoing Lease with Vinum Wine Shop Inc., a Massachusetts corporation (TENANT), the undersigned, hereinafter called the "GUARANTOR" unconditionally guarantees the full performance and observance of all of the covenants, conditions and agreements therein provided to be performed and observed by the TENANT and the TENANT'S successors and assigns, and said GUARANTOR makes itself liable for performance, including but not limited to the payment by the GUARANTOR of all rents, payments and any arrears that may remain due unto said LANDLORD and its successors and assigns and also to pay all damages that may arise in consequence of the non-performance of said covenants, conditions and agreements of said Lease without requiring notice of any such default from said LANDLORD or its successors and assigns.

GUARANTOR expressly agrees that the validity of this agreement and its obligations hereunder shall in no way be terminated, affected or impaired by reason of the assertion of the LANDLORD against the TENANT of any of the rights or remedies reserved to the LANDLORD by the Lease.

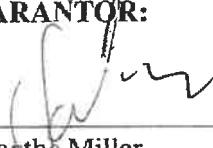
GUARANTOR further covenants and agrees that this Guaranty shall remain and continue in full force and effect as to any renewal, modification, amendment or extension of this Lease and any assignment or transfer by the LANDLORD, whether or not it shall have received any notice of or consent to such renewal, modification, extension, assignment or transfer. Failure of the LANDLORD to insist upon strict performance or observance of any of the terms, provisions or covenants of the foregoing Lease or to exercise any right therein contained shall not be construed as a waiver or relinquishing or the failure of any such term, provision, covenant or right and the same shall continue and remain in full force and effect. Receipt by the LANDLORD of rent with knowledge of the breach of any provisions of the foregoing Lease shall not be termed a waiver of such breach.

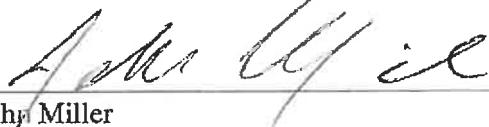
GUARANTOR further agrees that its liability under this Guaranty shall be primary and that in any right or action which may accrue to the LANDLORD under this Lease, LANDLORD may, at its option, proceed against GUARANTOR and TENANT or may proceed against either the GUARANTOR and TENANT without having commenced any action against or having obtained any judgment against the TENANT or the GUARANTOR.

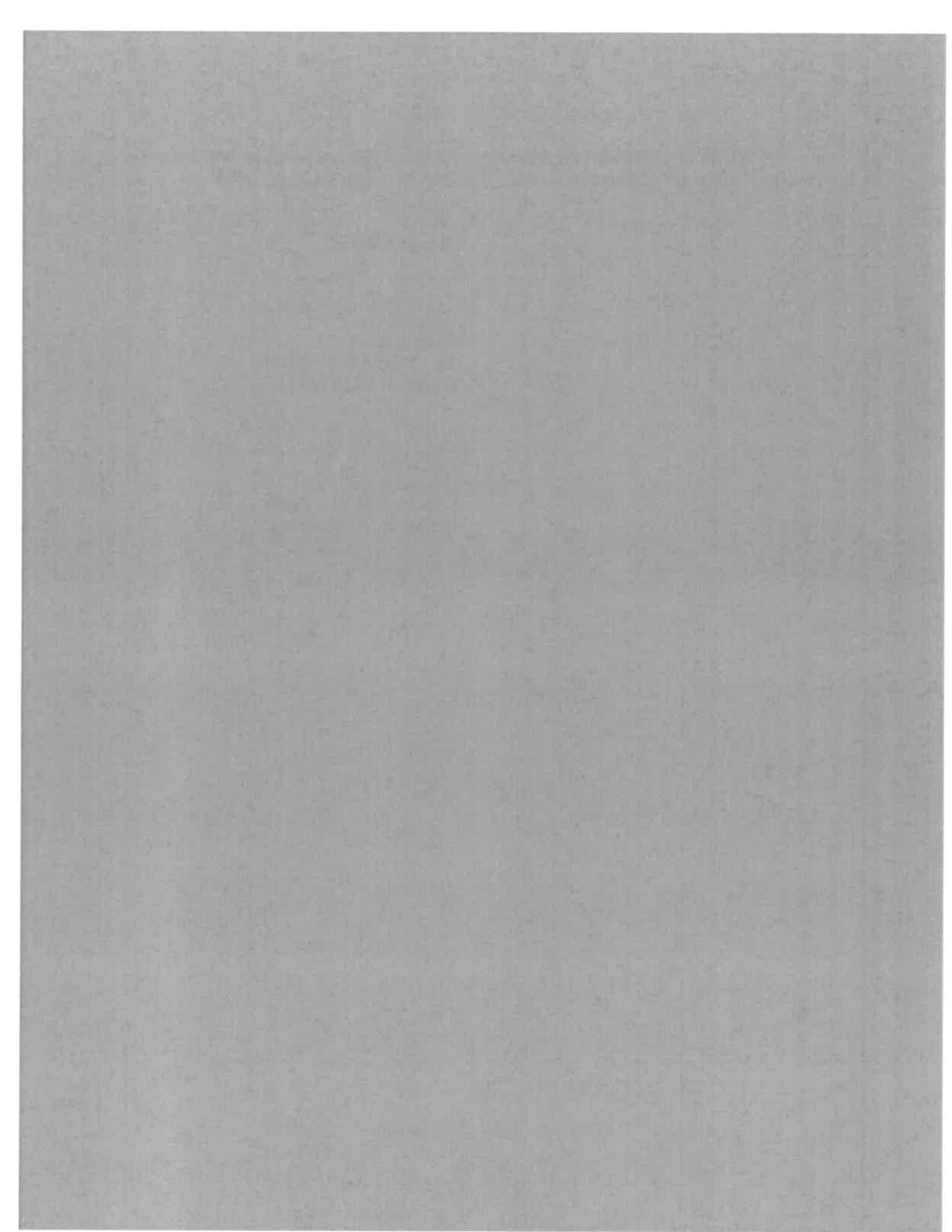
All terms and provisions herein shall inure to the benefit of the successors and assigns of the LANDLORD and shall be binding upon the executors, administrators, successors and assigns of the GUARANTOR.

IN WITNESS WHEREOF, the undersigned GUARANTOR has caused its hand and seal to be hereto affixed to this instrument on this 10 day of February, 2020.

GUARANTOR:

  
Samantha Miller  
68 North Street  
North Reading, MA 01864  
Telephone: (617) 699-1477

  
John Miller  
68 North Street  
North Reading, MA 01864  
Telephone: (617) 699-1477



## Vinum Wine Shop

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**From:** John Matthews <rms9119@cs.com>  
**Sent:** Wednesday, April 17, 2024 11:40 AM  
**To:** Vinum Wine Shop  
**Cc:** Suzanne Delaney; Connie Adams; Charbel Dahbour; Hayley Tirado; Briana Lynch; Maria T. Hernandez; Mary Beth Mola  
**Subject:** Re: Vinum, Exercise of Option (Middleton, MA)

Hi Samantha,  
Thank you for the email below, exercising your first five year Option. Landlord accepts your email as Notice of Exercise and waives the 12 month Notice Date.  
Best regards,  
John Matthews  
Landlord's Representative

On Wednesday, April 17, 2024 at 11:27:35 AM EDT, Vinum Wine Shop <info@vinumwineshop.com> wrote:

Dear John,

Tenant, Vinum Wine Shop located at 232b South Main Street, Middleton, MA 01949, gives Notice per the Lease that it is exercising the first option for the period beginning January 1, 2025 thru December 31, 2029.

Thank you,

Samantha Miller

**13**



**The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission**

For Reconsideration

**LICENSING AUTHORITY CERTIFICATION**

Middleton

00040-PK-0704

City/Town

ABCC License Number

**TRANSACTION TYPE (Please check all relevant transactions):**

The license applicant petitions the Licensing Authorities to approve the following transactions:

<input type="checkbox"/> New License	<input type="checkbox"/> Change of Location	<input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)	<input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC)
<input checked="" type="checkbox"/> Transfer of License	<input type="checkbox"/> Alteration of Licensed Premises	<input type="checkbox"/> Change of License Type (i.e. club / restaurant)	<input checked="" type="checkbox"/> Pledge of Collateral (i.e. License/Stock)
<input type="checkbox"/> Change of Manager	<input type="checkbox"/> Change Corporate Name	<input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt)	<input type="checkbox"/> Management/Operating Agreement
<input type="checkbox"/> Change of Officers/ 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"/> Other: <input type="text"/>			

**APPLICANT INFORMATION**

Name of Licensee	JY Inc.	DBA	Vinum Liquors
Street Address	232-B South Main Street, Middleton, MA	Zip Code	01949
Manager	Jay Patel	Granted under Special Legislation?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
\$15 Package Store	Annual	All Alcoholic Beverages	If Yes, Chapter
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)	of the Acts of (year)
			419
			2022

**DESCRIPTION OF PREMISES** Complete description of the licensed premises

A 3,000 square foot unit located at the Market Basket retail complex located on South Main Street, Middleton, MA with a checkout/register counter, wine tasting counter, coolers, and an office and bathroom. The Unit has 1 public entrance and 2 exits.

**LOCAL LICENSING AUTHORITY INFORMATION**

Application filed with the LLA:	Date:	Time:
Advertised:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Date Published: <input type="text"/>
Abutters Notified:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Date of Notice: <input type="text"/>
Date APPROVED by LLA	Decision of the LLA <input type="text"/>	
Additional remarks or conditions (E.g. Days and hours)	<input type="text"/>	
For Transfers ONLY:	<input type="text"/>	
Seller License Number:	Seller Name: <input type="text"/>	

The Local Licensing Authorities By:

<input type="text"/>

Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director

**14**

**Town of Middleton**  
**Certified Abutters List Request Form**

 **COPY**

This form must be completed and Assessors fee of \$10.00 must be paid before release of the certified abutters list. The Assessors Office requires ten (10) working days to certify an Abutters List. This list is valid for sixty days only from date of issue.

Submission Date Friday, July 05, 2024 Issue Date Monday, July 08, 2024

Assessors Fee Paid:  Yes  No

Person requesting list: Pamela Veerman/Mann& Mann PC Address: 191 South Main St

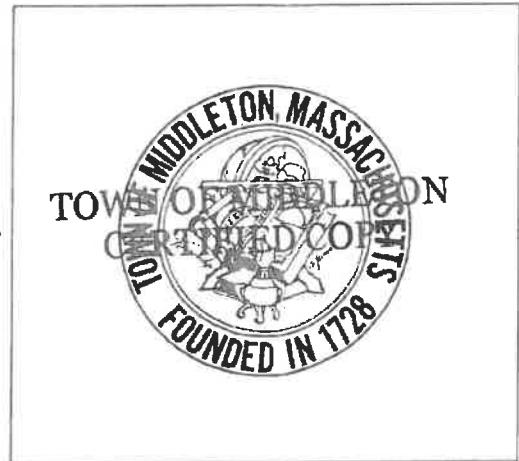
Phone #: 978-762-6238 E-mail Address pamv@mannpc.com

Property Owner: DSM MBII

Location: 230 South Main

Assessor's Map(s) 33 Lot(s) 40

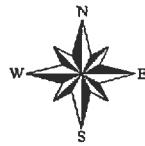
- Conservation - 100 ft.
- Planning Board (Special Permit) – 300 ft.
- Planning Board (Definitive Subdivision) Direct Abutters.
- Zoning Board of Appeals – 300 ft.
- Select Board - Direct Abutters



Kate Jaund 7/8/24  
Certified by Middleton Assessors

**Certification of Parties in Interest**

The Board of Assessors of the Town of Middleton do hereby certify, in accordance with the provisions of Section 10 and 11 of Chapter 808 of the Acts of 1975, that the following named persons, firms and corporations are parties in interest, as in said Section 11 defined, with respect to the premises herein above described.



Middleton, MA

1 inch = 850 Feet

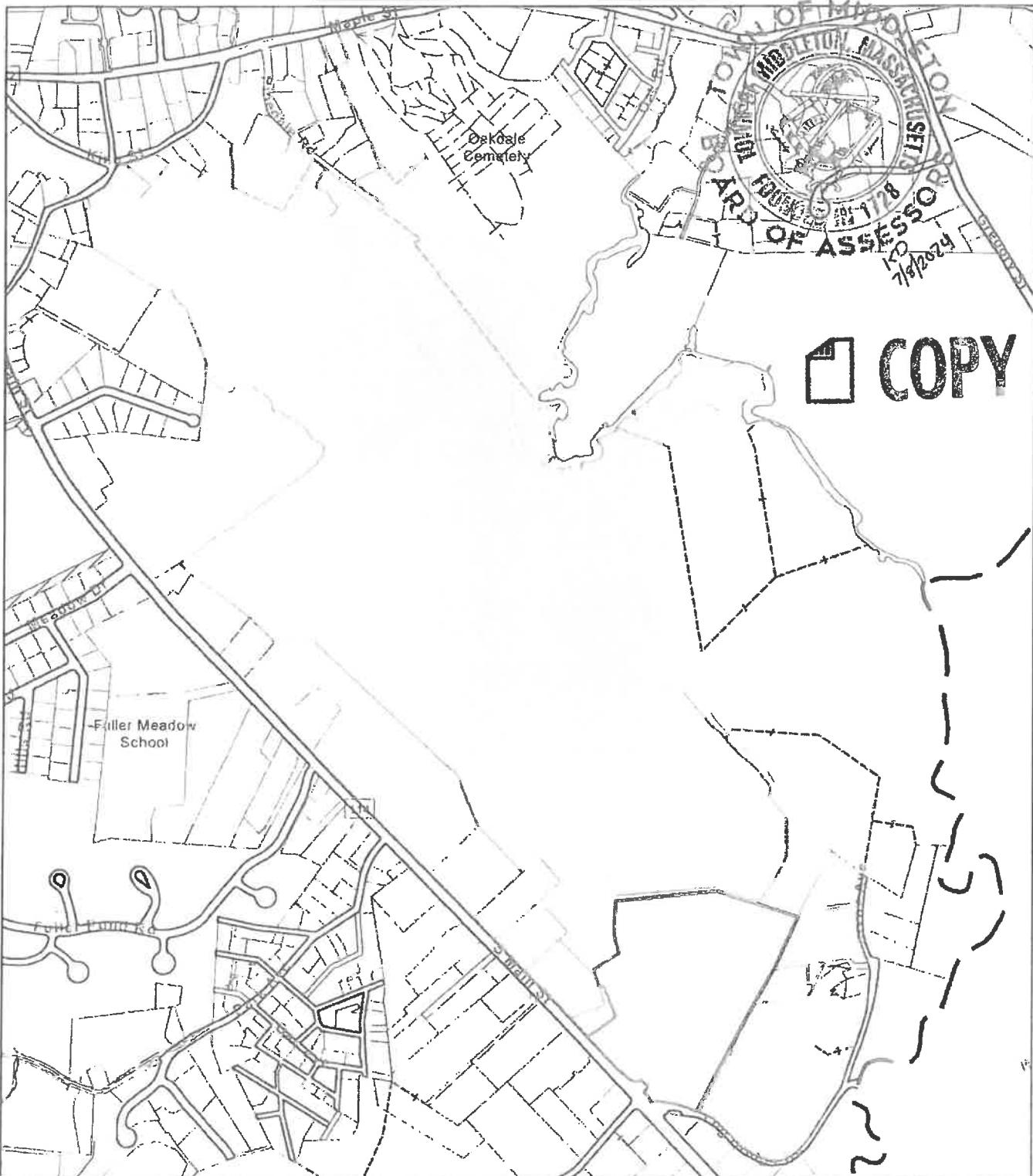


CAI Technologies

[www.cai-tech.com](http://www.cai-tech.com)

July 8, 2024

0 850 1700 2550



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



# 1 feet Abutters List Report

Middleton, MA  
July 08, 2024

 COPY



## Subject Property:

Parcel Number: 0033-0000-0040  
CAMA Number: 0033-0000-0040  
Property Address: 230 SOUTH MAIN ST

Mailing Address: DSM MB II  
875 EAST ST  
TEWKSBURY, MA 01876

## Abutters:

Parcel Number: 0029-0000-0188 C  
CAMA Number: 0029-0000-0188 C  
Property Address: 156# 10 SOUTH MAIN ST

Mailing Address: RICHARDSON FARMS INC  
156 SO MAIN ST  
MIDDLETON, MA 01949

Parcel Number: 0033-0000-0041  
CAMA Number: 0033 A-0000-41101  
Property Address: 30 LOG BRIDGE RD

Mailing Address: NORTH SHORE BUSINESS CTR LLC  
30 LOG BRIDGE RD BLDG 100 SUITE 200  
MIDDLETON, MA 01949

Parcel Number: 0033-0000-0041  
CAMA Number: 0033 A-0000-41202  
Property Address: 30 LOG BRIDGE RD

Mailing Address: GERSHAW SCOTT O TR GERSHAW  
DAVID L TR  
6 NAUMKEAG ROW  
DANVERS, MA 01923

Parcel Number: 0033-0000-0041  
CAMA Number: 0033 A-0000-41203  
Property Address: 30 LOG BRIDGE RD

Mailing Address: ENFIELD REAL ESTATE LLC  
30 LOG BRIDGE RD BLDG 200 UNIT 203  
MIDDLETON, MA 01949

Parcel Number: 0033-0000-0041  
CAMA Number: 0033 A-0000-41204  
Property Address: 30 LOG BRIDGE RD

Mailing Address: SKAFOS LLC  
30 LOG BRIDGE RD BLDG 200 SUITE 204  
MIDDLETON, MA 01949

Parcel Number: 0033-0000-0041  
CAMA Number: 0033 A-0000-41205  
Property Address: 30 LOG BRIDGE RD

Mailing Address: NORTH SHORE BUSINESS CTR LLC  
30 LOG BRIDGE RD BLDG 100 SUITE 200  
MIDDLETON, MA 01949

Parcel Number: 0033-0000-0041  
CAMA Number: 0033 A-0000-41206  
Property Address: 30 LOG BRIDGE RD

Mailing Address: EMW LLC  
30 LOG BRIDGE RD BLDG 200 SUITE 206  
MIDDLETON, MA 01949

Parcel Number: 0033-0000-0041  
CAMA Number: 0033 A-0000-41207  
Property Address: 30 LOG BRIDGE RD

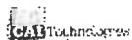
Mailing Address: UNITED CIVIL INC  
240 NEWBURY ST  
DANVERS, MA 01923

Parcel Number: 0033-0000-0041  
CAMA Number: 0033 A-0000-41209  
Property Address: 30 LOG BRIDGE RD

Mailing Address: GERSHAW SCOTT O TR GERSHAW  
DAVID L TR  
6 NAUMKEAG ROW  
DANVERS, MA 01923

Parcel Number: 0033-0000-0041  
CAMA Number: 0033 A-0000-41301  
Property Address: 30 LOG BRIDGE RD

Mailing Address: BEER HOUSE LLC  
24 CAMPBELL RD  
MIDDLETON, MA 01949



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# 1 feet Abutters List Report

Middleton, MA

July 08, 2024

 COPY

Parcel Number: 0033-0000-0041  
CAMA Number: 0033 A-0000-41302  
Property Address: 30 LOG BRIDGE RD

Mailing Address: BEER HOUSE LLC  
24 CAMPBELL RD  
MIDDLETON, MA 01949

Parcel Number: 0033-0000-0041  
CAMA Number: 0033 A-0000-41303  
Property Address: 30 LOG BRIDGE RD

Mailing Address: E HOME REALTY LLC  
30 LOG BRIDGE RD BLDG 300 SUITE 303  
MIDDLETON, MA 01949

Parcel Number: 0033-0000-0041  
CAMA Number: 0033 A-0000-41401  
Property Address: 30 LOG BRIDGE RD

Mailing Address: NORTH SHORE BUSINESS CTR LLC  
30 LOG BRIDGE RD BLDG 100  
MIDDLETON, MA 01949

Parcel Number: 0033-0000-0041  
CAMA Number: 0033 A-0000-41501  
Property Address: 30 LOG BRIDGE RD

Mailing Address: EQUIPMENT NORTH INC  
30 LOG BRIDGE RD BLDG 100 SUITE 200  
MIDDLETON, MA 01949

Parcel Number: 0033-0000-0036  
CAMA Number: 0033-0000-0036  
Property Address: 210224 SOUTH MAIN ST

Mailing Address: LRB MIDDLETON LLC % PAUL T ONEIL  
153 EAST EMERSON ST  
MELROSE, MA 02176

Parcel Number: 0033-0000-0038  
CAMA Number: 0033-0000-0038  
Property Address: 226 SOUTH MAIN ST

Mailing Address: KORKARIS TR NIKOLAOS KORKARIS TR  
MARIA  
265 CENTRE ST  
DANVERS, MA 01923

Parcel Number: 0033-0000-0041  
CAMA Number: 0033-0000-0041  
Property Address: 30 LOG BRIDGE RD

Mailing Address: NO SHORE BUS CENTER CONDO TR  
30 LOG BRIDGE RD BLDG 100 SUITE 200  
MIDDLETON, MA 01949

Parcel Number: 0033-0000-0044  
CAMA Number: 0033-0000-0044  
Property Address: 2 BIRCH RD

Mailing Address: TWO BIRCH PLACE LLC  
16 FERN WAY  
BEDFORD, MA 01730

Parcel Number: 0033-0000-0044 A  
CAMA Number: 0033-0000-0044 A  
Property Address: 26 BIXBY AVE

Mailing Address: EN BIXBY LLC  
30 LOG BRIDGE ROAD BUILDING 100  
SUITE 200  
MIDDLETON, MA 01949



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7/8/2024

Page 2 of 2