



# Board of Selectmen

Open Session Agenda  
Wednesday, March 2, 2022  
Eldon F. Moreira Board of Selectmen Meeting Room  
6:00 p.m.

65 North Main Street  
West Bridgewater, MA 02379  
Telephone (508) 894-1267  
Fax (508) 894-1269

*The listing of matters is those reasonably anticipated by the Chair, which may be discussed at the meeting. Not all items may, in fact, be discussed and other items not listed may be brought up for discussion to the extent permitted by law. This meeting may be recorded for use on the internet.*

For more detailed information regarding agenda topics, please visit the Agenda & Minutes section of the Board of Selectmen's page at [www.westbridgewaterma.org](http://www.westbridgewaterma.org) to view the meeting packet. (Posted by 5 p.m. the day of the meeting.)

## APPOINTMENTS

6:00 p.m. Senator Timilty – Cyber Security Training Presentation

## PUBLIC HEARINGS

6:30 p.m. Application for a new All-Alcohol Off Premise Liquor License for AJKGVK Inc. dba Borderline Discount Liquor and Tobacco located at 860 North Main Street (p. 4-73)

### 1. Warrants/Board of Selectmen Business:

- a. Proclamation Recognizing Calvin & Francis Gray – West Bridgewater Food Pantry (p. 74)
- b. 6:45 p.m. Budget Hearings:
  - i. 1610 Town Clerk (p. 75)
  - ii. 1630 Election/Registration (p 76)
  - iii. 6920 Veterans/Memorial Day (p. 77)
- c. 7:00 p.m. Budget Hearings:
  - i. 2410 Building Inspector (p. 78)
  - ii. 2420 Gas/Plumbing (p. 79)
  - iii. 2450 Electrical Inspector (p. 80)
  - iv. 1940 Town Hall (p. 81)
- d. 7:20 p.m. Budget Hearings:
  - i. 1550 Data Processing (p. 82)
- e. 7:35 p.m. Budget Hearings:
  - i. 4215 Public Works (p. 83)
  - ii. 4230 Public Works Snow Removal (p. 84)
  - iii. 4240 Public Works Street Lighting (p. 85)
  - iv. 4330 Waste Disposal (p. 86)
  - v. 4940 Tree Warden (p. 87)

- f. 8:00 p.m. Budget Hearings:
  - i. Community Preservation Committee (p. 88)
- g. 8:15 p.m. Budget Hearings:
  - i. 2100 Police Department (p. 89)
  - ii. 2920 Animal Control (p. 90)
- h. 8:30 p.m. Budget Hearings:
  - i. 1220 Board of Selectmen (p. 91)
  - ii. 1310 Finance Committee (p. 92)
  - iii. 1320 Finance Committee Reserve (p. 93)
- i. Sign Annual Town Election Warrant (p. 94)
- j. Vote on Annual Town Report Dedication (p. 95-96)
- k. Ratify Personnel Employment Contracts:
  - i. Executive Assistant – Board of Selectmen’s Office (p. 97-100)
  - ii. Town Administrator (p. 101-105)
- l. Vote on Town’s Dress Code Policy (p. 106)
- m. Vote to accept Access Coordinator Nathan Mayer’s Resignation (p. 107)
- n. Board of Assessors’ request to reclassify Principal Clerk to Head Administrative Secretary (p. 108-110)
- o. Vote on forwarding proposed Personnel By-Law change to By-Law Study Committee (p. 111-112)
- p. Vote to Approve the November 17, 2021 Meeting Minutes (p. 113-119)
- q. Vote to Accept the December 1, 2021 Meeting Minutes for Review (p. 120-123)

**2. Communications and Reports from Boards, Commissions and Town Officials:**

- a. Zoning Board of Appeals Special Permit & Site Plan for proposed S&D Auto Sales Inc. – Class II Dealer & Garage Repair located at 181 South Main Street (p. 124-137)
- b. Zoning Board of Appeals - Request for Modification to the Existing Special Permit & Site Plan for 160 South Main Street – Request for an Additional 2<sup>nd</sup> Floor Apartment Unit (p. 138-151)

**3. Correspondence from the Public to Determine a Course of Action:**

**4. Public Comment Period:**

**5. Town Administrator’s Report:**

- a. Discuss West Bridgewater Budget Priorities for FY 23 State Budget (p. 152-153)
- b. National Grid Energy Initiative Pre-Approval Letter (p. 154)
- c. Request to Campaign at the Transfer Station- Dylan Cragin February 12, 2022 (p. 155-156)

- d. Request to use Town Parking Lot and Public Roads – WBYAA – Opening Day Parade April 30, 2022 (p. 157-158)
- e. Approval to Deficit Spend- FY 22 Snow and Ice Budget (p. 159-161)

**6. Adjourn:**

**7. Executive Session:**

2022

## Town of West Bridgewater

### Licensee General Information Form

License Number: N/A

Business Name: **AJKGVK INC. dba BORDERLINE DISCOUNT LIQUOR AND TOBACCO**

Address: **860 NORTH MAIN STREET**

Business Mailing Address: \_\_\_\_\_

Days/Hours of Operation **MON – SAT 9 A.M. – 10 P.M.      SUN 10 A.M. – 9 P.M.**

Name of Licensee: **SMIT PATEL** Phone Number (\_\_\_\_\_) - \_\_\_\_\_

Home Address: \_\_\_\_\_

Email (\*Required): \_\_\_\_\_

If different from above,

Name of Manager: \_\_\_\_\_ Phone Number (\_\_\_\_)

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Payment Confirmation

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

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



**Transaction Processed Successfully.**

**INVOICE #: 6b1abd53-3122-490c-8307-37cf408fde4c**

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	AJKGVK Inc	\$200.00
		\$200.00

**Total Convenience Fee: \$4.70**

Date Paid: 12/18/2021 3:01:36 PM EDT

**Total Amount Paid: \$204.70**

#### Payment On Behalf Of

**License Number or Business Name:**  
AJKGVK Inc

**Fee Type:**  
FILING FEES-RETAIL

#### Billing Information

**First Name:**  
MATTHEW

**Last Name:**  
PORTER

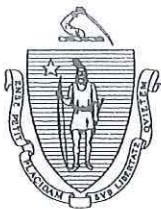
**Address:**  
2

**City:**  
Wrentham

**State:**  
MA

**Zip Code:**  
02093

**Email Address:** -----



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

**APPLICATION FOR A NEW LICENSE**

Municipality

**1. LICENSE CLASSIFICATION INFORMATION**

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

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

Application for a new All Alcohol Package Store License located at 860 North Main Street, West Bridgewater, MA 02379. The applicant, AJKGVK Inc is comprised of two shareholders, Alpesh Barot and Smit Patel. Smit Patel is also the proposed License Manager

Is this license application pursuant to special legislation?  Yes  No Chapter  Acts of

**2. BUSINESS ENTITY INFORMATION**

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

Entity Name	<input type="text" value="AJKGVK Inc"/>	FEIN	<input type="text" value="87-386443"/>
DBA	<input type="text" value="Borderline Discount Liquor and Tobacco"/>	Manager of Record	<input type="text" value="Smit Patel"/>
Street Address	<input type="text" value="860 North Main Street, West Bridgewater, MA 02379"/>		
Phone	<input type="text"/>	Email	<input type="text"/>
Alternative Phone	<input type="text" value="N/A"/>	Website	<input type="text" value="N/A"/>

**3. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

One floor, four total rooms, 13,480 square feet. One entrance, two exits

Total Square Footage:	<input type="text" value="13,480"/>	Number of Entrances:	<input type="text" value="1"/>	Seating Capacity:	<input type="text" value="N/A"/>
Number of Floors	<input type="text" value="1"/>	Number of Exits:	<input type="text" value="2"/>	Occupancy Number:	<input type="text" value="N/A"/>

**4. APPLICATION CONTACT**

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

Name:	<input type="text" value="Matthew S. Porter, Esq"/>	Phone:	<input type="text"/>
Title:	<input type="text" value="Attorney"/>	Email:	<input type="text"/>

**APPLICATION FOR A NEW LICENSE**

**5. CORPORATE STRUCTURE**

Entity Legal Structure	Corporation	Date of Incorporation	12/5/2021
State of Incorporation	Massachusetts	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

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

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

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

Name of Principal	Residential Address	SSN	DOB
Alpesh Barot			
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
President, Treasurer and Director	60%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
President, Treasurer and Director	60%	<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
Smit Patel			
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Secretary & Director	40%	<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 type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" 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 type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" 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 type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" 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 type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Additional pages attached?

Yes  No

**CRIMINAL HISTORY**

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

Yes  No

## APPLICATION FOR A NEW LICENSE

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

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

Name	License Type	License Name	Municipality
Alpesh Barot	Section 15 All Alcohol	Jiyadhruv Inc	Holbrook
Alpesh Barot	Section 15 All Alcohol	Panth Inc	Whitman

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

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

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

Name	License Type	License Name	Municipality

### **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. OCCUPANCY OF PREMISES**

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

Yes  No

## APPLICATION FOR A NEW LICENSE

### 8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	N/A
B. Purchase Price for Business Assets	N/A
C. Other * (Please specify below)	\$70,000.00
D. Total Cost	\$70,000.00

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

### SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Alpesh Barot	\$35,000.00
Smit Patel	\$35,000.00
Total:	\$70,000.00

### SOURCE OF FINANCING

Please provide signed financing documentation.

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

### FINANCIAL INFORMATION

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

10C above is the estimated cost of the store buildout which is being funded from the personal accounts of the shareholders.

### 9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge?  Yes  No

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

To whom is the pledge being made?

## **10. MANAGER APPLICATION**

### **A. MANAGER INFORMATION**

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

Proposed Manager Name  Date of Birth  SSN

Residential Address

Email  Phone

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

### **B. CITIZENSHIP/BACKGROUND INFORMATION**

Are you a U.S. Citizen?\*

Yes  No \*Manager must be a U.S. Citizen

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

Have you ever been convicted of a state, federal, or military crime?  Yes  No

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

Date	Municipality	Charge	Disposition

### **C. EMPLOYMENT INFORMATION**

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

Start Date	End Date	Position	Employer	Supervisor Name
01/01/20	Current	Clerk	Jamie's Plaza Liquor	Vijay Patel

### **D. PRIOR DISCIPLINARY ACTION**

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

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

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

Manager's Signature 

Date

## **11. MANAGEMENT AGREEMENT**

Are you requesting approval to utilize a management company through a management agreement?  
If yes, please fill out section 11.

Yes  No

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

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

### **11A. MANAGEMENT ENTITY**

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

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

### **CRIMINAL HISTORY**

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

Yes  No

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

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

### **LICENSE**

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

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

Name	License Type	License Name	Municipality
<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"/>

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

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

### **11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

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

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

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

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

### **11F. TERMS OF AGREEMENT**

- a. Does the agreement provide for termination by the licensee?
- b. Will the licensee retain control of the business finances?
- c. Does the management entity handle the payroll for the business?

Yes  No

Yes  No

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:

APPLICANT'S STATEMENT

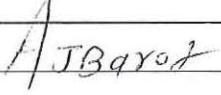
I, Alpesh Barot the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory

of AJKGVK Inc  
Name of the Entity/Corporation

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

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

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

Signature: 

Date: 12/13/2021

Title: President

## ENTITY VOTE

The Board of Directors or LLC Managers of

AJKGVK Inc

Entity Name

duly voted to apply to the Licensing Authority of

West Bridgewater

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Dec 13, 2021

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Alpesh Barot

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

Alpesh Barot

Name of Liquor License Manager

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

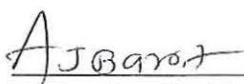
A true copy attest,

  
\_\_\_\_\_  
Corporate Officer /LLC Manager Signature

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

For Corporations ONLY

A true copy attest,

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

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



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

Minimum Fee: \$250.00

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

**Articles of Organization**

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

**Identification Number:** 001547722

**ARTICLE I**

The exact name of the corporation is:

AJKGVK 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. Please specify if you want a more limited purpose:

**ARTICLE III**

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

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

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

**ARTICLE IV**

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

**ARTICLE V**

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

**ARTICLE VI**

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

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

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

## ARTICLE VII

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

Later Effective Date: Time:

## ARTICLE VIII

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

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

Name: ALPESH BAROT  
No. and Street:  
City or Town: Y I State: MA Zip: 02382 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ALPESH BAROT	
TREASURER	ALPESH BAROT	
SECRETARY	SMIT PATEL	
DIRECTOR	ALPESH BAROT	
DIRECTOR	SMIT PATEL	

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

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

LIQUOR STORE

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

No. and Street:

City or Town:

NC

State: MA

Zip

Country: USA

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

No. and Street:

City or Town:

NC

State: MA

Zip: 01923

Country: USA

which is

its principal office

an office of its transfer agent

an office of its secretary/assistant secretary

its registered office

Signed this 5 Day of December, 2021 at 5:49:25 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.)

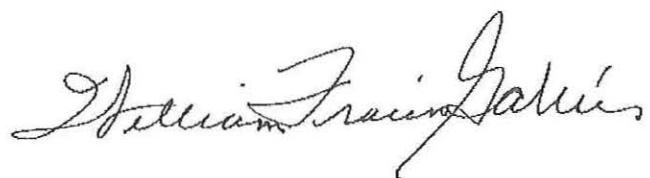
ALPESH BAROT

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THE COMMONWEALTH OF MASSACHUSETTS

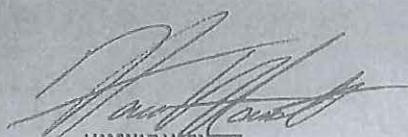
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

December 05, 2021 05:47 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

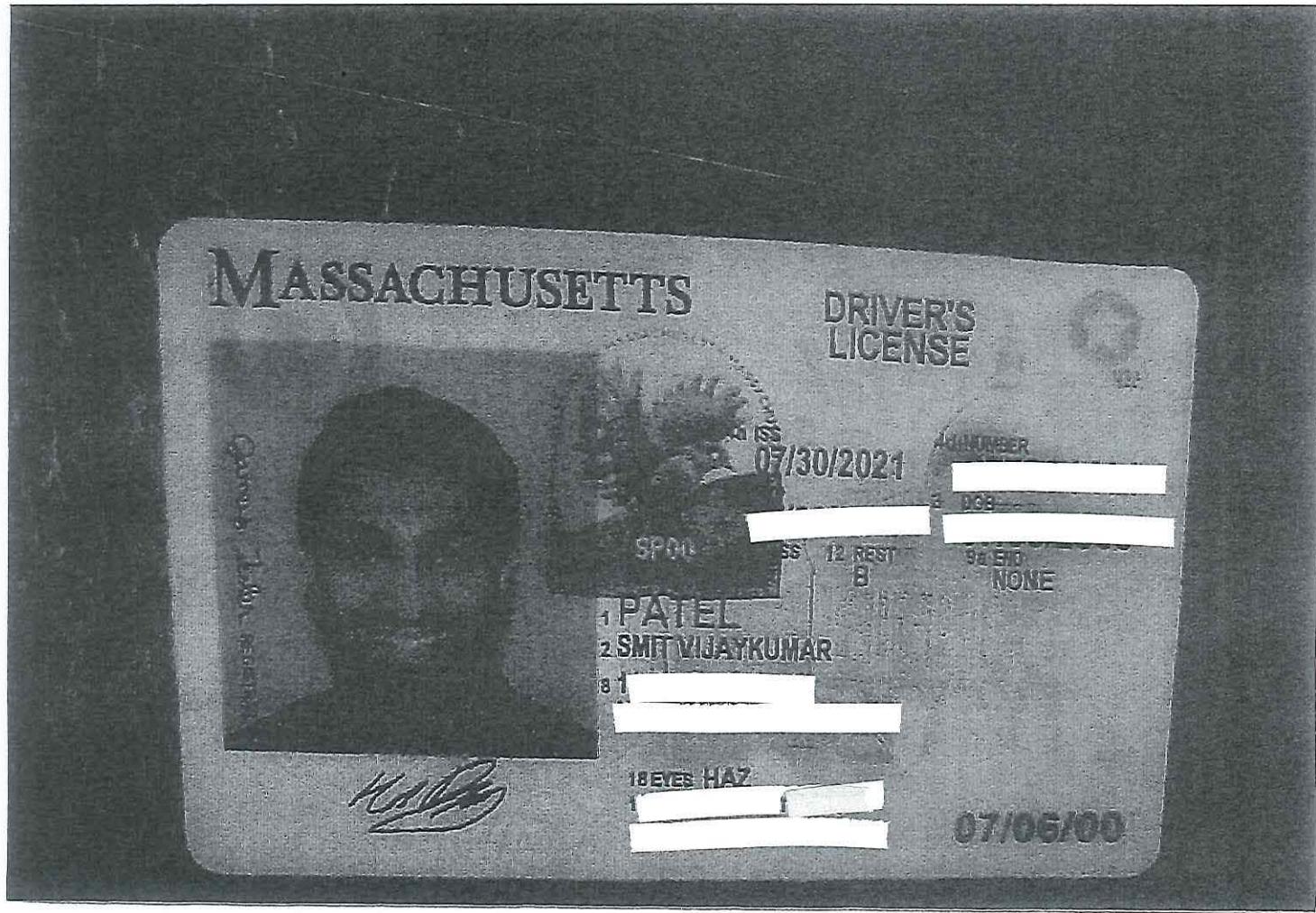
*Secretary of the Commonwealth*



HANWAR HARNETT  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires June 20, 2025

8/3/2021





## LEASE

This lease (the "Lease") is executed as of this 14<sup>th</sup> day of December, 2021, by and between 2077 N Main St LLC, having a mailing address at 139 Front Street, Fall River, MA 02721, (the "Landlord"), and AJKGVK INC, having a mailing address of 1 (the "Tenant"). 6

### ARTICLE I – BASIC DATA

#### Section 1.1 Basic Data.

Each reference in this Lease to any of the terms contained in this Article or otherwise defined herein shall be construed to incorporate the definitions or data stated under that term.

<b>Premises Address:</b>	West Bridgewater Plaza, 860 N Main St, West Bridgewater, MA 02379
<b>Premises:</b>	Approximately 13,480 square feet of space identified as "PREMISES" (the "Premises") located in the building shown on <u>Exhibit A</u> (the "Building") as more particularly described in <u>Section 2.1.</u>
<b>Lease Term:</b>	Five (5) months commencing on lease execution, with an option to extend the lease term for Four (4) additional Five (5) year terms pursuant to <u>Section 3.5</u> hereunder.
<b>Gross Rent:</b>	The Base Rent schedule shall follow the chart below:

<u>Lease Period</u>	<u>Annually</u>	<u>Monthly</u>
Year 1	\$60,014.00	\$5,001.17
Year 2	\$72,014.00	\$6,001.17
Year 3	\$84,014.00	\$7,001.17
Year 4	\$96,014.00	\$8,001.17
Year 5	\$108,014.00	\$9,001.17

#### Option Term

<u>Lease Period</u>	<u>Annually</u>	<u>Monthly</u>
Option 1	\$118,815.36	\$9,901.28
Option 2	\$130,696.92	\$10,891.41
Option 3	\$143,766.60	\$11,980.55
Option 4	\$158,143.32	\$13,178.61

<b>Delivery Conditions</b>	The Premises shall be delivered in “vanilla box”, broom clean condition with all of Landlord’s Work completed (Exhibit D).
<b>Rent and Term Commencement Date:</b>	When landlord delivers the space to Tenant with all the LL work referenced herein completed, then the Rent Commencement Date shall be the earlier of (i) Five (5) months from lease execution or (ii) the date Tenant opens for business to the public. The lease term shall commence upon rent commencement.
<b>Tenant’s Pro Rata Share:</b>	Tenant’s Pro Rata Share shall be the ratio of the Gross Leasable Area of the Premises to the Gross Leasable Area in the Shopping Center (Tenant’s “Pro Rata Share”). Tenant’s Pro Rate Share currently shall be 10.1%
<b>Delivery Date:</b>	The date upon which all of Landlord’s Work is completed and keys are delivered to Tenant.
<b>Use of Premises</b>	Subject to existing tenant lease restrictions and exclusive covenants, the Premises shall be used as a liquor store.
<b>Deposit:</b>	Tenant shall pay \$34,000.00 (First, Last and Security) upon lease execution
<b>Guarantor</b>	Alpesh Barot and Smit Patel,
<b>Permits &amp; Occupancy Certificate</b>	Tenant shall be responsible for obtaining all licenses, health department permits, state and local approvals as required. Tenant will obtain a Certificate of Occupancy from the Town of West Bridgewater after acceptance of Premises by Fire Department.
<b>Insurance</b>	Tenant will provide Landlord with proof of insurance for leased premises prior to occupancy.
<b>Utilities</b>	Tenant responsible for utilities via direct bill from provider
<b>Signage</b>	Signage to be installed in accordance with Landlord’s sign specifications, and in accordance with municipal bylaws, without variance, at Tenant’s sole cost and expense and subject to Landlord’s written approval prior to installation. Tenant shall have the right to the pylon panel as shown on Exhibit B and above storefront
<b>Assignment/Sublet</b>	Tenant shall not assign the Lease or sublet the Premises

without Landlord's written consent which shall not be unreasonably withheld

**Broker** Landlord and Tenant acknowledge KW Commercial Division of Keller Williams Realty representing the Landlord.

**Parking** Nonexclusive use of all on-site paved parking spaces

**Building Access** Tenant shall have 24/7 access to Premises

**Landlord Responsibilities** In addition to delivery of Premises above, Landlord shall be responsible for the roof and structural elements, as well as, the exterior of the building

Exhibit A – Site Plan of Shopping Center showing the Premises

Exhibit B - Pylon Sign

Exhibit C – Guaranty

Exhibit D – Landlord's Work

Exhibit E – Tenant's Work

## ARTICLE II - PREMISES

Section 2.1 Premises. In consideration of the obligation of Tenant to pay Rent as hereinafter defined and in consideration of Tenant's performance of the other terms, provisions and covenants hereof, upon and subject to the terms and provisions of this Lease, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, those certain premises anticipated to consist of approximately 13,480 square feet, more or less, to be located within the area shown as "PREMISES" in a building (the "Building") in the Shopping Center (as defined below) by Landlord and shown on the plan attached hereto as Exhibit A, together with any buildings and other improvements erected or to be erected thereon, and together with the non-exclusive use of all rights, privileges, easements and appurtenances belonging or in any way pertaining to the Shopping Center (all of the foregoing hereinafter collectively referred to as the "Premises"). Excepting and reserving to the Landlord the roof and exterior walls of the Building; and further reserving to the Landlord the right to place in the Premises (in such manner as to reduce to a minimum the interference with the Tenant's use of the Premises) utility lines, pipes, and the like, to serve premises other than the Premises, and to replace and maintain and repair such utility lines, pipes and the like in, over and upon the Premises as may have been installed in the Building. Landlord and Tenant acknowledge that the leasable floor area of the Premises as built is subject to minor variation from the number of square feet set forth in this Lease.

Section 2.2 Shopping Center. The term "Shopping Center" whenever used in this Lease shall be deemed to mean the shopping center currently known as "West Bridgewater Plaza" located at 860 N Main St, West Bridgewater, MA 02379 shown, as it presently exists, on Exhibit A hereto, including any and all structures, parking facilities, common facilities, and other improvements built thereon, as the same may be laid out or changed from time to time, or be reduced from time to time (by eminent domain takings, dedications to public use, conveyance by the owner thereof, or otherwise), or be increased from time to time by the addition of other improved or unimproved land. It is understood and agreed that Exhibit A is intended only to show the approximate size and location of the Premises and the approximate size of the Shopping Center, and for no other purpose. Notwithstanding the foregoing, Landlord hereby reserves the right to redefine phases of the Shopping Center by including or excluding such portions of the Shopping Center as Landlord shall reasonably determine in its sole and absolute discretion.

Section 2.3 Changes and Additions to the Shopping Center. Landlord reserves the right to re-design and reconfigure the Shopping Center, including changing the number and location of buildings, store dimensions, common areas and the identity and the type of other stores and tenancies comprising the Shopping Center, provided, however, that the size of the Premises and reasonable access to the Premises, and the Tenant's business and quiet enjoyment, shall not be materially impaired.

Section 2.4 Appurtenances to the Premises. The Premises are leased together with the non-exclusive right, subject to the other provisions of this Lease, to use the parking areas, driveways, exits, entrances and walkways (if any) contained in or which benefit or are appurtenant to the Shopping Center or used in connection therewith, which Landlord may, from time to time, make available for customer parking and vehicular or pedestrian access to the Premises. Such use shall be in common with others entitled thereto, and subject to such reasonable written rules and regulations applicable to all tenants and occupants of the Shopping Center as Landlord may from

time to time adopt governing the same, copies of which shall be provided to Tenant. Landlord shall have the right to restrict the use of all or any portions of the aforesaid parking areas, driveways, exits, entrances and walkways to such extent as may, in Landlord's opinion, be required to prevent a dedication thereof or the accrual of any rights to any person or to the public therein and to close temporarily, if necessary, any part of the aforesaid areas in order to discourage non-customer parking, to permit alterations or maintenance of existing buildings and other improvements or the construction of additional buildings and other improvements, provided only that in any such case the Tenant's business and quiet enjoyment shall not be materially interfered with or impaired. Landlord shall provide written notice to Tenant of any such change described in this Section.

Section 2.5 Landlord's Reservations. Landlord hereby reserves the use of the roof and exterior walls of the Premises and the right from time to time to install, maintain, use, repair, place and replace utility lines, pipes, ducts, conduits and wires in the Premises (in locations which shall not materially interfere with Tenant's use or quiet enjoyment thereof) to serve other parts of or premises in the Shopping Center.

### ARTICLE III – TERM OF LEASE

Section 3.1 Delivery Date. Landlord shall deliver the Premises to Tenant upon the completion of Landlord's Work (Exhibit D), (the "Delivery Date").

Section 3.2 Term of Lease. The term of this Lease shall begin upon the Rent Commencement Date and shall expire sixty (60) full calendar months thereafter.

Section 3.3 Option Term. Provided Tenant is not in default under this Lease either at the time notice of exercise of the applicable Option Term is given or on the Commencement Date of the then applicable Option Term, as hereinafter provided, Tenant shall have an option to extend the lease term for Four (4) additional Five (5) year terms. If Tenant shall elect to exercise the Option Term, Tenant shall notify Landlord in writing no later than nine (9) months prior to the expiration of the Initial Term. Time is of the essence with respect to the giving of such written notice.

### ARTICLE IV - RENT

Section 4.1 Base Rent. Tenant's obligation to pay Base Rent and Additional Rent shall begin the earlier of (i) Five (5) months from lease execution or (ii) the date Tenant opens for business to the public (**Rent Commencement Date**). Tenant covenants and agrees to pay to Landlord "Base Rent" at the rates set forth in Section 1.1 hereof (the "Base Rent") commencing on the Rent Commencement Date. Tenant shall pay Base Rent, Tenant's Pro Rata Share of Real Estate Tax and Common Facilities Costs (as hereinafter defined) for the Premises to Landlord without any deduction or set off at the yearly and monthly rates set forth in Section 1.1 and Article VI.

Section 4.2 Time and Manner of Payments. Tenant shall pay the Base Rent and estimated Additional Rent (Tenant's Pro Rata Share of Real Estate Taxes and Common Facilities Costs) in monthly installments in advance on the first day of each calendar month. For any partial

month at the beginning or end of the term, Tenant shall pay to Landlord the monthly Base Rent and estimated Additional Rent installment on a pro rata basis, based on a 30-day month.

Section 4.3    Late Payment.

(a) If Tenant shall fail to pay any monthly installment of Base Rent or Additional Rent by the tenth day of each month, then Tenant shall pay to Landlord, as additional rent, a late charge equal to ten percent (10%) of the overdue amount for the purpose of defraying Landlord's administrative expenses relative to handling such overdue payment.

(b) If any amount payable by Tenant to Landlord under this Lease (including, without limitation, any monthly Base Rent or Additional Rent installment) shall not be paid within ten (10) days of the date when due, Landlord may impose, at its election, interest on the overdue amount from the date when the same was payable until the date paid at a rate equal to the lesser of (i) twelve percent (12%) per annum, or (ii) the highest lawful rate of interest which Landlord may charge to Tenant without violating any applicable law ("Default Rate"). Such interest shall constitute Additional Rent payable hereunder.

(c) Tenant acknowledges that any default in the timely payment of any sum due to Landlord, including, without limitation, the monthly Base Rent and Additional Rent installments, will result in additional expense to Landlord, to verify the default and collect the defaulted payment. Tenant acknowledges further that the actual cost to Landlord in each particular case will vary according to the circumstances of the case and that the determination of the precise cost would, in itself, result in considerable expense.

(d) If Tenant fails, on two (2) separate occasions in any twelve (12) month period during the Term hereof to make payment of the full monthly Base Rent and Additional Rent installment on or before the due date for such installment, or if Tenant fails on two (2) separate occasions in any twelve (12) month period during the Term hereof to timely perform or observe any other covenant or agreement to be performed or observed by Tenant under this Lease, then, notwithstanding any notice and cure (grace) period set forth in this Lease, and whether or not, in the case of a monetary default, Tenant ultimately makes and Landlord accepts the required payment (with or without interest or the appropriate late charge) after the due date thereof, such failure shall entitle Landlord, upon or at any time thereafter, to pursue the remedies provided in ARTICLE XIV, as in the case of an Event of Default no longer susceptible of being cured or removed by Tenant.

(d) In addition to the foregoing, in the event that any rent payment is returned following deposit in Landlord's account due to insufficient funds, the Landlord may, at Landlord's sole discretion (i) charge a \$50.00 returned check fee, which amount shall be considered Additional Rent, as that term is hereinafter defined; and (ii) require that all future payments be made by Tenant by way of electronic transfer or certified check.

Section 4.4    Additional Rent. The term "Additional Rent" as used herein shall mean all sums required to be paid by Tenant to Landlord pursuant to this Lease with the exception of Base Rent ("Additional Rent"). The terms Base Rent and Additional Rent are collectively referenced herein as "Rent" wherever appropriate.

## ARTICLE V – SECURITY DEPOSIT

Section 5.1 Security Deposit. Upon the execution of this Lease, Tenant shall pay to Landlord the amount equal to the First, Last and Security, in the sum of thirty-four thousand Dollars (\$34,000.00) (the “**Security Deposit**”), which shall be held as security for the Tenant’s performance as herein provided and refunded to the Tenant at the end of this Lease subject to the Tenant’s satisfactory compliance with the conditions hereinafter set forth. Landlord shall hold the Security Deposit throughout the Term as security for the performance by Tenant of all obligations on the part of Tenant hereunder. Landlord shall have the right from time to time, without prejudice to any other remedy Landlord may have on account thereof, to apply such Security Deposit, or any part thereof, to Landlord’s damages arising from, or to cure, any default by Tenant of its obligations hereunder beyond the expiration of any applicable grace periods. If Landlord shall so apply any or all of such Security Deposit, Tenant shall immediately upon demand deposit with Landlord the amount so applied to be held as security hereunder. Landlord shall return the Security Deposit, or so much thereof as shall have theretofore not been applied in accordance with the terms of this Lease, to Tenant on the expiration or earlier termination of the Term and the surrender of possession of the Premises by Tenant to Landlord at such time, provided that there is then existing no default of Tenant (nor any circumstance which, with the passage of time or the giving of notice, or both, would constitute a default of Tenant). While Landlord holds such Security Deposit, Landlord shall have no obligation to pay interest on the same and shall have the right to commingle the same with Landlord’s other funds. If Landlord conveys Landlord’s interest under this Lease, the Security Deposit, or any part thereof not previously applied, shall be turned over by Landlord to Landlord’s grantee, and, if so turned over, Tenant agrees to look solely to such grantee for proper application of the Security Deposit in accordance with the terms of this Section 5.1 and the return thereof in accordance herewith. Landlord’s mortgagee shall not be responsible to Tenant for the return or application of any such Security Deposit, whether or not it succeeds to the position of Landlord hereunder, unless such deposit shall have been received in hand by such mortgagee.

## ARTICLE VI – TAXES, COMMON FACILITIES, INSURANCE

### Section 6.1 Real Estate Taxes.

(a) Beginning on the Rent Commencement Date and continuing throughout the Term, Tenant shall pay to Landlord the Tenant’s Pro Rata Share (as defined in Section 1.1) of the Real Estate Taxes (which shall include all betterment assessments) attributable to the Premises in accordance herewith for any tax year falling wholly or in part within the Term. Tenant’s Pro Rata Share shall be paid in equal monthly installments due at the same time as Base Rent (or if Base Rent is not yet being paid, at the same time that Base Rent would have been due). The initial real estate taxes are estimated to be \$2.43 per leasable square foot or \$2,729.70 per month. The foregoing estimate is provided for informational purposes only. Tenant shall pay the full amount of the actual Tenant’s Pro Rata Share. The amount of Tenant’s monthly installments of Tenant’s Pro Rata Share shall be increased or decreased, as the case may be, upon Tenant’s receipt of an estimate by Landlord of Tenant’s Tax Share for the then current tax year. Within ninety (90) days after the end of each calendar year or portion thereof included in the Term, Landlord shall deliver to Tenant an annual statement containing reasonable supporting information showing the total of Tenant’s payments for Real Estate Taxes and the amount of Tenant’s Tax Share for the then current tax year. In the event that Tenant’s Tax Share for a tax year as shown in said annual statement

exceeds the amount of Tenant's payments for such tax year, Tenant shall within ten (10) business days pay the balance of Tenant's Pro Rata Share. In the event that Tenant's Pro Rata Share for a tax year is less than the amount of Tenant's payments for such tax year, the excess of such payments shall be applied to Tenant's payments of Tenant's Tax Share for the next succeeding tax year.

(b) Tenant shall pay Landlord, within ten (10) business days after receipt of Landlord's bill therefor, the entire amount of any additional real estate tax imposed with respect to any improvement to the Premises made by Tenant (including, without limitation, Tenant's exterior signs), but such tax shall not be deemed a part of the Real Estate Taxes on the Shopping Center for the purposes of this Section 6.1.

(c) In the event that Landlord obtains an abatement of Real Estate Taxes for any tax year during the Term hereof, then Tenant's Tax Share for such tax year shall be adjusted to reflect its Tenant's Pro Rata Share of such abatement. Landlord shall, prior to calculating such adjustment, be entitled to recover any fees incurred in prosecuting such effort, including, without limitation, the cost of reasonable attorneys' and experts' fees, together with an administrative charge of fifteen (15%) percent of the amount of such abatement for time expended by Landlord's officers, executives and employees in prosecuting such effort. In the event that such abatement, reduction or refund is obtained solely by Landlord's employees, then Landlord shall deduct thirty-five (35%) of the amount of such amount prior to calculating the adjustment of Tenant's tax share for such tax year. Any adjustment of Tenant's Tax Share pursuant to this Section 6.1(c) shall be applied to Tenant's payments of Tenant's Tax Share for the then current tax year. Notwithstanding anything contained within this Lease to the contrary, except as to any abatement or rebate of Real Estate Taxes (which shall be distributed as provided above), any funds, entitlements, benefits and/or payments from the Town of West Bridgewater for any grants, redevelopment funding incentive programs, and/or any similar city, county or governmental programs, shall be the sole property of the Landlord and owner and shall not be subject to this Section 6.1(c) or any other section, provision, article or paragraph of this Lease.

(d) The term "**Real Estate Taxes**" as used in this Lease shall be deemed to mean: (i) all real estate taxes, personal property taxes, business and occupation taxes, occupational license taxes, common area water and sewer charges, ad valorem property taxes, assessments (including, without limitation, taxes in the nature thereof), and all other governmental impositions, taxes and charges levied, assessed imposed by a Governmental Agency (as hereinafter defined) upon the Shopping Center; (ii) any form of levy, charge, assessment, license fee, license tax, and/or excise on rent which may be imposed by a Governmental Agency in substitution of (but not in addition to) ad valorem property taxes attributable to the Shopping Center; (iii) any taxes or assessments imposed by a Governmental Agency in substitution, either partially or totally, of any taxes now or previously included within the definition of Real Estate Taxes; and (iv) any taxes or assessments imposed by a Governmental Agency for services such as fire protection; street, sidewalk and road maintenance; refuse removal; or other governmental services formerly provided without charge to property owners or occupants all whether under or by virtue of any present or future law, statute, charter, ordinance, regulation or other requirement of any Governmental Agency, all whether general, special, ordinary, extraordinary, foreseen or unforeseen. Notwithstanding anything herein to the contrary, Real Estate Taxes shall also include any reasonable costs and expenses incurred by Landlord in contesting the amount or validity of such taxes. If at any time during the term of this

Lease, any tax or excise on rents or other taxes or charges, however, described, are levied or assessed against Tenant or Landlord with respect to the rent reserved herein, or with respect to the Premises or the Shopping Center, either wholly or partly in substitution for or in addition to, real estate taxes assessed or levied on the Premises or the Shopping Center, then such tax, excise or other charge shall be included in Real Estate Taxes. Real Estate Taxes shall also include any estimated payment, whether voluntary or required, made by Landlord on account of a fiscal tax period for which the actual and final amount of taxes for such period has not been determined by the Governmental Agency as of the date of such estimated payment. If any change in the tax system takes place, any alternative tax or additional tax (as well as any other taxes which were already considered a part of Real Estate Taxes for the purposes of this Lease and which continue to be imposed) shall be considered a part of Real Estate Taxes for the purposes of this Lease, subject only to the requirements that (1) such alternative or additional taxes have materially different applicability to the owners of real property, or to real property, or to the income derived from real property than they do to owners of other kinds of property, to other kinds of property or to other kinds of income, and (2) the amount includable in Real Estate Taxes attributable to the Premises for a tax year on account of any such alternative or additional tax shall be no greater than would be the case if the Shopping Center were the only property of Landlord subject to such alternative or additional tax.

(e) The Tenant's Pro Rata Share of Taxes shall be equitably adjusted for and with respect to the first and last partial tax years (if any) of the term of this Lease. Where the applicable tax bills and computations are not available prior to the end of the term hereof, then a tentative computation shall be made on the basis of the previous year's Taxes payable by the Tenant, with a final adjustment to be made between the Landlord and the Tenant promptly after all bills and computations are available for such period.

## Section 6.2 Common Facilities Costs.

(a) The term "**Common Facilities**" as used in this Lease means those parts of the Shopping Center provided by Landlord for the common use of all tenants, including, among other facilities, parking areas, driveways within the Shopping Center and to public roads adjoining the Shopping Center, sidewalks, landscaping, loading areas, private streets and alleys, lighting facilities, drinking fountains, and public toilets, exclusive of (i) buildings and associated truck ramps, wells and trash compactors exclusively for the use of one tenant, (ii) any outside sales area contained within an individual building area, and (iii) any future buildings leased to other tenants, when and if same are actually constructed. Anything in this Lease to the contrary notwithstanding, it is expressly understood and agreed that the designation or use from time to time of portions of the Shopping Center as common areas shall not restrict the Landlord's use of such areas for buildings, structures and/or for retail or such other purposes as the Landlord shall determine, including, without limitation, the expansion or remodeling of the Shopping Center to include one or more additional anchor stores and small stores (on the present and/or additional levels), the Landlord hereby reserving the unrestricted right to build, add to, subtract from, lease, license, relocate and/or otherwise use (temporarily and/or permanently) any buildings, kiosks, other structures, parking areas, roadways or other areas or facilities anywhere upon the Shopping Center for retail or such other purposes as the Landlord shall determine, provided that Landlord shall not materially and adversely impair Tenant's reasonable access to the Shopping Center and use of the Premises.

The Landlord shall cause all parking facilities in the Shopping Center, including lighting thereof, to be maintained in good repair and clean condition at all times during the term of this Lease. Accumulations of snow will be cleared from said parking areas and will be deposited or stockpiled in such locations as are reasonably feasible so as to permit adequate use of the parking areas. Landlord may at any time close temporarily the common areas (including, without limitation, the parking facilities and roadways) or any portion thereof to make repairs or changes to prevent the acquisition of public rights therein, or to discourage noncustomer parking, and may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof.

The Landlord agrees that the Tenant may during the Term hereof, with others, have the non-exclusive right (in common with all others lawfully entitled to use the same) to use the parking facilities of the Shopping Center for the accommodation and parking of such automobiles of the Tenant, its officers, agents and employees, and its customers while shopping in the Shopping Center.

The Tenant agrees to cause its officers, agents, employees, contractors, licensees and concessionaires to park their cars only on such areas as the Landlord may from time to time designate as employee parking areas, and such employee parking areas may be located outside of the Shopping Center, provided the same shall be within a reasonable distance of the Shopping Center. The Tenant shall furnish to the Landlord, within five (5) days following the request of the Landlord therefor, the automobile license numbers of the vehicles customarily used by the Tenant and the Tenant's officers, agents, employees, contractors, licensees and concessionaires. If the Tenant or any officer, agent, employee, contractor, licensee or concessionaire of the Tenant shall park his or her car other than in designated employee parking areas, the Landlord shall have the right and privilege to have any such car towed away at the Tenant's expense.

(b) Commencing on the Delivery Date, Tenant shall pay to Landlord Tenant's Pro Rata Share of all costs and expenses of every kind and nature paid or incurred by the Landlord (including reasonable and appropriate reserves) related thereto ("Common Facilities Costs"). The Common Facilities Costs shall include, but not be limited to: (i) common lighting, repairing, cleaning, painting and maintaining the exterior Common Facilities; (ii) premiums for liability, property damage, fire, workers' compensation, and other insurance (including all insurance, hazard, rent and otherwise, from time to time carried by the Landlord on any or all structures on the Shopping Center); (iii) line painting or striping, (iv) maintenance of the drainage system; (v) maintenance of directional and other signs (but not tenant signs); (vi) removing snow and ice from the parking areas and roof; (vii) upkeep of landscaping; (viii) patching pot holes; (ix) maintenance, repairs and replacement of parking areas and sidewalks; (x) management fees; (xi) any and all governmental taxes or impositions imposed upon the common areas and personal property taxes imposed upon the common facilities thereon, provided that they are not duplicative in whole or in part, of payments required under Section 6.1 hereof; (xii) supplies used for common area maintenance; (xiii) the wages and salaries of any on-site personnel to the extent applicable to providing services, maintenance, repair to the common areas of the Shopping Center (and not otherwise); (xiv) the cost of maintaining and illuminating any pylons in the Shopping Center and any signs thereon (other than sign panels of individual tenants) to be maintained and/or illuminated by the Landlord; (xv) the cost of capital improvements made to the Shopping Center (whether or

not included in condominium assessments) provided the same are amortized over their then useful life; and (xvi) costs allocable to the Shopping Center pursuant to the Declaration. Tenant's Pro Rata Share of the foregoing costs (herein sometimes called "Common Facilities Costs") shall be computed by multiplying the whole of said costs for the applicable lease year by Tenant's Pro Rata Share. Payment of such Common Facilities Costs shall be due pursuant to Section 6.2. The initial Tenant's Pro Rata Share of Common Facilities Costs and Insurance is estimated to be \$2.02 per leasable square foot or \$2,269.13 per month, which estimate is provided for informational purposes only. The annual increase in CAM shall be capped at Five (5%) percent, non-cumulative, excluding non-controllable expenses and allowed capital expenditures.

(c) Excluded from costs payable by the Tenant under Section 6.2(b) are costs associated with the changing of the common areas to accommodate additional building construction or additions, any costs covered by compensation, depreciation, interest, late charges or penalties on any charges payable by Landlord, attorney fees and costs, any expenses incurred in negotiating, amending, extending or administering leases, brokerage commissions (for the initial draft lease), architectural and engineering fees, office overhead, salaries of persons whose functions extend beyond the care of the Common Facilities. Notwithstanding the foregoing, if the Tenant shall stay open for business at such times to require "after hours" services, it shall pay its Pro Rata Share for the same. Pro Rata Share for "after hours" services shall be a fraction whose numerator shall be the floor area of the Premises and the denominator shall be the floor area of all tenants requiring "after hours" services.

(d) The Tenant's Pro Rata Share of Common Facilities Costs shall be paid in monthly installments, in the amount estimated from time to time by the Landlord on the first day of each and every calendar month, in advance. No later than ninety (90) days after the end of the first full calendar year following the Rent Commencement Date and within ninety (90) days after the end of each full calendar year thereafter, the Landlord shall furnish to the Tenant a statement in reasonable detail setting forth the computation of such total costs and expenses, whereupon there shall be a prompt adjustment between the Landlord and the Tenant, with payment to, or repayment by, the Landlord, as the case may require within thirty (30) days of notice, to the end that the Landlord shall receive the entire amount of the Tenant's Pro Rata Share of said costs and expenses computed as aforesaid, and no more. Any repayment required by Landlord may be provided to Tenant by way of a rent credit at Landlord's sole discretion, provided such repayment is not required at the conclusion of the term of this Lease.

Anything in this Lease to the contrary notwithstanding, it is expressly understood and agreed that the designation or use from time to time of portions of the Shopping Center as common areas shall not restrict the Landlord's use of such areas for buildings, structures and/or for retail or such other purposes as the Landlord shall determine, including, without limitation, the expansion or remodeling of the Shopping Center to include one or more additional anchor stores and small stores (on the present and/or additional levels), the Landlord hereby reserving the unrestricted right to build, add to, subtract from, lease, license, relocate and/or otherwise use (temporarily and/or permanently), any buildings, kiosks, other structures, parking areas, roadways or other areas or facilities anywhere upon the Shopping Center for retail or such other purposes as the Landlord shall determine.

(e) Landlord shall keep, for twelve (12) months after the calendar year in which Common Facilities Costs were incurred in its principal place of business, complete and accurate books and records with respect to all of the Common Facilities Costs charged to Tenant hereunder. Landlord shall, upon Tenant's reasonable request, but no more than once every calendar year, make available to Tenant for inspection and examination, all such books and records for the then-current or any previous Lease Year, including without limitation, invoices and canceled checks and Tenant shall be entitled to perform its own audit of Landlord's books and records at Landlord's offices. Landlord may make such documents available by way of electronic copies.

## ARTICLE VII - INSURANCE

Section 7.1 Tenant's Liability Insurance. At Tenant's own cost and expense, Tenant shall obtain and maintain throughout the Term of this Lease the following insurance coverage; (i) comprehensive public liability insurance covering claims for injury to persons or property occurring in or about the Premises or the Shopping Center, or arising out of ownership, maintenance, use, or occupancy thereof by the Tenant, with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000.00) Dollars in the aggregate (or such other limits as Landlord may reasonably require during any renewal term) covering bodily injuries to or death and all risk property damage insurance (including "Damage To Rented Premises" coverage) with limits of one million dollars (\$1,000,000.00) provided such policy provides for 100% replacement cost.; (ii) All risk hazard insurance including and not limited to fire, extended coverage, vandalism and malicious mischief insurance, covering any and all of the Tenant's improvements, equipment, trade fixtures, tools, inventory, and personal property in, at, or about the Premises, in the full amount of 100% of the replacement cost of any and all of the same, and also including fire legal liability coverage as to the portion of the Building of which the Premises are a part; (iii) Workmen's Compensation and all other insurance coverage's for employees, agents, servants, and others at or about the Premises in compliance with and as required by any and all applicable governmental regulations and statutes; and (iv) Plate glass insurance for the benefit of Landlord in the amount of replacement cost thereof unless Tenant shall elect to self-insure plate glass.

All such insurance procured by Tenant as provided herein shall be in responsible companies qualified to do business in Massachusetts and in good standing therein, insuring Landlord and Landlord's mortgagee (if any) as well as Tenant against injury to persons or damage to property as herein provided. Landlord shall be named as an additional insured on each such policy. Tenant shall deposit with Landlord certificates for such insurance at or prior to the Delivery Date, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled or modified without at least ten (10) days prior written notice to each insured named therein. Insofar as, and to the extent that, the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the locality in which the Property is located (even though an extra premium may result therefrom), Landlord and Tenant mutually agree that, with respect to any hazard, the loss from which is covered by insurance then being carried by them, respectively, the party carrying such insurance and suffering such loss releases the other of and from any and all claims with respect to such loss to the extent of the insurance proceeds paid with respect thereto; and they further mutually agree

that their respective insurance companies shall have no right of subrogation against the other on account thereof.

Section 7.2 Landlord's right to obtain insurance on Tenant's behalf. If Tenant fails to procure, maintain and/or pay for, at the times and for the durations specified in this Article 7, any insurance required under this Lease, or fails to carry any other insurance required by Laws, if such failure is not cured by Tenant within five (5) days of written notice thereof by Landlord, Landlord may (but without obligation to do so) at any time or from time to time, and without further notice, procure such insurance and pay the premiums therefore on Tenant's behalf, in which event Tenant shall pay to Landlord, as Additional Rent, all reasonable sums so paid by Landlord and any reasonable costs or expenses incurred by Landlord in connection therewith together with interest thereon at the Default Rate from the date incurred until the date paid.

Section 7.3. Increase in Landlord's insurance premium. Tenant shall not permit any use of the Premises which will make voidable any insurance on the Property or on the contents of the Building or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association or any similar body succeeding to its power. Tenant shall on demand reimburse Landlord, and all other tenants, all extra insurance premiums caused in any way by Tenant's Use of the Premises.

## **ARTICLE VIII – OPENING COVENANTS**

Section 8.1 Opening Date. Intentionally Omitted

## **ARTICLE IX - Construction**

Section 9.1 Condition of Premises. Except as otherwise may expressly be provided herein, Tenant shall accept the Premises on the Delivery Date in "vanilla box" condition with Landlord's Work completed and broom clean. Landlord shall have no obligation to perform or pay for any repair or other work therein, in no event shall Landlord have any obligation for any defects in the Premises or any limitation on its use. The taking of possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good condition at the time possession was taken. Landlord has made no representation or warranty as to the suitability of the Premises for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises are suitable for Tenant's intended purposes. TENANT ACKNOWLEDGES THAT UNLESS OTHERWISE EXPRESSLY SET FORTH HEREIN (1) THE SHOPPING CENTER AND IMPROVEMENTS COMPRISING THE SAME ARE SUITABLE FOR THE PURPOSE FOR WHICH THE PREMISES ARE LEASED AND LANDLORD HAS MADE NO WARRANTY, REPRESENTATION, COVENANT, OR AGREEMENT WITH RESPECT TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PREMISES, AND (2) THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, THAT EXTEND BEYOND THE DESCRIPTION OF THE PREMISES. Notwithstanding anything contained herein this Section 9.1, Landlord represents and warrants that the Premises

shall be delivered in the following conditions: (i) “vanilla box”, (ii) with Landlord’s work completed, and (iii) broom clean condition.

Section 9.3 Tenant’s Works. Promptly after the Premises are made ready for occupancy by the Tenant, Tenant shall perform at its own cost and expense all of the Tenant’s work in accordance with, and subject to, the scope, requirements and other provisions set forth in Exhibit E attached herein and made a part hereof. Tenant shall equip the Premises with new trade fixtures and all personal property necessary or proper for the operation of Tenant’s business, and open for business as soon thereafter as possible, (“Tenant’s Work”).

#### ARTICLE X - Use of Premises

Section 10.1 Use. Tenant shall open and continuously operate the Premises as a Liquor Store, with the trade name of “Borderline Discount Liquor and Tobacco”, and for no other use (the “Permitted Use”). Subject to existing tenant lease restrictions and exclusive covenants. Tenant agrees that it will conduct its business so as not to violate any of the tenant exclusives in the Shopping Center.

Section 10.2 Conduct of Business. Subject to any provisions in this Lease to the contrary, from and after the Term Commencement Date, Tenant shall continuously and without interruption occupy and use the Premises for the conduct of Tenant’s Permitted Use, and, subject to applicable legal requirements, shall keep the entire Premises open for business during the normal business hours, except to the extent: (a) Tenant may be prevented therefrom by causes (other than economic constraints or conditions) beyond Tenant’s reasonable control, (b) during any period of remodeling of the Premises by Tenant authorized by Landlord pursuant to the terms of this Lease, and (c) as otherwise may be provided due to casualty or eminent domain, as provided in Article XIII of this Lease. Tenant shall operate and advertise its business in the Premises under the trade name “Borderline Discount Liquor and Tobacco” (Tenant representing that it has the right to use such name) unless Landlord shall otherwise consent. Tenant agrees to conduct its business in the Premises at all times in a high grade and reputable manner intended to produce the maximum volume of sales in the Premises.

## ARTICLE XI - Maintenance and Repair

### Section 11.1 Landlord's Maintenance and Repairs.

(a) Landlord, after receipt of written notice from Tenant of the necessity therefor, shall make such repairs as may be reasonably necessary to put the following portions of the Premises in good order, repair and condition: foundations, roof (including roof membrane, gutters and downspouts but not the ceiling), marquees, structural columns and beams, and the outside walls, but not the glass and glass windows and doors, the interior surfaces thereof and not the store front. Landlord shall have no obligation to make any repairs to (nor any liability whatever with respect to) any plumbing, sprinkler, electrical, sewage, air conditioning, ventilating or heating facilities (nor with respect to the wiring, pipes, motors or fixtures used in connection therewith) exclusively serving or contained entirely within the Premises unless they serve other premises in the Shopping Center, such as trunk lines or ducts.

(b) Landlord shall keep the Common Facilities including without limitation of the common hallway, parking area, driveways, easements and landscaped area, in good repair and reasonably free of snow, ice and rubbish, except to the extent Tenant is required to do so in accordance with Section 11.2.

### Section 11.2 Tenant's Repairs.

(a) Except for those repairs to be made by Landlord pursuant to Section 11.1 hereof, Tenant shall keep and maintain the Premises and all fixtures and equipment therein or otherwise serving the Premises, including without limitation, the ceiling, all electrical, plumbing, sprinkler, sewage, air conditioning, ventilating and heating equipment and facilities which serve the Premises and the wiring, pipes, motors, and fixtures used in connection therewith, as well as the store front, all doors, door moldings and frames, all automatic door opening installations, all windows, window moldings and frames, all ceilings, all floor coverings and subflooring, the interior surfaces of all walls, all of Tenant's signs, whether interior or exterior, and all building appliances, meters, fixtures and equipment exclusively serving the Premises, in good order, repair and condition, making all repairs and replacements thereto as may be required (such repairs and replacements to be of the same quality, design and class as the original work). Tenant shall also replace any glass which may be damaged or broken with glass of the same quality.

With respect to the HVAC system, Landlord shall assign (if any) HVAC warranties to Tenant. Tenant specifically agrees to maintain a service contract providing at least quarterly HVAC preventative maintenance of all HVAC equipment servicing its Premises which covers refrigerant cleaning, lubrication and replace filters, and to provide Landlord with a copy of such contract. Such service contract must be with a licensed and insured contractor acceptable to Landlord. Landlord reserves the right to request and receive copies of service contracts and work orders to insure compliance and condition of the system. If Tenant fails to maintain such contract, Landlord may do so, at Tenant's expense. If Tenant obtains the HVAC quarterly maintenance contract, Landlord shall guarantee the working condition of the existing HVAC unit(s) for a period of Three (3) years which includes any repair and/or replacement. If the HVAC unit(s) is replaced, Landlord will then transfer any manufacturer warranty to Tenant and

then Tenant shall be responsible for unit(s). After Three (3) years, If Tenant refuses or neglects to commence or complete repairs promptly and adequately, Landlord may, but shall not be required to do so, make or complete said repairs and Tenant shall pay the cost thereof to Landlord upon demand as Additional Rent hereunder.

(b) If any of the portions of the Premises listed in Section 11.1 are in need of repair or replacement because of the act, neglect or default of Tenant (or of its agents, employees, licensees or contractors) including Tenant's failure to maintain the HVAC system by way of a maintenance contract, or because of any requirements imposed on the interior of the Premises by any public authority or by an insurer or the Board of Fire Underwriters by reason of any use of the Premises by Tenant; or because of any breaking or entering into, burglary of, or vandalism in the Premises; or because of any work undertaken by or required of Tenant under the provisions of this Lease; then, in any such case, Tenant, and not Landlord, shall make the required repair, alteration or replacement after prior written notice to the Tenant by Landlord.

(c) Tenant shall keep and maintain its fixtures and equipment and all components of Tenant's Work in good order, normal wear and tear excepted, repair and condition while this Lease remains in force. Any required replacement of any part or component of Tenant's Work shall be effected with equipment or materials of equal or better quality.

**Section 11.3. Alterations; Additions.** Except as otherwise explicitly set forth herein, Tenant shall have no authority, without the express written consent of Landlord, to alter, remodel, reconstruct, demolish, add to, improve or otherwise change the Premises, to make repairs to the Premises and do such things as are appropriate to comply with the obligations imposed on Tenant under other provisions of this Lease. Tenant shall not construct or permit any alterations, installations, additions or improvements, including any exterior or interior signs (the "Alteration") to the Premises or the Shopping Center without having first submitted to Landlord plans and specifications therefor for Landlord's approval, which approval shall not be unreasonably withheld or delayed provided that:

(a) if the Alteration involves a sign or will otherwise be visible from the exterior of the Premises, then the Alteration must be compatible with the architectural and aesthetic qualities of the Premises and the Shopping Center; and

(b) the Alteration must be non-structural and have no effect on the plumbing, heating (and cooling), mechanical, electrical or other systems or services in the Shopping Center, and the Alteration (except for signs) must be entirely within the Premises; and

(c) the Alteration, when completed, will not adversely affect the value of the Premises or the Shopping Center; and

(d) Tenant demonstrates to Landlord's satisfaction that the Alteration will be made in accordance with all applicable legal requirements, using good quality materials and good quality construction practices, and will not result in any liens on the Premises; and

(e) as soon as such work is completed, Tenant will have prepared and provide Landlord with "as-built" plans (in form acceptable to Landlord) showing all such work; and

(f) Tenant will comply with any rules or requirements reasonably promulgated by Landlord in connection with the doing of any work, and if requested by Landlord, Tenant will obtain and maintain Builder's Risk insurance in connection with such work.

(g) Tenant shall pay promptly when due the entire cost of any work to the Premises undertaken by Tenant, including, without limitation, Tenant's Work, so that the Premises shall at all times be free of liens for labor and materials, and Tenant shall discharge any such lien forthwith upon request of Landlord, by posting a surety company bond or otherwise, as Landlord may reasonably require.

(h) Tenant shall procure all necessary permits and approvals before undertaking such work and shall do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements, without impairing the safety of the structure or the value of the Premises as retail store space.

Tenant shall have the right to make minor alterations from time to time in the Premises without obtaining Landlord's prior written consent therefor, provided that all of such work conforms to all of the above requirements in all respects, and further provided that Tenant provides Landlord with a written description of such work (and such other data as Landlord may request) prior to commencing any such Alteration, and further provided that the aggregate cost of such minor alterations may not exceed Ten Thousand and 00/100 Dollars (\$10,000.00) in any twelve (12) month period. Notwithstanding anything to the contrary contained herein, Tenant shall not be permitted to make any alterations to its initial signage without Landlord's express consent, which Landlord may grant or withhold in Landlord's sole discretion.

## ARTICLE XII - Tenant's Covenants

Section 12.1 Rent Payments. Tenant shall pay the Base Rent, Additional Rent and all other charges payable by it hereunder, without deduction or set-off of any kind, at the times and in the manner provided herein to Landlord at the address specified in Section 15.9 hereof or to such other address as Landlord may direct.

Section 12.2 Utilities. Beginning on Lease Execution, Tenant shall pay for all of its requirements for utilities, including, but not limited to, gas, water and sewer charges, electricity, lights, cable, telephone, and the like, including all utilities necessary for heating and air conditioning the Premises. In the event that the Landlord shall elect to, or contract to, supply any utilities, internet access, or other technology or communication services to the Premises, then, insofar as and to the extent that such is permitted pursuant to applicable law and the regulations of the applicable utility company, the Tenant agrees to purchase the same from the Landlord or the Landlord's designees and the Tenant shall pay the Landlord or its designees (as the Landlord may select) monthly an amount therefor as initially estimated by the Landlord (or its designees), subject to changes by the Landlord (or its designees) from time to time, with an annual adjustment between the Landlord (or its designees) and the Tenant, with payment to, or repayment by, the Landlord (or its designees), as the case may require.

Section 12.3 Taxes. Tenant shall pay all taxes and governmental impositions imposed with respect to Tenant's business and all Tenant's personal property in or on the Premises (including, without limitation, taxes on signs on the exterior of the Premises), and Tenant shall reimburse Landlord forthwith upon request, if Landlord shall have paid any such tax in the first instance. Landlord shall use reasonable efforts to give Tenant written or telephoned or other oral notice of any such tax prior to paying the same.

Section 12.4 Condition of Premises. Tenant shall keep and maintain the interior of the Premises in neat and clean condition. Tenant shall keep the Premises equipped with all safety appliances which, because of Tenant's use, may be required by any governmental authority, and Tenant shall keep the drains empty and clean and shall be responsible for janitorial costs associated with cleaning the Premises. Tenant shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county and municipal governmental authorities, now in force or which may hereafter be in force, which shall impose any duty upon Landlord or Tenant with respect to the use, occupancy or alteration of the interior of the Premises or the Common Facilities. Tenant shall also comply with the orders and regulations of all governmental authorities having jurisdiction and conform to all rules and regulations of the local Board of Fire Underwriters and similar bodies. Tenant shall install all fire-fighting and fire-prevention equipment required by any such authority, board or body. Tenant shall procure and keep in good standing any licenses and permits required for any use made of the Premises. Tenant shall also keep the Premises free from all pests, insects and vermin and shall arrange for appropriate extermination on a regular basis.

Section 12.5 Yield Up. At the termination of the Term, Tenant shall peaceably yield up the Premises clean and in good order, repair and condition and in conformance with all applicable legal requirements, reasonable wear and tear and damage by fire or casualty or taking excepted, and to deliver to Landlord all keys to the Premises or any part thereof. Any alteration, addition or improvement in, on, or to the Premises made or installed by Tenant shall become a part of the realty and belong to Landlord without compensation to Tenant upon the expiration or sooner termination of the Term, at which time title shall pass to Landlord under this Lease as if by a bill of sale, unless Landlord elects otherwise and notifies Tenant to remove any such alteration, addition or improvement at any time prior to the expiration of the Term. Notwithstanding the foregoing, any and all trade equipment, trade fixtures, signs, furniture, data lines, inventory and business equipment shall remain Tenant's property and shall be removed by Tenant at the expiration or earlier termination of this Lease. Upon demand by Landlord, Tenant shall remove, at Tenant's sole cost and expense, forthwith and with all due diligence (but in any event prior to the expiration or earlier termination of the Term), all of its personal property and any alterations, additions or improvements which are designated by Landlord to be removed, and Tenant shall forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises or the Shopping Center caused by such removal, including, without limitation, capping or otherwise suitably securing for reuse all utility, sewer and water lines left exposed or unconnected by such removal. In the event Tenant fails so to remove any such personal property, or such alterations, additions and improvements or fails to repair any damage to the Premises or the Shopping Center caused by such removal, Landlord may do so and collect from Tenant the cost of such removal and repair. Notwithstanding the terms and provisions of this Lease to the contrary, upon the expiration of the Term.

Section 12.6 Tenant agrees that it and its employees and others connected with the Tenant's operations at the Premises will abide by all reasonable rules and regulations from time to time established by the Landlord by written notice to the Tenant with respect to such Shopping Center.

Section 12.7 Improper Use. Tenant shall not conduct any auction sale or "going out of business" sale on the Premises; nor injure, overload, or deface the Premises; nor make any use thereof which is improper, or contrary to any law or ordinance; nor permit any act or thing to be done on the Premises which in Landlord's reasonable business judgment is likely to have an adverse effect on other business operations in the Shopping Center, or to create conditions which interfere with the normal use of the Common Facilities, or any act or thing which shall constitute a nuisance or which may make void or voidable any insurance covering the Premises; nor cause or permit the emission of any offensive noise or odor from the Premises by the operation of any instrument, apparatus or equipment therein. Tenant shall pay any increased or extra premium payable for any insurance coverage maintained by Landlord, if the increase results from any act done by Tenant, other than the conduct of Tenant's business in the Premises pursuant to its Permitted Use in a manner customary with persons engaged in businesses of that kind. If Tenant violates the prohibition against auction sales or going out of business sales or any of the prohibitions against any of the several forms of objectionable behavior referred to in this Section 12.7 (including, without limitation, the emission of noise or objectionable), or if Tenant shall fail to terminate the objectionable behavior immediately upon Landlord's notice to do so (which may be given orally or by telephone or electronic communication), Landlord shall be entitled, then or at any time thereafter, to pursue the remedies provided in Article XIV for an Event of Default no longer susceptible of being cured or removed by Tenant.

Section 12.8 Condition of Sidewalks. Tenant shall keep and maintain the sidewalks, ramps, service areas and other areas immediately adjacent to the Premises, clean and free from any personal property, display of merchandise, distribution of handbills, advertising of any type, rubbish, trash and garbage. Tenant shall not burn any trash of any kind in or about the Premises. If Landlord has first given its written approval (which may be withheld, or revoked at any time, in Landlord's sole discretion), Tenant may store trash and garbage at locations outside of the Premises, which have been designated for that purpose by Landlord, but any trash or garbage stored outdoors shall at all times be kept in containers which (a) have been designed for outdoor storage of trash and garbage, and (b) are substantially weather-tight and substantially immune to the activities of dogs, rats, and other animals which commonly ransack stored trash and garbage. Tenant shall keep all sidewalks, ramps, service areas and other areas immediately in front of, abutting and immediately to the rear of the Premises reasonably free of snow and ice.

Section 12.9 Signs and Storefront Design. Except as required by this Lease or as expressly permitted by Landlord in writing, Tenant shall not place or authorize the placing of any signs, awnings, aerials, flagpoles or the like on any part of the exterior of the Premises (or elsewhere in the Shopping Center outside the interior of the Premises): (i) its identification sign on the storefront of the Premises; and (ii) a blade sign perpendicular to the storefront of the Premises ("Tenant's Signs"). Tenant's Signs shall be erected by Tenant, at Tenant's sole cost and expense (and thereafter maintained by Tenant in good condition), at a location designated by Landlord and shall be of such size, design, color(s) and degree of illumination (if any) as have first been approved in writing by Landlord, which approval shall not be unreasonably withheld.

Tenant's right to erect Tenant's Signs is further subject to Tenant obtaining any and all necessary approvals and permits from the Town of West Bridgewater and any other governmental authority. In the event Landlord shall deem it necessary to remove any Tenant's Sign, in order to paint or make any repairs, alterations or improvements to the Premises' storefront, roof, or any other part of the Shopping Center, Tenant shall, at Landlord's election, either (i) remove such Tenant's Sign(s) as directed by Landlord and forthwith reinstall such Tenant's Sign(s) as directed by Landlord when such painting, repairs, alterations or improvements have been completed; or (ii) within ten (10) business days of receipt of Landlord's bill therefor, reimburse Landlord for the reasonable costs and expenses of such removal and reinstallation. Notwithstanding contained in this Section, Tenant shall have the right to erect, at Tenant's sole cost and expense, sign panels on the existing pylon sign for the Shopping Center in the location shown on Exhibit B attached hereto and made a part hereof. Tenant must obtain Landlord's written approval prior to erecting Tenant's sign panel(s) on the pylon, which approval shall not be unreasonably withheld or delayed.

Section 12.10 Tenant agrees that, within the Premises, it shall be responsible for compliance with the Americans with Disabilities Act (42 U.S.C. § 12101 et. Seq.) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto.

Section 12.11 Deliveries. Tenant shall not cause or authorize the removal or delivery of goods to or from any place in the Shopping Center (including the sales area of the Premises) other than the loading and service areas designated therefor by Landlord, nor shall Tenant cause (or permit its agents, servants, or contractors to cause) the obstruction of the sidewalks or other Common Facilities in any way.

Section 12.12 Landlord's Entry. Tenant shall permit Landlord, upon twenty-four (24) hours' prior written notice, to examine the Premises at reasonable times and to show the same to prospective purchasers, lenders, tenants and occupants and, during the nine (9) months immediately preceding the expiration of the Term, Tenant shall permit Landlord to place a sign or signs in the window(s) and elsewhere on the exterior of the Premises advertising that the Premises are available for Lease. Landlord shall have the right to enter the Premises, upon twenty-four (24) hours' prior written notice (except in the event of an emergency, when no prior notice shall be required), to make such repairs, improvements, alterations or additions as may be necessary in order to comply with the requirements imposed on Landlord by this Lease or by any public authority having jurisdiction of the Premises, and to facilitate making repairs or improvements to the Premises or any other part of the Shopping Center, and to make repairs required of Tenant which Tenant has failed to make as required hereunder, and to exercise any of Landlord's rights under this Lease, and for any of such purposes Landlord shall have the right to use or occupy without charge such portion of the Premises as may be reasonably necessary therefor. Landlord shall use reasonable efforts, in the course of any such entry, to minimize any interference with Tenant's business.

Section 12.13 Tenant's Property. Tenant covenants and agrees that all personal property of Tenant (and of those claiming under Tenant), which is on the Premises shall be so at Tenant's sole risk, to the extent permitted by law, whether damage thereto results from Landlord's act, or default under this Lease, or from some other cause or agency. Without limiting the foregoing, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or

omissions of other persons, whether occupying any part or all of any adjoining or connecting premises (or any part of the building of which the Premises are a part) or otherwise, or for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or to its or their property, from the bursting, stopping, leaking or breaking of electric cables or wires, or water, gas, sewer or steam pipes or other utility lines, fixtures, facilities or components.

Section 12.14 Indemnity. Tenant covenants and agrees to defend, indemnify and save harmless Landlord, any parent, subsidiary and affiliate of Landlord, and their respective officers, directors, beneficiaries, shareholders, partners, agents and employees from and against any and all claims, actions, loss, damages, liability and expense in connection with loss of life, personal injury, bodily injury and damage to property, whether arising out of or resulting from any occurrence in the Premises, or out of or from the occupancy or use by Tenant (or anyone claiming under or through Tenant) of the Premises or any part thereof, or out of or from any work undertaken by Tenant (or on Tenant's direct or indirect authority) under this Lease, or out of or from any occurrence elsewhere in the Shopping Center (or anywhere) which is occasioned wholly or partly by or which is in any way connected with (a) any failure to perform any obligation imposed on Tenant by this Lease or any breach of any such obligation, or (b) any act, neglect, or omission of Tenant, its agents, contractors, subtenants, assignees, employees, licensees or concessionaires, or of any other person occupying space in the Premises. Such indemnification shall include reasonable legal expenses. This provision of indemnification shall survive the termination or expiration of this Lease.

Section 12.15 Change in Stock Ownership; Assignment and Subletting.

(a) Tenant shall not assign this lease, in whole or in part, nor sublet all or any part of the demised premises, nor license concessions or lease-departments therein, nor pledge or encumber by mortgage or other instruments its interest in this lease (each individually and collectively referred to in this Section 12.15 as a "transfer") without first obtaining the consent of Landlord, in writing. This prohibition includes, without limitation, any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate, partnership or proprietary structure, which consent shall not be unreasonably withheld or delayed provided the following conditions have been satisfied:

- (i) the proposed subtenant or assignee has a financial net worth at least equal to or greater than that of the Tenant on the date of execution of this Lease;
- (ii) the quality of the operation of the proposed subtenant or assignee is, in Landlord's reasonable judgment, consistent with the then tenant mix in the Shopping Center;
- (iii) the proposed subtenant or assignee shall agree to be bound by all of the obligations of the Tenant hereunder;
- (iv) the proposed subtenant or assignee has the appropriate creditworthiness as reasonably required by Landlord;

(v) the proposed transfer will not cause a violation of another lease for space in the Shopping Center, or give another tenant a right to a reduction in rent or to terminate its lease; and

(vi) neither the proposed transferee nor any subsidiary of the proposed transferee (A) occupies space in the Shopping Center at the time of the request for consent, or (B) is negotiating with Landlord to lease space in the Shopping Center at such time or (C) has negotiated with Landlord during the six (6) month period immediately preceding the date of such request.

In the event the Tenant seeks the Landlord's consent pursuant to this Section 12.15, the Tenant shall furnish the Landlord with such information regarding the prospective assignee or sublessee as the Landlord may require, including without limitation information regarding financial ability and business experience relating to the uses permitted hereunder. In any case where the Landlord shall consent to such assignment or subletting, the Tenant named herein shall remain fully liable for the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease.

(b) Landlord's Costs. Tenant shall pay, as Additional Rent, Landlord's reasonable out-of-pocket costs incurred in connection with any subletting or assignment proposed by Tenant, whether or not consented to by Landlord, including without limitation, reasonable attorney fees and the costs of credit checks and reports. Such Additional Rent shall be payable by Tenant within ten (10) days after Landlord's demand therefor.

Section 12.16 Hazardous Substances. Except for typical cleaning and maintenance chemicals and substances (and then only if tenant is in full compliance with laws, regulations and ordinances), Tenant shall not cause or permit the release of any hazardous substance or material or oil into the septic, sewage or other waste disposal system serving the Premises and/or the Shopping Center, nor cause or permit the use, generation, release, disposal or storage of any hazardous substance/material or oil (except only the use and storage of fuel oil used for heating the Premises, provided the same is used and stored in compliance with all federal, state, and local laws, ordinances and regulations governing the same), nor commit or suffer to be committed in or on the Premises any act which would require the filing of notice pursuant to applicable law. In addition, except as provided and permitted herein, Tenant shall not cause or permit the transportation of any hazardous substance or material or oil to or from the Premises without the prior written consent of Landlord, and then only in compliance with all federal, state and local laws, ordinances and regulations governing such transportation. The phrase "hazardous substance or material or oil" as used in this Section 12.16 shall have the same meaning as defined and used in 42 USC §9601, *et seq.*, as the same may be amended from time to time, or as defined in any other federal, state or local laws, ordinances and regulations applicable to the Premises and/or the Shopping Center. Tenant shall forthwith give Landlord notice of the accidental or other introduction of any such hazardous substance or material or oil, or the release or threat of release from the Premises of any such hazardous substance or material or oil. Tenant shall indemnify, defend, and hold Landlord, any parent, subsidiary and affiliate of Landlord, and their respective officers, directors, beneficiaries, shareholders, partners, agents, and employees harmless from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any

deposit, spill, discharge, or other release (or the threat of release) of any hazardous substance or material or oil that occurs during the Term at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, or from Tenant's failure to provide all information, make all submissions, and take all actions required by all governmental authorities under all applicable laws, ordinances and regulations. In addition, in connection with Tenant's indemnifications pursuant to this Section 12.16, Tenant shall be responsible for the cost of any remediation required to be performed in, on or to the Premises and/or the Shopping Center as a result of any deposit, spill, discharge, or other release (or the threat of release) of any hazardous substance or material or oil that occurs during the Term at or from the Premises which arises from Tenant's use or occupancy of the Premises. Tenant's obligations and liabilities under this Section 12.16 shall survive the expiration or earlier termination of this Lease.

#### ARTICLE XIII - Casualty and Taking

Section 13.1 Right to Terminate. If, at any time after the date of this Lease, the Premises, the Shopping Center of which they are a part or the Common Facilities shall be destroyed or substantially damaged or shall suffer some other substantially adverse effect, including the termination or appropriation of intangible rights, such as easements) by fire or other casualty or by taking by eminent domain or by act of or pursuant to public authority, Landlord, at its election, may terminate this Lease by written notice to Tenant sent within ninety (90) days after the occurrence of such substantial damage, destruction or adverse effect, even though Landlord's interest has been entirely divested by a taking, provided Landlord terminates the leases of all other similarly situated tenants in the Shopping Center. In any event, if Landlord does not terminate this Lease in accordance with this Section 13.1 but fails to complete the restoration of the Premises (as provided in Section 13.2) within two hundred seventy (270) days after the issuance of all permits and approvals needed for such restoration, Tenant, as its sole remedy, may terminate this Lease by written notice to Landlord, in which event this Lease shall terminate and be null and void thirty (30) days after the giving of such notice unless Landlord has completed the restoration within such thirty (30) day period.

Section 13.2 Restoration. If the Premises shall be damaged, destroyed or adversely affected by any cause described in Section 13.1, then, unless this Lease is terminated in accordance herewith, Landlord shall diligently apply for all permits needed in connection with such restoration and shall diligently restore the Premises following the issuance of such permits substantially to their condition the Premises were in as of the Delivery Date [to the extent such restoration is possible in any case of an adverse effect not including (or, if including, not limited to) physical damage or destruction], but Landlord shall have no obligation to spend more for the restoration work than the amount of insurance proceeds actually received by Landlord or the net amount of the award offered by the taking authority after deducting Landlord's expenses in obtaining the same. Tenant shall then complete any and all restoration work necessary to restore the Premises to their condition immediately prior to such damage, destruction or adverse effect.

Section 13.3 Rent Abatement. If the Premises shall be damaged or destroyed by fire or other casualty, or are taken or otherwise adversely affected by a taking by eminent domain or by act of or pursuant to public authority and if, as the result of such casualty or taking or adverse effect, the Premises are rendered wholly or partly untenantable, then, in any such case, the Base Rent and all items of Additional Rent payable by Tenant to Landlord shall be abated in proportion

to the nature and extent of the injury to the Premises until such time as the Premises shall have been repaired and restored by Landlord in accordance with Section 13.2 or until this Lease is terminated in accordance with Section 13.1.

Section 13.4 Condemnation.

(a) Total Taking. If all of the Premises and/or Shopping Center shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under threat of condemnation or in lieu thereof, then the Term shall cease and terminate as of the date of title vesting in such proceeding (or sale) and all Rent shall be paid up to that date.

(b) Partial Taking. In the event that a portion of the Premises and/or Shopping Center shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under threat of condemnation or in lieu thereof, and Tenant determines that the remaining portion will permit Tenant to operate its business on the Premises (including, without limitation, sufficient parking therefor) then Tenant, at Tenant's cost and expense (subject to reimbursement from any condemnation award as referenced in Section 13.4 (d)), shall proceed with reasonable diligence to restore the Premises to a condition comparable to its condition immediately prior to such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect but with a pro rata reduction of Rent. In the event that a portion of the Premises and/or Shopping Center shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under threat of condemnation or in lieu thereof, and Tenant reasonably determines that the remaining portion will not permit Tenant to operate its business on the Premises (including, without limitation, sufficient parking therefor), then Tenant may terminate this Lease by written notice to Landlord.

(c) Temporary Taking. If, at any time during the Term, Tenant's possessory rights, occupancy rights, and/or leasehold interest in the Shopping Center (or, any part thereof) shall be taken on a temporary basis for any public or quasi-public use or purpose, and Tenant reasonably determines that the remaining portion will not permit Tenant to operate its business on the Premises (including, without limitation, sufficient parking therefor), then Tenant shall not be required to operate its business in the Shopping Center during the period of such temporary taking, if Tenant is not operating its business in the Premises, Rent shall be abated in accordance with Section 13.3 above until the temporary taking ceases.

(d) Condemnation Award. Landlord reserves to itself, and Tenant assigns to Landlord, all rights to damages accruing on account of any taking under the power of eminent domain or by reason of any act of any public or quasi public authority for which damages are payable. Tenant agrees to execute such instruments of assignment as may be reasonably required by Landlord in any proceeding for the recovery of such damages if requested by Landlord, and to turn over to Landlord any damages that may be recovered in such proceeding. It is agreed and understood, however, that Landlord does not reserve to itself, and Tenant does not assign to Landlord, any damages payable for movable trade fixtures installed by Tenant or anybody claiming under Tenant at its own cost and expense. Notwithstanding anything herein to the contrary, Tenant shall be allowed to negotiate with the taking authority for the value of its rights

under this Lease; provided, that any award therefor shall not reduce the award to Landlord otherwise payable under this Section 13.4.

#### ARTICLE XIV - Default and Remedies

Section 14.1 Conditions of Default. Each of the following events shall constitute an "Event of Default" hereunder:

- (a) If Tenant shall fail to pay any installment of Base Rent or Additional Rent or any other payment due under this Lease when due;
- (b) If the estate hereby created shall be taken on execution or by other process of law;
- (c) If Tenant or any guarantor or surety of Tenant's obligations hereunder shall (i) make a general assignment for the benefit of creditors; (ii) commence any proceeding for relief, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property; (iii) become the subject of any such proceeding which is not dismissed within sixty (60) days after its filing or entry; or (iv) die or suffer a legal disability (if Tenant, guarantor or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity);
- (d) If Tenant shall fail or neglect to commence Tenant's Work on the later of (i) thirty (30) days after written notice from Landlord that Landlord has approved Tenant's plans and specifications for Tenant's Work and (ii) five (5) business days after written notice from Landlord of the Delivery Date;
- (e) If any of Tenant's fixtures or equipment are removed from the Premises for any reason and the removed fixtures or equipment shall not promptly have been replaced with fixtures or equipment which, in Landlord's reasonable opinion, are at least as good in quality as the fixtures and equipment removed;
- (f) If Tenant shall fail to discharge or bond over any lien placed upon the Premises in violation of this Lease within thirty (30) days after Tenant receives notice that any such lien or encumbrance is filed against the Premises; and
- (g) If Tenant "goes dark" for a period exceeding ten (10) days at any time during the Term without Landlord's written consent in advance.
- (h) If Tenant shall fail to comply with any provision of this Lease, other than those specifically referred to hereinabove and, except as otherwise expressly provided therein or unless such failure is designated as an Event of Default which is not susceptible of being cured, such default shall continue for more than thirty (30) days after Landlord shall have given Tenant written notice of such default, or such longer period as reasonably may be required if such default cannot be reasonably cured within such thirty (30) day period, provided that Tenant diligently commences the cure within the thirty (30) day period and diligently prosecutes such cure to completion.

Section 14.2 Landlord's Remedies. Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Landlord may at any time thereafter, at its election by written notice to Tenant: (i) terminate this Lease or Tenant's right of possession, but Tenant shall remain liable as hereinafter provided; and/or (ii) pursue any remedies provided for under this Lease or at law or in equity. Upon the termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Premises by summary dispossess proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord re-enters the Premises, Landlord shall have the right to keep in place and use, or remove and store all of the fixtures, equipment and other property of Tenant left at the Premises or elsewhere at the Shopping Center. If Landlord terminates this Lease or terminates Tenant's right of possession, Landlord may recover from Tenant the sum of (i) all Base Rent, Additional Rent and all other amounts accrued hereunder to the date of such termination, (ii) the costs set forth in Section 14.3 below, and (iii) an amount equal to (A) the Base Rent and Additional Rent which would have been payable by Tenant under this Lease had this Lease not been so terminated (or had Tenant's right of possession not been terminated) for the period commencing on the day after said termination and ending on the last day of the Term, with such amounts becoming due and payable by Tenant on such dates as Base Rent would otherwise become due and payable hereunder, less (B) the net rents received by Landlord from re-letting the Premises (or any portion(s) thereof) for the period commencing after said termination and ending on the last day of the Term, such net rents to be determined by first deducting from the gross rents received by Landlord from such re-letting the expenses incurred or paid by Landlord in connection with said termination and in re-entering the Premises and in securing possession thereof, as well as the actual expenses of re-letting (including, without limitation, altering and preparing the Premises for new tenants and any broker's commission as determined pursuant to Section 14.3 below). Subject to the provisions of Section 14.5 below, any such re-letting may be for a shorter or longer period than the remaining Term, and in no event shall Tenant be entitled to receive any excess of such net rents over the Base Rent payable by Tenant to Landlord under this Lease. Notwithstanding the foregoing, Landlord may, at its election and in lieu of the amounts set forth in sub clause (iii) above, terminate the Lease and recover from Tenant, as liquidated damages for the then-unexpired portion of the Term, the net present value of the amount that, at the time of termination or at the time to which installments of such amounts shall have been paid, represents the excess of the Base Rent and Additional Rent and other payments herein named over the then-rental value of the Premises for the remainder of the Term. Tenant's liability for sums due pursuant to this Section 14.2 shall survive any termination of the Lease. As an alternative, at the election of the Landlord, the Tenant will upon such termination pay to the Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total rent and other benefits which would have accrued to the Landlord under this Lease for the remainder of the Term if the lease terms had been fully complied with by the Tenant over and above the then cash rental value (in advance) of the Premises for the balance of the Term. To induce the Landlord to enter into this Lease, the Tenant hereby waives any right to trial by jury in any action, proceeding or counterclaim brought by the Landlord against the Tenant on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of the Landlord and the Tenant and the Tenant's use and occupancy of the Premises and/or any claim of injury or damage.

Section 14.3 Reimbursement of Landlord's Expenses. In the case of termination of this Lease or termination of Tenant's right of possession pursuant to Section 14.2, Tenant shall

reimburse Landlord for all actual expenses arising out of such termination, including, without limitation, (i) all costs actually incurred in collecting such amounts due from Tenant under this Lease (including reasonable attorneys' fees actually incurred and the costs of litigation and the like but only if Landlord is successful in its litigation), (ii) all customary and necessary expenses incurred by Landlord in attempting to relet the Premises or parts thereof (including advertisements, brokerage commissions, tenant's allowances, lease inducements, costs of preparing space, and the like), and (iii) all Landlord's other expenditures necessitated by the termination. The reimbursement from Tenant shall be due and payable within thirty (30) days following written notice from Landlord that an expense has been incurred with documentation substantiating such expenses, without regard to whether the expense was incurred before or after the termination.

Section 14.4 Termination of Right of Possession. Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate the Lease (even though it has terminated Tenant's right of possession), and Landlord may enforce all its rights and remedies under this Lease, including the right to recover Base Rent and Additional Rent as it becomes due. Any such payments due Landlord shall be made on the dates that Base Rent and Additional Rent would otherwise come due under this Lease, and Tenant agrees that Landlord may file suit to recover any sums falling due from time to time. Notwithstanding any such termination of possession only, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

Section 14.5 Claims in Bankruptcy. If the Tenant or its Guarantor shall become a debtor under the United States Bankruptcy Code, 11 U.S.C. §§101 et seq. (the "**Bankruptcy Code**") then, to the extent that the Bankruptcy Code may be applicable or affect the provisions of this Lease, the following provisions shall also be applicable. If the trustee or debtor-in-possession shall fail to elect to assume this Lease within sixty (60) days after the commencement of a case under the Bankruptcy Code, this Lease shall be deemed to have been rejected; and the Landlord shall be thereafter immediately entitled to possession of the Premises and this Lease shall be terminated subject to and in accordance with the provisions of this Lease and of law (including such provisions for damages). No election to assume (and, if applicable to assign) this Lease by the trustee or debtor-in-possession shall be permitted or effective unless: (i) all defaults shall have been cured and the Landlord shall have been provided with adequate assurances reasonably satisfactory to the Landlord, including (a) any reasonably required guaranties and/or security deposits, and (b) any other reasonably required assurances that there will continue to be sufficient funds and personnel available to professionally merchandise, stock, promote, staff and operate the Premises in strict compliance with all provisions of this Lease; and (ii) neither such assumption nor the operation of the Premises subsequent thereto shall, in the Landlord's reasonable judgment, cause or result in any breach or other violation of any provision of this or any applicable lease, mortgage or other contract, or disrupt the tenant mix of the Shopping Center; and (iii) the assumption and, if applicable, the assignment of this Lease satisfies in full the provisions of the Bankruptcy Code, including, without limitation, Sections 365(b)(1) and (3) and (f)(2); and (iv) the assumption has been ratified and approved by order of such court or courts as have final jurisdiction over the Bankruptcy Code and the case. No assignment of this Lease by the trustee or debtor-in-possession shall be permitted or effective unless the proposed assignee likewise shall have satisfied (i), (ii), (iii) and (iv) of the preceding sentence regarding such assignment, and any such assignment, shall, without limitation, be subject to the provisions of Section 12.15 hereof. When pursuant to the Bankruptcy Code the trustee or debtor-in-possession is obligated to pay reasonable use and

occupancy charges, such charges shall not be less than the Base Rent and other charges specified herein to be payable by the Tenant. Neither the Tenant's interest or estate in the Premises herein or created hereby nor any lesser interest or estate of the Tenant shall pass to anyone under any law of any state or jurisdiction without the prior written consent of the Landlord. In no event shall this Lease, if the term hereof has expired or has been terminated in accordance with the provisions of this Lease, be revived, and no stay or other proceedings shall nullify, postpone or otherwise affect the expiration or earlier termination of the term of this Lease pursuant to the provisions of this Article XIV or prevent the Landlord from regaining possession of the Premises thereupon.

**Section 14.6 Landlord's Right to Cure Defaults.** Landlord may, but shall not be obligated to cure, at any time any Event of Default by Tenant under this Lease. In curing such Event of Default, Landlord may enter upon the Premises and take such action thereon as may be necessary to effect such cure. In the case of an emergency threatening serious injury to persons or property, Landlord may cure any default by Tenant before the expiration of any applicable cure period but after written, oral, telephonic or electronic notice to Tenant. All costs and expenses incurred by Landlord in curing a default, including reasonable attorneys' fees actually incurred, together with interest thereon at a rate equal to the lesser of (a) eighteen percent (18%) per annum, or (b) the highest lawful rate of interest which Landlord may charge to Tenant without violating any applicable law from the day of payment by Landlord shall be paid by Tenant to Landlord on demand. Landlord may use the Security Deposit to effectuate any such cure.

**Section 14.7 No Waiver.** Landlord's failure to complain of any act or omission on the part of Tenant, or to complain of any deficiency in any payment or performance tendered by Tenant (however long the same may continue), nor the payment or acceptance of all or a part of the rent (nor the performance, either complete or partial, or acceptance of performance, either complete or partial of any other obligation), regardless of any accompanying statement, assertion or qualification at the time the payment or performance is tendered, shall never be deemed to waive or to preclude the exercise of any of Landlord's rights hereunder. No waiver by Landlord shall be effective except by written instrument describing the waiver explicitly and signed by Landlord. No waiver of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by Tenant shall require Landlord's consent or approval, the grant of such consent or approval on any one occasion shall not be deemed a consent to or approval of any other action on the same occasion or the grant of such consent or approval of the same or any other action on any subsequent occasion. Each right and remedy which Landlord may have under this Lease or by operation of law shall be distinct and separate from every other right and remedy; all such rights and remedies shall be cumulative, and none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all such rights and remedies may be exercised at the same time or successively.

**Section 14.8 Landlord's Default.** The Landlord shall in no event be in default in the performance of any of the Landlord's obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation.

## ARTICLE XV - Miscellaneous Provisions

Section 15.1 Subordination. The rights of Tenant under this Lease Agreement shall be and are subject and subordinate at all times to the lien of any mortgage or Deed of Trust now or hereafter in force against the Property or the Shopping Center of which the Premises are a part or upon any buildings hereafter placed upon the land of which the Premises are a part and to all advances made or hereafter to be made upon the security thereof. Tenant agrees, within Ten (10) days upon written request by Landlord, to execute a so-called "Subordination Agreement" which recognizes the Tenant's rights and obligations hereunder. Landlord also agrees, upon written request by Tenant, to reasonably facilitate execution of a "Subordination, Non-Disturbance and Attornment agreement" from Landlord's lender.

Section 15.2 Estoppel Certificates. From time to time, upon not less than ten (10) days' prior written request by Landlord, Tenant shall execute and acknowledge and deliver to Landlord, for delivery to a prospective purchaser or mortgagee of the Premises or the Shopping Center or to any assignee of any mortgage of the Premises or the Shopping Center, a statement in writing certifying: (a) that this Lease is unamended (or, if there have been any amendments, stating the amendments); (b) that it is then in full force and effect, if that be the fact; (c) the dates to which Base Rent, Additional Rent and any other payments to Landlord have been paid; (d) any defenses, offsets and counterclaims which Tenant, at the time of the execution of said statement, believes that Tenant has with respect to Tenant's obligation to pay Base Rent and Additional Rent and to perform any other obligations under this Lease or that there are none, if that be the fact; and (e) such other data as may reasonably be requested. Any such statement may be relied upon by such prospective purchaser or mortgagee of the Premises or the Shopping Center, or portion thereof, or any assignee of any mortgagee of the Premises or the Shopping Center, or portion thereof.

### Section 15.3 Statement of Gross Sales. Intentionally Omitted

Section 15.4 Holding Over. If Tenant remains in the Premises beyond the expiration of the Term, or sooner following an early termination as provided for herein, such holding over shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only subject to all of Tenant obligations set forth herein, but at a daily rate equal to two hundred percent (200%) of the Base Rent and Additional Rent, the cost of electricity and all other utilities supplied to the Premises, and other charges provided for under this Lease in effect upon the expiration or termination of the immediately preceding term. The acceptance of a purported rent check following termination shall not constitute the creation of a tenancy at will, it being agreed that Tenant's status shall remain that of a tenant at sufferance, at the aforesaid daily rate. Any reference in this Lease to Tenant's obligations continuing during the period of any holdover shall not be deemed to grant Tenant the right to a holdover or imply Landlord's consent to any such holdover. In addition, Tenant shall be liable for all costs, claims, liabilities and damages arising from or in any manner related to any such holdover including, without limitation, damages payable to the subsequent tenant and related to the loss of a tenant.

Section 15.5 Quiet Enjoyment. If Tenant shall pay the Base Rent and all Additional Rent and other charges reserved and imposed by the terms of this Lease and shall fully and promptly discharge all of the other obligations imposed on Tenant by the terms of this Lease (whether requiring Tenant to act or to refrain from doing so), then Tenant shall peaceably and quietly have,

hold, occupy and enjoy the Premises during the Term without hindrance or ejection by Landlord or by any person lawfully claiming under Landlord, subject only to the provisions of applicable law, to the terms of this Lease and to the terms of any instrument to which this Lease is subordinate.

**Section 15.6 Limitation of Landlord's Liability.** If at any time during the Term Landlord's interest hereunder shall be held by anyone acting in a fiduciary capacity, then notwithstanding any other provision of this Lease, the Landlord's obligations hereunder shall not be binding upon such fiduciary individually or upon any beneficiary or shareholder for whom such fiduciary acts, but only upon such fiduciary in that capacity and upon the trust estate. The covenants of Landlord contained in this Lease shall be binding upon each party holding the Landlord interest herein only with respect to breaches occurring during the time of that party's ownership of the Landlord's interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's interest in the Shopping Center for the satisfaction of any claim or judgment against Landlord, it being specifically agreed that neither the Landlord nor anyone claiming under the Landlord shall ever be personally liable for any such judgment. The provisions contained in the foregoing sentence are not intended to limit any right that the Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successor in interest, or to prevent Tenant from taking or prosecuting any other action which does not result in the personal liability of any person holding the Landlord interest in this Lease to respond in monetary damages in excess of the value of that person's interest in the Shopping Center. It is further understood and agreed that with respect to any services to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from doing so by any Force Majeure, by any cause due to any act or neglect of the Tenant or its servants, agents, employees, or licensees or due to any act or neglect of any person claiming by, through or under the Tenant, or by the termination for any reason of Landlord's occupancy of the premises from which the service is being supplied by Landlord; and in no event shall the Landlord ever be liable to Tenant for any indirect or consequential damages.

**Section 15.7 Brokers.** Tenant warrants and represents to Landlord, upon which warranty and representation Landlord has relied in the execution of this Lease, that Tenant has had no dealings of any kind with any broker other than KW Commercial Division of Keller Williams Realty in connection with the Premises, or in connection with any rights (or any other premises) in the Shopping Center, or in connection with the transaction represented by this Lease. Tenant shall indemnify and save Landlord harmless from and against any and all claims, loss, cost, damage and expense (including reasonable amounts for attorneys' fees) arising out of or in connection with the claim of any person or legal entity claiming through Tenant for any fee, commission or payment on account of any interest in the Premises or the Shopping Center on account of this Lease or the transaction represented hereby.

**Section 15.8 Recording.** Tenant shall not record this Lease without the prior written consent of Landlord.

**Section 15.9 Notices.** All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid. If given to Tenant, the same shall be mailed to Tenant at 404 Middlesex Road, Suite 9, Tyngsboro, MA 01879, or to such other person or at such other address as Tenant may hereafter designate by notice to Landlord; and if given to

Landlord, the same shall be mailed to Landlord at 139 Front St., Fall River, MA 02721, or to such other person or at such other address as Landlord may hereafter designate by notice to Tenant.

Section 15.10 Force Majeure. In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder other than, the payment of any Base Rent, Additional Rent or other sums payable hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control ("Force Majeure"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not be construed to excuse Tenant from making any payments due hereunder in a timely manner as set forth in this Lease or from performing any covenant or obligation imposed under this Lease by reason of the financial inability of Tenant.

Section 15.11 Successors and Assigns. Except as expressly otherwise provided by any provision of this Lease, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, devisees, personal representatives, successors and assigns, respectively, of the Landlord and Tenant.

Section 15.12 Enforcement. If any restrictive provision set forth (or incorporated by adoption or reference) in this Lease shall be deemed, by a court of competent jurisdiction, to be excessive in scope, duration or geographic extent, the provision shall be effective to such extent, for such period of time and over such geographic area as such court, after evidentiary hearing, shall deem is reasonable. If any other provision of this Lease shall be determined to be void or unenforceable by a court of competent jurisdiction, the remaining provisions shall not thereby be affected. Every provision of this Lease obligating Tenant shall be construed to be both a covenant and a condition.

Section 15.13 Choice of Law. The rights of the parties are governed by the terms of this Lease which is to be interpreted in accordance with Federal law (where applicable) and in accordance with the laws of the state in which the Premises are located, with respect to all other provisions.

Section 15.14 When Lease Becomes Binding. Employees or agents of the Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both the Landlord and the Tenant.

All negotiations, considerations, representations, and understandings between the Landlord and the Tenant are incorporated herein and may be modified or altered only by agreement in writing between the Landlord and the Tenant, and no act or omission of any employee or agent of the Landlord shall alter, change, or modify any of the provisions hereof. The Tenant specifically

confirms and acknowledges that: (i) before entering into this Lease, the Tenant has made its own observations, studies, determinations and projections with respect to the Tenant's business in the Premises and all other factors relevant to the Tenant's decision to enter into this Lease, including, without limitation, competition, market size, sales volume, profitability and general, so-called "demographics"--both present and prospective; and (ii) neither the Tenant nor any representative of the Tenant has relied upon any representation by (or any "conversation" with) the Landlord or any representative of the Landlord with respect to any of said factors.

Section 15.15 Paragraph Headings. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

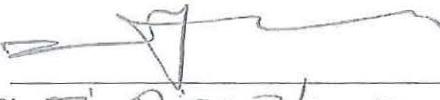
Section 15.16 Permitting Contingency. Upon lease execution, Tenant shall diligently draft its plans and pursue its permits and approvals including obtaining a Package Store License from the Town of West Bridgewater, the said licenses were issued specifically for this property under existing special provisions. The Landlord shall have the right to review and approve the Tenant's plans prior to application. Tenant shall have a maximum of 90 days from lease execution and upon Landlord's delivery of space to obtain its permits, approvals, Alcoholic Beverage Control Commission (ABCC) and Package Store License from the Town of West Bridgewater. In the event Tenant is not able to obtain said permits, approvals and/or license, Landlord shall have the right to assist or finalize permits on Tenant's behalf or terminate the Lease.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as a sealed instrument on the date first specified above.

LANDLORD:

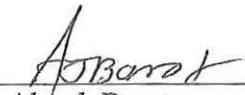
2077 N MAIN ST LLC

By:   
Name: Ziran Zhang  
Title: Landlord / June 6

12/14/2021

TENANT:

AJKGVK INC

By:   
Name: Alpesh Barot  
Title: President

By:   
Name: Smit Patel  
Title: Partner

EXHIBIT B

Pylon Sign



## EXHIBIT C

### GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to 2077 N Main St LLC (the "Landlord") to enter into that certain Lease dated of even date herewith (the "Lease") by and between Landlord and AJKGVK INC, (the "Tenant"), pursuant to which Landlord has leased certain premises located at the West Bridgewater Plaza located at 860 N Main St, West Bridgewater, MA 02379 (the "Premises"), the undersigned, Alpesh Barot and Smit Patel (the "Guarantor"), acknowledging that he/she has derived or expects to derive a financial or other benefit or advantage from the Lease, hereby unconditionally guarantees the payment of rent and all other amounts due under or required to be made under the Lease and the full performance and observance of all the covenants, conditions and agreements therein provided to be performed or observed by the Tenant under the Lease, the undersigned hereby waiving notice, protest, demand of the acceptance of this Guaranty and all suretyship defenses and all defenses in the nature thereof.

The undersigned further covenants and agrees that this Guaranty shall continue in full force and effect as to any renewal, modification, holdover period or extension of the Lease, whether or not the undersigned shall have received any notice thereof. The undersigned further agrees that the undersigned's liability under this Guaranty shall be primary, and that in any right of action which shall accrue to the Landlord under the Lease, the Landlord may, at its option, proceed against the undersigned and the Tenant, jointly and severally, without having commenced any action against or having obtained any judgment against the Tenant.

It is further agreed that all of the terms and provisions hereof shall inure to the benefit of the respective successors and assigns of the Landlord. Landlord may assign this Guaranty, in whole or in part, to the holder of any mortgage covering the Premises, and/or to any purchaser of Landlord's interest therein.

Guarantor hereby consents and submits irrevocably to the jurisdiction of the state and federal courts located in the State of Massachusetts with respect to the provisions of this Guaranty. To the extent permitted by law, final judgment (a certified copy of which shall be conclusive evidence of the fact and of the amount of any indebtedness of Guarantor to Landlord, or its successors or assigns) against Guarantor in any such legal action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on an unsatisfied judgment.

Guarantor is an individual with full power, authority and legal right to execute, deliver and perform this Guaranty; the Guaranty has been duly authorized, executed and delivered by the Guarantor and constitutes a legal, valid and binding obligation of the Guarantor enforceable in accordance with its terms.

Guarantor (i) acknowledges that this Guaranty is a guarantee of payment and not of collection in respect to any obligations which may accrue to Landlord from Tenant under the provisions of the Lease;

and (ii) covenants to and agrees with Landlord that the validity hereunder shall in no way be terminated, affected or otherwise impaired by reason of any assignment or transfer of Tenant's interest in the Lease.

This Guaranty shall not be affected by any petition or other proceeding, whether voluntary or involuntary, brought by or against Tenant for adjudication or relief under any bankruptcy, reorganization, arrangement, composition, extension or insolvency law, or by any order for relief otherwise issued in accordance therewith. No subletting, assignment or other transfer of the Lease, or any interest therein, shall operate to extinguish or diminish the liability of any of the Guarantors under this Guaranty; and, wherever reference is made to the liability of the Tenant named in the Lease, such reference shall be deemed likewise to refer to each of the Guarantors.

All payments becoming due under this Guaranty, including, without limitation, costs of collection, and not paid when due shall bear interest from the applicable due date until received by the Landlord at the interest rate set forth in of the Lease.

It is further agreed that all of the terms and provisions hereof shall inure to the benefit of the respective successors and assigns of the Landlord, and shall be binding upon the heirs, executors, administrators and assigns of the Guarantor.

A copy of any notice to be given by Landlord to Guarantor shall be sent by registered or certified mail, return receipt requested, to Guarantor at 404 Middlesex Road, Suite 9, Tyngsboro, MA 01879.

Notwithstanding the foregoing and provided no Event of Default has occurred (whether cured or not) prior to the end of the third (3rd) Lease Year, then beginning upon the expiration of the third (3rd) Lease Year and continuing for the remainder of the Term of the Lease, the Guaranty shall be limited to a so-called "rolling guaranty" with Guarantor's liability hereunder not to exceed an amount equal to twelve (12) months' Rent obligations (including both Base Rent and Additional Rent) commencing on the date of notice of collection under this Guaranty. If an Event of Default occurs (whether cured or not) at any point prior to the end of the third (3rd) Lease Year, this Guaranty shall continue for the remainder of the Term as a full guaranty of all lease obligations of the Tenant and the limitation of the "rolling guaranty" language shall be null and void.

This Guaranty shall be governed and construed in accordance with the laws of the State of Massachusetts.

*Signature appears on following page*

WITNESS the execution hereof as an instrument under seal this 14 day of Dec, 2021.

ABarot  
Alpesh Barot

Smit Patel  
Smit Patel

STATE OF MASSACHUSETTS

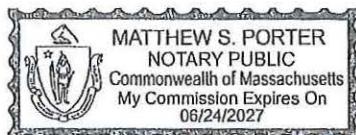
Brst, ss.

Dec 14, 2021

Then personally appeared, before me, the undersigned notary public, the above-named Alpesh Barot and Smit Patel, proved to me through satisfactory evidence of identification which was [check one]  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness, or  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed voluntarily for its stated purpose.

[SEAL]

Notary Public: Matthew S. Porter  
My Commission Expires: 6/24/2027



## EXHIBIT D

### LANDLORD'S WORK

- WALLS PREPPED AND READY FOR TENANT PAINT
- INSTALL GLASS DOUBLE DOORS AT MAIN ENTRANCE
- INSTALL WHITE CEILING TILES AND LIGHTING
- REMOVE EXISTING CONCRETE/BRICK AND INSTALL GLASS AT FRONT OF THE BUILDING
- SEPARATELY METERED UTILITIES FOR GAS AND ELECTRIC
- TWO BATHROOMS IN “AS IS” CONDITION
- FLOORING TO BE DELIVERED IN “AS IS” CONDITION

## EXHIBITE

### TENANT'S WORK

#### DESCRIPTION OF TENANT'S WORK

Tenant shall do, or cause to be done, at its own cost and expense, all work necessary to build out the Premises for Tenant's business use. Tenant is specifically understood and agreed that:

A. Tenant shall provide a complete set of renovation plans and specifications within thirty (30) days following the date of this lease, including, but not limited to: (a) architectural, (b) structural, (c) mechanical, (d) electrical, (e) fire protection, and (f) signage, etc. for the purpose of obtaining permits from the local authorities for Tenant's construction and for Landlord's review and approval. Landlord's approval shall not be unreasonably withheld or delayed. No work can be commenced prior to the Landlord's written approval to the Tenant's plan.

B. Tenant shall obtain all permits and approvals necessary for its construction in the demised premises prior to commencing any work;

C. Insurance: Prior to commencement of Tenant's work and until completion thereof or commencement of the term of this lease, whichever is the last to occur, Tenant shall maintain, or cause to be maintained, all risk shopping center insurance and/or builders risk insurance on all work being performed in the demised premises including improvements and betterments for tenant fit out. This policy shall provide 100% replacement cost coverage with an agreed amount endorsement and shall protect and insure Landlord, Landlord's agents and beneficiaries, Tenant and Tenant's contractors, as their interests may appear, against loss or damage by fire, vandalism and malicious mischief, and such other risks as are customarily covered by the so-called "extended coverage endorsement" or all risk shopping center coverage and upon all Tenant's work in place, and all material stored at the site of Tenant's work, and all materials, equipment, supplies and temporary structures of all kinds incident to Tenant's work and builder's machinery, tools and equipment, all while forming a part of or contained in such improvements or temporary structures while on the demised premises or when adjacent thereto while on Shopping Center, driveways, sidewalks, streets or alleys, all in full insurable value thereof at all times. Tenant and its carriers will waive all rights of subrogation against Landlord for any losses or claims they incur in relation to work under this contract and agree to have all such policies appropriately endorsed with waiver of subrogation endorsements.

Liability Insurance. In addition, Tenant agrees to maintain and to require all contractors and subcontractors engaged in the performance of Tenant's work to effect and maintain and deliver to Tenant and Landlord, certificates evidencing the existence of, prior to the commencement of Tenant's work and until completion thereof, the following insurance coverage:

Tenant / Contractor Insurance Limits:

Primary Commercial General Liability Occurrence Form	\$1,000,000 \$2,000,000 \$2,000,000	per occurrence general aggregate per project/location products and completed operations general aggregate
	\$1,000,000 \$ 5,000	adv./personal injury medical payments
Umbrella Liability Policy	\$5,000,000	per occurrence and general aggregate
Workers' Compensation	Statutory amount	
Employer's Liability	\$500/\$500/\$500	
Automobile Liability including coverage for owned, non-owned and hired autos	\$1,000,000	per occurrence CSL

Tenant and its contractor and/or subcontractors shall provide certificates of insurance acceptance by Landlord of the work performed by Tenant hereunder. The above insurance policies shall be primary and provide that they may not be canceled or altered without at least thirty (30) days' prior written notice to Tenant and Landlord. Landlord shall be named as an additional insured on each such policy. In addition, where applicable, renewal policies shall be obtained and certificates delivered to Tenant/Landlord at least thirty (30) days prior to expiration thereof. The Description of Location on the Certificate of Insurance must reference the Shopping Center.

Contractor and any of its subcontractors, agents and employees waive all rights of subrogation against Landlord for any liability and workers' compensation claims they incur in relation to work under its contract and agree to have all such policies appropriately endorsed with waiver of subrogation endorsements.

Any insurance limits required by the contract documents are minimum limits only and not intended to restrict the liability imposed on any contractor for work performed under the contract.

Tenant and its contractor shall cause each subcontractor to maintain the insurance coverage's required of subcontractors and providing for the same additional insured requirements as set forth above for contractor.

D. All employees and subcontractors working with Tenant or its contractor in the demised premises shall be covered by workmen's compensation insurance;

E. Under no circumstance shall the Tenant or its contractor drill or cut chases or openings of any description in any part of the building structure without the prior approval of Landlord and Landlord's structural engineer. The Tenant shall be required to use the Landlord's roofing contractor or a roofing contractor approved in writing by the Landlord so as not to void any warranties. In the event Tenant's work causes any failure to the structure or any warranty, Tenant shall be responsible for all costs incurred by Landlord for repairs associated with such damage;

F. None of such work shall interfere in any material manner with the business operations of any adjacent or nearby tenants, and no parking in front of adjacent or nearby tenants shall be permitted;

G. All such work shall be done in a good and first-class workmanlike manner, using first quality materials and when completed shall be in accordance with all applicable laws, rules and regulations of governmental authorities, Boards of Fire Underwriters, and like authorities (including in particular, but without limitation, all ADA requirements);

I. Tenant is responsible for all modifications to the sprinkler system beyond what is provided by Landlord in Section 9.1 hereof. All modifications must be in accordance with all applicable codes and ordinances including Landlord's insurance carrier's requirements of which Tenant will be required to obtain their approval.

J. Tenant is responsible for any modifications or additions as may be required to the existing master fire alarm system of the Shopping Center (if any). Tenant shall also responsible for any fire extinguishers, smoke detectors, and other fire prevention system as required by state and local codes.

K. Tenant is responsible for any modifications to any existing HVAC equipment or ductwork. All modifications must be in accordance with all applicable codes.

L. Tenant shall be responsible for removal of its construction debris from the project. If Tenant's contractor is negligent and Landlord is required to remove construction debris related with Tenant's construction, all associated costs will be Tenant's responsibility, including, but not limited to, the transportation of the debris to an approved landfill. Location of dumpsters will be coordinated with Landlord.

M. Tenant shall secure and set up the accounts for utility meters directly associated with the demised premises, including, but not limited to: (1) electric, (2) gas, (3) water, where applicable, and all associated fees, etc. upon delivery of the demised premises to Tenant.

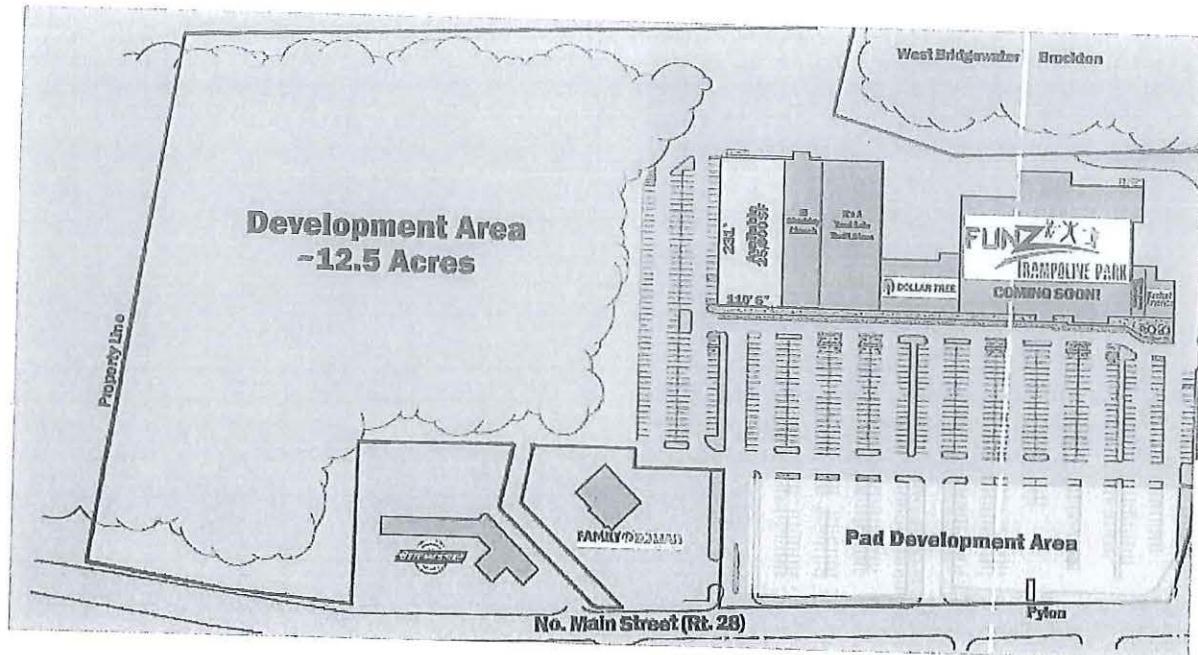
N. Tenant's work shall be performed in a first-class, workmanlike manner and shall be in good and usable condition at the date of completion thereof.

O. Tenant shall be held responsible for damage of any nature by Tenant or its contractor including paved or landscaped areas. Should such damage occur, Tenant shall reimburse Landlord for the full cost of repair.

P. Compliance with Laws: All of Tenant's work shall conform to applicable statutes, ordinances, regulations, codes and requirements of Landlord's underwriters. Landlord's approval of plans and specifications shall not constitute an acknowledgment that work done in conformity therewith will so conform, and Tenant shall be solely responsible for corrections in Tenant work required by any governmental agency or insurance underwriters.

EXHIBIT A

SITE PLAN



*We the People*  
*Of the United States,*  
*in Order to form a more perfect Union,*  
*establish Justice, insure domestic Tranquillity,*  
*provide for the common defense,*  
*promote the general Welfare, and secure*  
*the Blessings of Liberty to ourselves and*  
*our Posterity; do ordain and establish this*  
*Constitution for the United States of America.*

A. Barot  
SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT  
PASSEPORT  
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo Code / Code / Código Passport No. / No. du Passéport / No. de Pasaporte

P

USA

588570939

Surname / Nom / Apellidos

BAROT

Given Names / Prénoms / Nombres

ALPESH J

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

Place of birth / Lieu de naissance / Lugar de nacimiento

INDIA

Date of issue / Date de délivrance / Fecha de expedición

15 Mar 2018

Date of expiration / Date d'expiration / Fecha de caducidad

14 Mar 2028

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

M

Authority / Autorité / Autoridad

United States

Department of State

USA

P<USABAROT<<ALPESH<J<<<<<<<<<<<<<<<<<<<

5885709394USA8601034M2803146193507273<684142



# Board of Selectmen

65 North Main Street  
West Bridgewater, MA 02379  
Telephone (508) 894-1267  
Fax (508) 894-1269

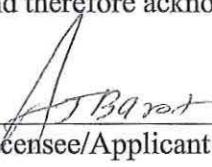
## TOWN OF WEST BRIDGWATER

### POLICY ON DISPENSING ALCOHOL TO MINORS

I understand that it is the express policy of the Board of Selectmen, serving as the Local Licensing Authority, to take all legally permissible action to eliminate the sale and/or serving of alcoholic beverages to minors, and that any licensee who, after a duly constituted hearing, is found to have violated any law relating to the sale or serving of alcohol to minors will be subject to suspension or revocation of said license forthwith.

I am also aware that licensees are further encouraged to consider implementation of restrictive policies to further discourage alcohol consumption by minors, such as requiring multiple means of identification, setting a higher minimum drinking age, and posting highly visible notices that purchase and/or consumption of alcohol by minors, and aiding or abetting such activities, will result in the maximum penalties provided by law.

I agree to perform at the highest standards of personal responsibility and public trust, in the strictest conformance with the provisions of this policy and Chapter 138 of the General Laws, and therefore acknowledge receipt and support of this statement by signing it below.

  
\_\_\_\_\_  
Licensee/Applicant

  
\_\_\_\_\_  
Date

Corporate Officers, Partners and Stockholders (Please attach Articles of Organization from Secretary of State's Office)

Last Name Barot First Name Alpech MI 5

Title President % Stock Owned 60%

Home Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip Code \_\_\_\_\_  
MA

Last Name Patel First Name Smit MI U

Title Secretary % Stock Owned 40%

Home Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip Code \_\_\_\_\_  
MA

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ MI \_\_\_\_\_

Title \_\_\_\_\_ % Stock Owned \_\_\_\_\_

Home Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip Code \_\_\_\_\_

(Be advised: Any change in ownership or corporation must be filed with the Board of Selectmen's Office.)

All establishments must complete the two sections below (not just Corporations).

Business Address: 11 Downing Dr.

City/State: Norton MA 02766

Business Telephone Number: (347) 453-5989

Home Address: (If individual owner) \_\_\_\_\_

City/State: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State Tax Returns and paid all state taxes required under law.

\_\_\_\_\_  
Signature of Individual

AJ Barot  
By Corporate Officer

\_\_\_\_\_  
Social Security or Federal ID Number

The license will not be issued unless this certification clause is signed by the applicant.



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

Minimum Fee: \$250.00

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

**Articles of Organization**

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

**Identification Number:** 001547722

**ARTICLE I**

The exact name of the corporation is:

AJKGVK 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. Please specify if you want a more limited purpose:

**ARTICLE III**

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

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

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

**ARTICLE IV**

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

**ARTICLE V**

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

**ARTICLE VI**

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

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

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

## ARTICLE VII

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

Later Effective Date: Time:

## ARTICLE VIII

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

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

Name: ALPESH BAROT

No. and Street:

City or Town: \_\_\_\_\_ State: MA Zip \_\_\_\_\_ Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box)
		Address, City or Town, State, Zip Code
PRESIDENT	ALPESH BAROT	
TREASURER	ALPESH BAROT	
SECRETARY	SMIT PATEL	
DIRECTOR	ALPESH BAROT	
DIRECTOR	SMIT PATEL	

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

December

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

LIQUOR STORE

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

No. and Street: 11 DOWNING DRIVE  
City or Town: NORTON State: MA Zip: 02766 Country: USA

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

No. and Street: 11 DOWNING DRIVE  
City or Town: NORTON State: MA Zip: 02766 Country: USA  
which is  
 its principal office       an office of its transfer agent  
 an office of its secretary/assistant secretary       its registered office

Signed this 5 Day of December, 2021 at 5:49:25 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.)

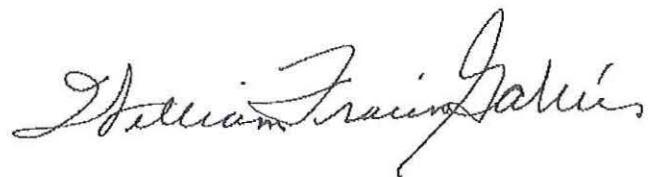
ALPESH BAROT

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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:

December 05, 2021 05:47 PM

A handwritten signature in cursive ink that reads "William Francis Galvin". The signature is fluid and somewhat stylized, with "William" and "Francis" connected at the top, and "Galvin" written below them.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

58'

STORAGE

WALKING  
COOLER

332'

CASHIER  
COUNTER

RATELL  
SPACE

REST  
ROOM

EXIT  ENTRANCE

# Certificate of Completion

This Certificate of Completion of  
**eTIPS Off Premise 3.1**  
For coursework completed on February 7, 2022  
provided by Health Communications, Inc.  
is hereby granted to:

**Smit Patel**

Certification to be sent to:

**11 Downing Dr  
Norton MA, 02766-2558 USA**



**HC**  
HEALTH COMMUNICATIONS INC.

This document is not proof of eTIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

### **Background Report From Sergeant Christopher Werner**

Re: Off Premise Liquor License Application for AJKGVK Inc.,  
DBA Borderline Discount Liquors and Tobacco  
860 North Main St., W. Bridgewater MA

#### **Applicants:**

Alpesh Barot (President, Treasurer, Director) 60%  
Smit Patel (Secretary, Director) 40%

#### **Overview:**

I received a request for background information pertaining to a proposed liquor store, Borderline Discount Liquor and Tobacco, located at 860 North Main Street in West Bridgewater. This business is currently under construction/renovation inside South Plaza. The applicant is seeking to purchase an available off site liquor license from the the Town.

I spoke to Mr Barot and Mr Patel regarding the Liquor License Policy Rules and Regulations for Liquor License Holders in the town of West Bridgewater. They had not been given a copy of this yet but I told them they would be able to get it at Town Hall. We reviewed some rules. They were told that if one of them was not present, that a manager must be left on site at all times and that a manager must be TIPS certified, as well as any employees that handle alcohol. They stated they understood this policy. The application includes a copy of Smit Patel's TIPS, but not Mr Barot's. He stated that he is TIPS certified and would be able to produce a certificate, but I do not have a copy of that as of 3/2/2022. The business will operate under the Legal name of AJKGVK Inc. and will do business as Borderline Discount Liquor and Tobacco. The property is leased from *2077 North Main St LLC* and has a twenty five year lease at \$5001.17 per month. A copy of the lease agreement can be found in the application.

#### **Criminal History:**

Alpesh Barot: No criminal history.  
Smit Patel: No criminal history.

#### **Recommendation:**

No reason to deny based upon criminal history.

#### **Applicants Experience:**

Alpesh Barot owns and operates a full off premise liquor store in Whitman called Temple Liquors. He has owned and run this business since 2013. A check with Whitman showed no violations with the business and no involvement with Mr Barot. He has other involvement with other liquor establishments before 2013 as well as other family establishments. Mr Barot is well qualified.

Smit Patel has worked as a clerk in his family's liquor store in Middleboro, Jamie's Plaza Liquors, for 2 years. He has no involvement with Middleboro and no violations with Jamie's Liquors. He will be managing the West Bridgewater store full time.

#### **Recommendation:**

Both applicants are qualified to operate and own a Full License Off Premise Liquor Store.

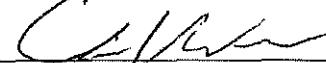
West Bridgewater Police Department  
NARRATIVE FOR SERGEANT CHRISTOPHER R WERNER

Page: 2

Ref: 22-58-OF

Mr Barot has provided me with an insurance binder showing \$1,000,000 liquor liability coverage. Additionally, as stated in the application, each party is investing \$35,000 into the business for stock. (The lease appears to cover all construction costs involved.) Mr Barot has provided me with financial statements for both himself and Mr Patel showing they each have that amount in accounts.

Overall I have no reservations that would preclude this establishment from obtaining this Liquor License. Alpesh Barot, Smit Patel, and I had a lengthy discussion pertaining to the responsibility that comes with owning a liquor license. I feel they take this responsibility seriously. I additionally feel that should questions or concerns arise, both are open and receptive to suggestions from the police department.

  
Sergeant Christopher R Werner  
Liquor Licensing Agent

*Reviewed  
3/21/12  
✓/JL  
CR*

/

**PROCLAMATION**  
**OF**  
**THE BOARD OF SELECTMEN**  
**WEST BRIDGEWATER, MASSACHUSETTS**

**WHEREAS**, Calvin & Francis Gray have volunteered with the West Bridgewater Food Pantry for over 15 years; and

**WHEREAS**, Mr. & Mrs. Gray secured the Food Pantry's nonprofit status and formed the Board of Directors, as well as applied for and maintained the Food Pantry's strategic relationship with the Greater Boston Food Bank; and

**WHEREAS**, Mr & Mrs. Gray took the time to build relationships with those utilizing the Food Pantry's services all while ensuring confidentiality about their situation and needs; and

**WHEREAS**, Mr. & Mrs. Gray continuously supported the community offering 24 hour access to resources, effectively transitioning the Food Pantry distribution from an in-house operation to a fully curb side operation during the COVID-19 pandemic; and

**WHEREAS**, Mr. & Mrs. Gray have dedicated countless hours in support of the West Bridgewater Food Pantry all while managing and securing other volunteers to ensure the viability of the Food Pantry; therefore be it

**RESOLVED**

We, the Board of Selectmen of the Town of West Bridgewater, do here by honor and commend MR. CALVIN GRAY & MRS. FRANCIS GRAY for their generous and compassionate nature. We extend to them our deepest appreciation for all of their efforts on behalf of the West Bridgewater Food Pantry and wish them well in their retirement.

In witness whereof we have hereunto set our hands and caused the Great Seal of the Town of West Bridgewater to be affixed this 2th day of March, 2022.

**THE BOARD OF SELECTMEN**

---

Anthony J. Kinahan  
Chairman

---

Meredith L. Anderson  
Vice Chairman

---

Denise R. Reyes  
Clerk

		ACTUAL (Prior Year 2)	TM Approved	DEPARTMENT SPENT YTD	DEPARTMENT REQUEST	DEPARTMENT Y/Y	DEPARTMENT Y/Y	NOTES
DEPARTMENT/description		FY 21	FY 22	12/16/2021	FY 23	\$\$ OVER FY 22	% OVER FY 22	
TOWN CLERK 1610								
5110	Elected Officials	73,614	75,086	32,221	76,588	1,502	2.00%	
5112	Clerical Salaries	56,737	57,785	24,806	58,957	1,172	2.03%	
5130	Overtime	0		0		0	#DIV/0!	
5140	Longevity	800	800	800	900	100	12.50%	600 for Anne, 300 for Sharon.
5191	Career Incentive for Certification	1,000	1,000	1,000	1,000	0	0.00%	
5390	Preservation of Records	0		0	5,000	5,000	#DIV/0!	
5420	Office Supplies	3,189	3,300	1,135	3,600	300	9.09%	
5710	Travel	0		0	0	0	#DIV/0!	
5730	Dues & Meetings	385	700	236	700	0	0.00%	
5731	Annual School	519	950	0	950	0	0.00%	
5741	Bonding	100	100	0	100	0	0.00%	
Town Clerk 1610		136,344	139,721	60,198	147,795	8,074	5.78%	

		ACTUAL (Prior Year 2)	TM Approved	DEPARTMENT SPENT YTD	DEPARTMENT REQUEST	DEPARTMENT Y/Y	DEPARTMENT Y/Y	NOTES
DEPARTMENT/description		FY 21	FY 22	12/16/2021	FY 23	\$\$ OVER FY 22	% OVER FY 22	
	ELECTIONS/REGISTRATION 1630							
5111	Appointed Officials	3,640	4,016	1,008	5,016	1,000	24.90%	The costs due to Early Voting and Covid[extra costs not anticipated]were over \$14,000.00 in 2020. Over \$10,000.00 was for payroll alone.
5117	Fed.Census Coord.	1,334	0	0	0	0	#DIV/0!	There was reimbursement from the Cares Act due to Covid expenses that helped.
5119	Other Salaries	1,869	1,200	15	4,800	3,600	300.00%	I was able to secure a CTLC grant for \$5,000.00 to help with expenses also.
5303	Data Processing/In-House	3,459	2,500	0	5,000	2,500	100.00%	The State reimbursed for some of the costs.
5306	Election Officials	11,155	3,750	0	16,000	12,250	326.67%	Early Voting is an unfunded mandate so the Town gets some reimbursement which goes back to the general fund.
5342	Printing	2,110	3,900	0	4,200	300	7.69%	With the uncertainty of what is going to happen in FY23, the Election Budget has to reflect that costs of 2020 and allow for increase costs.
5420	Office Supplies	7,541	5,650	3,306	8,750	3,100	54.87%	
5584	Other Supplies	1,036	1,000	0	1,200	200	20.00%	
5730	Dues and Meetings	0	800	0	800	0	0.00%	
5819	Autemark Voting Machine Programming	693	900	0	900	0	0.00%	
5962	Police Details	2,663	1400		3800	2,400	171.43%	
	Elect./Regis. 1630	35,500	25,116	4,329	50,466	25,350	100.93%	

		ACTUAL (Prior Year 2)	TM Approved	DEPARTMENT SPENT YTD	DEPARTMENT REQUEST	DEPARTMENT Y/Y	DEPARTMENT Y/Y	NOTES
DEPARTMENT/description		FY 21	FY 22	12/16/2021	FY 23	\$\$ OVER FY 22	% OVER FY 22	
	VETERANS & MEMORIAL DAY 6920							
5584	Other Supplies	1,700	1700	0	3500	1,800	105.88%	Extra \$1500 because the parade is in our town and we are doing something more for the 200th anniversary (I usually add \$1000.00 when the parade is in our town.)
	Vets/Mem Day 6920	1,700	1,700	0	3,500	1,800	105.88%	

		ACTUAL (Prior Year 2)	TM Approved	DEPARTMENT SPENT YTD	DEPARTMENT REQUEST	DEPARTMENT Y/Y	DEPARTMENT Y/Y	NOTES
DEPARTMENT/description		FY 21	FY 22	12/16/2021	FY 23	\$\$ OVER FY 22	% OVER FY 22	
<b>BUILDING 2410</b>								
5111	Appointed Official	89,959	91,674	35,816	93,480	1,806	1.97%	2% Contractual
5112	Clerical Salaries	61,278	62,502	24,426	103,938	41,436	66.30%	2% Karen-Contractual, 35 hrs a week clerk -\$40,194
5119	Assistant Inspector	0	0	0	27,770	27,770	#DIV/0!	19 Hour a week-Assistant Building Official
5120	Other Salaries	0	0	0	0	0	#DIV/0!	
5140	Longevity	1,650	1,950	1,650	1,950	0	0.00%	
5190	Allowances/clothing	1,067	1,200	0	1,200	0	0.00%	
5242	Vehicle Repair	1,307	700	510	700	0	0.00%	
5243	Equipment Repairs/Maint.	3,931	4,460	0	8,091	3,631	81.41%	\$4,160.00 Annual Online Permitting fee
5300	Engineering Services	0	0	0	0	0	#DIV/0!	
5420	Office Supplies	10,938	10,850	663	10,850	0	0.00%	
5480	Gasoline	700	1,200	331	1,200	0	0.00%	
5730	Dues/Meetings/Education	70	1,000	350	1,000	0	0.00%	
5847	Site Security/Enforcement	0	0	0	0	0	#DIV/0!	
5889	Equipment Replacement	0	0	0	0	0	#DIV/0!	
	Building Inspector 2410	170,900	175,536	63,746	250,179	74,643	42.52%	

		ACTUAL (Prior Year 2)	TM Approved	DEPARTMENT SPENT YTD 12/16/2021	DEPARTMENT REQUEST	DEPARTMENT Y/Y	DEPARTMENT Y/Y	NOTES
DEPARTMENT/description		FY 21	FY 22		FY 23	\$\$ OVER FY 22	% OVER FY 22	
INSPECTOR OF GAS & PLUMBING 2420								
5111 Appointed Official		17,565	17,916	12,469	18,274	358	2.00%	2% Contractual
5112 Assistant Inspector		1,000	1,000	2,395	1,020	20	2.00%	2% Increase
5116 Intermittant Calls (after hour events)		0	0	0	1,500	1,500	#DIV/0!	After Hour Emergencies
5420 Office Supplies		376	450	0	450	0	0.00%	
5710 Travel and phone stipend		1,500	1,500	750	2,247	747	49.80%	Phone and fuel increases
Gas/Plmbng Ins.2420		20,441	20,866	15,614	23,491	2,625	12.58%	

		ACTUAL (Prior Year 2)	TM Approved	DEPARTMENT SPENT YTD	DEPARTMENT REQUEST	DEPARTMENT Y/Y	DEPARTMENT Y/Y	NOTES
DEPARTMENT/description		FY 21	FY 22	12/16/2021	FY 23	\$\$ OVER FY 22	% OVER FY 22	
	INSPECTOR OF WIRES 2450							
5111	Appointed Official	17,565	17,916	8,958	18,274	358	2.00%	2% Contractual
5112	Assistant Inspector	1,000	1,000	0	1,020	20	2.00%	2% Increase
5116	Intermittant Calls	200	200	125	1,700	1,500	750.00%	After Hour Emergencies
5420	Office Supplies	376	450	125	450	0	0.00%	
5710	Travel and phone stipend	1,500	1,500	625	2,247	747	49.80%	Phone and fuel increases
	Elect.Inspec.2450	20,641	21,066	9,833	23,691	2,625	12.46%	

		ACTUAL (Prior Year 2)	TM Approved	DEPARTMENT SPENT YTD	DEPARTMENT REQUEST	DEPARTMENT Y/Y	DEPARTMENT Y/Y	NOTES
DEPARTMENT/description		FY 21	FY 22	12/16/2021	FY 23	\$\$ OVER FY 22	% OVER FY 22	
TOWN HALL 1940								
5112 Clerical Salaries		0	0	0	0			
5210 Heating (Fuel)		5,480	6,600	923	6,600	0	0.00%	
5211 Electricity		9,124	12,000	4,257	12,000	0	0.00%	
5240 Property Maint/Janitorial		20,425	21,125	6,498	21,125	0	0.00%	
5241 OffEqp.Rprs/Mtnce		2,358	1,050	0	2,550	1,500	142.86%	State mandate for generator company to stand in on elevator inspection
5243 BoilerMtn/Repair		954	3,500	0	3,500	0	0.00%	
5260 Municipal Bldg Repairs		1,630	2,500	3,837	2,500	0	0.00%	
5340 Telephone		14,961	9,200	5,982	9,200	0	0.00%	
5420 Office Supplies		2,450	3,000	1,587	3,000	0	0.00%	
5422 Lexis (Law Book) Updates		0	0	0	0	0	#DIV/0!	
5450 Custodial Supplies		1,298	1,000	195	1,000	0	0.00%	
5889 Equipment Replacement		0	0	0	0	0	#DIV/0!	
5903 Elevator Maintenance		4,963	5,200	2,563	5,200	0	0.00%	
5904 Sprinkler Maintenance		1,450	1,850	0	1,850	0	0.00%	
Town Hall 1940		65,093	67,025	25,842	68,525	1,500	2.24%	

		ACTUAL (Prior Year 2)	TM Approved	DEPARTMENT SPENT YTD	DEPARTMENT REQUEST	DEPARTMENT Y/Y	DEPARTMENT Y/Y	NOTES
DEPARTMENT/description		FY 21	FY 22	12/16/2021	FY 23	\$\$ OVER FY 22	% OVER FY 22	
	INFORMATION SYSTEMS 1550							
5111	Data Processing Coordinator	13,794	14,070	7,035	14,351	281	2.00%	
5241	Office Equip. Repairs/Maint	635	1,000	0	1,000	0	0.00%	
5300	Engineering/GIS update	0	1,000	0	1,000	0	0.00%	
5303	Data Processing Services	20,968	21,727	21,195	21,965	238	1.10%	
5309	Network Tech. Consultant	39,795	41,852	39,569	56,168	14,316	34.21%	
5326	Internet Connection	13,089	10,747	(2,739)	11,054	307	2.86%	
5327	Network Equipment	2,422	4,800	(7,200)	1,920	(2,880)	-60.00%	
5421	Computer Supplies	887	800	1,275	800	0	0.00%	
5784	Data Processing Training	0	0	0	0	0	#DIV/0!	
5819	Computer Equipment	1,349	0	0	5,000	5,000	#DIV/0!	
	Information Systems 1550	92,919	95,996	59,135	113,258	17,262	17.98%	

		ACTUAL (Prior Year 2)	TM Approved	DEPARTMENT SPENT YTD	DEPARTMENT REQUEST	DEPARTMENT Y/Y	DEPARTMENT Y/Y	NOTES
DEPARTMENT/description		FY 21	FY 22	12/16/2021	FY 23	\$\$ OVER FY 22	% OVER FY 22	
PUBLIC WORKS 4215								
5111	Apptd Officials-Salary	123,777	126,252	54,177	128,778	2,526	2.00%	
5112	Clerical	26,262	26,786	11,495	27,319	533	1.99%	
5115	Permanent Salaries	717,971	734,919	315,167	792,500	57,581	7.84%	
5130	Overtime	13,742	10,538	11,145	20,000	9,462	89.79%	
5140	Longevity	20,811	22,787	21,246	20,753	(2,034)	-8.93%	
5190	Allowances & Stipends	22,358	22,100	15,165	25,900	3,800	17.19%	
5192	In-Service Training	6,300	6,500	800	6,500	0	0.00%	
5201	Roadside Snow and Ice Repair	0	600	0	600	0	0.00%	
5206	Repairs/Maintenance Friendship Park	73	1,000	0	1,000	0	0.00%	
5210	Heating (Fuel)	4,866	4,000	620	5,000	1,000	25.00%	
5211	Electricity	4,271	6,000	1,727	6,000	0	0.00%	
5230	Water	1,450	1,870	1,573	1,870	0	0.00%	
5240	Property Maintenance	35,628	20,600	12,656	25,000	4,400	21.36%	
5242	Vehicle Repairs/Maintenance	19,719	17,150	19,003	25,000	7,850	45.77%	
5243	Equipment Repairs/Maintenance	37,019	17,000	2,304	17,000	0	0.00%	
5251	Asphalt & Bit Concrete	7,119	14,000	1,135	14,000	0	0.00%	
5252	Street Signs & Markings	6,393	11,030	5,806	11,030	0	0.00%	
5253	Beacons/Traffic Signals	6,103	8,000	1,878	8,000	0	0.00%	
5270	Equipment Hire	59,772	34,500	35,491	64,500	30,000	86.96%	
5280	Roadside Veg. Control	0	3,500	0	3,500	0	0.00%	
5282	Radio Antenna Tower Rental	4,183	3,858	2,116	4,300	442	11.46%	
5293	Hazardous Waste Disposal	7,278	1,350	1,877	3,500	2,150	159.26%	
5300	Engineering Services	0	0	0	0	0	#DIV/0!	
5320	Medical Services	2,826	800	989	800	0	0.00%	
5331	GIS Engineering & Supplies	899	3,000	588	3,500	500	16.67%	
5340	Telephone	3,203	3,609	963	3,609	0	0.00%	
5341	Advertising	1,015	185	0	185	0	0.00%	
5396	Medical Deductible	0	0	0	0	0	#DIV/0!	
5420	Office Supplies	3,469	2,336	1,764	3,500	1,164	49.83%	
5430	Parts & Supplies	3,521	4,000	4,255	4,000	0	0.00%	
5461	Fertilizer	0	500	338	500	0	0.00%	
5462	Insecticides	10	200	16	200	0	0.00%	
5463	Town Nursery	0	0	0	0	0	#DIV/0!	
5464	Care of Cemeteries	0	200	0	200	0	0.00%	
5480	Gasoline	14,999	20,500	9,113	20,500	0	0.00%	
5530	Sand, Gravel & Loam	1,066	1,500	992	1,500	0	0.00%	
5531	Drainage Supplies	6,311	7,000	3,146	7,000	0	0.00%	
5532	Bridges & Railings	624	3,000	0	3,000	0	0.00%	
5533	Tools & Supplies	8,396	7,000	2,674	7,000	0	0.00%	
5730	Dues & Meetings	1,507	4,500	297	4,500	0	0.00%	
5773	Medical Expenses	0	150	0	150	0	0.00%	
5889	Equipment Replacement	675	2,883	2,828	2,883	0	0.00%	
5962	Transfer Police Detail	19,555	18,500	11,107	30,000	11,500	62.16%	
5797	Summer Help - Part-time		0	0	0	0	#DIV/0!	
	Dam Inspection		0	0	0	0	#DIV/0!	
Public Works 4215		1,193,171	1,174,203	554,451	1,305,077	130,874	11.15%	

		ACTUAL (Prior Year 2)	TM Approved	DEPARTMENT SPENT YTD	DEPARTMENT REQUEST	DEPARTMENT Y/Y	DEPARTMENT Y/Y	NOTES
DEPARTMENT/description		FY 21	FY 22	12/16/2021	FY 23	\$\$ OVER FY 22	% OVER FY 22	
P.W. SNOW REMOVAL 4230								
5113 Labor (Town employees)	71,110	22,800	0	22,800	0	0	0.00%	
5243 Equipment Repairs/Maintenance	28,358	2,000	5,172	2,000	0	0	0.00%	
5270 Equipment Hire (Independent Contractors)	35,679	21,500	892	21,500	0	0	0.00%	
5341 Advertising for Contractors	1,695	100	0	100	0	0	0.00%	
5398 Contractual Services	0	0	1,695	0	0	#DIV/0!		
5480 Gasoline	8,213	2,000	0	2,000	0	0	0.00%	
5533 Tools & Supplies	8,929	1,400	6,941	1,400	0	0	0.00%	
5534 Sand & Salt	136,125	39,000		39,000	0	0	0.00%	
5536 Liquid Calcium/Ice Ban Magic	10,003	1,500		1,500	0	0	0.00%	
5889 Equipment Replacement	0	500		500	0	0	0.00%	
5962 Police details	0	500		500	0	0	0.00%	
PW Snow Removal 4230	300,112	91,300	14,700	91,300	0	0	0.00%	

		ACTUAL (Prior Year 2)	TM Approved	DEPARTMENT SPENT YTD	DEPARTMENT REQUEST	DEPARTMENT Y/Y	DEPARTMENT \$ OVER FY 22	DEPARTMENT % OVER FY 22	NOTES
DEPARTMENT/description		FY 21	FY 22	12/16/2021	FY 23				
	P.W. ST LIGHTING 4240								
5211	Electricity	102,006	95,700	42,639	95,700	0	0	0.00%	
	PW Street Lighting 4240	102,006	95,700	42,639	95,700	0	0	0.00%	

		ACTUAL (Prior Year 2)	TM Approved	DEPARTMENT SPENT YTD	DEPARTMENT REQUEST	DEPARTMENT Y/Y	DEPARTMENT Y/Y	NOTES
DEPARTMENT/description		FY 21	FY 22	12/16/2021	FY 23	\$ OVER FY 22	% OVER FY 22	
	WASTE DISPOSAL/SANITATION 4330							
5113	Labor	59,529	60,719	26,056	61,930	1,211	1.99%	
5130	Overtime	9,301	9,000	5,029	9,000	0	0.00%	
5140	Longevity	4,463	4,463	4,554	4,645	182	4.08%	
5190	Allowances & Stipends	800	800	800	800	0	0.00%	
5210	Heating (Fuel)	373	860	130	860	0	0.00%	
5211	Electricity	2,708	1,800	1,157	1,800	0	0.00%	
5240	Property Maintenance	6,782	2,500	1,360	2,500	0	0.00%	
5243	Equip Repairs/Maintenance	335	5,000	0	5,000	0	0.00%	
5270	Equipment Hire	0	250	0	250	0	0.00%	
5291	Solid Waste Disposal-New Bedford	192,203	173,225	63,174	173,225	0	0.00%	
5293	Hazardous Waste Disposal (White Goods)	3,749	4,000	1,111	4,000	0	0.00%	
5340	Telephone	224	180	74	180	0	0.00%	
5391	Hauling Contract(ABC Disposal)	56,725	59,885	12,314	59,885	0	0.00%	
5420	Office Supplies	3,356	2,000	1,549	2,000	0	0.00%	
5889	Equipment Replacement	0	1,842	0	1,842	0	0.00%	
5962	Police details	0	900	0	900	0	0.00%	
	Waste Disposal 4330	340,548	327,424	117,308	328,817	1,393	0.43%	

		ACTUAL (Prior Year 2)	TM Approved	DEPARTMENT SPENT YTD	DEPARTMENT REQUEST	DEPARTMENT Y/Y	DEPARTMENT Y/Y	NOTES
DEPARTMENT/description		FY 21	FY 22	12/16/2021	FY 23	\$\$ OVER FY 22	% OVER FY 22	
TREE WARDEN 4940								
5110 Elected Official	0	0	0	0	0	#DIV/0!		
5341 Advertising	0	100	0	100	0	0.00%		
5730 Dues & Meetings	340	300	0	300	0	0.00%		
Tree Warden 4940	340	400	0	400	0	0.00%		

TO: West Bridgewater Selectmen and Finance Committee

FROM: Cheryl Cambria, CPC Chair

DATE: March 1, 2022

SUBJECT: CPC 2022

---

Dear Selectmen and Members of the Finance Committee,

The Community Preservation Committee (CPC) is meeting on March 14, 2022 in order to review and vote on projects submitted for CPC funding. The following projects have been submitted to the CPC for consideration for funding prior to town meeting in May 2022:

- West Bridgewater Department of Public Works, \$110,000 for continued work in Town owned cemeteries (Phase 3) including the South Street, Cochesett and Powder Hill cemeteries.
- West Bridgewater Housing Authority, \$125,000 for Phase I of window repair and replacement at D'Arpino Village.
- Veteran's Affairs, \$5,000 for research and installation of veteran plaques on gravestones of local veterans.
- West Bridgewater Department of Public Works, \$125,000 for permitting and engineering of fish ladder.

In addition, the CPC is anticipating an application from Mr. & Mrs. Howard on River Street, to assist with an agricultural preservation restriction of land along River Street. At this time, the application has not been received, but is anticipated for Town Meeting in May 2022.

The West Bridgewater CPC prepared the Community Preservation Plan, updating the December 2014 plan. As part of the update process, our preservation consultant JM Goldson, prepared and managed an on-line survey of West Bridgewater residents which began on October 15<sup>th</sup> and ran through the end of October 2021. Questions focused on community priorities related to each of the four CPA categories: historic preservation community housing, open space and outdoor recreation. Participants were asked to select priorities within each category and indicate their top category. Survey results were incorporated into the updated Community Preservation Plan and were presented during the CPC Public Hearing held on May 4, 2021. The CPC voted to accept the new Plan on September 14, 2021.

The balance of the reserve funds for the West Bridgewater Community Preservation Fund is not currently available. This fund is fluid and changes based on revenue and expenses through June 30. However, for comparison purposes, the CPC collected approximately \$205,000 in revenue from residents in 2021 with a State match of \$57,222 (totaling approximately \$262,222). Current "bucket" totals are as follows:

- Open Space/Recreation \$30,996
- Historic Preservation \$6,722.34
- Housing \$198,428.04

		ACTUAL (Prior Year 2)	TM Approved	DEPARTMENT SPENT YTD 12/16/2021	DEPARTMENT REQUEST	DEPARTMENT Y/Y	DEPARTMENT Y/Y	NOTES
DEPARTMENT/description		FY 21	FY 22		FY 23	\$\$ OVER FY 22	% OVER FY 22	
	POLICE DEPT 2100							
5111	Appointed Official	168,293	171,656	72,345	175,089	3,433	2.00%	
5112	Clerical Salaries	59,503	60,460	25,579	61,669	1,209	2.00%	
5114	Custodial Salaries	14,094	14,000	5,894	14,280	280	2.00%	
5115	Permanent Salaries	1,976,483	2,061,362	858,783	2,143,867	82,505	4.00%	
5116	Intermit/Call Services	4,413	8,000	0	8,000	0	0.00%	
5119	Other Salaries	124,657	113,000	48,379	115,260	2,260	2.00%	
5130	Overtime: general	63,212	74,296	21,755	76,525	2,229	3.00%	
5131	Officer in Charge	0	0	0	0	0	#DIV/0!	
5134	Overtime: Sick/Injury	13,017	40,175	10,070	40,175	0	0.00%	
5135	Overtime: Holiday	74,243	77,584	15,724	87,000	9,416	12.14%	
5136	Overtime: Vacation	143,661	157,920	70,343	162,658	4,738	3.00%	
5138	Overtime: Court	7,238	35,773	8,369	36,846	1,073	3.00%	
5139	Overtime: Personal/Bereavement	13,279	19,812	9,110	20,406	594	3.00%	
5140	Longevity	12,450	12,500	5,150	13,500	1,000	8.00%	
5190	Allowances & Stipends	23,300	26,100	26,250	26,100	0	0.00%	
5192	In-Service Training	19,841	28,840	1,575	29,705	865	3.00%	
5210	Heating (Fuel)	5,936	6,500	648	6,500	0	0.00%	
5211	Electricity	20,448	24,000	9,434	24,000	0	0.00%	
5240	Property Maint./Janitorial	4,999	1,500	1,026	1,500	0	0.00%	
5241	Off Eq. Repairs/Maint	548	1,000	0	1,000	0	0.00%	
5242	Vehicle Repairs/Maint	14,738	12,000	6,364	12,000	0	0.00%	
5243	Equip. Repairs/Maint	9,347	3,000	1,743	3,000	0	0.00%	
5260	Municipal Bldg Repairs	32,145	4,500	1,645	4,500	0	0.00%	
5320	Medical Services	215	2,500	0	2,500	0	0.00%	
5340	Telephone	12,244	11,000	4,301	12,000	1,000	9.09%	
5361	Agency Services	151	500	13	500	0	0.00%	
5420	Office Supplies	13,814	7,000	4,742	9,000	2,000	28.57%	
5421	Computer Supplies	11,400	6,000	1,414	9,000	3,000	50.00%	
5430	Tools & Supplies	238	0	0	0	0	#DIV/0!	
5450	Custodial Supplies	822	1,000	1,062	1,000	0	0.00%	
5480	Gasoline	28,167	30,000	15,540	32,000	2,000	6.67%	
5584	Other Supplies	0	0	0	0	0	#DIV/0!	
5590	Uniforms/Equipment	79,262	44,000	7,781	44,000	0	0.00%	
5720	Chief's Conferences	3,975	5,000	632	5,000	0	0.00%	
5730	Dues & Meetings	4,269	4,000	400	4,000	0	0.00%	
5784	Training Expense	21,112	13,540	8,092	13,540	0	0.00%	
5885	Service Contracts/mobile and stationery	29,615	27,500	13,406	29,000	1,500	5.45%	
5889	Equipment Replacement	13,499	5,000	2,958	5,000	0	0.00%	
	Police Dept. 2100	3,024,628	3,111,018	1,260,527	3,230,120	119,102	3.83%	

		ACTUAL (Prior Year 2)	TM Approved	DEPARTMENT SPENT YTD	DEPARTMENT REQUEST	DEPARTMENT Y/Y	DEPARTMENT Y/Y	NOTES
DEPARTMENT/description		FY 21	FY 22	12/16/2021	FY 23	\$\$ OVER FY 22	% OVER FY 22	
DEPARTMENT/description	CANINE CONTROL 2920							
5119	Other Salaries	0	1,500	0	1,500	0	0.00%	
5192	Training	0	500	0	500	0	0.00%	
5242	Vehicle Repairs	0	0	0	0	0	#DIV/0!	
5340	Telephone	0	0	0	0	0	#DIV/0!	
5380	Care of Dogs	6,933	6,000	0	6,000	0	0.00%	
5420	Office Supplies	0	0	0	0	0	#DIV/0!	
5430	Tools and Supplies	67	250	55	250	0	0.00%	
5480	Gasoline	0	0	0	0	0	#DIV/0!	
5590	Uniforms/equipment	0	0	0	0	0	#DIV/0!	
	Canine Control 2920	7,000	8,250	55	8,250	0	0.00%	

		ACTUAL (Prior Year 2)	TM Approved	DEPARTMENT SPENT YTD 12/16/2021	DEPARTMENT REQUEST	DEPARTMENT Y/Y	DEPARTMENT Y/Y	NOTES
DEPARTMENT/description		FY 21	FY 22		FY 23	\$\$ OVER FY 22	% OVER FY 22	
BOARD OF SELECTMEN 1220								
5110	Elected Officials	10,375	10,375	5,187	10,375	0	0.00%	
5111	Appointed Official	149,910	152,908	71,376	156,005	3,097	2.03%	
5112	Appointed Officials	131,327	136,308	58,448	146,897	10,589	7.77%	
5120	Other Salaries	0	5,500	0	5,500	0	0.00%	
5140	Longevity	0	300	300	300	0	0.00%	
5190	Allowances and Stipends	0	0	0	0	0	#DIV/0!	
5192	Tuition Reimbursement	0	3,000	0	3,000	0	0.00%	
5242	Vehicle Repairs	1,070	2,000	0	2,000	0	0.00%	
5243	Equip Repairs/Maint.	1,699	2,050	546	2,050	0	0.00%	
5301	Labor Negotiator	2,000	2,000	0	2,000	0	0.00%	
5302	Auditing Services	25,600	22,500	16,800	27,500	5,000	22.22%	
5309	Consultant Services	4,340	4,100	4,100	4,100	0	0.00%	
5340	Telephone	108	0	0	0	0	#DIV/0!	
5341	Advertising	557	2,000	182	2,000	0	0.00%	
5342	Printing	0	500	0	500	0	0.00%	
5343	Printing - Town Report/Fin Com	2,314	3,200	0	3,200	0	0.00%	
5345	Postage	282	900	109	900	0	0.00%	
5420	Office Supplies	3,025	2,300	372	2,300	0	0.00%	
5710	Travel	660	660	330	660	0	0.00%	
5730	Dues & Meetings	2,704	5,050	2,100	5,050	0	0.00%	
5732	Strategic Planning Expenditures	4,610	2,250	0	2,250	0	0.00%	
5784	Training	124	2,270	1,326	2,270	0	0.00%	
5889	Equipment Replacement	899	400	0	400	0	0.00%	
	Board of Selectmen 1220	341,603	360,571	161,176	379,257	18,686	5.18%	

		ACTUAL (Prior Year 2)	TM Approved	DEPARTMENT SPENT YTD	DEPARTMENT REQUEST	DEPARTMENT Y/Y	DEPARTMENT Y/Y	NOTES
DEPARTMENT/description		FY 21	FY 22	12/16/2021	FY 23	\$\$ OVER FY 22	% OVER FY 22	
FINANCE COMMITTEE 1310								
5111 Apointed Official	427	1,500	-	1,500	0	0.00%		
5341 Advertising	0	500	0	500	0	0.00%		
5420 Office Supplies	72	100	0	100	0	0.00%		
5730 Dues & Meetings	180	1,000	180	1,000	0	0.00%		
					0			
FinCom 1310	679	3,100	180	3,100	0	0.00%		

		ACTUAL (Prior Year 2)	TM Approved	DEPARTMENT SPENT YTD	DEPARTMENT REQUEST	DEPARTMENT Y/Y	DEPARTMENT \$ OVER FY 22	DEPARTMENT % OVER FY 22	NOTES
DEPARTMENT/description		FY 21	FY 22	12/16/2021	FY 23				
	RESERVE FUND 1320								
5780	FinCom Reserve	0	67,000	0	67,000	0	0	0.00%	
	FinCom Reserve 1320	0	67,000	0	67,000	0	0	0.00%	

**WARRANT  
ANNUAL TOWN ELECTION  
COMMONWEALTH OF MASSACHUSETTS**

PLYMOUTH, SS.

To either of the Constables of the Town of West Bridgewater in the County of Plymouth,

**GREETINGS:**

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in elections and Town Affairs to vote at

**SPRING STREET SCHOOL  
PRECINCTS 1 & 2  
SATURDAY, APRIL 9, 2022  
9:00 A.M. – 8:00 P.M.**

To cast their votes for the following officers for the Town:

ONE SELECTMAN	THREE YEARS
ONE BOARD OF ASSESSORS MEMBER	THREE YEARS
TWO SCHOOL COMMITTEE MEMBERS	THREE YEARS
ONE BOARD OF HEALTH MEMBER	THREE YEARS
ONE PLANNING BOARD MEMBER	FIVE YEARS
TWO LIBRARY TRUSTEES	THREE YEARS
ONE WATER COMMISSIONER	THREE YEARS
TWO CONSTABLES	THREE YEARS

And you are directed to serve the Warrant, by posting attested copies thereof, as directed by the By-Laws of the Town at least seven days before the time of holding the aforesaid election.

Hereof fail not, and make do return of the Warrant, with your doings thereon to the Town Clerk of said West Bridgewater, at the time and place of meeting as aforesaid.

Given under our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_  
In the year of our Lord, two thousand and Twenty-Two  
Selectmen of the Town of West Bridgewater

---

Anthony Kinahan, Chairman

---

Meredith Anderson, Vice Chairman

---

Denise Reyes, Clerk

A true Copy,  
Attest  
Anne G. Iannitelli, Town Clerk

---

Constable of W. Bridgewater

Pursuant to within Warrant, I have this day notified and warned the inhabitants of the Town of West Bridgewater qualified to vote in elections and town affairs to meet at the time and place within mentioned by posting fifteen attested copies of within Warrant at various locations through Precincts One and Two seven days at least before the time of holding the aforesaid Town Election.

---

Constable of West Bridgewater

, 2022.



Office of the Assistant Town  
Administrator/HR Director

Town Hall  
65 North Main Street  
West Bridgewater, MA 02379  
508-894-1267  
Fax: 508-894-1269

## MEMORANDUM

TO: Honorable Board of Selectmen

FROM: Linda A. Torres, Assistant Town Administrator/HR Director *L.A.T.*

RE: 2021 Town Report Dedication

DATE: March 2, 2022

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The notable deaths from 2021 include the following:

Ryan Barnes-Conservation Commission

D. Christopher Cross-Planning Board

John DeCosta Jr.-Zoning Board

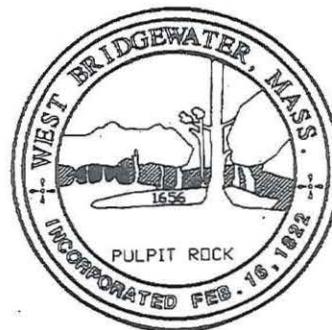
Donald J. MacDonald-Herring Warden



*The 2020 Annual Town Report  
is Dedicated in Memory of*



Charles A. Pickering  
Selectmen



## **In Memoriam**

Janet E. Gallasch  
Poll Worker

Richard H. McMahon  
Veteran's Memorial Day Committee

## EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 2<sup>nd</sup> day of March 2022, by and between the Town of West Bridgewater, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter referred to as the "Town", and Lorna J. Carroll of Norton, MA, hereinafter referred to as "Carroll".

### WITNESSETH:

WHEREAS, the Board of Selectmen (hereinafter the "Board") voted to appoint Carroll as Confidential Secretary on August 15, 2018; and

WHEREAS, the Board and Carroll entered into a written contract of employment setting forth the terms and conditions of such employment for the term of July 31, 2019 and ending June 30, 2022 and

WHEREAS, the Board and Carroll now desire to enter into a new written three-year contract of employment setting forth the terms and conditions of such employment; and

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT.** The Town hereby employs Carroll and she hereby accepts employment as Executive Assistant.
2. **TERM.** The term of employment shall be a period of three (3) years, beginning on July 1, 2022 and ending on June 30, 2025, unless this Agreement is sooner terminated as herein provided for.
3. **COMPENSATION.** The Board and Carroll agree that for the first year of the contract, Carroll's annual salary rate as of July 1, 2022 shall be \$62,000. The annual salary shall be paid in equal bi-weekly installments on the same day as other employees of the Town are paid.

Effective salary for July 1, 2023 shall be \$63,550 representing a 2.5% increase.

Effective salary for July 1, 2024 shall be \$65,139 representing a 2.5% increase.

4. **CERTIFICATIONS:** Carroll shall complete the Massachusetts Certified Public Purchasing Official (MCPPO) and recertify as required.
5. **DUTIES.** Carroll shall perform faithfully, to the best of her ability, such duties and

responsibilities as shall be assigned by the Town Administrator and Assistant Town Administrator including, without limitation, those set forth in the job description. On a day to day basis Carroll shall work under the general supervision of the Town Administrator.

6. **HOURS OF WORK.** The basic workweek of Carroll shall be thirty-five (35) hours, scheduled on Monday through Friday. In addition to her basic workweek, Carroll is required to take meeting minutes at the Board of Selectmen Meetings and attend Town Meetings. Carroll shall be granted compensatory time off during her basic workweek for attending the night meetings as required and any other time at the discretion of the Town Administrator.
7. **VACATION.** Carroll shall be entitled to two weeks of vacation and on July 1, 2023 shall receive three weeks and for the remainder of the Contract. In the event that Carroll, through no fault of her own, is unable to take her allotted vacation time during the term of her contract, she shall be permitted to carry over up to ten (10) days of unused vacation time for use in the succeeding year of the term upon written request to the Town Administrator. Carroll shall be paid in a lump-sum for any unused vacation time she has to her credit at the time of the termination of her employment under this Agreement.
8. **SICK LEAVE.** Carroll shall be entitled to twelve (12) days of sick leave with pay during each year of the term of this Agreement to be used when she is incapacitated for the performance of her duties by illness or injury. Sick leave which is not used shall accumulate and be available for use in succeeding years of the term of her employment, subject to a maximum accumulation of ninety days (90) days. In the event her employment is terminated by retirement in accordance with and under the provisions of the Plymouth County Retirement Association or by her death, she or her spouse or designated beneficiary, as the case may be, shall be paid in a lump-sum for the unused sick leave which has accumulated to her credit at the time of the termination of her employment up to 90 days.
9. **PERSONAL LEAVE DAYS.** Carroll shall be granted, at the discretion of the Town Administrator, three (3) personal leave days to attend to personal matters that cannot reasonably be attended to outside of her regular workday. Personal leave days shall not be granted, except in cases of emergency, on the day before or the day after a holiday or a vacation period, or on a day on which she is not in a pay status.
10. **BEREAVEMENT LEAVE.** Carroll shall be granted a leave of absence without loss of pay for a period not in excess of three (3) days in the event of a death in her immediate family. Immediate family shall include parent, spouse, child, grandchild, grandparent, sister, brother or any other member of her immediate household.
11. **JURY DUTY.** In the event Carroll is required to perform jury duty, she shall receive leave with pay for the duration of such duty. She shall be paid the difference between the jury duty pay, exclusive of mileage and expenses, and her regular compensation.

12. **UNPAID LEAVE.** Unpaid leave may be granted to Carroll by the Town Administrator for any period or periods of absence which are not covered by any paid leave provided for hereunder.
13. **HOLIDAYS.** Carroll shall be excused from work without loss of pay on the following holidays: The first day of January; Martin Luther King's Birthday; the third Monday in February; the third Monday in April; the last Monday in May; Juneteenth; the fourth day in July; the first Monday in September; the second Monday in October; Veteran's Day; Thanksgiving Day, the day after Thanksgiving; one-half day before Christmas Day; Christmas Day, one half day before New Year's day and any other holiday declared by the Governor, the General Court or the Board of Selectmen.
14. **GROUP HEALTH AND LIFE INSURANCE.** The group health insurance plan and the group life insurance plan provided by the Town for its employees shall be available to Carroll.
15. **PROFESSIONAL DEVELOPMENT.** Carroll shall be permitted to attend courses, seminars, conferences and meetings, approved in advance by the Town Administrator, to develop her skills and abilities as Executive Assistant. The cost thereof shall be paid by the Town.
16. **REIMBURSEMENT FOR EXPENSES.** The Board shall reimburse Carroll for all expenses reasonably incurred by her in the performance of her duties. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at courses, seminars, conference and meetings which have been approved by the Town Administrator. Travel costs shall be reimbursed at the rate per miles paid to other Town Employees.
17. **PERFORMANCE EVALUATION.** The performance of Carroll may be evaluated in writing by the Town Administrator once a year during the term of this Agreement. She shall have the right to make a written response to such evaluation, and the written evaluation and the response shall be filed in her personnel file.
18. **LONGEVITY.** Carroll shall be entitled to longevity benefits as outlined in Article 16 "Personnel" in the Town's by-laws and will be paid in accordance of such by-law.
19. **TERMINATION.** This Agreement may be terminated during its term by:
  - a. Mutual agreement of the parties;
  - b. Retirement of Carroll;
  - c. Disability of Carroll that prevents the performance of her duties for a period of one hundred eight (180) days;
  - d. Death of Carroll;
  - e. Dismissal of Carroll for inefficiency, incapacity, conduct unbecoming an employee of the Town, insubordination or

other good cause. If any such dismissal is intended by the Town Administrator, Carroll shall be given thirty (30) days written notice thereof containing the cause or causes for the proposed dismissal. If she so requests, she shall be given a hearing before the Board at which he may be represented by Counsel, present evidence, and call witnesses to testify in her behalf.

20. **RENEWAL OF AGREEMENT.** This Agreement shall terminate at the end of said term of three (3) years unless it is extended for an additional term of a year or years by the Board. The Board/Town Administrator shall give Carroll written notice of at least sixty (60) days prior to the end of the term as to whether or not it desires to renew the Agreement. In the event Carroll is not interested in a renewal of the Agreement, she shall give the Board/Town Administrator written notice of such fact at least sixty (60) days prior to the end of the term.
21. **ENTIRE AGREEMENT.** This Agreement embodies the whole agreement between the Board and Carroll and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except by writing signed by the party against whom enforcement thereof is sought.
22. **INVALIDITY.** If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of the Agreement, but said remainder shall be binding and effective against all parties.

**IN WITNESS WHEREOF,** the parties have hereunto signed and sealed this Agreement in duplicate on the day and year first above written.

**BOARD OF SELECTMEN**

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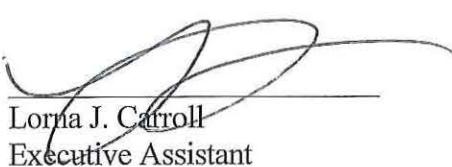
Anthony J. Kinahan, Chairman

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Meredith L. Anderson, Vice-Chairman

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Denise R. Reyes, Clerk



Lorna J. Carroll  
Executive Assistant

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT** made this 2nd day of March 2022, by and between the Town of West Bridgewater, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter referred to as the "Town", and David L. Gagne of Taunton, MA 02780, hereinafter referred to as "Gagne".

### **WITNESSETH:**

**WHEREAS**, the Board of Selectmen (hereinafter the "Board") voted unanimously on April 16, 2013 to appoint Gagne to the position of Town Administrator to the Board of Selectmen for the Town of West Bridgewater, and

**WHEREAS**, the Board and Gagne entered into a written contract of employment setting forth the terms and conditions of such employment for the term of July 1, 2014 and ending June 30, 2017; and

**WHEREAS**, the Board and Gagne entered into a written contract of employment setting forth the terms and conditions of such employment for the term of July 1, 2015 and ending June 30, 2018; and

**WHEREAS**, the Board and Gagne entered into a written contract of employment setting forth the terms and conditions of such employment for the term of July 1, 2016 and ending June 30, 2019; and

**WHEREAS**, the Board and Gagne entered into a written contract of employment setting forth the terms and conditions of such employment for the term of July 1, 2017 and ending June 30, 2020; and

**WHEREAS**, the Board and Gagne entered into a written contract of employment setting forth the terms and conditions of such employment for the term of July 1, 2018 and ending June 30, 2021; and

**WHEREAS**, the Board and Gagne entered into a written contract of employment setting forth the terms and conditions of such employment for the term of July 1, 2019 and ending June 30, 2022; and

**WHEREAS**, the Board and Gagne entered into a written contract of employment setting forth the terms and conditions of such employment for the term of July 1, 2020 and ending June 30, 2023; and

**WHEREAS**, the Board and Gagne entered into a written contract of employment setting forth the terms and conditions of such employment for the term of July 1, 2021 and ending June 30, 2024; and

**WHEREAS**, the Board and Gagne entered into a written contract of employment setting forth the terms and conditions of such employment for the term of July 1, 2022 and ending June 30, 2025; and

**WHEREAS**, the Board and Gagne now desire to enter into a new written three-year contract of employment setting forth the terms and conditions of such employment; and

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT.** The Town hereby employs Gagne, and he hereby accepts employment as Town Administrator to the Board of Selectmen.

2. **TERM.** The term of employment shall be a period of three (3) years, beginning on July 1, 2022 and ending on June 30, 2025, unless this Agreement is sooner terminated as herein provided for.

3. **COMPENSATION.** The Board and Gagne agree that for the first year of the contract, Gagne's annual salary rate as of July 1, 2022 shall be \$156,005 representing a two percent increase.

Effective salary for July 1, 2023 shall be \$159,125 representing a 2% increase.

Effective salary for July 1, 2024 shall be \$162,308 representing a 2% increase.

The annual salary shall be paid in equal bi-weekly installments on the same day as other employees of the Town are paid. The Board and Gagne will meet in accordance with the written Agreement prior to the expiration of the term of this Agreement.

4. **DUTIES.** Gagne shall perform faithfully, to the best of his ability, such duties and responsibilities as shall be assigned by the Board and including, without limitation, those set forth in the job description which is annexed hereto and incorporated herein by reference.

5. **HOURS OF WORK.** The basic workweek of Gagne shall be thirty-five (35) hours, scheduled on Monday through Friday. In addition to his basic workweek, Gagne shall attend all meetings of the Board, Town Meetings, meetings of the Board with the Finance Committee, and such meetings of other Boards or committees of the Town as the Board may direct or which are relevant to the performance of the duties of the position of Town Administrator. Gagne shall be granted compensatory time off during his basic workweek for all such additional hours worked by him except the hours he spends in attendance at Town Meetings.

6. **VACATION.** Gagne shall be entitled to twenty (20) working days of vacation with pay during each year of the term of this Agreement, exclusive of legal holidays. Gagne shall not take more than ten (10) days of vacation at any one time unless a longer period of time is agreed to by the Board. In the event that Gagne, through no fault of his own, is unable to take ten (10) days of vacation during any year of the contract, he shall be permitted to carry over such unused vacation days for use in the succeeding year of the contract. Gagne shall also be allowed, if he so chooses, to buy-back up to twenty (20) days of unused vacation days at the end of the completed year in which he earned said vacation days at the rate of pay he had been receiving during his completed year. Gagne shall be paid in a lump-sum for any unused vacation days he has to his credit at the time of the termination of his employment under this Agreement.

7. **SICK LEAVE.** Gagne shall be entitled to fifteen (15) days of sick leave with pay during each year of the term of this Agreement to be used when he is incapacitated for the performance of his duties by illness or injury. Sick leave which is not used shall accumulate and be available for use in succeeding years of the term of his employment, subject to a maximum accumulation of one hundred and twenty (120) days. In the event his employment is terminated by retirement in accordance with and under the provisions of the Plymouth County Retirement Association or by his death, he or his spouse or designated beneficiary, as the case may be, shall be paid in a lump-sum for the unused sick leave which has accumulated to his credit at the time of the termination of his employment up to 120 days.

8. **PERSONAL LEAVE DAYS.** Gagne shall be granted, at the discretion of the Board, three (3) personal leave days to attend to personal matters that cannot reasonably be attended to outside of his regular workday. Personal leave days shall not be granted, except in cases of emergency, on the day before or the day after a holiday or a vacation period, or on a day on which he is not in a pay status.

9. **BEREAVEMENT LEAVE.** Gagne shall be granted a leave of absence without loss of pay for a period not in excess of three (3) days in the event of a death in his immediate family. Immediate family shall include parent, spouse, child, grandchild, grandparent, sister, brother or any other member of his immediate household.

10. **JURY DUTY.** In the event Gagne is required to perform jury duty, he shall receive leave with pay for the duration of such duty. He shall be paid the difference between the jury duty pay, exclusive of mileage and expenses, and his regular compensation.

11. **UNPAID LEAVE.** Unpaid leave may be granted to Gagne by the Board for any period or periods of absence which are not covered by any paid leave provided for hereunder.

12. **HOLIDAYS.** Gagne shall be excused from work without loss of pay on the following holidays: The first day of January; Martin Luther King's Birthday; the third Monday in February; the third Monday in April; the last Monday in May; Juneteenth, the fourth day in July; the first Monday in September; the second Monday in October; Veteran's Day; Thanksgiving Day, the day after Thanksgiving; one-half day before Christmas Day; Christmas Day, one half day before New Year's day and any other holiday declared by the Governor, the General Court or the Board of Selectmen.

13. **GROUP HEALTH AND LIFE INSURANCE.** The group health insurance plan and the group life insurance plan provided by the Town for its employees shall be available to Gagne.

14. **PROFESSIONAL DEVELOPMENT.** Gagne shall be permitted to attend courses, seminars, conferences and meetings, approved in advance by the Board, to develop his skills and abilities as Town Administrator. He shall also be allowed to become a member of professional organizations and to subscribe to professional publications approved in advance by the Board. The cost thereof shall be paid by the Town.

15. **REIMBURSEMENT FOR EXPENSES.** The Board shall reimburse Gagne for all expenses reasonably incurred by him in the performance of his duties. Such expenses shall include, but shall not be limited to, attendance at courses, seminars, conferences and meetings which have been approved by the Board such as those sponsored by the MMA, MMPA, MMMA and SERSG. All such expenses may be reimbursed provided there are funds in the fiscal year's budget.

16. **PERFORMANCE EVALUATION.** The performance of Gagne may be evaluated in writing by the Board once a year during the term of this Agreement. He shall have the right to make a written response to such evaluation, and the written evaluation and the response shall be filed in his personnel file.

17. **LONGEVITY.** Gagne shall be entitled to longevity benefits as outlined in Article 16 "Personnel" in the Town's by-laws and will be paid in accordance of such by-law.

18. **TERMINATION.** This Agreement may be terminated during its term by:

- a. Mutual agreement of the parties;
- b. Retirement of Gagne;
- c. Disability of Gagne that prevents the performance of his duties for a period of one hundred eight (180) days;
- d. Death of Gagne;
- e. Dismissal of Gagne for inefficiency, incapacity, conduct unbecoming an employee of the Town, insubordination or other good cause. If any such dismissal is intended by the Board, Gagne shall be given thirty (30) days written notice thereof containing the cause or causes for the proposed dismissal. If he so requests, he shall be given a hearing before the Board at which he may be represented by Counsel, present evidence, and call witnesses to testify in his behalf.

19. **INDEMNIFICATION.** To the maximum extent permitted by G.L. C 258, the Town shall defend, save harmless and indemnify Gagne against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Gagne's duties as Town Administrator, even if said claim is brought/filed following his termination from employment, provided that at the time of the alleged act or omission Gagne was acting within the scope of his duties. Under these circumstances, the Town (and/or its insurer) may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon without recourse to Gagne.

In connection with those claims or suits involving Gagne in his professional capacity, the Town shall defend Gagne and/or shall retain and pay for an attorney to represent Gagne (including all fees and costs) in connection with same.

Should, subsequent to his service as Town Administrator, the Town call or summons Gagne to provide information about or testify as to actions that took place during his tenure as Town Administrator, Gagne agrees that, if requested in writing by the Board, he will cooperate. The Town agrees to reimburse him for his reasonable per diem expenses associated with such testimony and cooperation.

20. **RENEWAL OF AGREEMENT.** This Agreement shall terminate at the end of said term of one (3) years unless it is extended for an additional term of a year or years by the Board. The Board shall give Gagne written notice of at least sixty (60) days prior to the end of the term as to whether or not it desires to renew the Agreement. In the event Gagne is not interested in a renewal of the Agreement, he shall give the Board written notice of such fact at least sixty (60) days prior to the end of the term.

21. **ENTIRE AGREEMENT.** This Agreement embodies the whole agreement between the Board and Gagne and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except by writing signed by the party against whom enforcement thereof is sought.

22. **INVALIDITY.** If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of the Agreement, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in duplicate on the day and year first above written.

BOARD OF SELECTMEN

By: \_\_\_\_\_ Anthony J. Kinahan, Chairman  
\_\_\_\_\_ Meredith L. Anderson, Vice-Chairman  
\_\_\_\_\_ Denise R. Reyes, Clerk

  
David L. Gagne  
Town Administrator



## Office of the Town Administrator

Town Hall  
65 North Main Street  
West Bridgewater, MA 02379  
508-894-1267

### Dress Code Policy

#### Employees Covered By This Policy:

All employees who work in the Town Hall, Council on Aging Office Staff, Library; Secretarial Staff in the Police Department, Fire Department, DPW and Water.

The Town of West Bridgewater is a professional organization serving the public. In addition to providing excellent service to the public, it is important that we all present a professional image to those we serve.

Employee's attire and appearance must be professional, neat and clean and are expected to dress in business casual attire. Business casual attire *does not include*: jeans (with the exception of Fridays, inclement weather-snow or scheduled Town Hall half days before a holiday). Shorts, undershirts or tee shirts, any clothing that bears the midriff, athlete pants (e.g. sweatpants, yoga pants, windbreaker pants), flip-flops, sneakers, or other clothing not appropriate for office wear. Employees who regularly work in the field may wear jeans and vary from the above standards, but should nonetheless strive to present themselves appropriately given their working environment on a given day.

This policy will be enforced by the Human Resource Director, failure to comply with the above policy may result in disciplinary action.

**Voted on and adopted at the Board of Selectmen meeting of March 2, 2022.**

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Anthony J. Kinahan, Chairman

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Meredith L. Anderson, Vice-Chairman

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Denise R. Reyes, Clerk

Dear Mr. Benjamin Smith,

I am writing to give my formal notification that I am resigning from my position as Access Coordinator with West Bridgewater Community Access Media (WB-CAM). My last day will be Monday, February 28th, 2022.

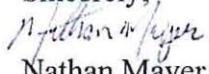
I have recently received an offer to be a full-time access coordinator with another public access organization.

Thank you so much for the opportunity to work in this position for the past 2 years and 8 months. I have greatly enjoyed and appreciated the opportunities I have had to serve the West Bridgewater community to the best of my ability and I have learned so much on what it takes to shoot, edit and air different activities and events from your direction, all of which I will take with me to the next step in my career and beyond.

I will do everything possible to wrap up any duties and projects before my departure.

I wish WB-CAM continued success under your leadership and I hope to stay in touch in the future.

Sincerely,



Nathan Mayer



## TOWN OF WEST BRIDGEWATER

### BOARD OF ASSESSORS

To: Honorable Board of Selectmen  
From: Board of Assessors  
Re: Promotion of Daniela Nilsson  
Date: February 17, 2022



At its meeting of February 16, 2022, the Board of Assessors voted unanimously to request the support of the Board of Selectmen regarding its decision to promote Principal Assessing Secretary, Daniela Nilsson, to Head Administrative Assessing Secretary effective April 11, 2022.

We have attached for your review a copy of APPENDIX C – JOB DESCRIPTION FOR HEAD ADMINISTRATIVE SECRETARY as published in the AGREEMENT BETWEEN [the] TOWN OF WEST BRIDGEWATER AND [the] SOUTHEASTERN PUBLIC EMPLOYEES ASSOCIATION (SECRETARIAL EMPLOYEES) [dated] JULY 1, 2020 – JUNE 30, 2023. Clearly Ms. Nilsson meets all of the duties and responsibilities listed in this job description. The Board focused on Item #1 (supervisory capacity over another employee) in particular as the distinguishing characteristic, among all others, in support of its decision to promote Ms. Nilsson.

We think you will agree that Ms. Nilsson has demonstrated a high degree of proficiency and commitment to the Board of Assessors and has seamlessly adapted to the changing demands and needs of this office. We are confident that Ms. Nilsson will continue to be an asset to this office and to our Board, and feel strongly about our decision that this promotion is in order.

We have reviewed our budget and have determined that there are adequate funds available to support this reclassification beginning April 11<sup>th</sup>.

We look forward to your prompt response. Should you have any questions please do not hesitate to ask.

FOR THE BOARD OF ASSESSORS

  
Cheryl A. Smith,  
Chairwoman

## APPENDIX C

### JOB DESCRIPTION FOR HEAD ADMINISTRATIVE SECRETARY

HEAD ADMINISTRATIVE SECRETARY Duties and Responsibilities: (list all that apply for the specific department(s)'s, position will be responsible to.) Such duties should include:

1. reference to the position's supervision over certain duties within the department for which the employee will be reporting;
2. employee will need to have a complete knowledge of the operations in the department;
3. be capable of organizing and overseeing the operations for which the position is responsible;
4. interact well with the department head and/or Board/Commission members for which the employee is working.
5. interact well with the public in assisting them through whatever processes that office is in charge of.
6. maintains all records of these transactions
7. strong organizational skills
8. advanced computer knowledge
9. ability to perform detailed work accurately with dispatch and within strict deadlines.
10. ability to communicate effectively both verbally and in writing.
11. be able to establish positive public relations for the Town, departments and/or divisions;
12. ability to interact effectively and positively with a wide variety of people.
13. ability to identify and analyze complex issues and to develop appropriate recommendations to the supervisor regarding same.



Office of the Assistant Town  
Administrator/HR Director

Town Hall  
65 North Main Street  
West Bridgewater, MA 02379  
508-894-1267  
Fax: 508-894-1269

## MEMORANDUM

TO: Honorable Board of Selectmen

FROM: Linda A. Torres, Assistant Town Administrator/HR Director *L.A.T.*

DATE: March 2, 2022

RE: Promotion of Daniela Nilsson

My office is in receipt of a letter from the Board of Assessors requesting the support of the Board of Selectmen regarding the promotion of Principal Assessing Secretary, Daniela Nilsson, to Head Administrative Secretary effective April 11, 2022.

While the Assessors state they have reviewed their budget and determined they have adequate funds available for the current Fiscal Year to support this reclassification beginning April 11<sup>th</sup>, I recommend to the Board that action on this reclassification not be taken until funding is approved at the Annual Town Meeting on May 9, 2022.

Should you have any questions please feel free to contact me.

Section 1. Application. A. A Personnel By-Law is hereby established for the Town. The provisions of this by-law, except as is otherwise provided herein, shall apply to all employees of the Town, except employees under the direction and control of the School Committee, ~~employees governed by collective bargaining agreements, and employees with separate employment contracts where these provisions are regulated.~~ All other employees, whether covered under a Collective Bargaining Agreement, or those with an individual employment contract, must meet the standards set forth in this By-Law.

B. Benefits provided to employees may differentiate from this by-law with the approval of the Board, pursuant to the authority set forth in Section 2, Subsection "d" of this By-Law.

C. All Collective Bargaining Agreements and individual employment contracts shall be subject to ratification of the Board, pursuant to the authority set forth in Section 2, Subsection "d" of this By-Law.

D. Nothing contained herein shall be construed to conflict with the provisions of Chapter 31 and Chapter 150E of the General Laws and any rules and regulations promulgated thereunder.

Section 7. Ad Hoc Committees. The Council may establish ad hoc committees. Each member of the Council shall serve on at least one ad hoc committee.

Section 8. Policies and Procedures. The Council On Aging Board of Directors may develop its own set of operational Policies and Procedures which shall take effect upon approval of a majority of the Board so voted at any regular meeting.

## ARTICLE 16 PERSONNEL

Section 1. Application. A Personnel By-Law is hereby established for the Town. The provisions of this by-law, except as is otherwise provided herein, shall apply to all employees of the Town, except employees under the direction and control of the School Committee, employees governed by collective bargaining agreements, and employees with separate employment contracts where these provisions are regulated. Nothing contained herein shall be construed to conflict with the provisions of Chapter 31 and Chapter 150E of the General Laws and any rules and regulations promulgated thereunder.

Section 2. Definitions. As used in this by-law, unless otherwise expressly provided or unless a different construction is clearly required by the context or by the provisions of the General Laws, the following words and phrases shall have the following meanings:

- a. Town - Town of West Bridgewater.
- b. Administrative Authority – The elected official or board or the appointed official having jurisdiction over a function or activity.
- c. Benefit eligible employee – An employee who works a regularly scheduled workweek of no less than twenty (20) hours or more a week.
- d. Board – The Board of Selectmen who shall be the enforcement authority of this by-law.
- e. Department – Any department, board, committee, commission, or other agency of the Town employing persons who are subject to this by-law.
- f. Seasonal employees – A seasonal employee is one who is employed in a position which is filled only on a seasonal basis.
- g. Continuous employment – Full-time or part-time employment which is uninterrupted, except for absences on military leave, vacation leave, sick leave, court leave and other authorized leaves of absence provided for herein.

Minutes of the Board of Selectmen Meeting of Wednesday, November 17, 2021. Present were Anthony J. Kinahan, Chairman; Meredith L. Anderson, Vice Chairman; and Denise R. Reyes, Clerk. Also present was David L. Gagne, Town Administrator. The meeting convened at 6:30 p.m. in the Eldon F. Moreira Board of Selectmen Meeting Room.

Also Present:

Brian Forrester, Sunny Side Café  
Laura Williams, Library trustees  
David Church, Library Trustees  
Scott Ames, Library Trustees  
Deborah Lancaster, Library Trustees  
Christopher Lawrence, 28 Victorian Way  
Steve McCarthy, Chairman, Board of Assessors  
Paula Bunker, Board of Assessors  
John Donahue, Principal Assessor  
Marcial Lobaza, National Grid  
Thomas Houghton, Nation Grid  
Jim Noyes, Town Engineer  
Dave Raleigh, 448 West Center Street  
Harry Raleigh, 448 West Center Street  
Marilyn Raleigh, 448 West Center Street  
Ruth Beauchamp, 17 Lincoln Street  
Christine Altieri, 398 East Street  
William Mead, 440 West Center Street  
Rob Petrie, 432 West Center Street  
Kristine Roberts, 3 Southgate Ave

Chairman Kinahan called the meeting to order at 6:30 p.m.

Chairman Kinahan stated that the meeting would be recorded and that some or all parts of the meeting may be used by our local access company to be shown on local access along with internet feeds and clips which may be used separately from the video of the entire meeting. A full recording of the meeting will be posted on the West Bridgewater Community Access Video On Demand website at <https://wb-cam.org/vod/>.

The Board led the Pledge of Allegiance.

Chairman Kinahan stated first on the agenda is an application for the transfer of the Common Victualler License from Konstantinos Bokas dba Sunny Side Café to Brian Forrester dba Sunny Side Café located at 150 West Center Street.

Mr. Forrester introduced himself and stated everything will remain the same other than the business being transferred to him from the current owner.

Ms. Anderson **MOVED** to approve the transfer of the Common Victualler license for Sunny Side Café, as presented, Ms. Reyes seconded, and so voted unanimously.

Mr. Forrester thanked the Board and exited the meeting room.

Chairman Kinahan stated next on the agenda was approving the meeting minutes of September 15, 2021.

Ms. Anderson **MOVED** to approve the meeting minutes of September 15, 2021, Ms. Reyes seconded, and so voted unanimously.

Chairman Kinahan stated next on the agenda was accepting the meeting minutes of October 6, 2021 for review.

Ms. Anderson **MOVED** to accept the meeting minutes of October 6, 2021 for review, Ms. Reyes seconded, and so voted unanimously.

Chairman Kinahan stated next on the agenda was voting to appoint Carol Ashton, a current alternate member on the Conservation Commission, as a full member filling the current vacancy.

Ms. Anderson **MOVED** to appoint Ms. Ashton as a full member of the Conservation Commission, Ms. Reyes seconded, and so voted unanimously.

Chairman Kinahan stated next on the agenda was voting on Kenneth Aveiro's Vacation Carry Over request.

Ms. Anderson **MOVED** to approve Mr. Aveiro's request to carry over five vacation days, Ms. Reyes seconded, and so voted unanimously.

Chairman Kinahan stated next on the agenda was reviewing the proposed schedule of meetings and important dates for the first half of calendar year 2022.

Ms. Anderson stated she may have a conflict with the proposed April 20<sup>th</sup> meeting date, but could coordinate to participate remotely.

Chairman Kinahan stated all dates are tentative and the Board can vote on changing a date as it approaches.

Ms. Anderson **MOVED** to approve the calendar for the first half of 2022, all dates subject to change, Ms. Reyes seconded, and so voted unanimously.

Chairman Kinahan stated next on the agenda was the joint meeting with the Library Trustees in regards to appointing a new Trustee.

At 6:36 p.m. Mr. Church called the Library Trustees meeting to order.

Mr. Church stated there has been a vacancy and Chris Lawrence expressed interest in joining the Trustees.

Mr. Lawrence introduced himself and stated he is a resident in Town and eager to serve the community.

Mr. Church **MOVED** to appoint Mr. Lawrence as a Library Trustee, Mr. Ames seconded, and the Library Trustees so voted unanimously.

Ms. Anderson **MOVED** to appoint Mr. Lawrence as a Library Trustee, Ms. Reyes seconded, and Board of Selectmen so voted unanimously.

The Board thanked former Library Trustee Marian Goode for her years of dedicated service.

At 6:38 p.m. Mr. Church **MOVED** to adjourn the meeting of the Library Trustees, Mr. Ames seconded, and so voted unanimously.

The Library Trustees, Ms. Williams and Mr. Lawrence exited the meeting room.

Chairman Kinahan stated next on the agenda was the Zoning Board of Appeals Site Plan Review Special Permit Request for a proposed six dog commercial kennel located at 2 Goldie Road.

Ms. Reyes stated she was not in favor of a commercial business in a residential area. Ms. Reyes would like to request that the Zoning Board of Appeals require proper noise control, lighting control and limited hours of operation.

Ms. Anderson stated she was not against a commercial business going into a residential area as long as they are being respectful to the neighbors.

Ms. Reyes **MOVED** to forward the following requests to the Zoning Board of Appeals: proper noise and lighting mitigation, as to not to disturb the neighbors, and operations must remain respectful of residential neighbors; Ms. Anderson seconded, and so voted unanimously.

Chairman Kinahan stated next on the agenda was the Zoning Board of Appeals Site Plan Review Special Permit request for a proposed Mobile Fish Food Trailer located at 221 West Center Street.

Mr. Gagne stated the applicant's intentions are to have a mobile trailer where he sells prepared and unprepared seafood items. Mr. Gagne stated the trailer would be located at Hockomock Plaza and utilize a few paved parking spots. Mr. Gagne stated the applicant would like to have a small picnic area in the future, as well. Mr. Gagne stated if approved, the applicant would have to apply for a food handler's permit through the Board of Health Office and potentially, a Common Victualler License through the Selectmen's Office. Mr. Gagne stated Conservation Agent, John Delano, reviewed the application and forwarded several matters of concern to be considered by the Zoning Board of Appeals. Mr. Gagne recommended that the Board of Selectmen support and forward Mr. Delano's concerns to the Zoning Board of Appeals.

Ms. Anderson **MOVED** to forward the Conservation Agent's concerns to the Zoning Board of Appeals for consideration and implementation regarding the Mobile Fish Trailer Special Permit request, Ms. Reyes seconded, and so voted unanimously.

Chairman Kinahan stated next on the agenda was the Public Hearing to consider the joint petition of Massachusetts Electric Company and Verizon New England, Inc.: Plan No. 30341988 to relocate thirteen poles and OH wire on West Center Street, Lincoln Street and Crescent Street and to install three new poles on Crescent Street and Lincoln Street.

Chairman Kinahan read the Public Hearing notice into the record.

At 6:50 p.m. Ms. Anderson **MOVED** to open the Public Hearing, Ms. Reyes seconded, and so voted unanimously.

Thomas Houghton, National Grid Engineer, introduced himself and explained that due to the realignment of Lincoln Street and Crescent Street, National Grid needs to relocate thirteen poles and install three new poles along West Center Street.

There were several residents from West Center Street expressing concerns regarding the taking of some of their frontage for the relocation of certain poles and recommended underground wires be installed.

Mr. Houghton explained that National Grid is doing the relocation and installation for a paying customer and not on their own accord. Mr. Houghton explained that underground wiring would double the cost and the longevity and reliability of above ground wiring far exceeds that of underground wiring.

Town Engineer, Jim Noyes, stated the pole relocation sites and measurements noted on the documents included in the meeting packet are general estimates. Mr. Noyes said the particulars are being worked out and they may be moved a foot or two in either direction based on the estimated locations but should be the general area of installation.

At 7:29 p.m. Ms. Anderson **MOVED** to close the Public Hearing, Ms. Reyes seconded, and so voted unanimously.

Ms. Anderson **MOVED** to approve joint petition of Massachusetts Electric Company and Verizon New England, Inc.: Plan No. 30341988 to relocate thirteen poles and OH wire on West Center Street, Lincoln Street and Crescent Street and to install three new poles on Crescent Street and Lincoln Street, Ms. Reyes seconded, and so voted unanimously.

Chairman Kinahan stated next on the agenda was the Hearing to Consider the Local Tax Property Factor for Fiscal Year 2022.

Chairman Kinahan read the Public Hearing notice into the record.

At 7:31 p.m. Ms. Anderson **MOVED** to open the Public Hearing, Ms. Reyes seconded, and so voted unanimously.

Mr. McCarthy presented the FY 2022 Tax Classification data.

Ms. Anderson asked if the Board of Assessors have met, reviewed and voted on the numbers presented.

Mr. McCarthy stated the State has approved the figures in the presentation, and once the figures are compiled and approved by the DOR there is nothing the Board of Assessors can do to change those figures. Mr. McCarthy stated therefore, there is no need for the Board of Assessors to officially meet and vote on the figures.

Ms. Donahue stated before he submits the figure to the DOR for approval the Board of Assessors review and sign off on them.

Ms. Anderson stated she was uncomfortable with the process and **MOVED** to continue the hearing until , after the Board of Assessors have officially met to review and vote on the figures presented, Ms. Reyes seconded, and so voted; two in favor, one opposed.

Board of Assessors member, Ms. Bunker stated typically the Assessors do meet and review the packet presented and are able to ask questions for further clarification; however, whether they meet or not does not change the information in the packet, as the DOR approves it. Ms. Bunker stated when the Assessors meet it is more of an informational meeting. Ms. Bunker stated she did have some concerns but understands it is all fill in the blank information vetted by the State.

Ms. Reyes stated she would like to rescind her vote to post pone the hearing. Ms. Reyes stated, after hearing from another member of the Board of Assessors regarding their typical process for considering the presented information, she is more comfortable with moving forward with the hearing as scheduled.

Mr. Gagne stated the original motion to postpone the Public Hearing was not a valid motion due to it not including a set date and time for continuation. Mr. Gagne stated since the vote was invalid, and Ms. Reyes has now changed her mind in regards to continuing the hearing, the Board is free to continue with the Public hearing or make a valid motion to postpone.

Ms. Anderson **MOVED** to postpone the Public Hearing until December 1, 2021 at 6:30 p.m. There was no second, and the motion died.

Mr. McCarthy continued presenting the FY 2022 Tax Classification Hearing packet.

Ms. Reyes **MOVED** to set the FY 2022 Tax Rate at a 1.44 split, Ms. Reyes seconded, and so voted unanimously.

At 8:09 p.m. Ms. Anderson **MOVED** to close the Public Hearing, Ms. Reyes seconded, and so voted unanimously.

Mr. McCarthy and Mr. Donahue exited the meeting room.

Chairman Kinahan stated next on the agenda was awarding the Fire Department keyless entry installation to Galaxy Integrated Technologies, Inc.

Mr. Gagne stated it would be similar to the keyless entry system at Town Hall and CARES Act funding would be used to cover the initial cost.

Ms. Anderson **MOVED** to award the Fire Department keyless entry installation contract to Galaxy Integrated Technologies, Inc., Ms. Reyes seconded, and so voted unanimously.

Chairman Kinahan stated next on the agenda was voting on the Town's Right of First Refusal regarding a 61A land use notice of intent to convert for 223 Matfield Street, Map 26 Lot 147.

Mr. Gagne stated a local family is looking to sell off a portion of their land. Mr. Gagne stated the land would be sold as an undeveloped lot. Mr. Gagne stated the proposal has been reviewed by the Planning Board, Zoning Board of Appeals, and the Conservation Commission, and they all recommend that the Board vote to not exercise their first right of refusal.

Mr. Anderson **MOVED** to not exercise the Town's first right of refusal, Ms. Reyes seconded, and so voted unanimously.

Chairman Kinahan opened the Public Comment period at 8:13 p.m.

Chairman Kinahan stated next on the agenda was the Town Administrator's Report.

Mr. Gagne stated an overview regarding calendar year 2021 Senior Tax Work Off program was included in the meeting packet.

Mr. Gagne stated on August 3, 2021 there was a road safety audit conducted of Manley Street and West Street. Mr. Gagne stated there were several upgrades discussed, all ranging in price. Mr. Gagne stated the road safety audit will remain on file if the Town ever wanted to explore roadway improvements for that area.

Mr. Gagne stated next on his report was a PFAS update. Mr. Gagne stated Water Superintendent, Wayne Parks, forwarded some numbers noting that Stations 1, 2 and 4 are all 10 ng/l and require no further testing. Mr. Gagne stated Station 3 was 22.4 ng/l which exceeds the MCL (Maximum Contaminant Level) and Mr. Parks was awaiting direction from MassDEP. Mr. Gagne stated Representative Dubois petitioned the House for \$350K and was able to secure \$100K in funding for the Town to use for PFAS mitigation. Mr. Gagne stated he forwarded the \$350K request to Senator Timilty and he was waiting to hear back from the Senate as to whether or not it has been approved on their end. Mr. Gagne stated it is his understanding that the Senate and House have an informal agreement that as long as money is available, they would approve the higher amount if both the House and the Senate pass the request. Mr. Gagne stated if the funding is approved, the Water Department will use it to fund their collaboration with Taft and Howard on installing a carbon filtration system estimated to cost \$365k. Mr. Gagne hopes the bulk of that cost will be covered by State funds, but if not himself and the Water Commissioners will come before the Board and request to cover the remaining cost with the ARPA funds that were previously earmarked by the Selectmen for a Water Treatment Facility.

Mr. Gagne stated the traffic signals at the Howard Street/Route 106 intersection are now up and running. Mr. Gagne thanked the DPW Department for working diligently in getting the intersection paved and striped.

Mr. Gagne stated lastly he approved a request from the Girl Scouts to use the Town Hall parking lot to sell baked goods to raise money for the local food pantry.

At 8:18 p.m. Chairman Kinahan stated the following "I would entertain a motion to enter into Executive Session, not to return to Open Session, to discuss strategy with respect to litigation, specifically, the National Opioid Lawsuit the Town is a party to, since in my opinion as Chair, strategizing in Open Session would be detrimental on the bargaining position of the Town."

**ROLL CALL VOTE: Chairman Kinahan, yes; Ms. Anderson, yes; Ms. Reyes, yes.**

Open Session adjourned at 8:18 p.m.

---

Denise R. Reyes, Clerk

*List of Documents included in the November 17, 2021 meeting packet:*

- *Common Victualler License Transfer Application for Sunny Side Café*
  - *Restaurant Layout/Parking Plan*
  - *Serve Safe Certificate*
  - *Menu*
- *Marian Goode Resignation letter*
  - *Letter of Interest from Christopher Lawrence*
- *Public Hearing Notice for Pole Installation/Relocation*
  - *Letter from National Grid re: Petition for Joint Pole Relocation*
    - *Petitions for Joint Pole Relocation*
- *Public Hearing notice for Tax Classification*
  - *Fiscal Year 2022 Tax Classification Hearing Packet*
- *September 15, 2021 Meeting Minutes*
- *October 6, 2021 Meeting Minutes*
- *Letter from John Delano re: Conservation Commission Appointment*
- *Kenneth Aveiro Vacation Carry Over*
- *Schedule of Meeting and Important Dates for the First Half of Calendar Year 2022*
- *Galaxy Integrated Technologies, Inc. Quote for Keyless Entry System at Fire Department*
- *2 Goldie Road – Proposed Six Dog Commercial Kennel – Special Permit Request*
  - *Zoning Board of Appeals Application for Hearing*
  - *Project Narrative*
  - *Pictures of Set up*
- *221 West Center Street (map 45, lot 32) – Special Permit – Zoning Board of Appeals – Food Trailer – that will specialize in the sale of fresh seafood, both prepared for consumption and for purchase*
  - *Project Narrative*
  - *Pictures of Food Trailer*
  - *Zoning Board of Appeals Application for Hearing*
  - *Memo from West Bridgewater Conservation Commission Re: Site Plan Review/Special Permit- Andrew Poce – Mobile Fish Trailer 221 West Center Street*
- *Notice of Intent to sell – 223 Matfield Street*
  - *Standard Purchase and Sale Agreement*
  - *Review letter from Conservation Commission*
  - *Review letter from Board of Assessors*
  - *Review letter from Planning Board*
  - *Map of Parcel*
- *Letter from Council on Aging re: Calendar year 2021 Senior Tax Work Off Program*
- *Manley Street at West Street Road Safety Audit*
- *Email from Water Superintendent re: PFAS Update*
- *Girl Scouts request to use Town Hall Parking Lot for Baked Goods Sales Fundraiser*

Minutes of the Board of Selectmen Meeting of Wednesday, December 1, 2021. Present were Anthony J. Kinahan, Chairman; Meredith L. Anderson, Vice Chairman; and Denise R. Reyes, Clerk. Also present was David L. Gagne, Town Administrator. The meeting convened at 6:30 p.m. in the Eldon F. Moreira Board of Selectmen Meeting Room.

Also Present:

Randolph Kazazian, V.P. of Real Estate, Henley Enterprises Inc.

David Vieira, Henley Enterprises Inc.

Thomas Snell, Water Commissioner

Arthur Cabral, Water Commissioner

Chairman Kinahan called the meeting to order at 6:31 p.m.

Chairman Kinahan stated that the meeting would be recorded and that some or all parts of the meeting may be used by our local access company to be shown on local access along with internet feeds and clips which may be used separately from the video of the entire meeting. A full recording of the meeting will be posted on the West Bridgewater Community Access Video On Demand website at <https://wb-cam.org/vod/>.

The Board led the Pledge of Allegiance.

Chairman Kinahan stated first on the agenda was an application for a Garage Repair License for Henley Enterprises, Inc. dba Valvoline Instant Oil Change located at 402 West Center Street. Chairman Kinahan stated the applicant submitted a redacted lease and he wanted to ensure that was not an issue with the rest of the Board.

Mr. Gagne stated typically applicants submit full leases with no redactions. Mr. Gagne stated there is no end date noted on the lease. Mr. Gagne stated the Board makes the ultimate decision and he wanted them to have as much information to consider as possible.

Mr. Kazazian stated from a competitive stand point, they tend to keep lease terms private.

Chairman Kinahan stated he would like to at least have the lease end date on file so the Board does not consider licensing a business that is not legally authorized to occupy a certain premise.

Mr. Kazazian stated he would draft a letter noting the terms of the lease, signed by both the tenant and landlord, and file it with the Selectmen's office.

Mr. Gagne stated the premise is still undergoing final inspections. Mr. Gagne requested that the Board make their vote subject to final inspections and final documentation.

Ms. Reyes stated that the Board may accept the letter this year but in years moving forward the renewal may come before a Board made up of different members. Ms. Reyes stated Valvoline has a year to work through this issue and must be prepared to possibly provide a non-redacted lease with their renewal application moving forward.

Ms. Reyes **MOVED** to approve the Garage Repair License request subject to receiving a letter, signed by both parties, noting the lease terms to include a start and end date, and subject to final inspection; Ms. Anderson seconded, and so voted unanimously.

Chairman Kinahan stated next on the agenda was voting to waive the Lincoln Street Moratorium. Chairman Kinahan stated the Water Department is looking to negotiate an agreement with the contractor to extend piping down Lincoln Street and in turn, the Town will lift the moratorium on Lincoln Street allowing the project to commence, hopefully earlier than planned.

Mr. Cabral stated the plans that were originally submitted noted new piping running along Lincoln Street in its entirety. Mr. Cabral stated the updated plans noted only new piping around the proposed warehouse property, which he believes was to avoid dealing with the moratorium on Lincoln Street, requiring them to re-pave Lincoln Street.

Ms. Reyes stated it is her understanding that the contractor is hesitant to come to any sort of agreement due to the fact that the Water Department has been with holding estimates related to connection costs.

Mr. Cabral stated their intent was to negotiate the cost per extension of the main line. Mr. Cabral stated they did not want to set a cost without having the pipe extension noted in the plan. Mr. Cabral stated it is his understanding that the contractor's reasoning for not revising the plans was the moratorium.

Ms. Anderson **MOVED** to waive the moratorium on Lincoln Street, Ms. Reyes seconded, and so voted unanimously.

Ms. Reyes stated the Board had previously asked for weekly PFAS updates and have not been receiving them. Ms. Reyes requested that Mr. Cabral see that the Water Department forwards updates to the Board each week.

The Board thanked Mr. Snell and Mr. Cabral for joining the meeting and they exited the meeting room at 6:59 p.m.

Chairman Kinahan stated next on the agenda was approving the meeting minutes of October 6, 2021.

Ms. Anderson **MOVED** to approve the meeting minutes of October 6, 2021, Ms. Reyes seconded, and so voted unanimously.

Chairman Kinahan stated next on the agenda was voting on Annual Entertainment, Public Amusement, Class I, II and III, Garage Repair and Common Victualler License Renewals.

Ms. Anderson **MOVED** to approve the Annual Entertainment, Public Amusement, Class I, II and III, Garage Repair and Common Victualler License Renewals as presented, subject to all final inspections and documentation, Ms. Reyes seconded, and so voted unanimously.

Chairman Kinahan stated next on the agenda was voting on the Annual Liquor License Renewals.

Ms. Anderson **MOVED** to approve the Annual Liquor License Renewals as presented, subject to final inspections and documentation, Ms. Reyes seconded, and so voted unanimously.

Chairman Kinahan stated next on the agenda was voting on the ABCC seasonal population increase estimation. Chairman Kinahan stated West Bridgewater does not have any seasonal population increase to report.

Ms. Anderson **MOVED** to approve the ABCC seasonal population increase estimation as presented, Ms. Reyes seconded and so voted unanimously.

Chairman Kinahan stated next on the agenda was voting on the Board of Selectmen's FY23 Budget Message.

Ms. Reyes **MOVED** to request level services budgets for FY23, requiring full documentation and reasoning for additional budget requests, Ms. Anderson seconded, and so voted unanimously.

Chairman Kinahan stated next on the agenda was voting on Karen Lavin's Vacation Carry Over Request.

Ms. Reyes **MOVED** to approve Karen Lavin's request to carry over 1.5 vacation days, Ms. Anderson seconded, and so voted unanimously.

Chairman Kinahan stated next on the agenda is discussing/changing the December 15, 2022 Board of Selectmen Meeting date. Chairman Kinahan stated there is not much projected for that agenda. Chairman Kinahan stated Ms. Reyes will be out of Town that night but would be open to participating remotely if necessary. Chairman Kinahan requested that the Board give him the discretion to cancel the meeting if there are no pressing matters that need to be addressed.

Ms. Reyes **MOVED** to rely on Chairman Kinahan's discretion in regards to holding or cancelling the December 15<sup>th</sup> Board of Selectmen meeting, Ms. Anderson seconded, and so voted unanimously.

Chairman Kinahan opened the public comment period at 7:11 p.m.

Chairman Kinahan stated next on the agenda is the Town Administrator's report.

Mr. Gagne stated despite the Board requesting weekly PFAS updates from the Water Department, they have not been providing consistent updates. Mr. Gagne stated he submitted a request to the Senator's Office for funding to help mitigate PFAS. Mr. Gagne stated the Senate was in session but went on recess before voting on any amendments. Mr. Gagne stated the Senate should consider the request when they are back in session.

Mr. Gagne stated lastly Christmas and New Year's fall on Saturdays this year and will impact Town Hall's Thursday and Friday hours for those specific weeks.

At 7:12 p.m. Ms. Anderson **MOVED** to adjourn, Ms. Reyes seconded, and so voted unanimously.

The meeting adjourned at 7:12 p.m.

---

Denise R. Reyes, Clerk

Respectfully submitted by Lorna J. Carroll, Confidential Secretary.

*List of Documents Included in the December 1, 2021 Meeting Packet:*

- *Valvoline's Garage Repair License Application*
- *Letter from the Water Commissioners RE: Lincoln Street Moratorium*
  - *Over All Site Layout*
  - *West Center Street Layout*
  - *Emails between DeBartolo Development LLC. and Water Superintendent*
- *Meeting Minutes of October 6, 2021*
- *Memo RE: Annual Renewals for Entertainment, Public Amusement, Class I, II and III Dealers, Garage Repair, and Common Victualler Licenses*
  - *List of Licensed Establishments*
- *Memo RE: Annual Liquor License Renewals*
- *ABCC 2022 Seasonal Population Increase Estimation Form*
- *Karen Lavin's Vacation Carry Over Request*
- *Memo RE: Weekly PFAS Updates*
- *Holiday Hours*



# Town of West Bridgewater

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## Building Department

65 North Main Street

West Bridgewater, MA. 02379

Tel: 508-894-1207

Fax: 508-894-8111

Michael E. White, C.B.O.

Building Commissioner

Zoning Enforcement Officer

[mwhite@wbridgewater.com](mailto:mwhite@wbridgewater.com)

February 11, 2022

Sarvan Shirzadov  
24 Indian Road  
Groton, MA. 01450  
774-444-5557



RE: 181 South Main Street - West Bridgewater MA 02379 – SPECIAL PERMIT & SITE PLAN FOR PROPOSED "S & D Auto Sales Inc. - Class II car sales and repair garage "Proposed 55 cars on display outside for sale and 16 cars on display inside the showroom for sale. (total of 71 cars on display –for sale)

To whom it concerns,

After reviewing the applicable provisions of the Town of West Bridgewater's Zoning By-laws, we conclude the following:

- 1) The subject location (181 South Main Street) is located in the Business Zoning District and subject to our Table of Use Regulations section 4.4. Retail Business & Consumer Services # 14 Motor vehicles sales & repair facilities, including, painting, storing or washing of vehicles. This is allowed by Special Permit via the Zoning Board of Appeals. This will also trigger site plan review per section 7.2 of the Towns zoning by-laws.
- 2) The subject location (181 South Main Street) is NOT in the Water Resource protection district and NOT subject to those regulations.
- 3) The Proposed Class II car dealership / Repair garage will be required to obtain a Special Permit with Site Plan Review from the Zoning Board of Appeals.

You have the right to appeal my decision within thirty days of receipt of this letter to the West Bridgewater Zoning Board of Appeals.

Sincerely,

Michael White, CBO  
Building Commissioner  
Zoning Enforcement Officer

## MASSACHUSETTS BOARD OF APPEALS

APPLICATION FOR HEARING

DATE: 1/18/22RECEIVED  
JAN 18 AM 8:27  
2022  
BRIDGEWATER, MA

Name of Applicant or Appellant: SARVAN SHIRZADOV

Address: 24 INDIAN RD  
GROTON MA 01450

Phone Number: 774 444 5557

Location of Property: 181 SOUTH MAIN ST.  
WEST BRIDGEWATER MA 02379

Applicant is prospective buyer (owner, tenant, licensee, prospective purchaser)

Nature of application or appeal:

Automobile CLASS II Dealership  
and Auto repair.404 - Retail Business + Consumer ServicesApplicable Section of Building, Zoning Bylaw #14 Motor vehicleDate of Denial: Sales + repair facilities, including, painting,  
storing or washing of vehicles

Building Inspector \_\_\_\_\_

Planning Board \_\_\_\_\_

Zoning Administrator \_\_\_\_\_

I hereby request a hearing before the Permit or Special Permit Granting Authority with reference to the above noted application or appeal.

Applicant  
Signature + Sarvan Shirzadov  
DATE 01/17/2022  
\$384.80

Received from the above applicant, the sum of \$ \_\_\_\_\_ to apply against advertising costs.

Received from the above applicant, the sum of \$ \$50.00 for the filing fee.

# S and D Auto Sales Inc.

181 S.Main street West Bridgewater MA 02379

S and D Auto Sales Inc is a used motor vehicle dealership that was established in Maynard MA in December 2017.

i, Sarvan Shirzadov is sole owner and manager of that entity and currently licensed to sell and hold Class 2 Used Car Dealer License in Maynard MA. This dealership offers used motor vehicles to its customers, who are in Massachusetts and nearby States such as Ri, NH, NY, Connecticut, Maine and Vermont. Advertisement is prioritized and implemented in daily operations of the dealership, some of those sources of advertisement coming through automotive affiliates such as Carfax, Craigslist, Cars.com, Facebook, KBB, Autotrader and more.

I would like to move my business operations to West Bridgewater and continue in the same or improved pace than it was implemented in Maynard, as the new Property offers better facility and greater appearance which is crucial for such business.

The property consists of a large building of 8800s.f of space, parking area around it, counting a total of 61 parking spots plus two large Cement/Concrete Pads (CCP) on each corner facing the street. Those CCP were used as car display spots as well. The Building's interior has 3 Office spaces, Large Showroom Area, 2 Bathrooms, DriveThrough Garage, storage or employee lounge area.

My proposed use would be the same as it was a few years back, to use that property as Used Car Dealership. The Showroom area to be used for displaying vehicles indoors, that area would display 16 cars for sale. Outside area has a total of 61 spaces plus 2 CCP's, totaling 63 car spaces, 2 of those spaces are designated Handicap spots and 6 spaces are Customer and Employee parking spots, leaving us with 55 total spaces to be used as Display car area (37 on pavement, 16 on gravel, 2 are cement/concrete pads). Two bay garage space will be used for pre-sale detailing, service and repairs area, one car lift will be installed in the garage.

There will be 3 employees, two of those positions will be sales managers and one mechanic/autodetailer.

Sincerely,  
Sarvan Shirzadov











**PROPOSED SIGNAGE**

<b>DIMENSIONS</b>	<b>DESCRIPTION</b>
113 in	Sign face will be replace. Structure won't change.
86 in	
<b>SIGN LOCATION</b>	181 Main Street, West Bridgewater, MA



**PROPOSED SIGNAGE**

**DIMENSIONS**

113 in

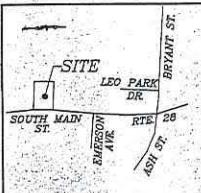
86 in

**DESCRIPTION**

Sign face will be replace.  
Structure won't change.

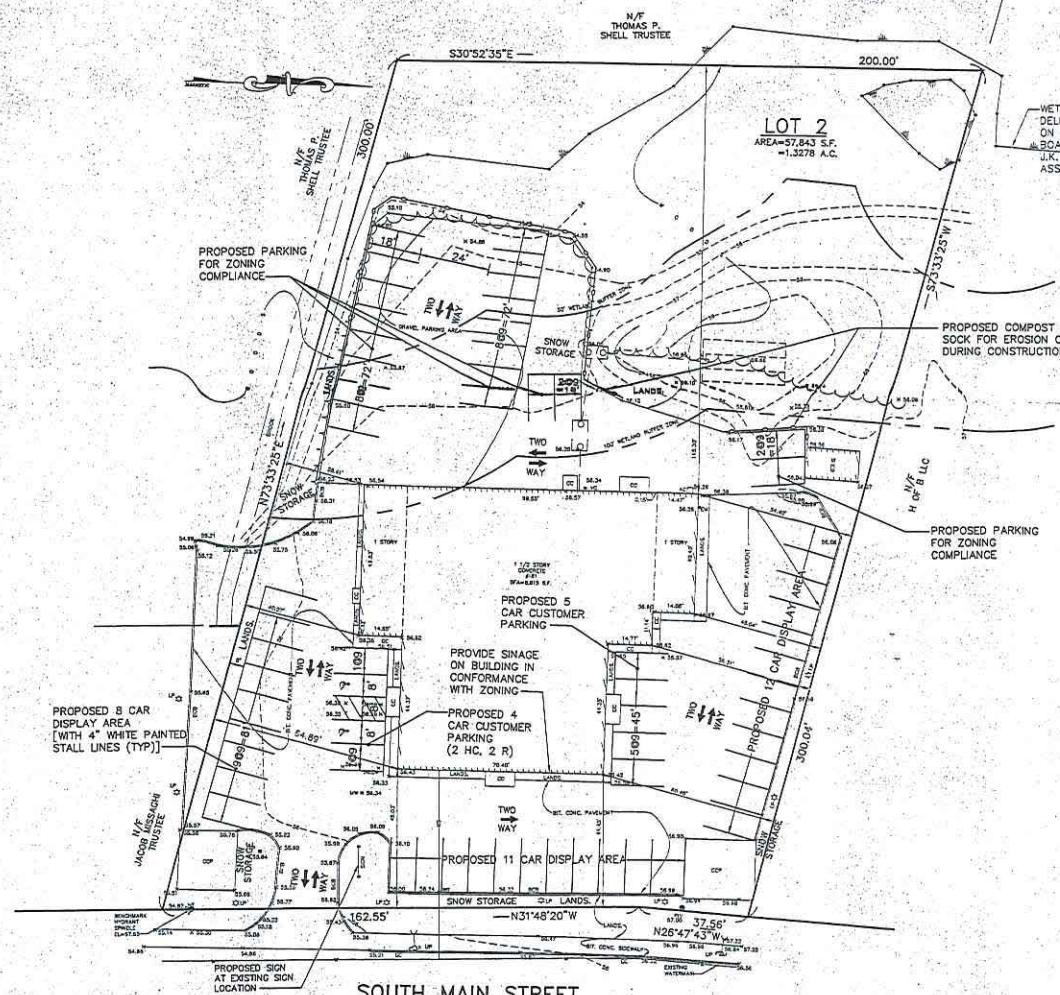
**SIGN LOCATION**

181 Main Street, West Bridgewater, MA

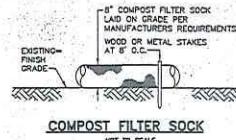


LOCUS MAP

1'-000'



SOUTH MAIN STREET



SITE NOTES

1. LOCUS: ASSESSORS MAP 54 LOT 2 PARCEL ID #54-002.
2. OWNER INFORMATION:  
ROBERT E. TAYLOR,  
C/O LATHAM MANAGEMENT LEASING  
500 YARMOUTH ROAD  
HYANNIS, MA
3. APPLICANT/PETITIONER:  
S&D AUTO SALES  
181 SOUTH MAIN STREET  
WEST BRIDGEWATER, MA
4. DEED REFERENCE: L.C. CERT. 103525
5. PLAN REFERENCE: L.C. PLAN 22607-A
6. ZONE: BUSINESS
7. LOCUS DOES NOT LIE WITHIN FEMA FLOOD ZONE SEE FEMA COMMUNITY PANEL #25023C0301J DATED JULY 17, 2012.
8. LOCUS DOES NOT LIE WITHIN WATER RESOURCE DISTRICT.
9. VERTICAL DATUM NAVD 88.
10. SEPTIC SYSTEM LOCATION APPROXIMATE FROM RECORD PLANS ON FILE WITH THE BOARD OF HEALTH.

LEGEND

HYDRANT
LIGHT POLE
SIGN
WATER GATE
CAS GATE
PRESSURE INDICATOR VALVE
FLAG POLE
UTILITY POLE
TREELINE
ELEVATION CONTOUR
EROSION CONTROL
SPOT ELEVATION
CEMENT CONCRETE
BITUMINOUS CONCRETE
NON C/F FORMERLY
EDGE OF WETLANDS
CEMENT CONCRETE PAD
BITUMINOUS CONCRETE BERM
AIR CONDITIONER
WATER SERVICE
WATER MAIN
HANDICAP
REGULAR
CEMENT CONCRETE
GRANITE CURB
LANDSCAPED AREA

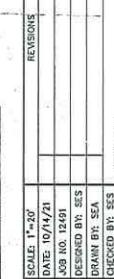
DIMENSIONAL AND DENSITY SUMMARY

ZONE DISTRICT: BUSINESS (B) USE: RETAIL SALES		
ITEM	REQUIRED	PROVIDED
MINIMUM LOT AREA	18,750 S.F.	57,743 S.F.
MIN. LOT FRONTAGE	125'	200.11'
MINIMUM LOT SETBACKS:		
FRONT	35'	44.45 / 46.03'
SIDE	20'	28.41 / 40.07'
REAR	35'	146.30'
MAXIMUM HEIGHT	40'	18' / 2 STORIES
MAXIMUM BLDG. CVG	35%	6.07%
PARKING- RETAIL	1 SP/200 S.F. OF FLOOR AREA 8,815 S.F./200=44.07 OR 44 SPACES	29 SPACES FOR CUSTOMERS/ EMPLOYEES (9 SPACES ARE PAVED- 20 SPACES IN GRAVEL AREA) 32 DISPLAY SPACES (PAVED) 61 SPACES TOTAL ALL SPACES TO BE STRIPED AND WHEEL STOPS ADDED AT ENDS

SITE PLAN

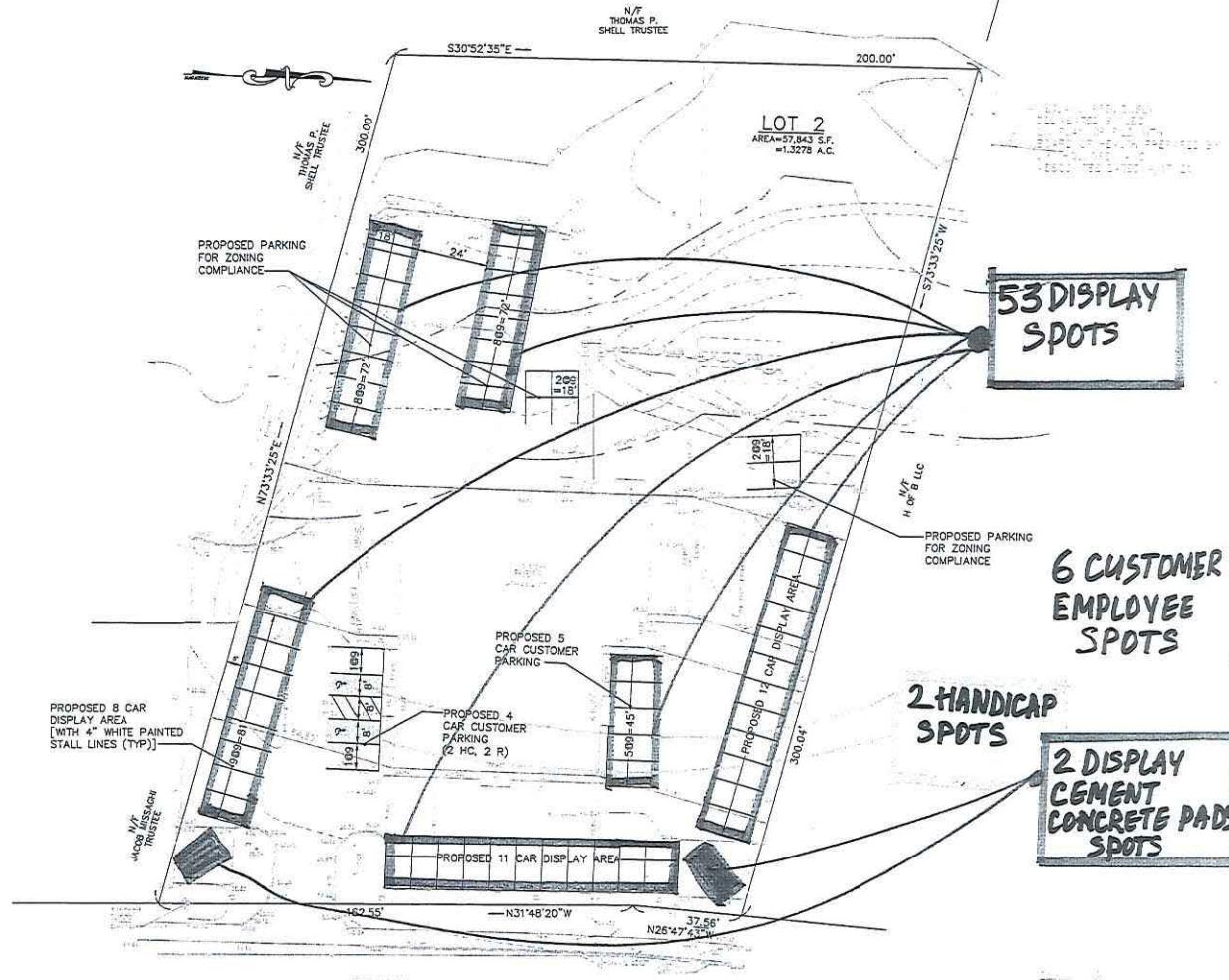
SHEET 1 OF 1

MERRIMACK ENGINEERING SERVICES  
68 PARK STREET  
ANDOVER, MASSACHUSETTS 01810  
PHONE: (978) 475-3655 FAX: (978) 476-1449  
EMAIL: MERRIMACK@GMAIL.COM



LOCUS MAP  
1" = 600'

1" = 600



SITE NOTES

1. LOCUS ASSESSORS MAP 54 LOT 2 PARCEL ID #54-002.
2. OWNER INFORMATION:

ROBERT E TAYLOR  
C/O LATHAM MANAGEMENT LEASING  
500 YARMOUTH ROAD  
HYANNIS, MA
3. APPLICANT/PETITIONER:

S&O AUTO SALES  
181 SOUTH MAIN STREET  
WEST BRIDGEWATER, MA
4. DEED REFERENCE: L.C. CERT. 103525
5. PLAN REFERENCE: L.C. PLAN 22607-A
6. ZONE: BUSINESS
7. LOCUS DOES NOT LIE WITHIN FEMA FLOOD ZONE SEE FEMA COMMUNITY PANEL #F25023C0303U DATED JULY 17, 2012.\*
8. LOCUS DOES NOT LIE WITHIN WATER RESOURCE DISTRICT.
9. VERTICAL DATUM: NAVD 88.
10. SEPTIC SYSTEM LOCATION APPROXIMATE FROM RECORD PLANS ON FILE WITH THE BOARD OF HEALTH.

LEGEND

	HYDRANT
	LIGHT POLE
	SIGN
	WATER GATE
	GAS GATE
	PRESSURE INDICATOR VALVE
	FLAG POLE
	UTILITY POLE
	TREELINE
	ELEVATION CONTOUR
	SPOT ELEVATION
	CEMENT CONCRETE
	BITUMINOUS CONCRETE
	NOW OR FORMERLY
	EDGE OF WETLANDS
	CEMENT CONCRETE PAD
	BITUMINOUS CONCRETE BERM
	AIR CONDITIONER
	WATER SERVICE
	WATER, MAIN
	HANDICAP
	REGULAR
	CEMENT CONCRETE

### ZONE REQUIREMENTS

	REQUIRED	EXISTING/PROPOSED
LOT AREA:	16,750 S.F.	57,743 S.F.
FRONTAGE:	125'	200.11'
FRONT YARD:	35'	44.5'/46.03'
SIDE YARD:	20'	28.41'40.07'
REAR YARD:	35'	146.30'
BLDG. HEIGHT:	40'	<40'
BLDG. COVERAGE:	30%	15.23%

### PARKING REQUIREMENTS

**MERRIMACK ENGINEERING SERVICES**  
68 PARK STREET  
ANDOVER, MASSACHUSETTS 01810  
PHONE: (978) 476-3556 FAX: (978) 476-1448  
EMAIL: MERRONG@AOL.COM

S&D AUTO SALES		SCAEF T-20'	REVISIONS
181 SOUTH MAIN STREET		DATE: 7/1/21	/
WEST BRIDGEWATER, MA		NR: 12191	/
DESIGNED BY: SES		DRAWN BY: SEA	/
SITE PLAN		CHECKED BY: SES	/
SHEET 1 OF 1		SIGNED BY: SES	APPROVED BY: V

SEARCHED  
INDEXED  
SERIALIZED  
FILED  
FEB 11 1968  
FBI - BOSTON

REF ID: A1234567890



REGENT  
ASSOCIATES, INC.  
ARCHITECTS

ELEVEN NORWICH STREET  
WORCESTER, MA 01608  
TEL 508.792.2966  
FAX 508.792.3547

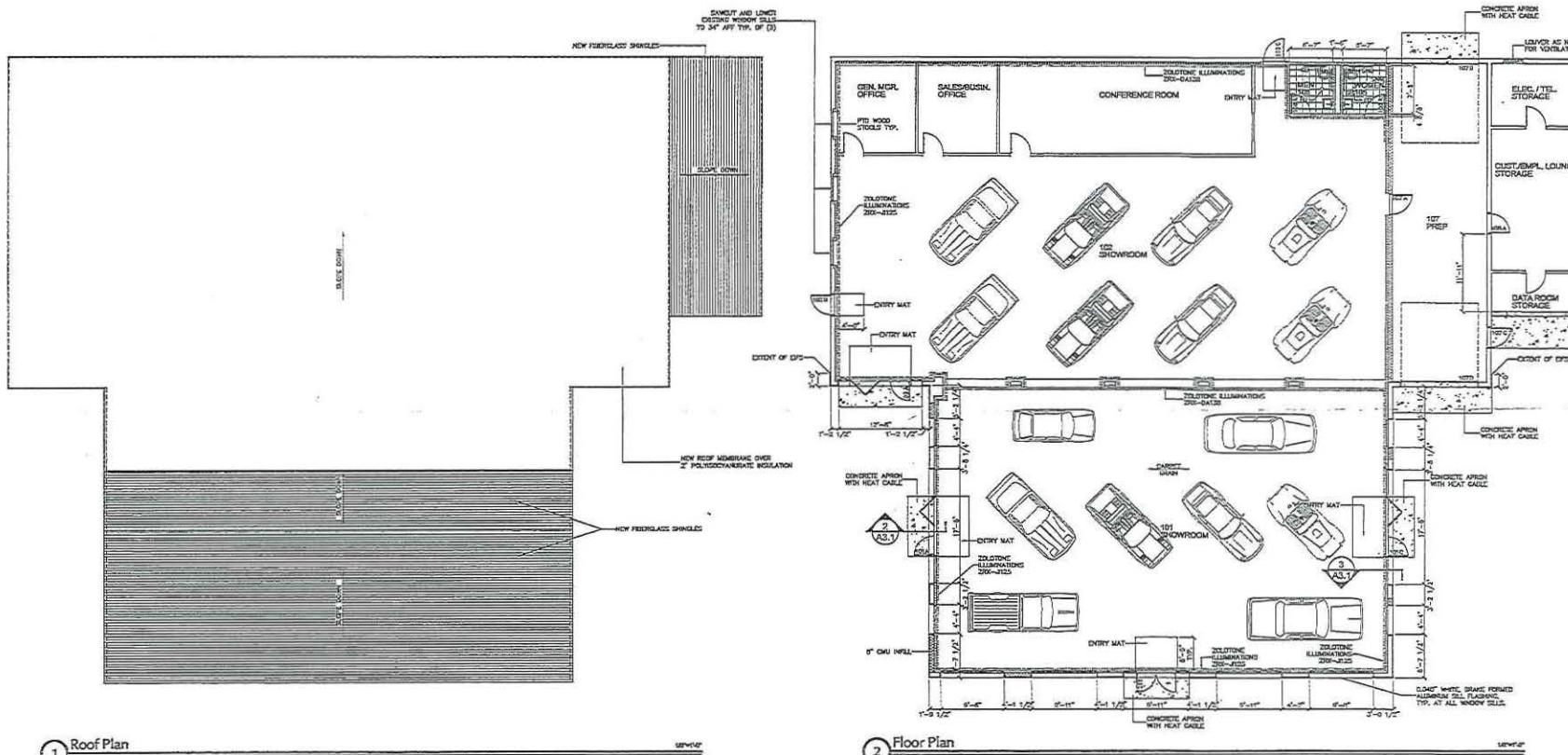
AUTO-WEST.com

181 South Main Street  
West Bridgewater, MA 02379

PROJECT 2000-04  
DRAWN *cln*  
SCALE 1/8"=1'-0"  
DATE 04.03.00  
REV. 07.19.01

FLOOR PLAN  
&  
ROOF PLAN

## A 1.1



## 1 Roof Plan

## 2 Floor Plan

# WEST BRIDGEWATER CONSERVATION COMMISSION

65 NORTH MAIN STREET, WEST BRIDGEWATER, MA 02379  
508-894-1200, Extension 7107

## MEMORANDUM

To: Zoning Board of Appeals  
Cc: Board of Selectmen  
Planning Board  
Building Department



From: West Bridgewater Conservation Commission

Re: Site Plan Review/Special Permit  
Sarvan Shirzadov – S & D Auto Sales, Inc.  
181 South Main Street

Date: February 15, 2022

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Upon review of the application, site plan dated 10-14-21 by Merrimack Engineering Services, and the narrative prepared by Savan Shirzadov, there does not appear to be any site changes proposed. If so, the Conservation Commission has no jurisdiction in this matter.

However, if any changes are made to the site such as re-grading the gravel area behind the building, paving of the existing gravel parking area, repaving or adding some additional parking surfaces not shown on the plan, then the Conservation Commission would have wetland bylaw jurisdiction. If so, the applicant would need to file with the commission.

Please note the 100' and 50' jurisdictional wetland buffer lines on the plan are not correct. The plan needs to show the 100' and 50' buffer off the bordering vegetated wetland line situated along the existing brook.

The applicant's engineer has a note on the plan referencing an invalid wetland line. It was shown on a plan in June of 2000. Therefore, the wetland line is out of date. If the applicant makes any changes as noted above, a new wetland line delineation would need to be approved by the commission.

In addition, since no alterations are proposed on the existing site, the plan as currently drawn does not reach the thresholds required for the filing of a

Site Plan Review/Special Permit  
Sarvan Shirzadov – S & D Auto Sales, Inc.  
181 South Main Street  
February 15, 2022  
Page 2

Stormwater Management Permit application. If changes are made to the plan and the site surfaces are altered, then the applicant may have to file a stormwater management application.

The Commission would like to point out some potential issues that may be of concern to other regulatory decision makers before approving the use of this site. The issues are as follows.

1. Snow storage is shown to be adjacent to the brook. This should not be allowed.
2. The two-way traffic area on the south side of the building is not workable with only 10 and 12 feet clearance between parking isles. These small clearances create pinch points for delivery vehicles and passenger cars. The same problem exists on the north side of the building with only 17 and 15 feet clearance behind the parking spaces. Due to this fact, the vehicular movement within the site other than in the front of the building should be marked as one way only.
3. If all spots shown on the plan are filled with cars, backing out of the parking spots on the south side of the building will be difficult if not impossible. Perhaps the applicant should make the “Proposed 8 Car Display Area” shown along the southerly property line into parallel parking for 4 cars instead of 8 cars.
4. The Fire Department may have the same concerns for their access in case of emergencies.
5. The two parking spaces located just off the rear right corner of the building should be eliminated or if not, the shed should be relocated and the parking spaces moved to the shed’s former location.
6. The building is proposed to have vehicles displayed inside the building. Floor drains and double walled tight tank system with leak detection system needs to be installed.
7. An enclosed dumpster pad area should be required to prevent trash from blowing into the street, onto adjacent properties and into the wetlands. It should not be proposed to be place within 50’ of the wetland.

If these concerns and any additional concerns that might be expressed by other regulatory boards are addressed, this appears to be a good use for the site.



02-15-2022

---

John W. DeLano, WBCC Agent

Date



# Town of West Bridgewater

Michael E. White, C.B.O.

Building Commissioner

Zoning Enforcement Officer

[mwhite@wbridgewater.com](mailto:mwhite@wbridgewater.com)

## Building Department

65 North Main Street

West Bridgewater, MA. 02379

Tel: 508-894-1207

Fax: 508-894-8111

February 22, 2022

Peter L Bergstrom  
160 South main Street  
West Bridgewater ,02379  
508-930-8277



RE: 160 South Main Street - West Bridgewater MA 02379 – REQUESTING A MODIFICATION TO THE EXISTING SPECIAL PERMIT & SITE PLAN FOR 160 South Main Street. Proposed addition of one more 2<sup>nd</sup> floor apartment

To whom it concerns,

After reviewing the applicable provisions of the Town of West Bridgewater's Zoning By-laws, we conclude the following:

- 1) The subject location (160 South Main Street) is located in the Business Zoning District and subject to our Table of Use Regulations section 7.2.2.5. (C) Modification of existing special permit & Site plan.
- 2) The subject location (160 South Main Street) is NOT in the Water Resource protection district and NOT subject to those regulations.
- 3) The Proposed modification to the existing special permit & site plan will be required to obtain a Special Permit with Site Plan Review from the Zoning Board of Appeals per section 7.2.2.5. (C)
- 4) I have attached a copy of the existing Special Permit on file .

You have the right to appeal my decision within thirty days of receipt of this letter to the West Bridgewater Zoning Board of Appeals.

Sincerely,

Michael White, CBO  
Building Commissioner  
Zoning Enforcement Officer

January 18, 2022

Zoning Board of Appeals  
Town of West Bridgewater  
65 North Main Street  
West Bridgewater, MA 02379

**Re:** **Application for Special Permit**  
**Submitted by Applicant Peter Bergstrom**  
**Property located at 160 South Main Street,**  
**West Bridgewater, MA 02379.**

**MEMORANDUM IN SUPPORT OF PETER BERGSTROM'S APPLICATION FOR  
A SPECIAL PERMIT UNDER SECTION 6.1.4**

Dear Board:

This Memorandum is submitted to the Town of West Bridgewater Zoning Board (hereinafter the "Board"), on behalf of our client, Peter Bergstrom ("Applicant"), in support of his application for a special permit under Section 6.1.4 of the Town of West Bridgewater Zoning By-Laws ("By-Laws) relating to property he owns located at 160 South Main Street, West Bridgewater, MA 02379 ("Property"). The Applicant owns the Property as Trustee of B&B Trust u/d/t dated February 3, 2005.

The Applicant is current owner and operator of his business called The Tax Center, Inc. at the Property. The Tax Center Inc. is a tax accounting business with four (4) employees and operates during tax season from 8AM to 8PM, Monday through Friday and 8AM to 5PM on Saturday. During no-tax season the business operates by appointment only. The Applicant's phone number is 508-930-8277

**FACTUAL BACKGROUND**

The Applicant is the owner of the Property by virtue of a deed dated July 2, 2003, and recorded with the Plymouth County Registry of Deeds (hereinafter "Registry of Deeds") in Book 30051, Page 13. Said Property is located in a business district, and is a residential/business use.

---

**Office Locations**

**Main Office** – Use for all correspondence  
2 Batterymarch Park, Suite 302  
Quincy, MA 02169  
Tel. (508) 510-5727 ■ Fax (508) 857-0751  
Office Hours: Monday – Friday ■ 9:00 AM – 5:00 PM  
Only

46 Railroad Avenue, Unit 202  
Duxbury, MA 02332  
Tel. (781) 452-7913  
Office Hours: Appointment

In 2003, the Applicant proposed to the West Bridgewater Board of Appeals (“Board of Appeals”) a two-story addition. The first floor of the addition would include a kitchen and bath to service the residential second floor. The entire second floor would be for residential use and one apartment only. The Board of Appeals voted to grant the special permit for the addition at the Property.

The Applicant seeks to modify the previous special permit by constructing a first floor consisting entirely of office space and two bathrooms. The office space would provide tax services to the public. The Applicant seeks to keep the second floor entirely residential, consisting of two apartments. One apartment will have one bedroom, one bathroom, a kitchenette, and would be rented out to a tenant. The second apartment will have two bedrooms, two bathrooms, a kitchen, and will be for the Applicant’s own residential use.

## ARGUMENT

### **The Board should grant the application to modify the existing special permit.**

Section 6.1.4 of the By-Law states that this Board may grant a special permit for a change or substantial expansion of the nonconforming use. The criteria set forth in said Section are considered in light of the Applicant’s proposal as follows:

#### **a. The specific site is an appropriate location for such a use, structure or condition.**

The district in which the Property lies is a business zone with residences nearby thus the proposed use of business and residential is appropriate for this location.

#### **b. The use as developed and operated will not adversely affect the neighborhood.**

This Property meets the dimensional and density requirements for this zoning district. This zone requires 35’ of front setback, 20’ of side setback, and 35’ of rear setback, all of which the Property meets, and the Property meets the required 18,750 sf of lot area. In addition, the proposed use is consistent with the zoning district for this Property. Neighboring properties consist of both business and residential use. The expansion of the Property’s nonconforming use will be in harmony with the neighboring properties.

#### **c. There will be no nuisance or hazard to vehicles or pedestrians or volume greater than the capacity of the streets affected.**

The Property is in a business district which has a business zone level of vehicle and pedestrian traffic. This Property will partially contain a business with only 4 employees and a residential component with only two apartments. The Applicant estimates during tax season (January 1st to April 30<sup>th</sup>) he may have up to twenty (20) customers per day at the Property. During the non-tax season there are only approximately five (5) customers per week. The Applicant has not experienced any traffic issues in and leaving the site. The impact on vehicle

and pedestrian traffic is less than if the site was used wholly for a business, which is allowed by right.

**d. Adequate and appropriate facilities will be provided for the proper operation of the proposed use.**

The Property will contain the necessary amount of bathrooms, kitchens, and office space as the plans show to support the residential and business use on the Property. The business is a tax service business with only four (4) employees so the proposed facilities are more than adequate.

**e. Access to the site over streets is appropriate for the type of vehicle involved.**

The Applicant's tax service business generates very little traffic which is predominantly non-commercial vehicles. There are some deliveries of office supplies in small to medium size delivery trucks. This is a business zone so the aforementioned type of vehicles over the streets to the site are common and appropriate.

**f. The permission requested will be in harmony with the general purposes and intent of the regulations in the By-Laws.**

The Bylaws allow for an extension of a nonconforming use by special permit so clearly this type of extension of non-conforming use was contemplated in the bylaws. Property will stay within the zoning dimensional requirements. The footprint of the building is not increasing. The business on the property will provide tax services to the people and businesses in and around West Bridgewater and the residential use will allow the Applicant to reside at the Property along with a tenant to help support the cost of the Property.

## **CONCLUSION**

The Applicant respectfully submits that its request for relief from the By-Law should be granted to allow it to construct the aforementioned rooms on the Property. For the reasons set forth herein, the Applicant requests that this Board grant relief from Section 4.4.

Thank you for your consideration of this matter. Should you have any questions or require any additional information concerning this matter, please do not hesitate to contact to me.

Sincerely,

MIRRIONE, SHAUGHNESSY  
& UTTI, LLC

*/s/ Walter Mirrione*

Walter Mirrione, Esq.

cc: Client

Current Special Permit  
for 160 South Main St  
COMMONWEALTH OF MASSACHUSETTS  
TOWN OF WEST BRIDGEWATER  
BOARD OF APPEALS

18144.1049

RECEIVED  
TOWN CLERK  
03 JUL 25 PM 1:51  
FILE NO. 607  
WEST BRIDGEWATER, MA

July 23, 2003

Decision of the Board of Appeals on the appeal and petition of:

Peter Bergstrom, 160 South Main St., West Bridgewater, MA 02379

The Board of Appeals of the Town of West Bridgewater held a duly advertised and posted Public Hearing on July 22, 2003, on the appeal of Peter Bergstrom, from a denial by the Inspector of Buildings of his application for the construction of a 1,768 square foot addition to the property located at 160 South Main St.; West Bridgewater. The property is located in the business zone and is a residential/business use. The proposed addition is a substantial expansion/extension of a non-conforming use. The applicable sections of the zoning by-law are 6.1.4 Substantial Extension of Non-Conforming Use and 7.2 Site Plan Review.

Following the Public Hearing, the West Bridgewater Board of Appeals voted to grant a Special Permit to Peter Bergstrom for a 1,768 square foot two-story addition to the building at 160 South Main St. The total footprint of the addition is 616 square feet. The building currently consists of a 24' x 12' reception area, two 12' x 12' offices, and two 12' x 14' offices. The proposed addition will consist of a 10' x 24' garage to be located to the rear of the existing two 12' x 14' offices. The first floor of the two-story 24' x 24' addition located to the rear of the building will be for the kitchen and full bath to service the residential second floor. The entire second floor will be for residential use and one apartment only. No additional bedrooms or bathrooms are to be added to the building. After construction, there will still be one bedroom and three bathrooms in the building. There will be no additional lighting on the property and signage on the property will remain the same. One way directional signs are to be installed for traffic flow. The addition must be ADA compliant and two handicapped parking spaces are to be as shown on the plan. All work is to be done as shown on plans prepared by Frank Ribelin, Registered Land Surveyor, dated June 13, 1996, and revised on August 23, 1996. The Board determined that the addition would be no more detrimental to the neighborhood than what is already there.

A unanimous vote of the following members was taken: William Lucini, John DeCosta, Gary Eliasson, Armen Amerigian, and James Henderson.

RECEIVED

JUL 28 2003

INSPECTOR OF BLDGS

MASSACHUSETTS BOARD OF APPEALS

APPLICATION FOR HEARING

DATE: 1/12/22, MA

Name of Applicant or Appellant: Peter L. Bergstrom

Address: 160 South Main Street, West Bridgewater, MA 02379

Phone Number: 508-930-8277

Location of Property: 160 South Main Street, West Bridgewater, MA 02379

Applicant is owner (owner, tenant, licensee, prospective purchaser)

Nature of application or appeal: Seeking a special permit under Section 6.1.4 of the By-Laws relating 160 South Main St. West Bridgewater, MA 02379. The Applicant seeks to modify the previous special permit by constructing a first floor consisting entirely of office space and two bathrooms for the Applicant's tax service business. Applicant seeks to keep the 2nd Fl. entirely residential, consisting of two apartments. One apartment will have 1 bedroom, 1 bathroom, a kitchenette, to be rented. The second apartment will have 2 bedrooms, 2 bathrooms, a kitchen, and the Applicant will reside there.

*modification to existing special permit  
at site plan*

Applicable Section of Building, Zoning Bylaw 7-2-25-C

Date of Denial:

Building Inspector Peter L. Bergstrom

Planning Board

Zoning Administrator

I hereby request a hearing before the Permit or Special Permit Granting Authority with reference to the above noted application or appeal.

Peter L. Bergstrom

Peter L. Bergstrom

1/12/2022

Date:

Received from the above applicant, the sum of \$ 50.00 to apply against advertising costs.

Received from the above applicant, the sum of \$ 384.80 for the filing fee.

Anne Jannetts

# Existing Building





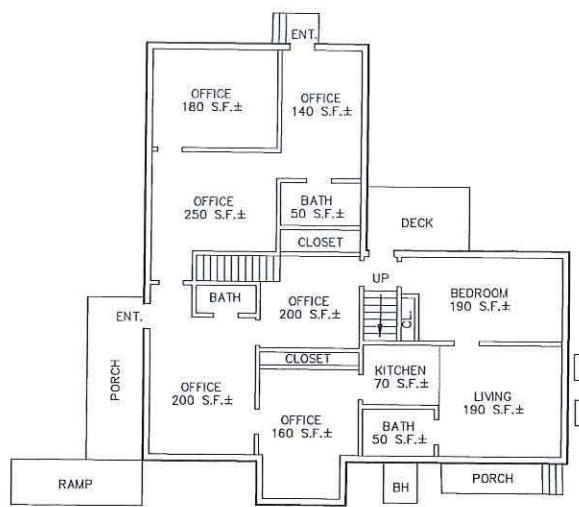




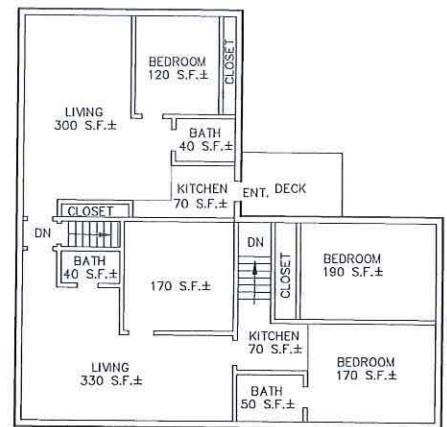


## FLOOR PLANS

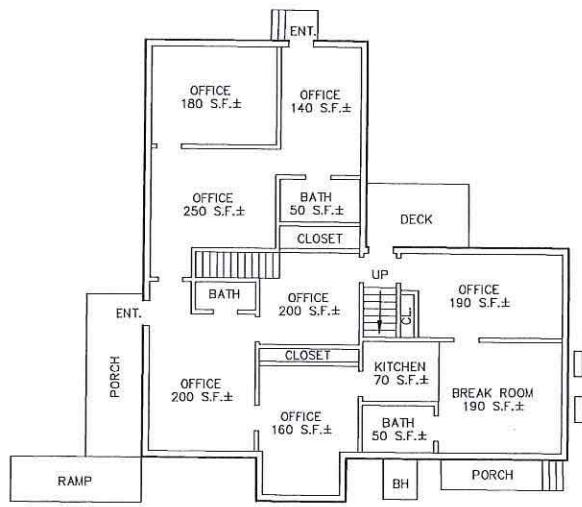
EXISTING LAYOUT  
FIRST FLOOR



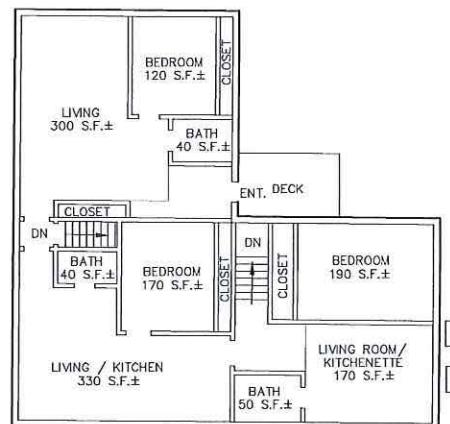
EXISTING LAYOUT  
SECOND FLOOR



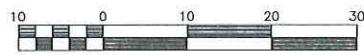
PROPOSED LAYOUT  
FIRST FLOOR



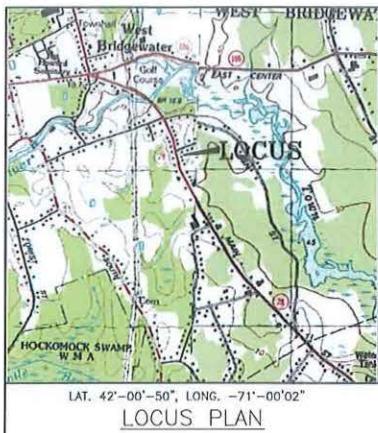
PROPOSED LAYOUT  
SECOND FLOOR



NOTE: THE FLOOR PLANS ARE FOR GENERAL REFERENCE PER THE REQUEST OF THE BUILDING INSPECTOR AND ARE NOT TO BE USED FOR CONSTRUCTION OR STRUCTURAL PURPOSES



DRAWING TITLE		FLOOR PLANS		SCALE: AS SHOWN
PROJECT	CLIENT	DATE:	DRAWN BY:	
160 SOUTH MAIN STREET WEST BRIDGEWATER, MA	PETER BERGSTROM 160 SOUTH MAIN STREET, WEST BRIDGEWATER, MA	1-5-22	PJL	
		DESIGNED BY:	PJL	
		CHECKED BY:	GRC	
		APPROVED BY:	GRC	PROJECT NO. 21-238-1463
				PROFESSIONAL ENGINEER GEORGE R. COLLINS CIV. ENGR. NO. 41631 REGISTERED



REFERENCES  
PLYMOUTH COUNTY REGISTRY OF DEEDS  
DEED: BOOK 25663, PAGE 330  
WEST BRIDGEWATER ASSESSOR'S MAP 47, LOT 12  
ZONING: BUSINESS

DIMENSIONAL AND DENSITY REQUIREMENTS  
BUSINESS ZONE - ANY PERMITTED USE

	REQUIRED	PROPOSED
MINIMUM LOT AREA (S.F.)	18,750	23,500
MINIMUM LOT FRONTOG (FT.)	125'	110'
MINIMUM FRONT SETBACK (FT.)	35'	80'
MINIMUM SIDE SETBACK (FT.)	20'	24'
MINIMUM REAR SETBACK (FT.)	35'	67'
MAXIMUM BUILDING HEIGHT	40'	<35'
LOT COVERAGE	30%	11%

LEGEND

— 49 —	EXISTING CONTOURS
x49.7	EXISTING SPOT ELEVATIONS
—	PROPERTY LINES
—	EDGE OF BITUMINOUS PAVEMENT

REQUIRED PARKING

2 SPACES PER RESIDENTIAL DWELLING X 2 DWELLINGS = 4 SPACES REQUIRED  
1 SPACE PER 200 S.F. OF OFFICE SPACE (1,800 S.F.) = 8 SPACES REQUIRED  
TOTAL SPACES REQUIRED = 4 + 8 = 12 TOTAL PARKING SPACES

SOUTH MAIN STREET  
(STATE RT. 28)

EXISTING SEPTIC SYSTEM WITH  
SUFFICIENT DESIGN CAPACITY FOR  
THREE BEDROOMS PLUS 1,800 S.F.  
OFFICE SPACE (SEE DESIGN DATA)

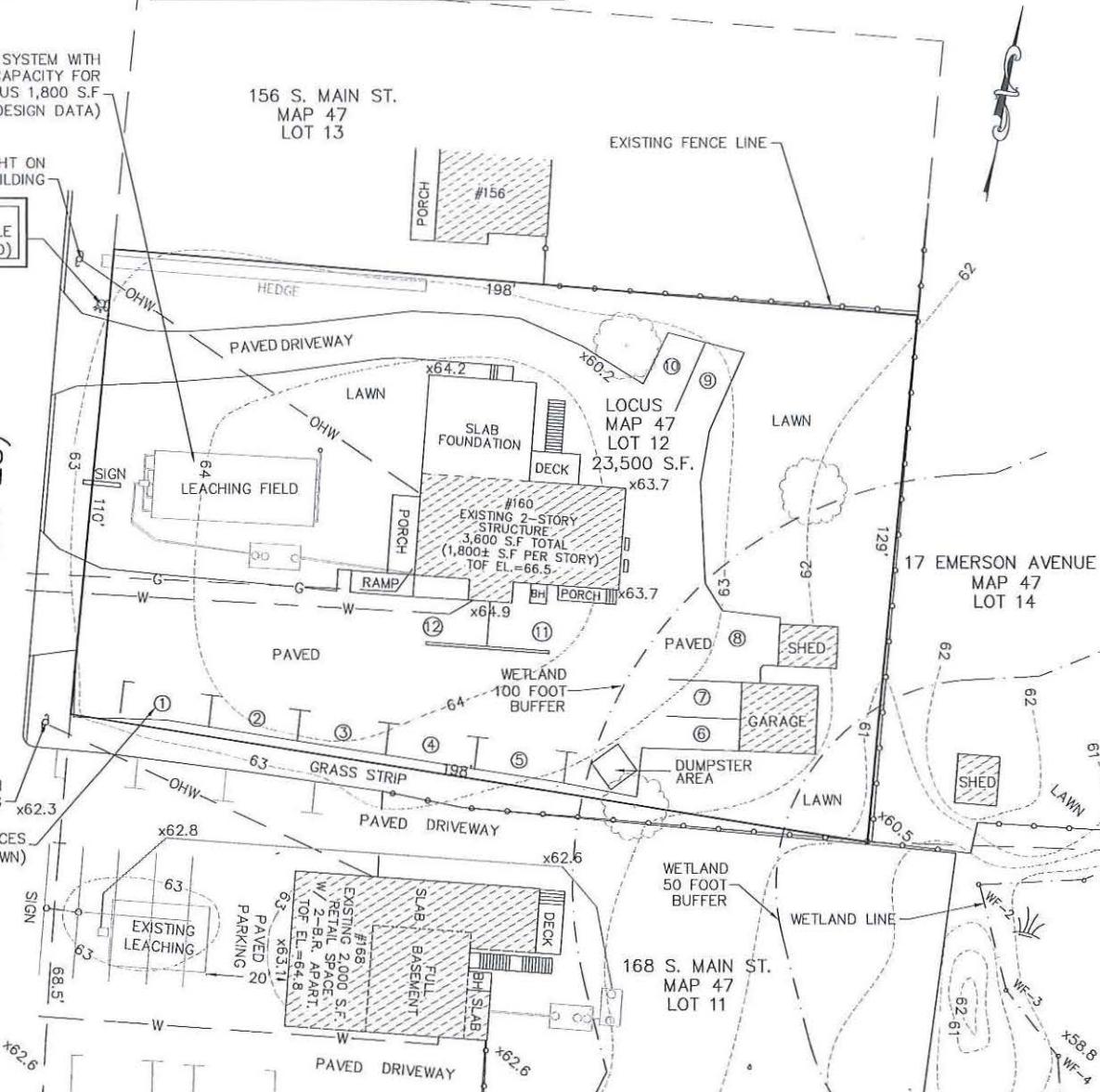
EXISTING SPOT LIGHT ON  
UTILITY POLE FACING BUILDING

SITE BENCHMARK:  
TOP OF HYD. SPINDEL  
EL.=65.72 (ASSUMED)

156 S. MAIN ST.  
MAP 47  
LOT 13

EXISTING SPOT LIGHT ON  
UTILITY POLE FACING BUILDING

PROPOSED PARKING SPACES  
(12 TOTAL SHOWN)



SEPTIC DESIGN DATA: (INSTALLED 2012)

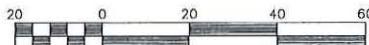
DESIGNED SEPTIC FLOW:

5 BEDROOMS x 110 GPD/BEDROOM = 550 GPD  
1,000 SF OFFICE = 75 GPD  
TOTAL = 550 GPD + 75 GPD = 625 GPD

PROPOSED SEPTIC FLOW:

4 BEDROOMS x 110 GPD/BEDROOM = 440 GPD  
1,800 SF OFFICE = 135 GPD  
TOTAL = 440 GPD + 135 GPD = 575 GPD

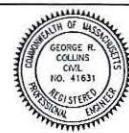
- PROPOSED USAGE IS WITHIN DESIGN LIMITS OF EXISTING SYSTEM.



Scale 1" = 20'

PLAN TO ACCOMPANY A ZONING BOARD OF APPEALS APPLICATION

DRAWING TITLE	SITE PLAN	SCALE: AS SHOWN
PROJECT	160 SOUTH MAIN STREET WEST BRIDGEWATER, MA	DATE: 11-23-21
CLIENT	PETER BERGSTROM 160 SOUTH MAIN STREET, WEST BRIDGEWATER, MA	DRAWN BY: PJL
COLLINS CIVIL ENGINEERING GROUP, INC. BRAINTREE - FALMOUTH - WEST BRIDGEWATER, MA 160 ENGINEERING - LAND SURVEY - L.S.P. SERVICES 225 SOUTH MAIN STREET, WEST BRIDGEWATER, MA 02379 TEL:508-580-2332 MOBILE: 617-347-1363 E-MAIL:GRCPE@AOL.COM	DESIGNED BY: PJL	
checked by: GRC	DRAWING NO.	CHECKED BY: GRC
APPROVED BY: GRC	PROJECT NO. 21-238-1463	APPROVED BY: GRC



# WEST BRIDGEWATER CONSERVATION COMMISSION

65 NORTH MAIN STREET, WEST BRIDGEWATER, MA 02379  
508-894-1200, Extension 7107

## MEMORANDUM

To: Zoning Board of Appeals

Cc: Board of Selectmen  
Planning Board  
Building Department

From: West Bridgewater Conservation Commission

Re: Site Plan Review/Special Permit  
Peter Bergstrom  
160 South Main Street

Date: February 22, 2022

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Upon review of the application, site plan dated 11-23-21 by Collins Civil Engineering Group, Inc., and the narrative prepared by Walter Mirrione, Esq., there does not appear to be any site changes proposed. If so, the Conservation Commission has no jurisdiction in this matter under the wetlands bylaw or the stormwater bylaw.

However, if any changes are made to the site such as re-grading and re-paving the parking areas behind the building or adding some additional parking surfaces not existing as shown on the plan, then the Conservation Commission probably would have stormwater bylaw jurisdiction. If so, the applicant would need to file with the commission for a determination.

Thank you for the opportunity to have input on this application.



02-22-2022

---

John W. DeLano, WBCC Agent

Date



Office of the  
Town Administrator  
Town Hall  
65 North Main Street  
West Bridgewater, MA 02379

TO: Senator Walter F. Timilty  
FROM: David Gagne, Town Administrator  
DATE: May 14, 2021  
RE: FY22 Budget Request

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Please be advised, West Bridgewater's FY 22 budget priorities are as follows:

- Funding for the Matfield Street/Route 28 Traffic Signal Project
  - High traffic intersection
  - High rate of motor vehicle accidents including fatality
  - Request - \$400,000
- Funding to hire a research firm to provide guidance to the Town on effects (positive and negative) on Chapter 40B projects
  - Research would be broad based to include findings that would be applicable to other similar size towns
  - Request - \$25,000
- Funding for upgrades and improvements for the Rail Trail
  - Request \$150,000
- Funding for updates for Conservation Land
  - Request \$20,000
- Funding for sidewalks throughout Town
  - Sidewalk installation would be prioritized to provide safe walking routes to schools
  - Sidewalk installation would connect outer areas of Town to the Center of Town
  - Request \$ \$200,000
- Funding for a Water Treatment Plant
  - Water Treatment Plant is needed to address PFAS contamination
  - Request \$2.5M

Thank you for your efforts on behalf of the Town of West Bridgewater. Please contact me with any questions or concerns.

Sincerely,



David Gagne

cc: Board of Selectmen  
Anne Iannitelli, Town Clerk  
Wayne Parks, Water Commissioner  
Chris Iannitelli, Department of Public Works Director  
Bill Lucini, Chairman, Zoning Board of Appeals  
Michelle Dubois, State Representative

February 16, 2022

David Gagne  
W BRIDGEWATER  
0 TOWN-HALL  
W BRIDGEWATER, MA 02379

**RE: ENERGY INITIATIVE Pre-approval**

**BA Number:** 6547661009      **App#:** 13249499

Dear David Gagne:

National Grid has pre-approved your Energy Initiative rebate application for W BRIDGEWATER, 0 TOWN-HALL, W BRIDGEWATER, MA. After a review of your application and a pre-installation survey of your facility, we have determined that your project will qualify for rebate payments from National Grid that will total \$40,239.00 if installed as planned.

Please note that National Grid's rebate payment for this project is subject to numerous Terms and Conditions which are detailed on the customer report, as well as minimum requirements document:

applicable  
 not applicable

(See Minimum Requirements Document dated 12/21/2021 attached). These Terms and Conditions include:

- 1. Project completion** - To be eligible to receive the incentives for this application, the project must be completed by Dec-01-2022.
- 2. Completed Application** - The application form must be complete, and paid invoices (with itemized material and labor costs and equipment discounts) as well as other documentation for all installed measures should be attached.
- 3. Post-installation Verification** - Our representatives may conduct a post-installation verification of the newly installed equipment to ensure that the installation is consistent with the application as pre-approved, represents sound engineering practices and complies with the attached Minimum Requirements Document (if applicable).
- 4. Project Changes After Pre-approval** - If you decide to make a change in your project after pre-approval you must notify us prior to beginning installation. We will determine whether the proposed change will require any revision to your application or incentive as pre-approved.

Please call me if you have any questions. Thank you for your support of our programs.

Sincerely,

*Michael Skinner*  
Michael Skinner  
Energy Solutions Services



## Board of Selectmen

Town Hall

65 North Main Street  
West Bridgewater, MA 02379  
508-894-1267  
Fax: 508-894-1269

### Request to Use Town Hall Parking Lot, Transfer Station, and/or Public Grounds

*Form must be submitted by requestor at least one week prior to the requested date of use.*

Any entity requesting a **one time use** of the Town Hall parking lot, grounds at the Transfer Station, and/or public roads for events such as road races, must first receive written approval of the Town Administrator (or the Assistant Town Administrator in the Town Administrator's absence).

Requestor/Applicant: Dylan Cragin

Address: 387 S Elm St.

Telephone: 508-345-7562

Email: Dylan.Cragin@gmail.com

For use of (check applicable):

- Town Hall Parking Lot\*
- Transfer Station
- Public Roads (provide street names)

\*Please note that Town Hall Gazebo, War Memorial Park, and Friendship Park requests are handled by the Department of Public Works.

Requested Date of Use: 2/12/22

Requested Rain Date (if applicable): \_\_\_\_\_

Requested Hours of Use: 7 am - 4:30 pm AM PM

Number of Guests: 2

Number of Vehicles: 2

Purpose of Use: collect signatures for nomination papers

It is further understood that Dylan Cragin shall indemnify and save harmless the Town of West Bridgewater against any and every claim, demand, right or cause of action, of whatsoever kind or nature arising directly out of or by reason of the operation of the said function of Campaigning including, but not limited to, any and every said claim, demand, right or cause of action, of whatsoever kind or nature of agents, servants, employees and passengers of the applicant. If any action or other legal proceedings shall be brought or instituted against the town on account any such claims, the applicant will assume the defense thereof, and will indemnify and save harmless, the town all costs, expense, counsel fees and judgments resulting therefrom.

Signed by Requestor: Dylan C.

Date: 2/11/22

ACKNOWLEDGEMENT:

Applicant acknowledges that they have received the rules for Events at the Transfer Station and understands they must be followed by all participants.

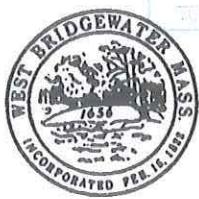
Dylan C. |

THIS PORTION IS TO BE FILLED OUT BY TOWN OFFICIALS

Town Approval by: D

Date: 2/10/22

Comments: \_\_\_\_\_



RECEIVED  
FEB 10 2022

WEST BRIDGEWATER  
TOWN OF THE FORESTER

## Board of Selectmen

Town Hall  
65 North Main Street  
West Bridgewater, MA 02379  
508-894-1267  
Fax: 508-894-1269

### Request to Use Town Hall Parking Lot and/or Grounds

*Form must be submitted by requestor providing a reasonable amount of time prior to the date of the event(s).*

Any entity requesting to use the parking lot of the Town Hall, grounds at the Transfer Station, and/or public roads for events such as road races, must first receive written approval of the Town Administrator (or the Assistant Town Administrator in the Town Administrator's absence).

Date: 4/30/2022

Requestor/Applicant: WBYAA

Address: PO Box 14 West Bridgewater MA 02379

Telephone: 508-944-4710

For use of (check applicable):

- Town Hall Parking Lot\*
- Transfer Station
- Public Roads (provide street names) Howard St + North Main St.

\*Please note that the Town Hall Gazebo requests are handled by the Forestry Department.

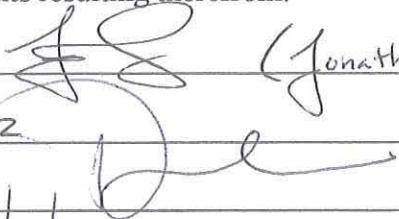
On 4/30/2022, 2022; Hours 10:30 AM AM PM

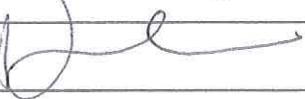
Number of Guests: 300

Number of Vehicles: \_\_\_\_\_

It is further understood that WBYAA shall indemnify and save harmless the Town of West Bridgewater against any and every claim, demand, right or cause of action, of whatsoever kind or nature arising directly out of or by reason of the operation of the

said function of Opening Day Parade including, but not limited to, any and every said claim, demand, right or cause of action, of whatsoever kind or nature of agents, servants, employees and passengers of the applicant. If any action or other legal proceedings shall be brought or instituted against the town on account any such claims, the applicant will assume the defense thereof, and will indemnify and save harmless, the town all costs, expense, counsel fees and judgments resulting therefrom.

Signed by Requestor:  (Jonathan Clos - Vice President WBYAA)

Date: 2/8/2022 

Town Approval by: 

Date: 2/9/22



Office of the  
Town Administrator  
Town Hall  
65 North Main Street  
West Bridgewater, MA 02379

MEMORANDUM

To: Kathy Reed, Town Accountant  
Scott Golder, Treasurer/Collector  
Chris Iannitelli, Public Works Director  
Shawn Anderson, Assistant Public Works Director  
Sue Kent, Assistant Town Accountant  
From: David L. Gagne, Town Administrator *DLG*  
RE: Deficit Spending – Snow and Ice  
Date: February 11, 2022

I have reviewed a request from Chris Iannitelli, Director of Public Works, dated February 10, 2022, requesting authorization to deficit spend in Budget 4230 “Snow Removal.” After carefully reviewing all of the facts provided, I authorize deficit spending in said account. Deficit spending can only occur until April 1 of 2022.

Please note, the Board of Selectmen and the Finance Committee historically were required to vote in order to authorize deficit spending. However, Section 74 of the Municipal Modernization Bill, which took effect November 7, 2016, amended MGL C 44 S 31D to no longer require said vote and only requires authorization from the Chief Administrative Officer of the Town.

Therefore, I am authorizing the Public Works Department to deficit spend in Budget 4230.

Any questions, please do not hesitate to contact me.

Thank you



**Department of Public Works**  
63 North Main Street  
West Bridgewater, Ma 02379  
Telephone (508) 894-1217 Fax (508) 894-1219  
Cell (508) 654-4721  
Email [ciannitelli@wbridgewater.com](mailto:ciannitelli@wbridgewater.com)

**Christopher D. Iannitelli**  
Director of Public Works

To: David L. Gagne, Town Administrator  
From: Chris D. Iannitelli, Director of Public Works *CDI*  
Date: 02/10/2022  
Subject: Snow Budget FY22

I request the Town Administrator to authorize to over spend this budget in accordance with MGL C44 §31D.

## TOWN OF WEST BRIDGEWATER

## Expense Control Report

Fiscal Year: 2022 Period From: 7 To: 6

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 001	GENERAL FUND								
Dept 4230	HWY SNOW AND ICE CONTROL								
Proj 0000	.								
**GENERAL FUND.HWY SNOW AND ICE CONTROL.PERSONAL SERVICES									
001.4230.5113	LABOR..	1,388.28	22,800.00	22,800.00	11,528.39	11,271.61	0.00	11,271.61	50.56
	Total **GENERAL FUND.HWY SNOW AND ICE CONTROL.PERSONAL SERVICES	1,388.28	22,800.00	22,800.00	11,528.39	11,271.61	0.00	11,271.61	50.56
**GENERAL FUND.HWY SNOW AND ICE CONTROL.PURCHASE OF SERVICES									
001.4230.5243	EQUIP REPAIRS/MAINTENANCE..	3,137.84	2,000.00	2,000.00	11,569.82	(9,569.82)	0.00	(9,569.82)	578.49
001.4230.5270	EQUIPMENT HIRE..	40,785.50	21,500.00	21,500.00	48,326.25	(26,826.25)	0.00	(26,826.25)	224.77
001.4230.5341	ADVERTISING..	0.00	100.00	100.00	0.00	100.00	0.00	100.00	0.00
001.4230.5398	CONTRACTUAL SERVICES..	0.00	0.00	0.00	1,695.00	(1,695.00)	0.00	(1,695.00)	0.00
	Total **GENERAL FUND.HWY SNOW AND ICE CONTROL.PURCHASE OF SERVICES	43,923.34	23,600.00	23,600.00	61,591.07	(37,991.07)	0.00	(37,991.07)	260.98
**GENERAL FUND.HWY SNOW AND ICE CONTROL.SUPPLIES									
001.4230.5480	GASOLINE..	3,566.16	2,000.00	2,000.00	3,566.16	(1,566.16)	0.00	(1,566.16)	178.31
001.4230.5533	TOOLS AND SUPPLIES..	675.63	1,400.00	1,400.00	8,231.09	(6,831.09)	0.00	(6,831.09)	587.94
001.4230.5534	SAND & SALT..	467.40	39,000.00	39,000.00	467.40	38,532.60	0.00	38,532.60	1.20
001.4230.5536	LIQUID CALCIUM..	0.00	1,500.00	1,500.00	2,912.91	(1,412.91)	0.00	(1,412.91)	194.19
	Total **GENERAL FUND.HWY SNOW AND ICE CONTROL.SUPPLIES	4,709.19	43,900.00	43,900.00	15,177.56	28,722.44	0.00	28,722.44	34.57
**GENERAL FUND.HWY SNOW AND ICE CONTROL.CAPITAL OUTLAY									
001.4230.5889	EQUIPMENT REPLACEMENT..	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
	Total **GENERAL FUND.HWY SNOW AND ICE CONTROL.CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
001.4230.5962	TRANSFER-POLICE REVOLVING FUND	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
Total Proj 0000	.	50,020.81	91,300.00	91,300.00	88,297.02	3,002.98	0.00	3,002.98	96.71
Total Dept 4230	HWY SNOW AND ICE CONTROL	50,020.81	91,300.00	91,300.00	88,297.02	3,002.98	0.00	3,002.98	96.71