

Select Board  
Meeting Minutes  
January 19, 2022, 3:00 PM

Present: Chair Keyes, Selectman Arcudi, Selectwoman Hazard, Town Administrator Schindler, Attorney Brian Riley, Attorney Peter Durning.

Chair Keyes called the meeting to order at 3:02PM. Chair Keyes began the meeting with the Pledge of Allegiance.

Chair Keyes read the purpose below for entering Executive Session.

Selectman Arcudi moved to enter executive session per the purpose specified by Chair Keyes. Selectwoman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Executive Session: In accordance with G.L. c. 30A, §21(a)(3) (Purpose #3), to discuss strategy with respect to litigation that an open meeting may have a detrimental effect on the litigation position of the public body and the chair so declares, which he does. Town of Hopedale v. Jon Delli Priscoli, Trustee of the One Hundred Forty Realty Trust, Land Court Civ. Action No. 20 MISC 000467 [DRR]. Attorneys Brian Riley and Peter Durning present.

The Board will not return to open session.

Chair Keyes dissolved the regular meeting at 3:05PM

*Submitted by:*

*Lindsay Mercier*

*Lindsay Mercier, Executive Assistant*

*Adopted: \_\_\_\_\_*

**Select Board  
Regular Meeting Minutes  
REMOTE MEETING ONLY  
January 24, 2022, 7:00 pm**

Present: Chair Keyes, Selectman Arcudi, Selectwoman Hazard, Town Administrator Schindler

Chair Keyes called the meeting to order at 7:00PM. Chair Keyes began the meeting with the Pledge of Allegiance.

**7:05 pm** Update regarding Town of Hopedale v. Jon Delli Priscoli, Trustee of the One Hundred Forty Realty Trust, Land Court Civ. Action No. 20 MISC 000467 [DRR]; *Attorneys Brian Riley and Peter Durning*

Attorney Durning provided a comprehensive update for the residents regarding this item. Durning stated that the Select Board had authorized his firm to file a motion with the Land Court to return to the Land Court to seek a motion vacating the stipulation of dismissal. Durning's firm filed this on December 30, 2021 and had asked the Court to provide a hearing on this motion, the Court responded stating the earliest hearing date would be February 25, 2022, due to the COVID Omicron variant complications. A hearing regarding the motion to vacate the stipulation of dismissal was scheduled on January 24, 2022, in the afternoon with Judge Rubin. Judge Rubin did not give a timetable for when she would make a decision, but it was stated the Town would not receive a decision until January 31, 2022, or later. The Superior Courts order in jointing the railroad from taking any activity on the land (364 West Street) ends at Sunset on January 31, 2022. Attorney Riley filed an emergency motion asking the Superior Court to extend this injunction. As of now, January 24, 2022, the Superior Court has not taken any action on this injunction request, but the request remains pending. At today's hearing, Attorney Keavaney (railroad) indicated to Judge Rubin that the Railroad would accommodate the Land Court if it needed additional time to come to a decision and movement on the land would not take place.

A request was made by the Counsel for the Citizen Group seeking an interdepartmental transfer of our matter in the Land Court requesting it the Courts Administrative arm, the Chief Justice of the Trial Court. To effectively assign the matters dealing with the Chapter 61 rights at 364 West Street to the Superior Courts in Worcester at minimum and more explicitly to Judge Goodwin. Attorney Durning stated the per his recommendation, the Select Board filed papers with the Chief Justice of the Trial Court, expressing their concern regard the importance of this matter and recognizing the request from the Citizens but refraining from making any explicit requests from the Administrators of the Trial Court in deference to their judgement of how this matter would best be handled Administratively in the Courts. Last week, the Counsel for the Citizen Group, filed a motion to intervene. While the Citizen's Group are present in the Superior Court action, they are not present in the Land Court action. Through this motion to intervene, they sought to obtain the ability to be parties to the current proceeding in the Land Court which is technically dismissed at this point in time unless the Board's motion gets approved. The Board has not taken any action on the motion to intervene. Judge Rubin stated that she is not likely to make a decision on the motion to intervene until she has come to a decision regarding the motion to vacate.

#### Consent Items

Approval of January 10, 2022 Regular Minutes

Selectman Arcudi stated that he has read the regular minutes and has no objections. Chair Keyes and Selectwoman Hazard agreed with Selectman Arcudi.

Selectman Arcudi moved to approve the January 10, 2022 regular minutes. Selectwoman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

#### Appointments and Resignations

Appointment of Richard J. McGuane to the Board of Registrars, effective January 25, 2022 (for a 3-year term)

Chair Keyes read the talent bank form submitted by Richard McGuane. Chair Keyes thanked Richard for his volunteer services to the Town and is excited to have him on the Board of Registrars. Selectman Arcudi stated that Richard's family is very dedicated to the Town of Hopedale and that he will be a great addition to the Board of Registrars.

Selectman Arcudi moved to accept the appointment of Richard J. McGuane to the Board of Registrars, effective January 25, 2022 for a 3-year term. Selectwoman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

#### New Business

Review and Approve Reduced Hours (due to COVID) for Annual Election on May 10, 2022 (Vote)

Chair Keyes stated that the Town Clerk, Lisa Pedrolini informed him that the polls need to be open for at least four (4) hours, and the polls need to be open by noon (12PM). Chair Keyes stated that due to the COVID climate, the hours should be reduced. The Town Clerk informed Chair Keyes that 12PM-7PM or 11AM-7PM has worked in past years due to COVID. Selectwoman Hazard stated that she does not want to cut voting hours. Hazard suggested discussing this item at the next regular Select Board meeting so she can speak with the Town Clerk and have the Town Clerk at the meeting to answer questions. The Board agreed to hold the vote until the next Select Board meeting. No vote was taken.

FY23 Budget 1. Update from Finance Committee Meeting, 1/19 2. Identify Open Contracts; Address Wage Increases for FY23

Town Administrator Schindler stated that the Finance Committee met last Wednesday to discuss the budget, an important topic was what to project to the Departments for inflationary increases for expenses and wages. Schindler stated that the Finance Committee inflation figures were around 7%, this is not specific to Hopedale's contracts or municipality. The Finance Committee is going to continue forward with the Capital Plan and push forward the items that were not included in this year. Selectman Arcudi stated that there needs to be a recommendation from the Finance Committee for non-union wage increases since they are an advisory Board.

Town Administrator Schindler stated that regarding open contracts Call Fire and Clerical are still open. Schindler and Selectwoman Hazard are starting the negotiating process again for Dispatch. Also, the Fire/EMS are in mediation, which will be discussed in tonight's Executive Session.

#### Old Business

Review Final Draft and Adopt Code of Ethics (vote)

Selectman Arcudi stated that the Select Board wanted other Committees/Boards to review and make suggestions regarding edits. Selectman Arcudi asked that the Town Administrator distribute to the Boards/Committees and receive their feedback. Arcudi would like to move this item to the February 14, 2022, regular Select Board meeting to apply the changes or suggestions made by other Boards/Committees then the Select Board will vote to approve. Chair Keyes and Selectwoman Hazard stated that they have no revisions to be made to this draft.

Joint Meeting with Board of Health re: Animal Control Officer – Tabled

Town Administrator Schindler stated that it has not been made clear to her if any action has been taken by the Board of Health regarding this item. Schindler informed the Board of Health of an upcoming intermunicipal agreement update meeting and asked that someone from the Board of Health attend, but she has not received a response. Selectman Arcudi suggested inviting the Board of Health to join the Select Board in the next open session meeting to get an update regarding this item.

Zoning Enforcement Updates re Patriot Auto and Costa Auto & Building Department Updates; Tim Aicardi, Building Commissioner/ZEO

Town Administrator Schindler stated that she had communicated with Tim Aicardi regarding the Class II license violations and additional violations that have been discovered. Tim went to the sites and spoke with the owner's. Tim stated that starting next year, prior to the Select Board approving the annual licenses (common victualler and class licenses) to send him a list so he can inspect the businesses. Tim stated that regarding Patriot Auto and Costa Auto, both of the businesses are working on correcting their license violations with the Building Department and the Zoning Board.

Public and Board Member Comments (votes will not be taken)

Selectman Arcudi commented that in previous meeting minutes it states that the Town Administrator is going to reach out to the Railroad for engineering specs. Ed Burt, Chair of the Water Commission, has reached out to Selectman Arcudi multiple times asking for these specs. Town Administrator Schindler confirmed that Ed Burt has asked her for these specs as well. Schindler stated that she is working on getting the specs from the Railroad and will provide the specs to Ed and the Board.

Selectwoman Hazard stated that regarding the dredging, the Conservation Commission, the Superintendent of Highway, and the Town Administrator walked the park lands and sized up the area. There are companies that are preparing some options (instructions and pricing) regarding how to dredge and what to do with the materials once they are removed from the pond. Chair Keyes asked the Town Administrator to make sure that the Chair of the Parks Commission is involved in this process.

Correspondence and Selectmen Informational Items (votes will not be taken)

Xfinity – Programming Advisory, effective January 25, 2022, Carcol HD ch. 3404 and Mexicana HD ch. 3409 will be added to Xfinity Latino. An X1 TV box or customer owned compatible device and HD technology fee (not included, additional charges may apply) are required to view

Requests for Future Agenda Items:

Joint Meeting with Finance Committee re FY23 Budget

Joint Meeting with the Board of Health re Animal Control Officer and Intermunicipal Agreement for ACO

Administrator Updates

<https://www.hopedale-ma.gov/home/webforms/hopedale-town-projects-initiatives>

Chair Keyes read the executive session paragraph and purpose below.

Selectman Arcudi moved to enter executive session per the paragraph and purpose that Chair Keyes read. Selectwoman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes - Aye

Executive Session: In accordance with G.L. c. 30A, §21(a)(3) (Purpose #3), to discuss strategy with respect to collective bargaining and litigation that an open meeting may have a detrimental effect on the bargaining and litigation position of the public body and the chair so declares, which he does. (Collective Bargaining; DLR Case No. JLM-21-8830, Hopedale Fire/EMS, Attorney Tim Zessin present).

Chair Keyes dissolved the meeting at 8:42PM

Submitted by:

Lindsay Mercier

Lindsay Mercier, Executive Assistant

*Adopted:* \_\_\_\_\_

**Select Board  
Meeting Minutes  
REMOTE MEETING ONLY  
January 31, 2022, 6:00 pm**

Present: Chair Keyes, Selectman Arcudi, Selectwoman Hazard, Town Administrator Schindler

Chair Keyes called the meeting to order at 6:05PM. Chair Keyes began the meeting with the Pledge of Allegiance.

Chair Keyes read the purpose below for entering Executive Session.

Selectwoman Hazard moved to enter executive session per the purpose specified by Chair Keyes. Selectman Arcudi seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Executive Session: Motion: To move into Executive Session, pursuant to M.G.L. c.30A, § 21(a) for item # (3): To discuss strategy with respect to litigation that an open meeting may have a detrimental effect on the litigation position of the public body and the chair so declares. Roll Call Vote

Purpose: Litigation strategy re: Town v. Jon Delli Priscoli, Trustee of the One Hundred Forty Realty Trust, et als, Attorneys Brian Riley and Peter Durning present.

Board returned to Open Session.

**Old Business**

Review and Approve Reduced Hours (due to COVID) for Annual Election on May 10, 2022 (Vote)

Selectwoman Hazard stated that she spoke with the Town Clerk, Lisa Pedroli regarding this item.

Selectwoman Hazard stated that with previous elections there were COVID options available such as mail-in ballots and early election hours. These additional options have been removed and the Town is back to the traditional way of voting. Selectwoman Hazard stated that since these additional options have been removed, the Town should have a full voting day like they did prior to COVID. If the additional voting options become available by the State, then Selectwoman Hazard feels that the Board could revisit this item.

Selectwoman Hazard moved to have voting from 7AM-8PM on Tuesday May 10, 2022 at the Draper Gym. Selectman Arcudi seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Update regarding Town v. Jon Delli Priscoli, Trustee of the One Hundred Forty Realty Trust, et als.

Attorney Peter Durning stated that he will be going over the decision that Judge Rubin and the Land Court came to on Friday afternoon. Durning stated that the important item to understand is with the motion to vacate the stipulation of dismissal which the Town of Hopedale had filed with the Land Court. The question before Judge Rubin was would the Court agree that under rule of Civil Procedure 60B6 that extraordinary circumstances existed where by the Land Court should vacate the stipulation of dismissal and reopen the case in the Land Court. At the time the Town had filed, the matter had been closed. The extraordinary circumstances that the Town of Hopedale cited was primarily the decisions issued by Judge Goodwin in the Superior Court, where in, Judge Goodwin when she ruled that the appropriation did not satisfy the requirement and the Town would need to acquire a separate appropriation if the land transaction was going to proceed under General Laws, Chapter 40 Section 14. Without the separate appropriation, the land transfer could not go forward. With Judge Goodwin's ruling, the appropriation that the Town originally made for the original acquisition could not be applied to the acquisition that was contemplated by the settlement agreement. The Town had open to it several options, Judge Goodwin stated that one of these options was for the Town to pursue the full exercise of the right of first refusal under General Law, Chapter 61 Section 8. The Town brought these circumstances to the Land Court Judge and in the Town's request in the motion to vacate stated that, Judge Goodwin's parameters executed the extraordinary circumstances. Judge Rubin's decision declined to exercise the discretion she has under 60B6, concluding that the Superior Courts determination that the appropriation was not appropriate did not, by itself, constitute extraordinary circumstances. Judge Rubin took note of arguments made by GU RR, that the land purchases by the settlement agreement was one element of an arrange of consideration that is concession being made between the parties. Judge Rubin denied the Towns motion to vacate the stipulation of dismissal in her January 28, 2022, decision. Attorney Durning stated that the Town has 30 days to file an appeal, if the Municipality is considered and agency of the Commonwealth then the Town would have 60 days to file an appeal. Attorney Riley stated that he agrees with Attorney Durning's interpretation of the decisions. In the Superior Court matter, Riley filed a motion to extend the injunction pertaining to the Railroad not making any movement on the land until May 1, 2022. Riley stated that he has not received a response from the Courts regarding this yet.

Chair Keyes asked the Select Board to make a decision regarding the Appeal portion at tonight's meeting. Attorney Durning stated that he has had conversations with Attorney Laurie and Attorney Racer, who represent the Citizen Lawsuit as well as Attorney Keavaney with the GU RR. Durning stated that he formulated and came up with legal strategy independently.

Non-Resident, Rob Fahey, asked Attorney Durning what his opinion is regarding Judge Rubin's response to the Town not holding an additional Town Meeting. Durning stated that Judge Rubin notes in her decision. Ultimately, Judge Rubin rests that whether the Town Meeting vote was taken or not, this did not animate her decision. There was sufficient consideration in the settlement agreement. Beyond whether or not the appropriation is ever ratified by the Town. While Judge Rubin noted that it was somewhat speculative to conclude that Town Meeting would or would not authorize the appropriation.

Resident, Liz Reilly, a member of the Citizen Lawsuit, stated that Attorney Laurie feels that an appeal is worthwhile and asked the Board why they would not consider meeting with her Counsel to discuss this before voting. Attorney Durning stated that he mentioned in his earlier statements that he has spoken with Attorney Laurie and Attorney Racer last Friday. Durning stated that this is a conclusion of his legal opinion and interpretation of what Judge Rubin concluded and his independent assessment of whether or not an appeal would be successful. This is what he is bound to do for the Select Board. Liz again stated that she does not understand why the Board would not come to her Counsel to discuss their legal actions. Attorney Harley Racer stated that his opinion is that there are inconsistent rulings between the Superior Court and the Land Court. This would make a good appeal. Attorney Durning stated that the notion that the injunction should remain while the Town is working through these issues is something they indorse. Durning feels that there is an aspect to understand the proceedings that the two prospective courts were asked two distinctive questions. The Land Court was asked to vacate a stipulation of dismissal under 60B6 if it finds extraordinary circumstances. Regarding this ruling, Attorney During does not feel it conflicts with the Superior Courts conclusion that the appropriation of money needs to be consistent with General Laws Chapter 40, section 14. These are distinct concerns in Attorney Durning's opinion. Chair Keyes stated that if Attorney Durning would like 48 hours to discuss with Attorney Laurie and Attorney Racer before the Board makes a decision regarding an appeal they can do so. Attorney Durning stated that he does not feel the Town is in a time crunch to file the appeal, the Board could postpone to a subsequent meeting by next week. Chair Keyes confirmed that the Board will meet next week to vote for the appeal, a vote will not be taken tonight.

Selectman Arcudi moved to adjourn. Selectwoman Hazard seconded the motion.  
Arcudi – Aye, Hazard – Aye, Keyes – Aye

Chair Keyes dissolved the meeting at 9:09PM

*Submitted by:*

*Lindsay Mercier*

*Lindsay Mercier, Executive Assistant*

*Adopted:* \_\_\_\_\_



**Select Board  
Meeting Minutes  
REMOTE MEETING ONLY  
February 10, 2022, 6:00 pm**

Present: Chair Keyes, Selectman Arcudi, Selectwoman Hazard, Town Administrator Schindler

Chair Keyes called the meeting to order at 6:01PM. Chair Keyes began the meeting with the Pledge of Allegiance.

Chair Keyes read the executive session paragraph and purpose below.

Selectman Arcudi moved to enter executive session per the purpose that Chair Keyes read. Selectwoman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Executive Session: Motion: To move into Executive Session, pursuant to M.G.L. c.30A, § 21(a) for item # (3): To discuss strategy with respect to litigation that an open meeting may have a detrimental effect on the litigation position of the public body and the chair so declares. Roll Call Vote

Purpose: Litigation strategy re: Town v. Jon Delli Priscoli, Trustee of the One Hundred Forty Realty Trust, et als, Attorneys Brian Riley and Peter Durning present.

The Board returned to Open Session at 7:50PM

Old Business

Update regarding Town v. Jon Delli Priscoli, Trustee of the One Hundred Forty Realty Trust, et als.

Chair Keyes stated that the Board will not be opening up the meeting for public comment or discussion. Public comment and discussion will take place at meeting in the near future. Attorney Durning provided an update regarding the Land Court litigation. Durning stated that following the hearing with Judge Goodwin, she did rule to not extend the injunction that she had previously put on the property. Grafton Upton Railroad had agreed to not take any action until Monday, February 14, 2022. Attorney Durning feels that this was a good discussion and following the discussion a vote was taken to appeal Judge Rubin's decision from the Land Court on the motion to vacate the stipulation of dismissal to the Appeals Court and to seek an injunction in the Appeals Court in connection with that request.

Durning stated that an important aspect in the last public session, he had speculated that depending on whether or not the Municipality was viewed as an extension of the Commonwealth. If it was viewed as an extension, Hopedale would have 60 days to file a notice of appeal. On their analysis, a Municipality does not enjoy the status of an extension of the Commonwealth and the agencies that the Commonwealth holds. The time to appeal would be 30 days, which is Monday, February 28, 2022. In an effort to not let the notice expire, the Town is moving forward to file the notice of appeal to Judge Rubin's decision.

Attorney Durning stated that he can report that the robust element of the discussion was the sincere interest in bringing this matter to the residents in a Special Town Meeting that has not been scheduled, a date has not been set. What the Town has learned from the Superior Court and the Land Court is that much of this matter hinges on the Town Meetings review of the potential land acquisition and the appropriations of that acquisition. The Select Board is going to take the steps to bring this matter to Town Meeting so the vote can occur. Attorney Durning stated that the appeal that is being sought in the Appeals Court for Judge Rubin's ruling is an appeal of her decision denying the motion to vacate the stipulation of dismissal under 60B6.

Selectman Arcudi clarified that the Town Meeting is to vote on the appropriation of monies, not to vote on the settlement agreement. Attorney Durning confirmed this statement.

Selectman Arcudi moved to adjourn. Selectwoman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Chair Keyes dissolved the meeting at 8:06PM.

*Submitted by:*

*Lindsay Mercier*

*Lindsay Mercier, Executive Assistant*

*Adopted:* \_\_\_\_\_

**THE HOPEDALE FOUNDATION**  
P. O. Box 123  
HOPEDALE, MA 01747-0123

January 12, 2022

Tricia Perry  
Bancroft Memorial Library  
50 Hopedale Street  
Hopedale, MA 01747

Dear Tricia,

It is a pleasure for me to advise you that at a recent meeting the Trustees of The Hopedale Foundation voted to contribute \$1,000 to the Bancroft Memorial Library.

The enclosed check represents The Hopedale Foundation's 2022 annual contribution.

Sincerely,  
The Hopedale Foundation



Michael A. Diorio  
Administrator

ROCKLAND TRUST

**HOPEDALE FOUNDATION**  
PO BOX 123  
HOPEDALE, MA 01747

1/11/2022

PAY TO THE ORDER OF Bancroft Memorial Library

\$ \*\*1,000.00

One Thousand and 00/100\*\*\*\*\* DOLLARS

Bancroft Memorial Library  
50 Hopedale Street  
Hopedale, MA 01747

MEMO



**Bancroft Memorial Library**  
**50 Hopedale St.**  
**Hopedale, MA 01747**

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21 January 2022

Mr. Michael A. Diorio, Administrator  
The Hopedale Foundation  
P. O. Box 123  
Hopedale, MA 01747-0123

Dear Mr. Diorio and Trustees of The Hopedale Foundation:

On behalf of the Library Trustees, staff, and patrons, I would like to extend our sincere appreciation for your recent donation in the amount of \$1000 to the Bancroft Memorial Library. As in years past, your donation will allow the Library to explore new ways to connect with the residents of Hopedale, through the purchase of library materials, or through programming opportunities and special library needs that may not be covered by the municipal budget.

This year, the Library has continued to explore a variety of measures that allow patrons to more easily access resources and services while remaining ever-vigilant of Covid-19 protocols. Digital content available via the Overdrive/Libby platform has been expanded and now includes nearly 150 digital magazines. Library staff are actively engaged in monitoring usage of these digital resources to mitigate long wait times. We have also increased the number of circulating Hot Spots, allowing patrons more robust options for wireless access wherever they are. Jigsaw puzzles have been added to our circulating collection, and library staff continue to explore new initiatives to engage library users of all ages. Your generous donation will allow us to continue these efforts.

Please know how grateful we are to The Trustees of The Hopedale Foundation for your continued support of the Bancroft Memorial Library and the Hopedale community.

Yours sincerely,

Tricia Perry  
Library Director

cc: Town of Hopedale Select Board



**TOWN OF HOPEDALE  
BOARD, COMMISSION OR COMMITTEE  
TALENT BANK FORM**

Local Government needs citizens to give of their time and talents serving the Town of Hopedale. A Talent Bank has been established to compile a list of interested citizens, willing to serve on a voluntary basis on boards, commissions and committees. Some groups meet often, others require less time, and still others are busy only at specific times of the year. Occasionally, there are requirements for ad hoc committees or sub-committees appointed to work on specific projects. Experience indicates that the two most appropriate qualities for successful service are an open mind and exercise of common sense.

If you are interested in serving, please list the position(s) you wish to be considered for:

Board, Commission or Committee applying for:

FINANCE COMMITTEE

Please return completed forms to:

Town Administrator's Office – Hopedale Town Hall 78 Hopedale Street, Hopedale, MA 01747

The Town Hall mailing address is: P.O. Box 7, Hopedale MA, 01747

Please Note:

- > The Board of Selectmen may fill vacancies until next election.
- > It is recommended that you attend a few meetings of the committee or board you are contemplating joining to help determine your interest.
- > The board/committee will be asked for their recommendation on each applicant appointment.

Name: IAN MICHELSON

Are you a registered voter?  Yes  No

Address: [REDACTED]

How long have you lived in Hopedale? 10 mos.

Home Phone:            Cell Phone: [REDACTED]

E-Mail: [REDACTED]

How would you like to be contacted? EMAIL OR TEXT

Occupation: Marketing Manager, North America

Please list any potential conflicts of interest, e.g. membership in an organization or your business:           

Education and Experience: BOSTON College BA Economics + Philosophy

How many times during the last year have you attended a meeting of the Board/Committee to which you are requesting appointment?

Have you ever had business before the Board/Committee to which you are requesting an appointment?

Yes  No If yes what type of business? \_\_\_\_\_

Special interests and skills: Budgeting and forecasting for  
an Enterprise-level company

Activities, e.g. Government/Civic & Community/Charitable & Educational: none currently -  
Eagle Scout

Reasons for wanting to serve: I would like to get more involved in  
my community, and fiscal responsibility is personally important to me.

*The completion of this form in no way assures appointment. Citizens deemed most qualified to serve in a particular capacity will fill all board, commission or committee vacancies.*

Applicant's Signature



Date

1/23/22

**TOWN OF HOPEDALE  
BOARD, COMMISSION OR COMMITTEE  
TALENT BANK FORM**

Local Government needs citizens to give of their time and talents serving the Town of Hopedale. A Talent Bank has been established to compile a list of interested citizens, willing to serve on a voluntary basis on boards, commissions and committees. Some groups meet often, others require less time, and still others are busy only at specific times of the year. Occasionally, there are requirements for ad hoc committees or sub-committees appointed to work on specific projects. Experience indicates that the two most appropriate qualities for successful service are an open mind and exercise of common sense.

If you are interested in serving, please list the position(s) you wish to be considered for:

Board, Commission or Committee applying for:

Master Plan Steering Committee

Please return completed forms to:

Town Administrator's Office – Hopedale Town Hall 78 Hopedale Street, Hopedale, MA 01747

The Town Hall mailing address is: P.O. Box 7, Hopedale MA, 01747

Please Note:

- The Board of Selectmen may fill vacancies until next election.
- It is recommended that you attend a few meetings of the committee or board you are contemplating joining to help determine your interest.
- The board/committee will be asked for their recommendation on each applicant appointment.

Name: Sarah Greco

Are you a registered voter?  Yes  No

Address: [REDACTED]

How long have you lived in Hopedale? 6 years

Home Phone: / Cell Phone: [REDACTED]

E-Mail: [REDACTED]

How would you like to be contacted? Phone or email

Occupation: Realtor, home stager

Please list any potential conflicts of interest, e.g. membership in an organization or your

business: ? Real estate agent at Custom Home Realty.

Education and Experience: 2 Master Degrees - English/Education & Reading Specialist  
Licensed and active Realtor, Staging business.

How many times during the last year have you attended a meeting of the Board/Committee to which you are requesting appointment? 2



Have you ever had business before the Board/Committee to which you are requesting an appointment?

Yes  No If yes what type of business? \_\_\_\_\_

Special interests and skills: I am a real estate agent and have staged/designated homes since 2019. I was a teacher for 14 years prior to this.

Activities, e.g. Government/Civic & Community/Charitable & Educational: I have volunteered for a number of organizations including Habitat for Humanity, Girls Inc.

Reasons for wanting to serve: We moved to Hopedale 6 years ago because we fell in love with this town. The history, small town feel, local business (and potential) and most importantly the people and educational system are major factors in why we chose Hopedale as our home.

The completion of this form in no way assures appointment. Citizens deemed most qualified to serve in a particular capacity will fill all board, commission or committee vacancies.

Applicant's Signature [Handwritten Signature]

Date 1/25/21

I want to be a part of its future.

\* My husband and I have three small children and we want to watch them grow in a town that stays true to its roots. I want to help be a part of the change that Hopedale will be going through with the development of the Draper property and create an environment that will benefit everyone in the town. I've seen the proposals for the space and I think they address many of the concerns that current residents are expressing. I want to be a voice for our community and show my own children that in order to create change, you need to be a part of that change. ... your consideration!



# HOPE DALE FIRE DEPARTMENT

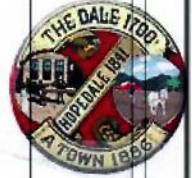
40 Dutcher Street - Hopedale MA. 01747

Tel. (508) 473-1050 Fax: (508) 902-0076

[www.hopedale-ma.gov/fire-department](http://www.hopedale-ma.gov/fire-department)

*Thomas M. Daige - Fire Chief*

*David J. McMorrow - Deputy Chief*



Select Board  
Town Hall Office  
78 Hopedale Street  
Hopedale MA 01747

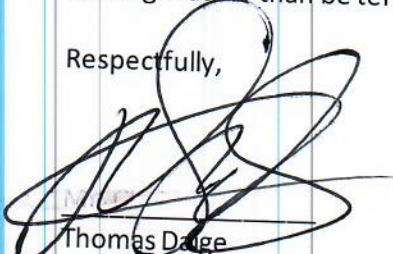
January 28, 2022

Re: Resignation of Call Firefighter Candidate Dylan Loporto

Mr. Chairman,

Please see the attached letter of resignation of Call Firefighter Candidate Dylan Loporto. Dylan had been a member of our department for just under two years. He came to us as a student intern through the independent learning program at the high school and stayed on as a call firefighter candidate. Dylan failed to complete the requirements necessary to remain on our department and was given the option to resign rather than be terminated.

Respectfully,



Thomas Daige  
Fire Chief

Hi Chief Daige,

I am sending you this email because I am resigning as a call firefighter candidate because I am very busy with work and I am still moving out of my parents house. I just think it is too much to handle with all of this going on right now.

Sincerely,  
Dylan Loporto

Michael J. Iacovelli, Jr.



February 2, 2022

Lisa Pedroli  
Town Clerk  
78 Hopedale Street  
Hopedale, MA 01747

Re: Resignation of Planning Board Seat

Dear Lisa:

Please accept this letter as a formal resignation of my seat on the Hopedale Planning Board effective immediately. Unfortunately, the COVID-19 pandemic has made it difficult for me to participate in meetings and I feel it is most appropriate for me to resign my seat. I thank the Town for electing me to serve and I wish my fellow board members and the Town much success in the future.

Sincerely,

Michael J. Iacovelli, Jr.

A handwritten signature in cursive script, appearing to read "Michael Iacovelli, Jr.", written in black ink.

RECEIVED  
2022 FEB - 2 A 10: 38  
HOPEDALE TOWN CLERK

**SELECT BOARD  
LICENSE ROUTING SLIP**

**Date:** 01/26/2022

**Applicant:** Ray Leung

**Business:** Hopedale Pizza Market

**Business Address:** 1 Menfi Way, Hopedale MA 01747

**License Type:** Common Victualler, Non-Sunday Entertainment, Automatic Amusement,  
On-Premise All Alcohol

**DEPARTMENT                      COMMENTS                      SIGNATURE**

**ASSESSORS:** \_\_\_\_\_

**BUILDING/ZONING:** \_\_\_\_\_

**FIRE:** *David J. McManis Deputy Chief*

**HEALTH:** \_\_\_\_\_

**POLICE:** \_\_\_\_\_

**TOWN CLERK:** \_\_\_\_\_

**TREASURER/COLLECTOR:** \_\_\_\_\_

**WATER / SEWER:** \_\_\_\_\_

*Please sign off and return to Lindsay in the Town Administrator's Office or offer comments via email to: [lpeterman@hopedale-ma.gov](mailto:lpeterman@hopedale-ma.gov)*

*Thanks!!*

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**On-Premise All Alcohol**

**DEPARTMENT**                      **COMMENTS**                      **SIGNATURE**

**ASSESSORS:** \_\_\_\_\_

**BUILDING/ZONING:** \_\_\_\_\_

**FIRE:** \_\_\_\_\_

**HEALTH:** \_\_\_\_\_

**POLICE:** \_\_\_\_\_

**TOWN CLERK:** \_\_\_\_\_

**TREASURER/COLLECTOR:**  \_\_\_\_\_

**WATER / SEWER:** \_\_\_\_\_

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*Thanks!!*

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**DEPARTMENT**

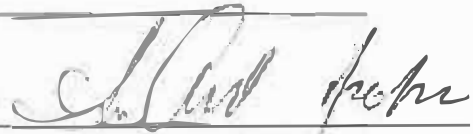
**COMMENTS**

**SIGNATURE**

**ASSESSORS:** \_\_\_\_\_

**BUILDING/ZONING:** \_\_\_\_\_

GSA  
~~KB~~ zone



**FIRE:** \_\_\_\_\_

**HEALTH:** \_\_\_\_\_

**POLICE:** \_\_\_\_\_

**TOWN CLERK:** \_\_\_\_\_

**TREASURER/COLLECTOR:** \_\_\_\_\_

**WATER / SEWER:** \_\_\_\_\_

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Thanks!!

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**DEPARTMENT                      COMMENTS                      SIGNATURE**

**ASSESSORS:** \_\_\_\_\_

**BUILDING/ZONING:** \_\_\_\_\_

**FIRE:** \_\_\_\_\_

**HEALTH:** \_\_\_\_\_

**POLICE:** \_\_\_\_\_

**TOWN CLERK:**                      Lisa M. Pedrolì \_\_\_\_\_

**TREASURER/COLLECTOR:** \_\_\_\_\_

**WATER / SEWER:** \_\_\_\_\_

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*Thanks!!*



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On-Premise All Alcohol

**DEPARTMENT**                      **COMMENTS**                      **SIGNATURE**

**ASSESSORS:** \_\_\_\_\_

**BUILDING/ZONING:** \_\_\_\_\_

**FIRE:** \_\_\_\_\_

**HEALTH:** ✓                      *NO ISSUES*                      *William Fisher Agent*

**POLICE:** \_\_\_\_\_

**TOWN CLERK:** \_\_\_\_\_

**TREASURER/COLLECTOR:** \_\_\_\_\_

**WATER / SEWER:** \_\_\_\_\_

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*Thanks!!*

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**License Type:** Common Victualler, Non-Sunday Entertainment, Automatic Amusement,  
On-Premise All Alcohol

<i>DEPARTMENT</i>	<i>COMMENTS</i>	<i>SIGNATURE</i>
<b>ASSESSORS:</b>	<i>No Comment</i>	<i>[Signature]</i>
<b>BUILDING/ZONING:</b>		
<b>FIRE:</b>		
<b>HEALTH:</b>		
<b>POLICE:</b>		
<b>TOWN CLERK:</b>		
<b>TREASURER/COLLECTOR:</b>		
<b>WATER / SEWER:</b>		

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*Thanks!!*

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On-Premise All Alcohol

**DEPARTMENT                      COMMENTS                      SIGNATURE**

**ASSESSORS:** \_\_\_\_\_

**BUILDING/ZONING:** \_\_\_\_\_

**FIRE:** \_\_\_\_\_

**HEALTH:** \_\_\_\_\_

**POLICE:** \_\_\_\_\_

**TOWN CLERK:** \_\_\_\_\_

**TREASURER/COLLECTOR:** \_\_\_\_\_

**WATER / SEWER:** \_\_\_\_\_ 

*Please sign off and return to Lindsay in the Town Administrator's Office or offer comments via  
email to: [lnettermar@hopedale-ma.gov](mailto:lnettermar@hopedale-ma.gov)*

Thanks!!

Date: 01/26/2022

Applicant: Ray Leung  
Business: Hopdale Pizza Market  
Business Address: 1 Menfi Way, Hopdale MA 01747

License Type: Common Victualler, Non-Sunday Entertainment, Automatic Amusement,  
On-Premise All Alcohol

DEPARTMENT                      COMMENTS                      SIGNATURE

ASSESSORS: \_\_\_\_\_

BUILDING/ZONING: \_\_\_\_\_

FIRE: \_\_\_\_\_

HEALTH: \_\_\_\_\_

POLICE: *Michael A. Dominick* \_\_\_\_\_

TOWN CLERK: \_\_\_\_\_

TREASURER/COLLECTOR: \_\_\_\_\_

WATER/SEWER: \_\_\_\_\_

Please sign off and return to Lindsay in the Town Administrator's Office or offer comments via  
email to: [lpeterman@hopedale-ma.gov](mailto:lpeterman@hopedale-ma.gov)



## TOWN OF HOPEDALE

78 Hopedale Street - P.O. Box 7  
Hopedale, Massachusetts 01747

Tel: 508-634-2203 Fax: 508-634-2200

## BOARD OF SELECTMEN

### LOCAL LICENSING AUTHORITY

### AUTOMATIC AMUSEMENT LICENSE(S)

*Automatic amusement devices, M.G.L. c. 140, § 177A*

*State Statute requires an Automatic Amusement Device License if any of the following is on the premises: any mechanism whereby, upon the deposit therein of a coin or token, any apparatus is released or set in motion or put in a position where it may be set in motion for the purpose of playing any game involving, in whole or in part, the skill of the player, including, but not exclusively, such devices as are commonly known as pinball machines including free play pinball machines, video games and other devices.*

### NEW LICENSE - REQUIRED DOCUMENTATION:

1. Application Form
2. Check made payable to the Town of Hopedale \$100 per device
3. Articles of Organization as filed with Massachusetts Secretary of States office
4. REAP Form (Revenue Enforcement Protection Attestation Form)
5. Copy of Certificate of Good Standing from the Commonwealth of MA –Department of Revenue website: <https://wfb.dor.state.ma.us/webfile/certificate/public/webforms/welcome.aspx>
6. Worker's Compensation Insurance Affidavit
7. Worker's Compensation Policy Declaration Page
8. Emergency Contact Form
9. Business Certificate obtained from Town Clerk's Office
10. Abutter List obtained from Assessor's Office which includes all abutters to the establishment and land owner's directly opposite the establishment
11. Proof of mailing notice to abutters via certified mail (notice must be published in a local newspaper at least 7 days prior to the public hearing and posted with the Town Clerk's Office)
12. Floor plan indicating the proposed location of the devices, the location of exists and all permanent furnishings and any obstructions
13. Public Hearing - SCHEDULED 2/14
14. Approval from Town Departments, Board and Committees
15. Incomplete applications will not be accepted by the Selectmen's Office

### RENEWAL LICENSE - REQUIRED DOCUMENTATION:

1. Application Form
2. Check made payable to the Town of Hopedale \$100 per device
3. REAP Form (Revenue Enforcement Protection Attestation Form)
4. Copy of Certificate of Good Standing from the Commonwealth of MA –Department of Revenue website: <https://wfb.dor.state.ma.us/webfile/certificate/public/webforms/welcome.aspx>
5. Worker's Compensation Insurance Affidavit
6. Worker's Compensation Policy Declaration Page
7. Emergency Contact Form
8. Business Certificate obtained from Town Clerk's Office



RECEIVED BY BOARD OF  
SELECTMEN'S OFFICE

# TOWN OF HOPEDALE

DATE:  
TIME

## AUTOMATIC AMUSEMENT LICENSE APPLICATION / RENEWAL (MGL Ch 140 §177A, Ch 62C §49A)

**TO THE HOPEDALE LOCAL LICENSING AUTHORITY AND / OR STATE LICENSING BOARD:**  
The undersigned hereby applies for an Automatic Amusement Device License per MGL c.140 § Section 177A AND c. 62C §49A and in accordance with the provisions of the Statutes relating thereto, the bylaws of the town and provisions set by the Local Licensing Authority

**PER TOWN OF HOPEDALE BYLAW**  
§ 270-3. Denial, revocation or suspension of license or permit.  
The licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers of any party whose name appears on said list furnished to the licensing authority from the Tax Collector or with respect to any activity, event or other matter which is the subject of such license or permit and which activity, event or matter is carried out or exercised or is to be carried out or exercised on or about real estate owned by any party whose name appears on said list furnished to the licensing authority from the Tax Collector; provided, however, that written notice is given to the party and the Tax Collector, as required by applicable provisions of law, and the party is given a hearing, to be held not earlier than 14 days after said notice.

**PLEASE PRINT:**

Date of Application: \_\_\_\_\_

DBA Name: Hopedale Pizza Market  
Business Address: 1 Menfi Way Hopedale MA 01747  
Street Number Street Name City/Town State Zip

Bus. Owner Name: Ray Kemp Bus. Telephone: \_\_\_\_\_

Business Owner Address: 1A Spaceway Lane, Hopedale, MA, 01747  
Street Number Street Name City/Town State Zip

Business Manager Name: Mihir Shah Telephone: \_\_\_\_\_

Business Manager Home Address: 1A Spaceway Lane Hopedale MA 01747  
Street Number Street Name City/Town State Zip

Corporation Name: NE Restaurant Group Telephone: \_\_\_\_\_

Corporation Address: 1A Spaceway Lane, Hopedale MA 01747  
Street Number Street Name City/Town State Zip

**What are the Hours of Operation of the Automatic Amusement Devices:**

Weekdays: Start Time: 11am End Time: 11pm  
Saturdays: Start Time: 11am End Time: 11pm  
Sundays: Start Time: 11am End Time: 11pm

**Automatic Amusement Device Vendor Information**

Vendor Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

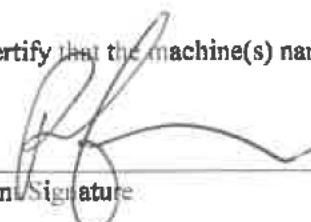
Street Number      Street Name      City/Town      State      Zip

Name of Device or Machine	Coin Operated Yes or No	Manufacturer	State Identification Number

*Licenses granted under this section, unless sooner revoked, shall expire on December thirty-first of each year. Every such license shall specify the street and number of the premises where the automatic amusement device is to be kept or offered for operation or give some particular description of such premises, shall state the type of the automatic amusement device to which it relates, and shall cover any automatic amusement device of the same type which as a substitute or replacement for the automatic amusement device licensed, may, during the term of the license, be kept or offered for operation on the premises specified; but such license shall under no circumstances cover an automatic amusement device of a type other than the type stated in such license; and such license shall not cover the automatic amusement device if in any place other than the premises from time to time specified in such license. No such license shall specify more than one premises at one time. Upon written application, the licensing authority may from time to time amend any license granted under this section by changing the premises specified.*

I hereby swear (affirm) under the pains and penalties of perjury that I am the person named above and that the information provided by me in this document is true and that I am aware of and shall comply with the statutes that prohibit gambling and gaming.

I also certify that the machine(s) named and described herein has/have been approved by the Director of Bureau of Standards.

  
Applicant Signature

1/4/22  
Date

Owner's Signature (New Applicants Only)

Date

Vendor's Signature (New Applicants Only)

Date

The Local Licensing Authority may issue rules and regulations for the use of such automatic music machines by the holders of licenses and it may require, from time to time, the furnishing of reports concerning ownership of such machines, or any interest therein, receipt for the use of such machines, and any other information which it may deem pertinent concerning such instruments, their use and operation.

\*\*\*\*\*ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED\*\*\*\*\*

**NEW APPLICATIONS ONLY**

PLEASE OBTAIN RECOMMENDATIONS FROM INSPECTOR'S PRIOR TO SUBMITTING APPLICATION TO THE BOARD OF SELECTMEN OFFICE

Bldg. Inspector: \_\_\_\_\_ Date: \_\_\_\_\_  Recommend  Do Not Recommend

BOH Agent: \_\_\_\_\_ Date: \_\_\_\_\_  Recommend  Do Not Recommend

Fire Chief: \_\_\_\_\_ Date: \_\_\_\_\_  Recommend  Do Not Recommend

Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_  Recommend  Do Not Recommend

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



D

# The Commonwealth of Massachusetts

William Francis Galvin,  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Articles of Organization (General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

FORMER MUST BE TYPED

### ARTICLE I

The exact name of the corporation is:

NEW ENGLAND RESTAURANT GROUP, INC.

### ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

To own, operate, and engage in the business of a restaurant and bar.

To engage in, transact, and carry on any and all of the foregoing purposes or any other business or activity necessary or convenient for or incidental or ancillary or in any way connected therewith to any or all of the foregoing purposes and as set forth in the the Bylaws of the Corporation, as the same may be amended from time to time; and to have and to exercise any and all powers, rights, and privileges which a corporation may be organized under M.G.L. c. 156D, et seq., as the same may be amended from time to time, and as otherwise permitted by applicable law, rule, or regulation.

### 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.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	1,000			

#### ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

Any and all preferences, limitations, relative rights, duties, obligations, and the like shall be governed by the Bylaws of the Corporation.

#### ARTICLE V

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

The shares of stock of the Corporation are subject to and transferable on the books of the Corporation only upon compliance with the provisions of the stock restrictions applicable thereto in the Bylaws of the Corporation which include, without limitation, satisfaction of certain rights of first refusal with respect to the Corporation and other shareholders.

#### ARTICLE VI

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

An officer or director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for the breach of the officer's or director's duty as an officer or director, except for: (i) liability for any breach of the officer's or director's duty of loyalty to the Corporation or its shareholders; (ii) liability for acts or omissions not made in good faith or which involve intentional misconduct or a knowing violation of law; (iii) liability imposed pursuant to the provisions Chapter 158D (the "Act"); or (iv) liability for any transaction (other than transactions approved in accordance with the Act, these Articles, or the Bylaws) from which the officer or director derived an improper personal benefit. If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of officers or directors, then the liability of an officer or director shall be eliminated or limited to the fullest extent so permitted. Any repeal or modification of this provision by the Corporation shall not adversely affect any right or protection of an officer of the Corporation existing prior to such repeal or modification.

ARTICLE VII

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

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:  
35 County Street, Suite 201, Attleboro, MA 02703
- b. The name of its initial registered agent at its registered office:  
Troy L. Costa, Esq.
- 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):

President: See Schedule A attached hereto for list of Officers.

Treasurer:

Secretary:

Director(s): See Schedule A attached hereto for list of Officers.

- d. The fiscal year end of the corporation:  
December 31
- e. A brief description of the type of business in which the corporation intends to engage:  
Restaurant and bar
- f. The street address of the principal office of the corporation:  
1A Spaceway Lane, Hopedale, MA 01747
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

1A Spaceway Lane, Hopedale, MA 01747, which is  
(number, street, city or town, state, zip code)

- its principal office;
- an office of its transfer agent;
- an office of its secretary/assistant secretary;
- its registered office.

Signed this \_\_\_\_\_ day of January, 2021 by the Incorporator(s):

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

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

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$\_\_\_\_\_ having been paid, said articles are deemed to have been filed with me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.  
*time*

Effective date: \_\_\_\_\_  
(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN  
Secretary of the Commonwealth

\_\_\_\_\_  
Examiner

Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

\_\_\_\_\_  
Name approval

TO BE FILLED IN BY CORPORATION  
Contact Information:

\_\_\_\_\_  
C

Troy L. Costa, Esq.

\_\_\_\_\_  
M

Ursillo, Teltz & Ritich, Ltd.



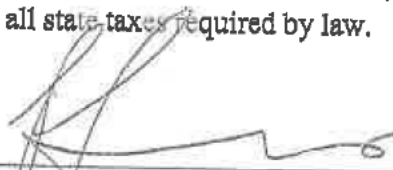
Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Upon filing, a copy of this filing will be available at [www.sec.state.ma.us/cor](http://www.sec.state.ma.us/cor).  
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

**MASSACHUSETTS DEPARTMENT OF REVENUE**  
**REVENUE ENFORCEMENT AND PROTECTION ATTESTATION**  
**(REAP)**

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

  
\_\_\_\_\_  
\*Signature of Individual or Corporate Name (Mandatory)

\_\_\_\_\_  
By: Corporate Officer (Mandatory, if Applicable)

\_\_\_\_\_  
\*\* Social Security Number (voluntary) or Federal Identification Number

\*Licenses or permits will not be issued unless this certification clause is signed by the applicant.

\*\* Will be furnished to the MA Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of M.G.L. Chapter 62C, § 49A.



The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 Office of Investigations  
 Lafayette City Center  
 2 Avenue de Lafayette, Boston, MA 02111-1750  
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: NE Restaurant Group Inc

Address: 1 Montic way

City/State/Zip: Hopedale MA 01747 Phone #: [REDACTED]

Are you an employer? Check the appropriate box:

- 1.  I am an employer with 7 employees (full and/or part-time).\*
- 2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
- 4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

- 5.  Retail
- 6.  Restaurant/Bar/Eating Establishment
- 7.  Office and/or Sales (incl. real estate, auto, etc.)
- 8.  Non-profit
- 9.  Entertainment
- 10.  Manufacturing
- 11.  Health Care
- 12.  Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

*I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.*

Insurance Company Name: Hartford Accident and Indemnity Company

Insurer's Address: One Corando Dr, Suite 2

City/State/Zip: Springfield MA 01104

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: [REDACTED]

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under § 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

*I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.*

Signature: [Signature] Date: 1/4/22

Phone #: [REDACTED]

*Official use only. Do not write in this area, to be completed by city or town official.*

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (check one):

- 1.  Board of Health
- 2.  Building Department
- 3.  City/Town Clerk
- 4.  Licensing Board
- 5.  Selectmen's Office
- 6.  Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_



NERESTA-01

BJENKINS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/4/2022

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

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

**PRODUCER**  
RS Gilmore Insurance Agency, Inc.  
27 Elm Street  
North Attleborough, MA 02760

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** (508) 899-7511 **FAX (A/C, No):**  
**E-MAIL ADDRESS:**

**INSURED**  
**N.E. Restaurant Group Corp DBA Hopedale Pizza Market**  
1A Spaceway Lane  
Hopedale, MA 01747

INSURER(S) AFFORDING COVERAGE		NAIC #
<b>INSURER A:</b> Arbella Protection Insurance Company		41360
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		8500071868	4/22/2021	4/22/2022	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b>					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>					AGGREGATE \$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

### CERTIFICATE HOLDER

### CANCELLATION

For informational purposes only

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/07/2021

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

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

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Judy Pashko	
Complete Benefit Solutions		<b>PHONE (A/C, No, Ext):</b> (877) 253-8020	<b>FAX (A/C, No):</b> (413) 736-8001
One Carando Drive, Suite 1		<b>E-MAIL ADDRESS:</b> jpashko@completepayrolsolutions.com	
Springfield	MA 01104	<b>INSURER'S AFFORDING COVERAGE</b>	
<b>INSURED</b>		<b>INSURER A:</b> Hartford Accident and Indemnity Company	<b>NAIC #</b> 22357
NE Restaurant Group Inc		<b>INSURER B:</b>	
1 Merril Way		<b>INSURER C:</b>	
Hopdale		<b>INSURER D:</b>	
MA		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL214703499      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						<b>EACH OCCURRENCE</b> \$
							<b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$
							<b>MED EXP (Any one person)</b> \$
							<b>PERSONAL &amp; ADV INJURY</b> \$
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>						<b>GENERAL AGGREGATE</b> \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						<b>PRODUCTS - COMP/OP AGG</b> \$
	<b>OTHER:</b>						\$
	<b>AUTOMOBILE LIABILITY</b>						<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$
	<input type="checkbox"/> ANY AUTO						<b>BODILY INJURY (Per person)</b> \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						<b>BODILY INJURY (Per accident)</b> \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						<b>PROPERTY DAMAGE (Per accident)</b> \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						<b>EACH OCCURRENCE</b> \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						<b>AGGREGATE</b> \$
	<b>DED</b> <b>RETENTION \$</b>						\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	<b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</b>	<b>Y/N</b>					<b>E.L. EACH ACCIDENT</b> \$ 100,000
	<b>If yes, describe under DESCRIPTION OF OPERATIONS below</b>	<b>N/A</b>		08WECAL1VFU	04/02/2021	04/02/2022	<b>E.L. DISEASE - EA EMPLOYEE</b> \$ 100,000
							<b>E.L. DISEASE - POLICY LIMIT</b> \$ 500,000

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

### CERTIFICATE HOLDER

### CANCELLATION

Town of Hopdale  
78 Hopdale

Hopdale

MA 01747

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

AUTHORIZED REPRESENTATIVE





THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF HOPEDALE  
EMERGENCY CONTACT FORM

Date: 3/29/21

New England Restaurant Group, Inc.  
Name of Licensed Business

1A Sparrow Ln Hopedale MA 01747  
Address of Business

**EMERGENCY CONTACT INFORMATION**

Raymond Leung  
Name of Emergency Contact

Home Address of Emergency Contact  
[REDACTED]

24 Hour Emergency Contact Telephone Number  
[REDACTED]

Licenses applying for or held in the Town of Hopedale:

Common Victrolers  
non Sunday Entertainment  
Liquor license

**Business Hours**

Weekday Business Hours of Operation Mon-Fri: 12-10

Weekend Business Hours of Operation Sat. & Sun: 12-11

**IF YOU ARE APPLYING FOR AN ENTERTAINMENT LICENSE YOU MUST COMPLETE**

Weekday Entertainment Hours Mon-Fri: 5-10 pm

Weekend Entertainment Hours Sat. & Sun: 12-10 pm

Types of Entertainment: Karaoke, Band, acoustic instruments, music

The premises is  ALARMED  NOT ALARMED

The premises has  SPRINKLER SYSTEM  DOES NOT HAVE SPRINKLER SYSTEM

**THIS FORM MUST BE COMPLETED BEFORE A LICENSE IS ISSUED**



# TOWN OF HOPEDALE

78 Hopedale Street - P.O. Box 7  
Hopedale, Massachusetts 01747

Tel: 508-634-2203 X215 Fax: 508-634-2200  
E-mail: lpedroll@hopedale-ma.gov

File #: 2021-10  
Exp. Date: 30-2025  
 New Filing  
 Renewal-Prev. # \_\_\_\_\_  
\$40.00 \_\_\_\_\_ Date Paid \_\_\_\_\_  
*(With use only)*

Lisa M. Pedrolli  
Town Clerk

## BUSINESS CERTIFICATE

In conformity with the provisions of chapter one hundred ten, section five of the General Laws, as amended, the undersigned hereby declare(s) that a business is conducted under the title of:

NE RESTAURANT GROUP, INC dba Hopedale Pizza Market Bar & Grill

Name of Business (above line)

1 MENFI WAY

Address of Business (above line)

[Redacted] Email Address (above line)

DINE IN & TAKEOUT RESTAURANT

Type of Business (above line)

[Redacted] Telephone Number (above line)

by the following named person(s): (Include title, if corporate officer.)

FULL NAME	RESIDENCE
1. <u>RAYMOND LEUNG</u>	<u>1A SPACEWAY LANE, HOPEDALE</u>
2.	

Under the penalties of perjury, I certify, that to my best knowledge and belief, I have filed all state tax returns and paid all state taxes as required under law. (M.G.L. Chapter 62C, 49A)

\*Signatures:

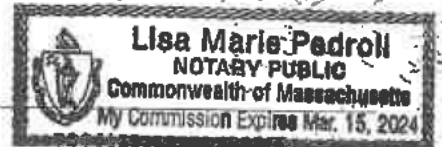
1. [Signature] 2. \_\_\_\_\_

\* This license will not be issued unless this certification clause is signed by the applicant.

State of Massachusetts County of Worcester ss.  
On 3/2/2021, the above named person(s) personally appeared before me and made oath that the foregoing statement is true.

Signature: [Signature] (SEAL)  
Received by Town Clerk's Office: \_\_\_\_\_

Notary Public  
Com. Exp. Date: \_\_\_\_\_



\*NOTE: Signature affixed is for business certificate purposes only and does not defer compliance with the Hopedale Zoning By-Laws.

In accordance with the provisions of Chapter 337 of the Acts of 1985 and Chapter 110, Section 5 of Massachusetts General Laws, **BUSINESS CERTIFICATES SHALL BE IN EFFECT FOR FOUR YEARS FROM THE DATE OF ISSUE AND SHALL BE RENEWED EACH FOUR YEARS THEREAFTER.** A statement under oath must be filed with the City/Town Clerk upon discontinuing, retiring or withdrawing from such business or partnership.

Copies of such certificates shall be available at the address at which such business is conducted and shall be furnished on request during regular business hours to any person who has purchased goods or services from such business.

Violations are subject to a fine of not more than three hundred dollars (\$300) for each month during which such violation continues.

Copies to: Assessor Building Inspector Health Agent Admin

Parcel Count	Location	Co-Owner	Mailing Address	City	State
22-15-0	2 AIRPORT DRIVE	✓ MENFI JOSEPH	1 AIRPORT RD	HOPEDALE	MA 01747-1529
22-15-1	1 AIRPORT DRIVE EXT.	✓ INDUSTRIAL PARK CORPORATION	1 AIRPORT RD	HOPEDALE	MA 01747-1529
22-18-0	4 AIRPORT RD	✓ INDUSTRIAL PARK CORPORATION	1 AIRPORT RD	HOPEDALE	MA 01747-1529
22-17-0	8 AIRPORT RD	✓ INDUSTRIAL PARK CORPORATION	1 AIRPORT RD	HOPEDALE	MA 01747-1529
22-18-0	8 AIRPORT RD	✓ INDUSTRIAL PARK CORPORATION	1 AIRPORT RD	HOPEDALE	MA 01747-1529
22-19-0	10 AIRPORT RD	✓ MENFI JOSEPH	1 AIRPORT RD	HOPEDALE	MA 01747
22-20-0	11 AIRPORT RD	✓ INDUSTRIAL PARK CORPORATION	1 AIRPORT RD	HOPEDALE	MA 01747-1529
22-21-0	8 AIRPORT RD	✓ INDUSTRIAL PARK CORPORATION	1 AIRPORT RD	HOPEDALE	MA 01747-1529
22-22-0	7 AIRPORT RD	✓ 7 AIRPORT ROAD, LLC	1 AIRPORT RD	HOPEDALE	MA 01747-1529
22-23-0	5 AIRPORT RD	✓ MENFI JOSEPH	1 AIRPORT RD	HOPEDALE	MA 01747
22-24-0	3 AIRPORT RD	✓ INDUSTRIAL PARK CORPORATION	1 AIRPORT RD	HOPEDALE	MA 01747-1529
22-27-0	118 PLAIN ST	✓ CLAR JESSICA	118 PLAIN ST	HOPEDALE	MA 01747-2105
22-27-3	118 PLAIN ST	✓ BOND JEFFREY L	118 PLAIN ST	HOPEDALE	MA 01747
22-29-0	1 SPACEWAY LN	✓ INDUSTRIAL PARK CORPORATION	10 TANDEN WAY	HOPEDALE	MA 01747-1529
22-30-0	10 TANDEN WY	✓ NORMANDIN DAVID & CYNTHIA TRST	10 TANDEN WAY	HOPEDALE	MA 01747-2101
25-1-0	12 AIRPORT RD	✓ MENFI JOSEPH	1 AIRPORT RD	HOPEDALE	MA 01747
25-10-0	3 AB LANDING LN	✓ INDUSTRIAL PARK CORPORATION	1 AIRPORT RD	HOPEDALE	MA 01747-1529
25-11-0	1 AB LANDING LN	✓ MENFI JOSEPH	1 AIRPORT RD	HOPEDALE	MA 01747-1529
25-12-0	13 AIRPORT RD	✓ INDUSTRIAL PARK CORPORATION	1 AIRPORT RD	HOPEDALE	MA 01747-1529
25-17-0	112 HARTFORD AV	✓ MENFI JOSEPH	112 HARTFORD AVE	HOPEDALE	MA 01747-2105
25-18-0	114 HARTFORD AV	✓ MELIN KENNETH R & HELEN M - LE	P O BOX 29	MEMDON	MA 01796
25-18-0	116 HARTFORD AV	✓ POPKIN BENJAMIN D	116 HARTFORD AVE	HOPEDALE	MA 01747-1532
25-19-1	116 REAR HARTFORD AV	✓ POPKIN BENJAMIN D	116 HARTFORD AVE	HOPEDALE	MA 01747-1532
25-2-0	14 AIRPORT RD	✓ MENFI JOSEPH	1 AIRPORT RD	HOPEDALE	MA 01747-1529
25-20-0	124 HARTFORD AV	✓ MENFI JOSEPH	80 AIRPORT RD	HOPEDALE	MA 01747-1529
25-21-0	128 HARTFORD AV	✓ BEVILACQUA HOMES LLC	1285 QUAKER HWY	HOPEDALE	MA 01568
25-22-0	130 HARTFORD AV	✓ GATELY PAULA T	130 HARTFORD AVE	HOPEDALE	MA 01747-1504
25-23-1	136 HARTFORD AV	✓ HOPEDALE BUSINESS PARK CORP	1 AIRPORT DR	HOPEDALE	MA 01747
25-28-0	4 BUSINESS WY	✓ INDUSTRIAL PARK CORPORATION	1 AIRPORT RD	HOPEDALE	MA 01747-1529
25-29-0	6 BUSINESS WY	✓ HOPEDALE MINI STORAGE	1 AIRPORT RD	HOPEDALE	MA 01747
25-3-0	16 AIRPORT RD	✓ MENFI JOSEPH	1 AIRPORT RD	HOPEDALE	MA 01747-1529
25-30-0	5 BUSINESS WY	✓ INDUSTRIAL PARK CORPORATION	1 AIRPORT RD	HOPEDALE	MA 01747-1529
25-6-0	120 HARTFORD AV	✓ RAY MICHAEL	120 HARTFORD AVENUE	HOPEDALE	MA 01747
25-7-0	17 25 AIRPORT RD	✓ INDUSTRIAL PARK CORPORATION	1 AIRPORT RD	HOPEDALE	MA 01747-1529
25-8-0	4 6 LANDING LN	✓ INDUSTRIAL PARK CORPORATION	1 AIRPORT RD	HOPEDALE	MA 01747-1529
Parcel Count	36				

End of Report

TOWN OF  
BELLINGHAM  
MEMDON

WAR NOTICE 1/27/22



## TOWN OF HOPEDALE

78 Hopedale Street - P.O. Box 7  
Hopedale, Massachusetts 01747  
Tel: 508-634-2203 Fax: 508-634-2200  
www.hopedale-ma.gov

**SELECT BOARD**  
Brian R. Keyes, Chair  
Louis J. Arcudi, III  
Glenda A. Hazard

**Town Administrator**  
Diana M. Schindler

### **PUBLIC HEARING HOPEDALE SELECT BOARD LIQUOR & ADDITIONAL LICENSES**

The Hopedale Select Board, acting as the Local Licensing Authority, will hold a REMOTE ZOOM meeting on Monday, February 14, 2022 at 7:15 P.M., to consider an application for an on-premise annual all alcohol license, common victualler license and non-Sunday entertainment license from the NE Restaurant Group, Inc, DBA Hopedale Pizza Market Bar and Grill, President and Director, Ray Leung and Treasurer and Director, Mr. Mihir Shah. Location of Premises: 1 Menfi Way, Hopedale, MA 01747. This meeting will be conducted via remote participation and every effort will be made to ensure that the public can adequately access and participate in the proceedings as provided for in the Order. Members of the public who wish to watch the meeting may do so by viewing the Hopedale Access Channels. Public participation in the public hearing may be undertaken as follows:

**Topic: Board of Selectmen Meeting**

**Time: February 14, 2022 07:00 PM Eastern Time (US and Canada)**

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/81873864755?pwd=NU1IU1Y2dXJXNnBqU0hGRm5RODU0QT09>**

**Meeting ID: 818 7386 4755**

**Passcode: 746557**

**SELECT BOARD**  
Brian R. Keyes, Chair  
Louis J. Arcudi, III  
Glenda A. Hazard

PUBLISHED TO MILFORD DAILY  
1/27/2022 ★  
— PER  
LINDSAY



# TOWN OF HOPE DALE

78 Hopedale Street - P.O. Box 7  
Hopedale, Massachusetts 01747

Tel: 508-634-2203 Fax: 508-634-2200

## SELECT BOARD

Brian R. Keyes, Chair  
Louis J. Arcudi, III  
Glenda A. Hazard

January 24, 2022

To: Abutters

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### Legal Notice

The Board of Selectmen, acting as the Local Licensing Authority, will hold a REMOTE ZOOM meeting on Monday, February 14, 2022 at 7:15 P.M., to consider an application for an on-premise annual all alcohol license, Common Victualler License, and a Non-Sunday Entertainment License from the NE Restaurant Group, Inc, DBA Hopedale Pizza Market Bar and Grill, President and Director, Mr. Ray Leung. Location of Premises: 1 Menfi Way, Hopedale, MA 01747. This meeting will be conducted via remote participation and every effort will be made to ensure that the public can adequately access and participate in the proceedings as provided for in the Order. Members of the public who wish to watch the meeting may do so by viewing the Hopedale Access Channels. Public participation in the public hearing may be undertaken as follows:

**Topic: Board of Selectmen Meeting**

**Time: February 14, 2022 07:00 PM Eastern Time (US and Canada)**

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/81873864755?pwd=NU1IU1Y2dXJXNnBqU0hGRm5RODU0QT09>**

**Meeting ID: 818 7386 4755**

**Passcode: 746557**

**HOPE DALE SELECT BOARD**

**Brian R. Keyes, Chairman**

**Louis J. Arcudi, III**

**Glenda A. Hazard**

MAILED 1/24/2022  
PER LINDSAY  
1/24/22



67 Roger Williams Blvd  
 Johnston, RI 02881  
 Phone: 401-942-8888  
 Fax: 401-942-8889  
 www.rdginteriors.com

Notes: 1. All items are the sole property of R.D. Design  
 2. Do not use furniture or materials for  
 projects without written permission.  
 3. All items are subject to change without  
 notice and of course, to stock availability.  
 4. Materials to be substituted without written  
 permission is the client's responsibility and  
 may result in change of price and lead time.  
 5. All items are subject to change without  
 notice.

**HOPEDALE PIZZA**  
 1 1/2 BLDG UNIT, HOPEDALE, RI  
 02881

ESSE  
 1 1/2 BLDG UNIT, HOPEDALE, RI  
 02881

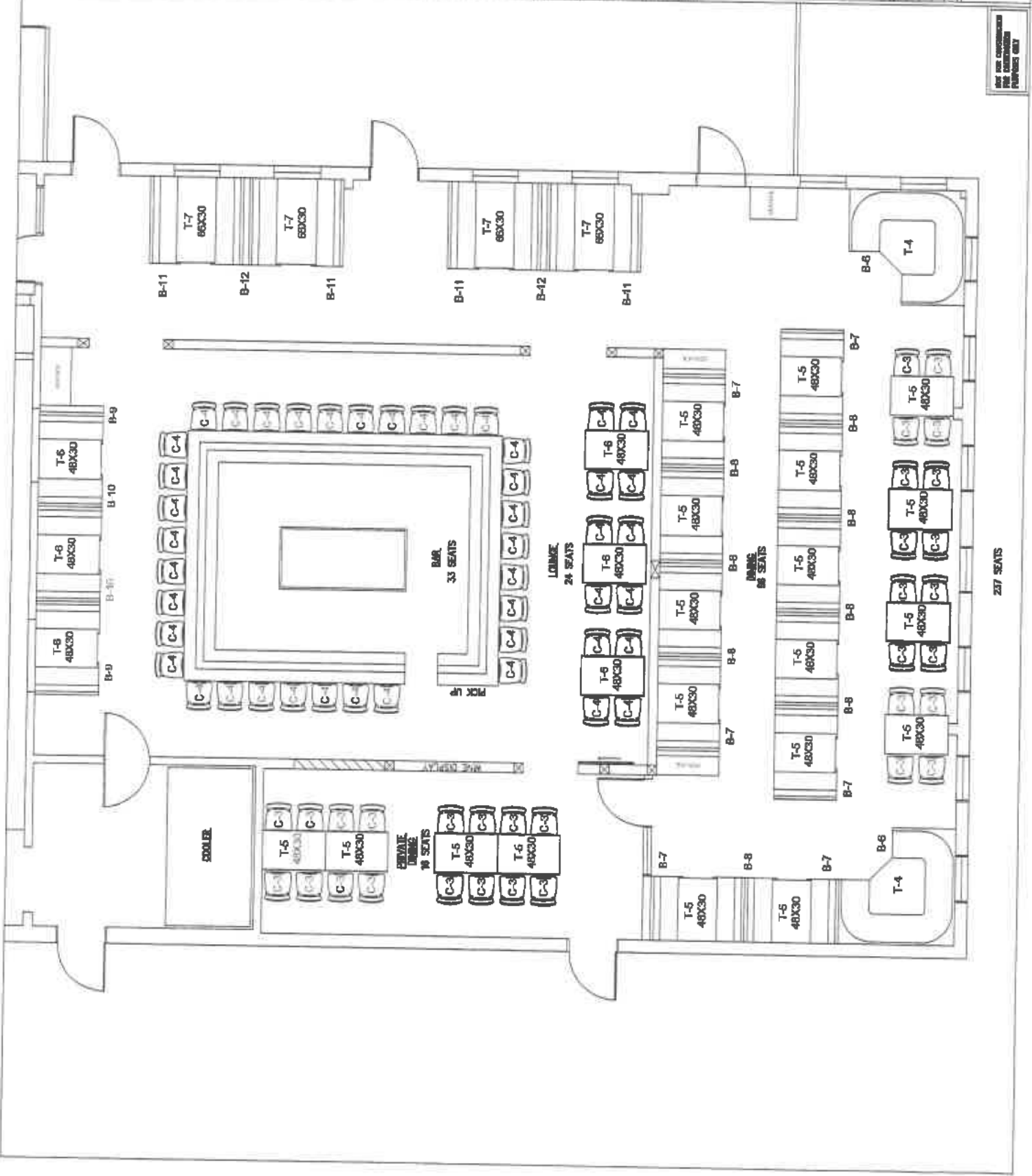
REVERENDS  
 1 1/2 BLDG UNIT, HOPEDALE, RI  
 02881

**FURNITURE  
 PLAN  
 FORMAL DINING**

PROJECT: F. HOPEDALE, RI  
 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN  
 SCALE: 1/4" = 1'-0"  
 DATE: 6-4-08

**SK 2.0**

DO NOT CONSIDER THIS PLAN AS A CONTRACT. SEE CONTRACT FOR DETAILS.





TOWN OF HOPEDALE  
MASSACHUSETTS

AUTOMATIC AMUSEMENT DEVICES

**SUBJECT:** Automatic Amusement Devices for hire, gain or reward, approved by the Director of Standards under Section 283 of Chapter 94

**REFERENCE:** Massachusetts General Law (Annotated), Chapter 140 §177A

**GENERALLY:**

1. The Board of Selectmen may grant, and after written notice to the licensee, suspend or revoke a license to keep and operator an automatic amusement device.
2. The term "AUTOMATIC AMUSEMENT DEVICE" shall mean any mechanism whereby, upon the deposit therein of a coin or token, any apparatus is released or set in motion or put in a position where it may be set in motion for the purpose of playing any game involving, in whole or in part, the skill of the player, including, but not exclusively, such devices as are commonly known as pinball machines including free play pinball machines, simulated sports games, computer games, video games and other devices.
3. Licenses when issued pursuant to this procedure shall expire on December thirty-first of each year unless sooner revoked.
4. Every such license shall specify the street and number of the premises where the automatic amusement device is to be kept or offered for operation or give some particular description of such premises, shall state the type of the automatic amusement device to which it relates, and shall cover any automatic amusement device of the same type which as a substitute or replacement for the automatic amusement device licensed, may, during the term of the license, be kept or offered for operation on the premises specified; but such license shall under no circumstances cover an automatic amusement device of a type other than the type stated in such license; and such license shall not cover the automatic amusement device if in any place other than the premises from time to time specified in such license.
5. No such license shall specify more than one premises at one time. Upon written application, the licensing authority may from time to time amend any license granted under Chapter 140 §177A by changing the premises specified.

APPLICATION PROCEDURE

- 1.1. No person, corporation, partnership, sole proprietorship, club or entity by whatever name, title, organization or structure, however defined or described, shall operate, permit, or cause to be operated any automatic amusement device or whatever kind or however described, without first apply to the Board and receiving a permit therefore pursuant to these regulations.
- 1.2. No license shall be granted unless the applicant is the owner of the business where it is proposed to locate the automatic amusement device.



- 1.3. Applications for any automatic amusement device license shall be made in writing on approved forms by the Board of Selectmen.
- 1.4. A floor plan shall accompany each application indicating the proposed location of the device(s), the location of exits, and all permanent furnishings and obstructions. Floor plans shall be reviewed and approved by the Fire Chief or their designee and the Building Inspector's office.

### INVESTIGATION

- 2.1 Upon receipt of an application for a license where any by-law of the Town necessitates an inspection or investigation before issuance of the license, the Board of Selectmen shall such application to the proper officer and said officer shall make such investigation with approximately five days of the date of receipt of such application. The Board of Health shall make or cause to be made an investigation in regard to such licenses; the Building Inspector shall make or cause to be made any such inspections relative to the construction of any buildings. All other investigations, except as otherwise provided, shall be made by the Chief of Police or some other officer designated by the Chief of Police.

### PUBIC HEARING

- 3.1 A public hearing shall be held on the original application.
- 3.2 When a completed application is received by the Board of Selectmen on the required form, the BOS shall cause a legal notice to be published (*at the sole expense of the applicant*), in a newspaper of general circulation in the Town, at least seven days prior to the date set by the Board for a public hearing on said application.
- 3.3 All abutters to the establishment and owners of land directly opposite of the establishment where the proposed devices are to be located shall be notified by certified mail (*at the expense of the applicant*) of the time, date and place of public hearing.
- 3.4 No license shall be issued until payment of the costs of the notice defined in paragraphs 3.2 and 3.3 above have been received by the Board of Selectmen's office.

### APPLICATION REVIEW

- 4.1 The Board shall review and act on each application for an AUTOMATIC AMUSEMENT DEVICE.
- 4.2 No license shall be granted that would involve a violation of the Massachusetts General Laws, Zoning By-Laws or General By-Laws of the Town.
- 4.3 No license shall be granted unless the premises where the devices are to be located have a principal use as a recreational facility permitted under the Zoning By-Laws, or as a restaurant, or a non-profit Club chartered for any purpose described in Chapter 180 §2 of the Massachusetts General Laws.
- 4.4 The Board may deny a license where the applicant is not a suitable person, or if, in its discretion, it finds that the general good, order and welfare of the community require, or for other lawful reasons.

## ISSUING LICENSES

- 5.1 The Board of Selectmen shall establish and may amend from time to time, the schedule of fees for licenses issued, the applicant shall pay the applicable fee for each machine and shall pay any other outstanding charges pursuant to the public hearing and regulations herein.
- 5.2 Licenses shall be non-assignable and non-transferable.
- 5.3 Licensed automatic amusement devices shall be so installed on the premises described in the license as to be in open view at all times while in operation s and shall at all times be available for inspection.
- 5.4 No person keeping or offering for operation, or allowing to be kept or offered for operation, any automatic amusement device licensed under this section, shall permit the same to be used for the purpose of gambling.

## ADDITIONAL REGULATIONS

- 6.1 No owner, operator, employee or person in charge shall allow any minor (under 17 years of age who is improperly absent from school without permission of parent, guardian, or school authorities) to play or use any such electronic amusement device.
- 6.2 No device for which a license is sought may b used for gaming, nor shall such device or premises be at any time in violation of Chapter 14 §271 of the General Laws, or any other provisions of the General Laws which prohibit or prescribe gaming or gambling in any form. Any finding by the Board of Selectmen that any provision of this section has been violated shall result in immediate revocation of any such license. The applicant shall provide the Board with the state identification number of each device.
- 6.3 Any entity as set forth in paragraph 1.1 found t be in violation of any provisions of these regulations shall be liable for a fin of one hundred dollars (\$100.00) payable to the Town as provided by Chapter 140 §178.
- 6.4 Each and every section of these regulations shall be complied with to reasonable ratification of the Board, whose determination of compliance shall be find within the administrative jurisdiction of the Board of Selectmen.
- 6.5 Ay application submitted with false or inaccurate information may cause the board to deny and/or revoke the license.

Board of Selectmen Review:     June 20, 2016

Board of Selectmen Adopted:



## TOWN OF HOPEDALE

78 Hopedale Street - P.O. Box 7  
Hopedale, Massachusetts 01747

Tel: 508-634-2203 Fax: 508-634-2200

## BOARD OF SELECTMEN

### LOCAL LICENSING AUTHORITY

### COMMON VICTUALLER LICENSE(S)

#### *Common Victualler License, M.G.L. c. 140, § 2*

*Licensing authorities may grant licenses to persons to be inn holders or common victuallers. Such license shall not be issued or be valid until it has been signed by a majority of the aldermen in cities where the license is to be granted by the aldermen, by a majority of the licensing board in other cities or by the selectmen in towns. An alderman, any member of the licensing board or a selectman may refuse to sign a license for a person who, in his opinion, has not complied with this chapter. This section shall not require the licensing authorities to grant either of said licenses if, in their opinion, the public good does not require it. Unless otherwise established in a town by town meeting action and in a city by city council action, and in a town with no town meeting by town council action, by adoption of appropriate by-laws and ordinances to set such fees, a fee of not more than twenty-five dollars may be charged for either of said licenses, but in no event shall any such fee be greater than \$100. The licenses shall be recorded in the office of the licensing authorities. An alderman, member of a licensing board or selectman who signs a license granted contrary to this chapter shall be punished by a fine of not more than fifty dollars.*

#### NEW LICENSE - REQUIRED DOCUMENTATION:

1. Application Form
2. Check made payable to the Town of Hopedale - \$75.00
3. Articles of Organization as filed with Massachusetts Secretary of State's office
4. REAP Form (Revenue Enforcement Protection Attestation Form)
- NEEDS 5. Copy of Certificate of Good Standing from the Commonwealth of MA - Department of Revenue website: <https://wfb.dor.state.ma.us/webfile/certificate/public/webforms/welcome.aspx>
6. Worker's Compensation Insurance Affidavit
7. Worker's Compensation Policy Declaration Page
8. Emergency Contact Form
9. Business Certificate obtained from Town Clerk's Office (508 634-2203 X215)
10. Abutter List obtained from Assessor's Office which includes all abutters to the establishment and land owner's directly opposite the establishment
11. Proof of mailing notice to abutters via certified mail (notice must be published in a local newspaper at least 7 days prior to the public hearing and posted with the Town Clerk's Office)
12. Floor plan indicating the proposed location of the devices, the location of exists and all permanent furnishings and any obstructions
- ★ 13. Public Hearing
- ★ 14. Approval from Town Departments, Board and Committees
15. Must provide a copy of the Fire/Safety Inspection of the licensed premises
16. Contact the Board of Health office (508 634-2203 X222) to obtain a copy of the food permit
17. Incomplete applications will not be accepted by the Selectmen's Office

NEEDS #13 & 14 AS OF 11/24  
PUB HEARING SCHEDULED 2/14



RECEIVED BY BOARD OF  
SELECTMEN'S OFFICE

# TOWN OF HOPEDALE

DATE:

TIME

## COMMON VICTUALLER APPLICATION/RENEWAL (M.G.L. Ch 140 §§ 1-9, M.G.L. 62C § 49A, M.G.L. Ch 152 § 25C (6) & Town Regulation)

**\*\*\*\*\*ONLY COMPLETED APPLICATIONS WILL BE ACCEPTED\*\*\*\*\***

NEW

RENEWAL

**IF YOU ALSO PLAN TO HAVE ENTERTAINMENT ON YOUR PREMISES, STATE AND LOCAL  
STATUTES REQUIRE THAT YOU OBTAIN AN ENTERTAINMENT LICENSE.**

**PLEASE PRINT:**

Date of Application: 3/31/21

DBA Name: Hopedale Pizza Market Bar and Grill

Business Address: 1 ment way Hopedale MA 01747  
Street Number Street Name City/Town State Zip

Corporation Name: New England Restaurant Group, Inc. Telephone: [REDACTED]

Corporation Address: 1A spaceway Ln Hopedale MA 01747  
Street Number Street Name City/Town State Zip

Bus. Owner Name: Ray Leung Bus. Telephone: [REDACTED]

Business Owner Address: [REDACTED]  
Street Number Street Name City/Town State Zip

Property Owner Name: Hopedale Airport Industrial Park Telephone: [REDACTED]

Property Owner Home Address: 1 Airport Rd Hopedale MA 01747  
Street Number Street Name City/Town State Zip

**RENEWAL APPLICATIONS**

**All Renewal License Holders: Please read, sign and date statement of Premise**

- If you are NOT making changes to your current license including the following:  
Business Name, Manager, Days/Hours of Operation, or premises changes, please check the box and sign and date below (this must be signed by a current business owner.)

*I am requesting to renew my Common Victuallers License(s) set to expire this calendar year on December 31, I have not made any of the above changes and promise to report any changes immediately to the Licensing Board.*

\_\_\_\_\_  
Print Name of License Holder

\_\_\_\_\_  
Signature and Date of License Holder

**ANY CHANGES MADE TO YOUR EXISTING LICENSE REQUIRES PRIOR APPROVAL BY THE LOCAL LICENSING AUTHORITY.**

**NEW APPLICATIONS ONLY**

**Premise Information**

1. Former Activity at Premises: Liz' Diamond Bar + Grill
2. Are Premises Completed?  Yes       No  
If no, have you obtained site plan approval from the Planning Board?  Yes     No  
Date: \_\_\_\_\_
3. Have you obtained a Building Permit?      Have you obtained an Occupancy Permit?  
 Yes  No    Date: \_\_\_\_\_       Yes  No    Date: \_\_\_\_\_
4. Are the premises equipped with fixtures or supplied with the necessary implements and facilities to conduct the business?       Yes       No
5. Have you obtained a Food Service Permit from the Health Agent?  
 Yes       No      Date: \_\_\_\_\_
6. Have you attached a plan of the premises describing the location of all exits, restrooms, facilities and permanent fixtures?       Yes       No      Date: \_\_\_\_\_

PLEASE OBTAIN RECOMMENDATIONS FROM INSPECTORS PRIOR TO SUBMITTING APPLICATION TO THE BOARD OF SELECTMEN'S OFFICE

Building Inspector: \_\_\_\_\_ Date: \_\_\_\_\_  Recommend  Do Not Recommend

Fire Chief: \_\_\_\_\_ Date: \_\_\_\_\_  Recommend  Do Not Recommend

Board of Health: \_\_\_\_\_ Date: \_\_\_\_\_  Recommend  Do Not Recommend

If you are not recommending, please list reason:

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ALL APPLICANTS MUST COMPLETE AND SIGN THE FOLLOWING STATEMENT:

*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. I also certify that I do not owe the Town of Hopedale any outstanding local taxes, fees, assessments, betterments or any municipal charges.*

*Raymond Lewis*

Printed name of person responsible for License



\*Signature of Person who is Responsible for License



Tax ID Number as filed with Mass DOR

D

# The Commonwealth of Massachusetts

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Articles of Organization (General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

FORM MUST BE TYPED

### ARTICLE I

The exact name of the corporation is:

NEW ENGLAND RESTAURANT GROUP, INC.

### ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

To own, operate, and engage in the business of a restaurant and bar.

To engage in, transact, and carry on any and all of the foregoing purposes or any other business or activity necessary or convenient for or incidental or ancillary or in any way connected therewith to any or all of the foregoing purposes and as set forth in the the Bylaws of the Corporation, as the same may be amended from time to time; and to have and to exercise any and all powers, rights, and privileges which a corporation may be organized under M.G.L. c. 156D, et seq., as the same may be amended from time to time, and as otherwise permitted by applicable law, rule, or regulation.

### 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.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	1,000			

#### ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

Any and all preferences, limitations, relative rights, duties, obligations, and the like shall be governed by the Bylaws of the Corporation.

#### ARTICLE V

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

The shares of stock of the Corporation are subject to and transferable on the books of the Corporation only upon compliance with the provisions of the stock restrictions applicable thereto in the Bylaws of the Corporation which include, without limitation, satisfaction of certain rights of first refusal with respect to the Corporation and other shareholders.

#### ARTICLE VI

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

An officer or director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for the breach of the officer's or director's duty as an officer or director, except for: (i) liability for any breach of the officer's or director's duty of loyalty to the Corporation or its shareholders; (ii) liability for acts or omissions not made in good faith or which involve intentional misconduct or a knowing violation of law; (iii) liability imposed pursuant to the provisions Chapter 156D (the "Act"); or (iv) liability for any transaction (other than transactions approved in accordance with the Act, these Articles, or the Bylaws) from which the officer or director derived an improper personal benefit. If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of officers or directors, then the liability of an officer or director shall be eliminated or limited to the fullest extent so permitted. Any repeal or modification of this provision by the Corporation shall not adversely affect any right or protection of an officer of the Corporation existing prior to such repeal or modification.



ARTICLE VII

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

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:  
35 County Street, Suite 201, Attleboro, MA 02703
- b. The name of its initial registered agent at its registered office:  
Troy L. Costa, Esq.
- 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):

President: See Schedule A attached hereto for list of Officers.

Treasurer:

Secretary:

Director(s): See Schedule A attached hereto for list of Officers.

- d. The fiscal year end of the corporation:  
December 31
- e. A brief description of the type of business in which the corporation intends to engage:  
Restaurant and bar
- f. The street address of the principal office of the corporation:  
1A Spaceway Lane, Hopedale, MA 01747
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

1A Spaceway Lane, Hopedale, MA 01747, which is  
(number, street, city or town, state, zip code)

- its principal office;
- an office of its transfer agent;
- an office of its secretary/assistant secretary;
- its registered office.

Signed this \_\_\_\_\_ day of January, 2021 by the incorporator(s):

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

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

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$\_\_\_\_\_ having been paid, said articles are deemed to have been filed with me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, at \_\_\_\_\_ a.m./p.m. \_\_\_\_\_  
*time*

Effective date: \_\_\_\_\_  
(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN  
Secretary of the Commonwealth

\_\_\_\_\_  
Examiner

Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

\_\_\_\_\_  
Name approval

TO BE FILLED IN BY CORPORATION  
Contact Information:

\_\_\_\_\_  
C

Troy L. Costa, Esq.

\_\_\_\_\_  
M

Ursillo, Teltz & Ritch, Ltd.

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Upon filing, a copy of this filing will be available at [www.sec.state.ma.us/cor](http://www.sec.state.ma.us/cor).  
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

**MASSACHUSETTS DEPARTMENT OF REVENUE**  
**REVENUE ENFORCEMENT AND PROTECTION ATTESTATION**  
**(REAP)**

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

  
\_\_\_\_\_  
\*Signature of Individual or Corporate Name (Mandatory)

\_\_\_\_\_  
By: Corporate Officer (Mandatory, If Applicable)

\_\_\_\_\_  
\*\* Social Security Number (voluntary) or Federal Identification Number

\*Licenses or permits will not be issued unless this certification clause is signed by the applicant.

\*\* Will be furnished to the MA Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of M.G.L. Chapter 62C, § 49A.



The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 Office of Investigations  
 Lafayette City Center  
 2 Avenue de Lafayette, Boston, MA 02111-1750  
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: NE Restaurant Group Inc

Address: 1 Montic way

City/State/Zip: Hopkinton MA 01747 Phone #: [REDACTED]

Are you an employer? Check the appropriate box:

- 1.  I am an employer with 7 employees (full and/or part-time).\*
- 2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
- 4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

- 5.  Retail
- 6.  Restaurant/Bar/Eating Establishment
- 7.  Office and/or Sales (incl. real estate, auto, etc.)
- 8.  Non-profit
- 9.  Entertainment
- 10.  Manufacturing
- 11.  Health Care
- 12.  Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Hartford Accident and Indemnity Company

Insurer's Address: One Carando Dr, Suite 2

City/State/Zip: Springfield MA 01104

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: [REDACTED]

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under § 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: 11/4/22

Phone #: [REDACTED]

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (check one):

- 1.  Board of Health
- 2.  Building Department
- 3.  City/Town Clerk
- 4.  Licensing Board
- 5.  Selectmen's Office
- 6.  Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/07/2021

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

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

<b>PRODUCER</b> Complete Benefit Solutions One Carando Drive, Suite 1  Springfield MA 01104		<b>CONTACT NAME:</b> Judy Pashko <b>PHONE (A/C, No., Ext):</b> (877) 253-9020 <b>FAX (A/C, No.):</b> (413) 736-8001 <b>E-MAIL ADDRESS:</b> jpashko@completepayroll.com	
<b>INSURED</b> NE Restaurant Group Inc 1 Menfi Way  Hopedale MA		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Accident and Indemnity Company NAIC # 22357 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: CL214703499 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	08WECAL1VFU	04/02/2021	04/02/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Town of Hopedale  
78 Hopedale

Hopedale

MA 01747

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

AUTHORIZED REPRESENTATIVE

*Ryan B. [Signature]*



THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF HOPEDALE  
EMERGENCY CONTACT FORM

Date: 3/29/21

New England Restaurant Group, Inc.  
Name of Licensed Business

1A Spaceway Ln Hopedale MA 01747  
Address of Business

**EMERGENCY CONTACT INFORMATION**

Raymond D. Lyons  
Name of Emergency Contact

Home Address of Emergency Contact

24 Hour Emergency Contact Telephone Number

Licenses applying for or held in the Town of Hopedale:

Common Victualers

non Sunday Entertainment

Liquor License

**Business Hours**

Weekday Business Hours of Operation Mon-Fri: 12-10

Weekend Business Hours of Operation Sat. & Sun: 12-11

**IF YOU ARE APPLYING FOR AN ENTERTAINMENT LICENSE YOU MUST COMPLETE**

Weekday Entertainment Hours Mon-Fri: 5-10 pm

Weekend Entertainment Hours Sat. & Sun: 12-10 pm

Types of Entertainment: Karaoke, Band, acoustic instruments, mag. sign

The premises is  ALARMED  NOT ALARMED

The premises has  SPRINKLER SYSTEM  DOES NOT HAVE SPRINKLER SYSTEM

**THIS FORM MUST BE COMPLETED BEFORE A LICENSE IS ISSUED**



# TOWN OF HOPEDALE

78 Hopedale Street - P.O. Box 7  
Hopedale, Massachusetts 01747

Tel: 508-634-2203 X215 Fax: 508-634-2200  
E-mail: lpedroli@hopedale-ma.gov

File #: 2021-10  
Exp. Date: 3-2-2025  
 New Filing  
 Renewal-Prev. # \_\_\_\_\_  
\$40.00 \_\_\_\_\_ Date Paid \_\_\_\_\_  
*(Online use only)*

Lisa M. Pedrol  
Town Clerk

## BUSINESS CERTIFICATE

In conformity with the provisions of chapter one hundred ten, section five of the General Laws, as amended, the undersigned hereby declare(s) that a business is conducted under the title of:

NE RESTAURANT GROUP, INC dba Hopedale Pizza Market Bar & Grill

Name of Business (above line)

1 MENFI WAY

Address of Business (above line)

[Redacted] Email Address (above line)

DINE IN & TAKEOUT RESTAURANT

Type of Business (above line)

[Redacted] Telephone Number (above line)

by the following named person(s): (Include title, if corporate officer.)

	<u>FULL NAME</u>	<u>RESIDENCE</u>
1.	<u>RAYMOND LEUNG</u>	<u>1A SPACEWAY LANE, HOPEDALE</u>
2.		

Under the penalties of perjury, I certify, that to my best knowledge and belief, I have filed all state tax returns and paid all state taxes as required under law. (M.G.L. Chapter 62C, 49A)

1. [Signature]

2.

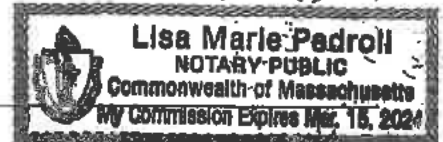
\* This license will not be issued unless this certification clause is signed by the applicant.

State of Massachusetts County of Worcester  
On 3/2/2021, the above named person(s) personally appeared before me and made oath that the foregoing statement is true.

Signature: [Signature]  
Received by Town Clerk's Office: \_\_\_\_\_

(SEAL)

Notary Public  
Com. Exp. Date:



\*NOTE: Signature affixed is for business certificate purposes only and does not infer compliance with the Hopedale Zoning By-Laws.

In accordance with the provisions of Chapter 337 of the Acts of 1985 and Chapter 110, Section 5 of Massachusetts General Laws, **BUSINESS CERTIFICATES SHALL BE IN EFFECT FOR FOUR YEARS FROM THE DATE OF ISSUE AND SHALL BE RENEWED EACH FOUR YEARS THEREAFTER.** A statement under oath must be filed with the City/Town Clerk upon discontinuing, retiring or withdrawing from such business or partnership.

Copies of such certificates shall be available at the address at which such business is conducted and shall be furnished on request during regular business hours to any person who has purchased goods or services from such business.

Violations are subject to a fine of not more than three hundred dollars (\$300) for each month during which such violation continues.

Copies to: Assessor Building Inspector Health Agent Admin







## TOWN OF HOPEDALE

78 Hopedale Street - P.O. Box 7  
Hopedale, Massachusetts 01747  
Tel: 508-634-2203 Fax: 508-634-2200  
www.hopedale-ma.gov

**SELECT BOARD**  
Brian R. Keyes, Chair  
Louis J. Arcudi, III  
Glenda A. Hazard

**Town Administrator**  
Diana M. Schindler

### **PUBLIC HEARING HOPEDALE SELECT BOARD LIQUOR & ADDITIONAL LICENSES**

The Hopedale Select Board, acting as the Local Licensing Authority, will hold a REMOTE ZOOM meeting on Monday, February 14, 2022 at 7:15 P.M., to consider an application for an on-premise annual all alcohol license, common victualler license and non-Sunday entertainment license from the NE Restaurant Group, Inc, DBA Hopedale Pizza Market Bar and Grill, President and Director, Ray Leung and Treasurer and Director, Mr. Mihir Shah. Location of Premises: 1 Menfi Way, Hopedale, MA 01747. This meeting will be conducted via remote participation and every effort will be made to ensure that the public can adequately access and participate in the proceedings as provided for in the Order. Members of the public who wish to watch the meeting may do so by viewing the Hopedale Access Channels. Public participation in the public hearing may be undertaken as follows:

**Topic: Board of Selectmen Meeting**

**Time: February 14, 2022 07:00 PM Eastern Time (US and Canada)**

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/81873864755?pwd=NU1IU1Y2dXJXNnBqU0hGRm5RODU0QT09>**

**Meeting ID: 818 7386 4755**

**Passcode: 746557**

**SELECT BOARD**  
Brian R. Keyes, Chair  
Louis J. Arcudi, III  
Glenda A. Hazard

PUBLISHED TO MILFORD DAILY  
1/27/2022 ★  
— PER  
LINDSAY



# TOWN OF HOPEDALE

78 Hopedale Street - P.O. Box 7  
Hopedale, Massachusetts 01747

Tel: 508-634-2203 Fax: 508-634-2200

## SELECT BOARD

Brian R. Keyes, Chair  
Louis J. Arcudi, III  
Glenda A. Hazard

January 24, 2022

To: Abutters

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### Legal Notice

The Board of Selectmen, acting as the Local Licensing Authority, will hold a REMOTE ZOOM meeting on Monday, February 14, 2022 at 7:15 P.M., to consider an application for an on-premise annual all alcohol license, Common Victualler License, and a Non-Sunday Entertainment License from the NE Restaurant Group, Inc, DBA Hopedale Pizza Market Bar and Grill, President and Director, Mr. Ray Leung. Location of Premises: 1 Menfi Way, Hopedale, MA 01747. This meeting will be conducted via remote participation and every effort will be made to ensure that the public can adequately access and participate in the proceedings as provided for in the Order. Members of the public who wish to watch the meeting may do so by viewing the Hopedale Access Channels. Public participation in the public hearing may be undertaken as follows:

**Topic: Board of Selectmen Meeting**

**Time: February 14, 2022 07:00 PM Eastern Time (US and Canada)**

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/81873864755?pwd=NU1IU1Y2dXJXNnBqU0hGRm5RODU0QT09>**

**Meeting ID: 818 7386 4755**

**Passcode: 746557**

**HOPEDALE SELECT BOARD**

**Brian R. Keyes, Chairman**

**Louis J. Arcudi, III**

**Glenda A. Hazard**

MAILED 1/24/2022  
PER LINDSAY  
1/24/22





67 West William Street  
 Providence, RI 02903  
 Phone: 401-833-3333  
 www.interiordesigns.com

Notes: 1. See the full range of R&D Design products in the monthly table to get a complete overview of all the items offered by R&D Design. 2. Out of stock items are marked with a red asterisk in the table. 3. All items are subject to availability and change.

HOPEDALE PIZZA  
 1 SEAT PER SEATING UNIT  
 8/1/07

ISSUE  
 DATE: 8/1/07  
 DESCRIPTION:

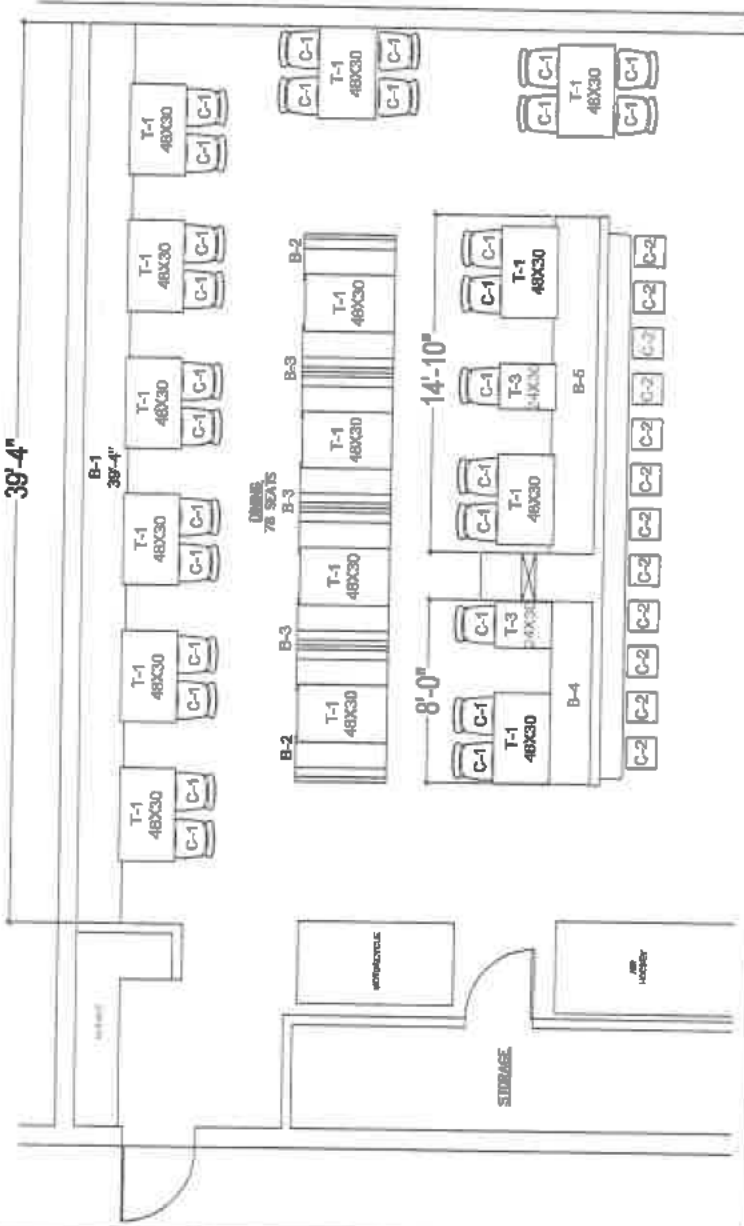
REVISIONS  
 DATE: 8/1/07  
 DESCRIPTION:

FURNITURE  
 PLAN  
 INFORMAL - PIZZA

PROJECT #  
 DRAWN BY  
 CHECKED BY  
 SCALE  
 DATE

SK 1.0

NOTE:  
 ALL BOOTHS:  
 BLACK LAMINATE BASE, ALL VINYL, STANDARD  
 DINING HEIGHT, SIMPLE CHANNEL BACK WITH  
 HEAD ROLL.



CODE	QTY	ITEM DESCRIPTION	COLOR	STATUS	MFR	MODEL
B-1	1	38'-4" BANQUETTE, DINING HEIGHT.	NASSIMI, CLASSIC, COLOR: PERSIMMON	NEW	-	CUSTOM
B-2	2	4'-0" SINGLE BOOTH, DINING HEIGHT.	NASSIMI, CLASSIC, COLOR: PERSIMMON	NEW	-	CUSTOM
B-3	3	4'-0" DOUBLE BOOTH, DINING HEIGHT.	NASSIMI, CLASSIC, COLOR: PERSIMMON	NEW	-	CUSTOM
B-4	1	8'-0" BANQUETTE, DINING HEIGHT.	NASSIMI, CLASSIC, COLOR: PERSIMMON	NEW	-	CUSTOM
B-5	1	14'-10" BANQUETTE, DINING HEIGHT.	NASSIMI, CLASSIC, COLOR: PERSIMMON	NEW	-	CUSTOM
T-1	15	2'-6" x 4'-0" DINING HEIGHT TABLE, MAPLE, W/STANDARD BLACK BI-POINT BASES.	NASSIMI, CLASSIC, COLOR: PERSIMMON	NEW	-	CUSTOM
T-2	-	NOT USED	STAIN: WALNUT	NEW	-	CUSTOM
T-3	2	2'-6" x 2'-0" DINING HEIGHT TABLE, MAPLE, W/STANDARD BLACK BI-POINT BASES.	STAIN: WALNUT	NEW	-	CUSTOM
C-1	28	CHAIR	STAIN: WALNUT	NEW	-	CUSTOM
C-2	12	STOOL	-	NEW	BY OWNER	CUSTOM

NOTE: BOOTH STYLE  
 BLACK LAMINATE BASE  
 SEAT - ALL VINYL  
 OUTER BACK - ALL VINYL  
 BACK - 5" HEAD ROLL, WITH WIDE CHANNELS

\*ALL MATERIALS TO MEET OR EXCEED LATEST BOSTON FIRE CODE.

SEE FILE DESCRIPTIONS FOR MATERIALS AND FINISHES



# The Commonwealth of Massachusetts

## Department of Public Safety

### New and Renewal Certificate of Inspection

In accordance with 780 CMR, Chapter 1 (The Eighth Edition of the Massachusetts State Building Code) and Chapter 304 of the Acts of 2004 (an Act to further enhance fire and life safety), this Certificate of Inspection is issued to the premise or structure or part thereof as herein identified.

<b>Issued to</b>	<i>Identify Name of Establishment</i>				<b>Certificate No.</b>
<b>Located at</b>	<b>HOPEDALE PIZZA MARKET INC.</b>				2021-1
<b>Use Group Classification(s)</b>	<i>Identify property address including street number, name, city or town and county</i>				<b>Certificate Expiration</b>
<b>Allowable Occupant Load</b>	<b>ONE MENPI WAY HOPEDALE, MA. 01747</b>				<b>DECEMBER 6, 2022</b>
	<b>Basement</b>	<b>First Floor</b>	<b>Second Floor</b>	<b>Third Floor</b>	<b>Fourth Floor</b>
	N/A	A-2			<b>Other</b>
	N/A	<b>FUNCTION ROOM 150</b>			

*This Certificate of Inspection is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. Failure to post or tampering with the contents of the certificate is strictly prohibited.*

<b>Name of Municipal Fire Inspector</b>	<b>David J. McMorrow Deputy Fire Chief</b>	<b>Name of Municipal Building Commissioner</b>	<b>Timothy J. Alcardi</b>
<b>Signature of Municipal Fire Inspector</b>		<b>Signature of Municipal Building Commissioner</b>	
		<b>Date of Inspection</b>	December 6, 2021
		<b>Date of Issuance</b>	December 6, 2021



The Commonwealth of Massachusetts  
TOWN OF HOPEDALE  
Board of Health  
78 Hopedale Street - P.O. Box 7  
Hopedale, Massachusetts 01747

Permit No.: 22-050  
Date Issued: December 13, 2021  
Fee: \$275.00  
Expiration Date: June 30, 2022

## PERMIT TO OPERATE A FOOD ESTABLISHMENT

In accordance with regulations promulgated under authority of Chapter 94, Section 305A and Chapter 111, Section 5 of the General Laws a permit is hereby granted to:

# HOPEDALE PIZZA MARKET

Whose place of business is: 1 MENNI WAY, HOPEDALE  
Type of business: FOOD ESTABLISHMENT  
To operate a food establishment in: Town of Hopedale

*"As a condition of this license, in the interest of public health, the licensee shall not employ or allow to work on the licensed premises any person not present in the United States in compliance with applicable law."*

  
William Fisher Health Agent

NON-SUNDAY

**TOWN OF HOPEDALE**

**NEW APPLICATION CHECKLIST**

- COMPLETED LICENSE APPLICATION**
- ARTICLES OF ORGANIZATION** (if a corporation) as filed with the Massachusetts Secretary of State (must contain the Seal of the Secretary of State).
- BUSINESS CERTIFICATE** per MGL Chapter 110, §§5 and 6; Any person conducting business in the Commonwealth under any title other than the real name of the person conducting the business, whether individually or as a partnership, or under the true corporate name. See or call the Town Clerk 508-234-2001.
- A **PLAN** showing the location of counters, tables, ranges, toilets and in general the proposed set-up of the premises, along with an itemized estimate of the cost of said proposed set-up and of such fixtures, and of the implements and facilities necessary for cooking, preparing and serving food per MGL Chapter 140, §6. *This is required for Liquor Licenses and Common Victualler Licenses. Class II and Class III require a rough sketch of the licensed area.*
- REVENUE ENFORCEMENT AND PROTECTION (REAP) ATTESTATION:** Per MGL Chapter 62C, §49A.
- WORKERS' COMPENSATION CERTIFICATE OF INSURANCE** – Per MGL Chapter 152, §25A showing coverage in Massachusetts. Call your insurance company and have them fax a Workers' Compensation Certificate of Insurance to 508-234-7640.
- STATE WORKERS' COMPENSATION INSURANCE AFFIDAVIT** – Even if your establishment does not require Workers' Compensation this must be filled out and signed.
- FIRE INSPECTION REPORT** – Per Fire Code Compliance Policy for Businesses and All License Holders approved by the Board of Selectmen. Call the Fire Department at 508-473-1050.
- EMERGENCY CONTACT INFORMATION** to include: Contact name, phone number, hours of operation and whether or not the premises is alarmed.
- CHECK** made payable to the Town of Hopedale in the amount of \$100
- RETURN CHECKLIST, FEE, AND ALL PAPERWORK TO THE SELECTMEN'S OFFICE IN PERSON** as a CORI check may need to be performed. *Please bring your government-issued photo identification.*

**Please Note:** All applications must be reviewed by other Boards/Committees/Departments, which takes some time. As soon as we receive approval from all other Boards involved, we will schedule you to appear before the Board of Selectmen.

1/24 - PACKET COMPLETE  
PER LINDSAY



Phone: [REDACTED]

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF HOPEDALE

APPLICATION FOR NON-SUNDAY ENTERTAINMENT LICENSE

TO THE LICENSING AUTHORITIES:

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto (FULL NAME OF PERSON, FIRM OR CORPORATION MAKING APPLICATION):

NE Restaurant Group Inc

STATE CLEARLY PURPOSE FOR WHICH LICENSE IS REQUESTED: ENTERTAINMENT LICENSE\*

TO: Obtain an Entertainment License for: [\*see options at the bottom of the page]

[X] INDOOR [ ] OUTDOOR [ ] BOTH

GIVE LOCATION BY STREET AND NUMBER:

AT: 1 menti way Hopedale ma 01747

in said Town of Hopedale in accordance with the rules and regulations made under authority of said Statutes.

Please check the days of operation and list the hours of entertainment

- Days of operation: Sunday, Monday (5-10 pm), Tuesday (5-10 pm), Wednesday (5-10 pm), Thursday (5-10 pm), Friday (5-10 pm), Saturday (12-10 pm)

Print Name: Steven Dubois
Address: 1 menti way
City: Hopedale
State, Zip: ma 01747

Official Use: Received: 11/7/22 (Date) [Signature] (Time) Date License Granted

[Signature] (Signature of Applicant)

\*The application for such license shall be in writing and shall state the type of concert, dance, exhibition, cabaret or public show sought to be licensed and shall state whether such public show will include: (a) dancing by patrons, (b) dancing by entertainers or performers, (c) recorded or live music, (d) the use of an amplification system, (e) a theatrical exhibition, play, or moving picture show, (f) a floor show of any description, (g) a light show of any description, or (h) any other dynamic audio or visual show, whether live or recorded.

\*\*Please note a separate application is needed for Entertainment on Sundays

D

# The Commonwealth of Massachusetts

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Articles of Organization (General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

FORM MUST BE TYPED

### ARTICLE I

The exact name of the corporation is:

NEW ENGLAND RESTAURANT GROUP, INC.

### ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

To own, operate, and engage in the business of a restaurant and bar.

To engage in, transact, and carry on any and all of the foregoing purposes or any other business or activity necessary or convenient for or incidental or ancillary or in any way connected therewith to any or all of the foregoing purposes and as set forth in the the Bylaws of the Corporation, as the same may be amended from time to time; and to have and to exercise any and all powers, rights, and privileges which a corporation may be organized under M.G.L. c. 156D, et seq., as the same may be amended from time to time, and as otherwise permitted by applicable law, rule, or regulation.

### 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.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	1,000			

#### ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

Any and all preferences, limitations, relative rights, duties, obligations, and the like shall be governed by the Bylaws of the Corporation.

#### ARTICLE V

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

The shares of stock of the Corporation are subject to and transferable on the books of the Corporation only upon compliance with the provisions of the stock restrictions applicable thereto in the Bylaws of the Corporation which include, without limitation, satisfaction of certain rights of first refusal with respect to the Corporation and other shareholders.

#### ARTICLE VI

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

An officer or director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for the breach of the officer's or director's duty as an officer or director, except for: (i) liability for any breach of the officer's or director's duty of loyalty to the Corporation or its shareholders; (ii) liability for acts or omissions not made in good faith or which involve intentional misconduct or a knowing violation of law; (iii) liability imposed pursuant to the provisions Chapter 156D (the "Act"); or (iv) liability for any transaction (other than transactions approved in accordance with the Act, these Articles, or the Bylaws) from which the officer or director derived an improper personal benefit. If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of officers or directors, then the liability of an officer or director shall be eliminated or limited to the fullest extent so permitted. Any repeal or modification of this provision by the Corporation shall not adversely affect any right or protection of an officer of the Corporation existing prior to such repeal or modification.

ARTICLE VII

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

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:  
35 County Street, Suite 201, Attleboro, MA 02703
- b. The name of its initial registered agent at its registered office:  
Troy L. Costa, Esq.
- 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):

President: See Schedule A attached hereto for list of Officers.

Treasurer:

Secretary:

Director(s): See Schedule A attached hereto for list of Officers.

- d. The fiscal year end of the corporation:  
December 31
- e. A brief description of the type of business in which the corporation intends to engage:  
Restaurant and bar
- f. The street address of the principal office of the corporation:  
1A Spaceway Lane, Hopedale, MA 01747
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

1A Spaceway Lane, Hopedale, MA 01747, which is  
(number, street, city or town, state, zip code)

- its principal office;
- an office of its transfer agent;
- an office of its secretary/assistant secretary;
- its registered office.

Signed this \_\_\_\_\_ day of January, 2021 by the incorporator(s):

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

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

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$\_\_\_\_\_ having been paid, said articles are deemed to have been filed with me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, at \_\_\_\_\_ a.m./p.m. \_\_\_\_\_ time

Effective date: \_\_\_\_\_  
(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN  
Secretary of the Commonwealth

\_\_\_\_\_  
Examiner

Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

\_\_\_\_\_  
Name approval

TO BE FILLED IN BY CORPORATION  
Contact Information:

\_\_\_\_\_  
C

Troy L. Costa, Esq. \_\_\_\_\_

\_\_\_\_\_  
M

Ursillo, Teltz & Ritch, Ltd. \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Upon filing, a copy of this filing will be available at [www.sec.state.ma.us/cor](http://www.sec.state.ma.us/cor). If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.



# TOWN OF HOPEDALE

78 Hopedale Street - P.O. Box 7  
Hopedale, Massachusetts 01747

Tel: 508-634-2203 X215 Fax: 508-634-2200  
E-mail: lpedroll@hopedale-ma.gov

File #: 2021-10  
Exp. Date: 3/15/2025  
 New Filing  
 Renewal-Prev. # \_\_\_\_\_  
\$40.00 \_\_\_\_\_ Date Paid  
*(initials only)*

Lisa M. Pedrolli  
Town Clerk

## BUSINESS CERTIFICATE

In conformity with the provisions of chapter one hundred ten, section five of the General Laws, as amended, the undersigned hereby declare(s) that a business is conducted under the title of:

NE RESTAURANT GROUP, INC dba Hopedale Pizza Market Bar & Grill

Name of Business (above line)

1 MENFI WAY

Address of Business (above line)

[Redacted] Email Address (above line)

DINE IN & TAKEOUT RESTAURANT

Type of Business (above line)

[Redacted] Telephone Number (above line)

by the following named person(s): (Include title, if corporate officer.)

FULL NAME

RESIDENCE

1. RAYMOND LEUNG

1A SPACEWAY LANE, HOPEDALE

2. \_\_\_\_\_

Under the penalties of perjury, I certify, that to my best knowledge and belief, I have filed all state tax returns and paid all state taxes as required under law. (M.G.L. Chapter 62C, 49A)

Signatures:

1. [Signature]

2. \_\_\_\_\_

\* This license will not be issued unless this certification clause is signed by the applicant.

State of Massachusetts

County of Worcester

ss.

On 3/2/2021, the above named person(s) personally appeared before me and made oath that the foregoing statement is true.

Signature: [Signature]

(SEAL)

Notary Public  
Com. Exp. Date: \_\_\_\_\_

Received by Town Clerk's Office: \_\_\_\_\_



\*NOTE: Signature affixed is for business certificate purposes only and does not infer compliance with the Hopedale Zoning By-Laws.

In accordance with the provisions of Chapter 337 of the Acts of 1985 and Chapter 110, Section 5 of Massachusetts General Laws, **BUSINESS CERTIFICATES SHALL BE IN EFFECT FOR FOUR YEARS FROM THE DATE OF ISSUE AND SHALL BE RENEWED EACH FOUR YEARS THEREAFTER.** A statement under oath must be filed with the City/Town Clerk upon discontinuing, retiring or withdrawing from such business or partnership.

Copies of such certificates shall be available at the address at which such business is conducted and shall be furnished on request during regular business hours to any person who has purchased goods or services from such business.

Violations are subject to a fine of not more than three hundred dollars (\$300) for each month during which such violation continues.

Copies to: Assessor Building Inspector Health Agent Admin







**MASSACHUSETTS DEPARTMENT OF REVENUE**

**REVENUE ENFORCEMENT AND PROTECTION ATTESTATION**  
**(REAP)**

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

  
\_\_\_\_\_  
\*Signature of Individual or Corporate Name (Mandatory)

\_\_\_\_\_  
By: Corporate Officer (Mandatory, if Applicable)

\_\_\_\_\_  
\*\* Social Security Number (voluntary) or Federal Identification Number

\*Licenses or permits will not be issued unless this certification clause is signed by the applicant.

\*\* Will be furnished to the MA Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of M.G.L. Chapter 62C, § 49A.



The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 Office of Investigations  
 Lafayette City Center  
 2 Avenue de Lafayette, Boston, MA 02111-1750  
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: NE Restaurant Group Inc

Address: 1 Montic way

City/State/Zip: Hopkinton MA 01747

Phone #: [REDACTED]

Are you an employer? Check the appropriate box:

- 1.  I am an employer with 7 employees (full and/or part-time).\*
- 2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
- 4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

- 5.  Retail
- 6.  Restaurant/Bar/Bating Establishment
- 7.  Office and/or Sales (incl. real estate, auto, etc.)
- 8.  Non-profit
- 9.  Entertainment
- 10.  Manufacturing
- 11.  Health Care
- 12.  Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Hartford Accident and Indemnity Company

Insurer's Address: One Carando Dr, Suite 2

City/State/Zip: Springfield MA 01104

Policy # or Self-ins. Lic. # [REDACTED]

Expiration Date: [REDACTED]

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under § 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature]

Date: 1/4/22

Phone #: 401-617-5830

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (check one):

- 1.  Board of Health
- 2.  Building Department
- 3.  City/Town Clerk
- 4.  Licensing Board
- 5.  Selectmen's Office
- 6.  Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_



NERESTA-01

BJENKINS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2022

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

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

**PRODUCER**  
RS Gilmore Insurance Agency, Inc.  
27 Elm Street  
North Attleborough, MA 02760

**CONTACT NAME:**  
**PHONE (A/C No. Ext.):** (508) 699-7511 **FAX (A/C No.):**  
**E-MAIL ADDRESS:**

**INSURED**  
N.E. Restaurant Group Corp DBA Hopedale Pizza Market  
1A Spaceway Lane  
Hopedale, MA 01747

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arbella Protection Insurance Company	41380
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			8500071868	4/22/2021	4/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

### CERTIFICATE HOLDER

For informational purposes only

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Brad Jenkins*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/07/2021

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

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

<b>PRODUCER</b> Complete Benefit Solutions One Carando Drive, Suite 1  Springfield MA 01104		<b>CONTACT NAME:</b> Judy Pashko <b>PHONE (A/C, Hld, Ext):</b> (877) 253-8020 <b>E-MAIL ADDRESS:</b> jpashko@completepayrollolutions.com <b>FAX (A/C, No):</b> (413) 736-8001	
<b>INSURED</b> NE Restaurant Group Inc 1 Menfi Way  Hopedale MA		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Accident and Indemnity Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 22357	

**COVERAGES**      **CERTIFICATE NUMBER:** CL214703488      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below			08WECAL1VFU	04/02/2021	04/02/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

### CERTIFICATE HOLDER

### CANCELLATION

Town of Hopedale 78 Hopedale  Hopedale MA 01747	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Ryan Btk</i>
--	--



# The Commonwealth of Massachusetts

## Department of Public Safety

### New and Renewal Certificate of Inspection

In accordance with 780 CMR, Chapter 1 (The Eighth Edition of the Massachusetts State Building Code) and Chapter 304 of the Acts of 2004 (an Act to further enhance fire and life safety), this Certificate of Inspection is issued to the premise or structure or part thereof as herein identified.

<b>Issued to</b>	<i>Identify Name of Establishment</i>				<b>Certificate No.</b>
	HOPEDALE PIZZA MARKET INC				2021-1
<b>Located at</b>	<i>Identify property address including street number, name, city or town and county</i>				<b>Certificate Expiration</b>
	ONE MENJI WAY HOPEDALE, MA, 01747				DECEMBER 6, 2022
<b>Use Group Classification(s)</b>	Basement	First Floor	Second Floor	Third Floor	Fourth Floor
	N/A	A-2			Other
<b>Allowable Occupant Load</b>	N/A	FUNCTION ROOM 150			

This Certificate of Inspection is hereby issued by the undersigned to certify that the premises, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. Failure to post or tampering with the contents of the certificate is strictly prohibited.

<b>Name of Municipal Fire Inspector</b>	David J. MacMorro Deputy Fire Chief	<b>Name of Municipal Building Commissioner</b>	Timothy J. Alarich
<b>Signature of Municipal Fire Inspector</b>		<b>Signature of Municipal Building Commissioner</b>	
		<b>Date of Inspection</b>	December 6, 2021
		<b>Date of Issuance</b>	December 6, 2021



THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF HOPEDALE  
EMERGENCY CONTACT FORM

Date: 3/29/21

New England Restaurant Group, Inc.  
Name of Licensed Business

1A Spencerway Ln Hopedale MA 01747  
Address of Business

**EMERGENCY CONTACT INFORMATION**

Raymond Leung  
Name of Emergency Contact

[REDACTED]  
Home Address of Emergency Contact

[REDACTED]  
24 Hr. Emergency Contact Telephone Number

Licenses applying for or held in the Town of Hopedale:

Common victualers

non Sunday Entertainment

Liquor license

**Business Hours**

Weekday Business Hours of Operation Mon-Fri: 12-10

Weekend Business Hours of Operation Sat. & Sun: 12-11

**IF YOU ARE APPLYING FOR AN ENTERTAINMENT LICENSE YOU MUST COMPLETE**

Weekday Entertainment Hours Mon-Fri: 5-10 pm

Weekend Entertainment Hours Sat. & Sun: 12-10 pm

Types of Entertainment: Karaoke, Band, acoustic instruments, magician

The premises is  ALARMED  NOT ALARMED

The premises has  SPRINKLER SYSTEM  DOES NOT HAVE SPRINKLER SYSTEM

**THIS FORM MUST BE COMPLETED BEFORE A LICENSE IS ISSUED**

### Payment Confirmation

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

You will receive an email receipt for this payment. You will receive a receipt via email and you will receive a receipt for this payment.



FILING FEES-RETAIL	Hopedale Pizza Market Bar & Grill	\$200.00
		\$200.00

**Total Convenience Fee: \$4.70**

**Total Amount Paid: \$204.70**

Date Paid: 01/18/2022

**Payment On Behalf Of**  
 License Number or Business Name:  
 Hopedale Pizza Market Bar & Grill

Fee Type:  
 FILING FEES-RETAIL

**Billing Information**

First Name:  
 Mihir

Last Name:  
 Shah

Address:  
 1A Spaceway Lane

City:  
 Hopedale

State:  
 MA

Zip Code:  
 01747

Email Address:  
 [REDACTED]

Town of Hopedale

JAN 18 2022

Board of Selectmen



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

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

**APPLICATION FOR A NEW LICENSE**

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

**ECRT CODE: RETA**

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

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





**The Commonwealth of Massachusetts  
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**

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.

Hopedale Pizza Market is a full size family restaurant providing take out and in house dining specializing in Pizza. We want to provide our customers with a variety of Alcoholic Beverages, including, but not limited to Wine, Beer and Mixed drinks also.

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  FEIN

DBA  Manager of Record

Street Address

Phone  Email

Alternative Phone  Website

**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.

Restaurant is 7000 sqft with 3 sections. 1 section is 2000 sqft and is to place take out order and informal dining. Beer and Wine will be served in this dining room. The 2nd section is 3500 sqft with a bar and full dining experience. 3rd section is the patio with full dining experience.

Total Square Footage:  Number of Entrances:  Seating Capacity:

Number of Floors:  Number of Exits:  Occupancy Number:

**4. APPLICATION CONTACT**

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

Name:  Phone:

Title:  Email:

**APPLICATION FOR A NEW LICENSE**

**5. CORPORATE STRUCTURE**

Entity Legal Structure	<input type="text" value="Corporation"/>	Date of Incorporation	<input type="text" value="01/25/2021"/>
State of Incorporation	<input type="text" value="Massachusetts"/>	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

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

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

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

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Ray Leung"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="President &amp; Director"/>	<input type="text" value="28.53"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Mihir Shah"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Treasurer &amp; Director"/>	<input type="text" value="28.53"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Steven Dubois"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Secretary &amp; Director"/>	<input type="text" value="21.11"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Michael Delola"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Vice President &amp; Director"/>	<input type="text" value="20.00"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

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

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

### 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	0
C. Other * (Please specify below)	450,000.00
D. Total Cost	450,000.00

\*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
Ray Leung	128,385.00
Mihir Shah	128,385.00
Steven Dubols	103,230.00
Michael Delola	90,000.00
<b>Total</b>	<b>450,000.00</b>

### SOURCE OF FINANCING

Please provide signed financing documentation.

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

### FINANCIAL INFORMATION

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

The funds are from the shareholders. There is no purchase of the business. We have leased a closed restaurant. We will be using some of the existing fixtures and replacing with new furniture and equipment and we will renovate the existing restaurant

### 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

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
06/06/2022	08/05/2021	President	R & E Leung Enterprises, INC.	
08/12/2005	08/05/2021	President	Mer Enterprises	
09/24/2015		Treasurer, Director, Secretary	CLEANLIFE HOMES, INC.	
02/28/2014		President	TIMBERLINE PARTNERS, INC.	

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

### CRIMINAL HISTORY

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

Yes  No

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

#### LICENSE

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

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

Name	License Type	License Name	Municipality

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

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

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

Name	License Type	License Name	Municipality

**11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

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

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

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

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

**11F. TERMS OF AGREEMENT**

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

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

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

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

**ABCC Licensee Officer/LLC Manager**

Signature:   
 Title:   
 Date:

**Management Agreement Entity Officer/LLC Manager**

Signature:   
 Title:   
 Date:

## ADDITIONAL INFORMATION

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

The existing restaurant was formally known as Liz Diamonds Bar and Grill. It operated for over 10 years and closed due to the pandemic. We at Hopedale Pizza Market will be a full size restaurant specializing in brickoven pizza with an Italian and American flare menu that will be catered to families. We will be offering take out and delivery as well as dine in seating. The restaurant will have 2 sections. One section will be sit down/take out and we would like to offer Alcohol. On the other side of the restaurant will be full dining with a full bar where we would offer Alcohol. There are not many family catered restaurants in the surrounding area providing an advantage for the public with our restaurant. We are confident that Hopedale Pizza Market will be a great addition to the Hopedale Community. Chef Mike will be our executive chef who brings us many years of experience. He's a Milford resident who grew up on the North Shore. He is a great addition to our team.



**APPLICANT'S STATEMENT**

I, **Ray Leung** the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory

of **NE Restaurant Group**  
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: 01/04/2022

Title:

President & Director

**ENTITY VOTE**

The Board of Directors or LLC Managers of  Entity Name  
duly voted to apply to the Licensing Authority of  and the  
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on  Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Name of Person

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

"VOTED: To appoint

Name of Liquor License Manager

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

A true copy attest,

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

(Print Name)

For Corporations ONLY

A true copy attest,

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

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

## ADDENDUM A

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

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

<b>Entity Name</b> <input style="width: 95%;" type="text" value="NE Restaurant Group, INC."/>	<b>Percentage of Ownership in Entity being Licensed</b> (Write "NA" if this is the entity being licensed) <input style="width: 40%; height: 20px;" type="text"/>
--	--

<b>Name of Principal</b> <input style="width: 95%;" type="text" value="Ray Leung"/>	<b>Residential Address</b> [REDACTED]	<b>SSN</b> [REDACTED]	<b>DOB</b> [REDACTED]
<b>Title and or Position</b> <input style="width: 95%;" type="text" value="President &amp; Director"/>	<b>Percentage of Ownership</b> <input style="width: 40%;" type="text" value="28.53"/>	<b>Director/ LLC Manager US Citizen</b> <input checked="" type="radio"/> Yes <input type="radio"/> No	<b>MA Resident</b> <input type="radio"/> Yes <input checked="" type="radio"/> No

<b>Name of Principal</b> <input style="width: 95%;" type="text" value="Mihir Shah"/>	<b>Residential Address</b> [REDACTED]	<b>SSN</b> [REDACTED]	<b>DOB</b> [REDACTED]
<b>Title and or Position</b> <input style="width: 95%;" type="text" value="Treasurer &amp; Director"/>	<b>Percentage of Ownership</b> <input style="width: 40%;" type="text" value="28.53"/>	<b>Director/ LLC Manager US Citizen</b> <input checked="" type="radio"/> Yes <input type="radio"/> No	<b>MA Resident</b> <input checked="" type="radio"/> Yes <input type="radio"/> No

<b>Name of Principal</b> <input style="width: 95%;" type="text" value="Steven Dubois"/>	<b>Residential Address</b> [REDACTED]	<b>SSN</b> [REDACTED]	<b>DOB</b> [REDACTED]
<b>Title and or Position</b> <input style="width: 95%;" type="text" value="Secretary &amp; Director"/>	<b>Percentage of Ownership</b> <input style="width: 40%;" type="text" value="21.11"/>	<b>Director/ LLC Manager US Citizen</b> <input checked="" type="radio"/> Yes <input type="radio"/> No	<b>MA Resident</b> <input type="radio"/> Yes <input checked="" type="radio"/> No

<b>Name of Principal</b> <input style="width: 95%;" type="text" value="Michael Delola"/>	<b>Residential Address</b> [REDACTED]	<b>SSN</b> [REDACTED]	<b>DOB</b> [REDACTED]
<b>Title and or Position</b> <input style="width: 95%;" type="text" value="Vice President &amp; Director"/>	<b>Percentage of Ownership</b> <input style="width: 40%;" type="text" value="20.00"/>	<b>Director/ LLC Manager US Citizen</b> <input checked="" type="radio"/> Yes <input type="radio"/> No	<b>MA Resident</b> <input checked="" type="radio"/> Yes <input type="radio"/> No

<b>Name of Principal</b> <input style="width: 95%;" type="text"/>	<b>Residential Address</b> <input style="width: 95%;" type="text"/>	<b>SSN</b> <input style="width: 95%;" type="text"/>	<b>DOB</b> <input style="width: 95%;" type="text"/>
<b>Title and or Position</b> <input style="width: 95%;" type="text"/>	<b>Percentage of Ownership</b> <input style="width: 40%;" type="text"/>	<b>Director/ LLC Manager US Citizen</b> <input type="radio"/> Yes <input type="radio"/> No	<b>MA Resident</b> <input type="radio"/> Yes <input type="radio"/> No

<b>Name of Principal</b> <input style="width: 95%;" type="text"/>	<b>Residential Address</b> <input style="width: 95%;" type="text"/>	<b>SSN</b> <input style="width: 95%;" type="text"/>	<b>DOB</b> <input style="width: 95%;" type="text"/>
<b>Title and or Position</b> <input style="width: 95%;" type="text"/>	<b>Percentage of Ownership</b> <input style="width: 40%;" type="text"/>	<b>Director/ LLC Manager US Citizen</b> <input type="radio"/> Yes <input type="radio"/> No	<b>MA Resident</b> <input type="radio"/> Yes <input type="radio"/> No

<b>Name of Principal</b> <input style="width: 95%;" type="text"/>	<b>Residential Address</b> <input style="width: 95%;" type="text"/>	<b>SSN</b> <input style="width: 95%;" type="text"/>	<b>DOB</b> <input style="width: 95%;" type="text"/>
<b>Title and or Position</b> <input style="width: 95%;" type="text"/>	<b>Percentage of Ownership</b> <input style="width: 40%;" type="text"/>	<b>Director/ LLC Manager US Citizen</b> <input type="radio"/> Yes <input type="radio"/> No	<b>MA Resident</b> <input type="radio"/> Yes <input type="radio"/> No

#### CRIMINAL HISTORY

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

 Yes  No

**NE RESTAURANT GROUP, INC.**

**Consent of Sole Shareholders and Directors**

The undersigned, being all of the shareholders and directors of **NE RESTAURANT GROUP, INC.** (the "Corporation"), pursuant of Massachusetts General Laws Chapter 156D, Section 8.21, and the Bylaws of the Corporation, hereby consents to the following votes:

- VOTED: That the actions of the sole Incorporator of the Corporation are hereby ratified.
- VOTED: That the form of stock certificate for the Corporation, attached hereto as Exhibit A, is hereby approved.
- VOTED: That there be issued to the person(s) listed below the number of shares of common stock of the Corporation set forth next to each person's respective name, as follows:

<b>Raymond Leung</b>	—	28.53% (\$85,583.3)
<b>Mihir Shah</b>	—	28.53% (\$85,583.3)
<b>Steven Dubois</b>	—	21.11% (\$63,333.31)
<b>Michael Deloia and Leonard Deleon</b>	—	20.00% (60,000.00) 1.83% (\$5,500.00)

in exchange for receipt by the Treasurer of the Corporation of cash or other property with a total of Three Hundred Thousand and 00/100 Dollars (\$300,000.00), hereby determining that such consideration received or to be received for such shared is adequate.

- VOTED: That Middlesex Savings Bank shall be the main bank of the Corporation's operating account, and that either the President and/or the Treasurer is hereby authorized and empowered to open, setup, and prepare such accounts as such officer(s) deems reasonably necessary.
- VOTED: That the Corporation shall be considered an S-Corporation in accordance with 26 U.S.C. § 1361 and the President and/or Treasurer of the Corporation is hereby authorized and empowered to take the requisite actions to apply for such tax election, including executing and submitting I.R.S. Form 2553 to the Internal Revenue Service.

  
Raymond Leung

  
Steven Dubois

  
Leonard Deleon

Dated: January 25, 2021

  
Mihir Shah

  
Michael Deloia

D

# The Commonwealth of Massachusetts

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Articles of Organization (General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

FORM MUST BE TYPED

### ARTICLE I

The exact name of the corporation is:

NEW ENGLAND RESTAURANT GROUP, INC.

### ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

To own, operate, and engage in the business of a restaurant and bar.

To engage in, transact, and carry on any and all of the foregoing purposes or any other business or activity necessary or convenient for or incidental or ancillary or in any way connected therewith to any or all of the foregoing purposes and as set forth in the the Bylaws of the Corporation, as the same may be amended from time to time; and to have and to exercise any and all powers, rights, and privileges which a corporation may be organized under M.G.L. c. 156D, et seq., as the same may be amended from time to time, and as otherwise permitted by applicable law, rule, or regulation.

### 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.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	1,000			

#### ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

Any and all preferences, limitations, relative rights, duties, obligations, and the like shall be governed by the Bylaws of the Corporation.

#### ARTICLE V

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

The shares of stock of the Corporation are subject to and transferable on the books of the Corporation only upon compliance with the provisions of the stock restrictions applicable thereto in the Bylaws of the Corporation which include, without limitation, satisfaction of certain rights of first refusal with respect to the Corporation and other shareholders.

#### ARTICLE VI

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

An officer or director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for the breach of the officer's or director's duty as an officer or director, except for: (i) liability for any breach of the officer's or director's duty of loyalty to the Corporation or its shareholders; (ii) liability for acts or omissions not made in good faith or which involve intentional misconduct or a knowing violation of law; (iii) liability imposed pursuant to the provisions Chapter 158D (the "Act"); or (iv) liability for any transaction (other than transactions approved in accordance with the Act, these Articles, or the Bylaws) from which the officer or director derived an improper personal benefit. If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of officers or directors, then the liability of an officer or director shall be eliminated or limited to the fullest extent so permitted. Any repeal or modification of this provision by the Corporation shall not adversely affect any right or protection of an officer of the Corporation existing prior to such repeal or modification.

ARTICLE VII

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

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:  
35 County Street, Suite 201, Attleboro, MA 02703
- b. The name of its initial registered agent at its registered office:  
Troy L. Costa, Esq.
- 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):

President: See Schedule A attached hereto for list of Officers.

Treasurer:

Secretary:

Director(s): See Schedule A attached hereto for list of Officers.

- d. The fiscal year end of the corporation:  
December 31
- e. A brief description of the type of business in which the corporation intends to engage:  
Restaurant and bar
- f. The street address of the principal office of the corporation:  
1A Spaceway Lane, Hopedale, MA 01747
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

1A Spaceway Lane, Hopedale, MA 01747, which is  
(number, street, city or town, state, zip code)

- its principal office;
- an office of its transfer agent;
- an office of its secretary/assistant secretary;
- its registered office.

Signed this \_\_\_\_\_ day of January, 2021 by the incorporator(s):

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

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

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$\_\_\_\_\_ having been paid, said articles are deemed to have been filed with me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ a.m./p.m. \_\_\_\_\_ time

Effective date: \_\_\_\_\_  
(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN  
Secretary of the Commonwealth

\_\_\_\_\_  
Examiner

Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

\_\_\_\_\_  
Name approval

TO BE FILLED IN BY CORPORATION  
Contact Information:

\_\_\_\_\_  
C

\_\_\_\_\_  
Troy L. Costa, Esq.

\_\_\_\_\_  
M

\_\_\_\_\_  
Ursillo, Teltz & Ritch, Ltd.

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Upon filing, a copy of this filing will be available at [www.sec.state.ma.us/cor](http://www.sec.state.ma.us/cor).  
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.







NOTE:  
ALL BOOTHS:  
BLACK LAMINATE BASE, ALL VINYL, STANDARD  
DINING HEIGHT, SIMPLE CHANNEL BACK WITH  
HEAD ROLL

17  
Interior Designs  
1000  
1000  
1000

THIS DOCUMENT IS THE PROPERTY OF INTERIOR DESIGNS AND IS NOT TO BE REPRODUCED, COPIED, OR DISTRIBUTED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF INTERIOR DESIGNS.

HOPKINS PIZZA  
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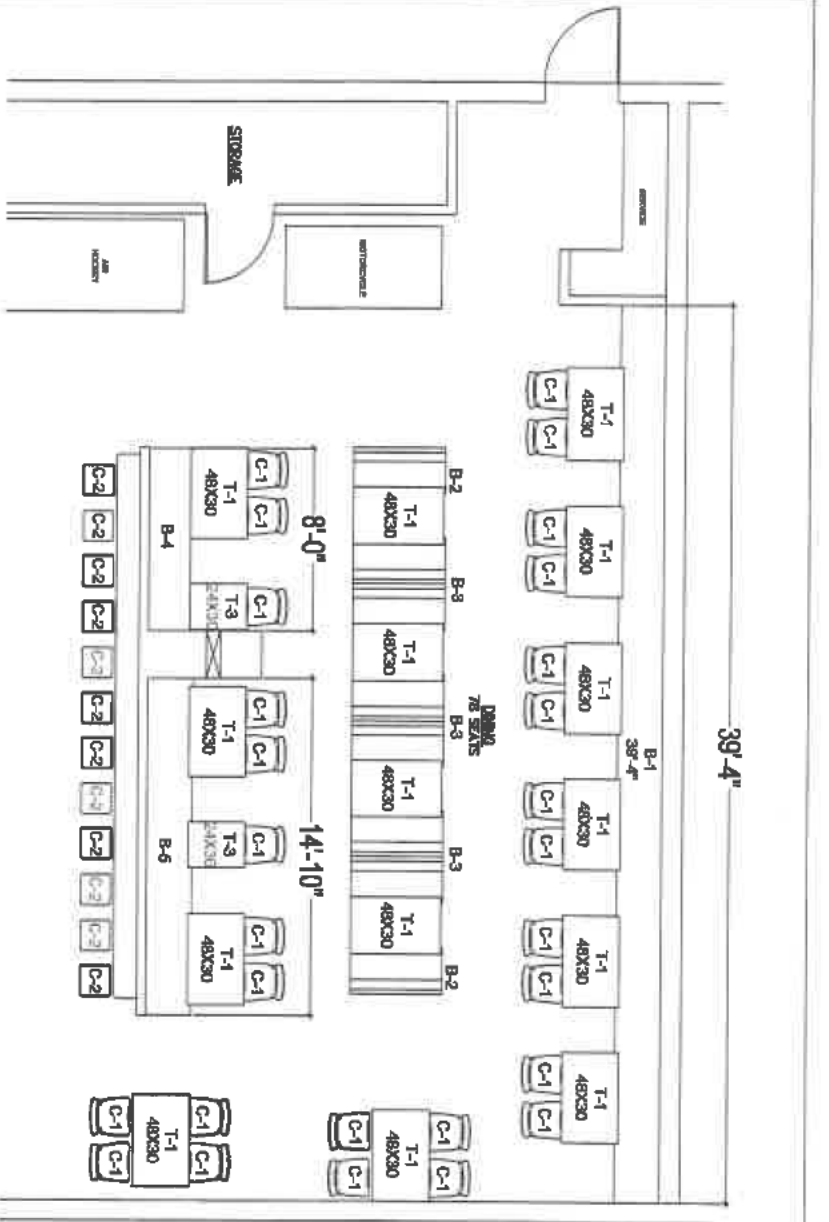
ISSUE  
DATE: 10/10/2018  
BY: J. HOPKINS

REVISIONS  
NO. DATE DESCRIPTION

FURNITURE  
PLAN  
INFORMAL - PIZZA

PROJECT / INTERIOR DESIGN  
DRAWN BY: JH  
CHECKED BY: JH  
SCALE: 1/8" = 1'-0"  
DATE: 5-20-18

SK 1.0



CODE	QTY	ITEM DESCRIPTION	COLOR	STATUS	MFG	MODEL
B-1	1	39'-4" BANQUETTE, DINING HEIGHT.	NASSIM, CLASSIC, COLOR: PERSIMMON	NEW	-	CUSTOM
B-2	2	4'-0" SINGLE BOOTH, DINING HEIGHT.	NASSIM, CLASSIC, COLOR: PERSIMMON	NEW	-	CUSTOM
B-3	3	4'-0" DOUBLE BOOTH, DINING HEIGHT.	NASSIM, CLASSIC, COLOR: PERSIMMON	NEW	-	CUSTOM
B-4	1	8'-0" BANQUETTE, DINING HEIGHT.	NASSIM, CLASSIC, COLOR: PERSIMMON	NEW	-	CUSTOM
B-5	1	14'-10" BANQUETTE, DINING HEIGHT.	NASSIM, CLASSIC, COLOR: PERSIMMON	NEW	-	CUSTOM
T-1	15	2'-6" x 4'-0" DINING HEIGHT TABLE, MAPLE, W/STANDARD BLACK B-PPOINT BASES.	STAIN: WALNUT	NEW	-	CUSTOM
T-2	-	NOT USED	STAIN: WALNUT	NEW	-	CUSTOM
T-3	2	2'-6" x 2'-0" DINING HEIGHT TABLE, MAPLE, W/STANDARD BLACK B-PPOINT BASES.	STAIN: WALNUT	NEW	-	CUSTOM
C-1	28	CHAIR	-	NEW	BY OWNER	CUSTOM
C-2	12	STOOL	-	NEW	BY OWNER	CUSTOM

NOTE: BOOTH STYLE  
BLACK LAMINATE BASE  
SEAT - ALL VINYL  
OUTER BACK - ALL VINYL  
BACK - 9" HEAD ROLL, WITH WIDE CHANNELS  
\*ALL MATERIALS TO MEET OR EXCEED LATEST BOSTON FIRE CODE

## STANDARD TERM COMMERCIAL LEASE

THIS LEASE made as of January 5, 2021, by and between Hopedale Airport Industrial Park, Inc. called "LESSOR" and New England Restaurant Group, Inc. dba Hopedale Pizza Market Bar & Grill, hereafter referred to as "LESSEE".

### WITNESSETH

1. **PREMISES**

That in consideration of the mutual covenants and agreements made herein and hereinafter after set forth, the LESSOR does hereby lease to the LESSEE, a portion of the building, located in the Hopedale Industrial Park, known as 1 Menfi Way, and other improvements on it, located in Hopedale, MA, (the "premises") in their "as is" condition. The premises is located at Lot 20A, Building D, Unit 1, the building is 7,000 square feet including kitchen/bar lounge, restaurant and outdoor patio (18'x40').

2. **TERM**

To have and to hold the same for a period of 60 months, commencing on April 1, 2021 and ending on March 31, 2026.

3. **BASE RENT**

The LESSEE shall pay to the LESSOR rent at the rate of \$21,000.00 for six (6) months, in monthly installments of \$3,500.00. (4/1/2021 – 9/30/2021)

The LESSEE shall pay to the LESSOR rent at the rate of \$54,000.00 per year for one year, in monthly installments of \$4,500.00. (10/1/2021 – 9/30/2022)

The LESSEE shall pay to the LESSOR rent at the rate of \$66,000.00 per year for one year, in monthly installments of \$5,500.00. (10/1/2022 – 9/30/2023)

The LESSEE shall pay to the LESSOR rent at the rate of \$120,000.00 for twenty (20) months, in monthly installments of \$6,000.00. (10/1/2023 – 5/31/2025)

The LESSEE shall pay to the LESSOR rent at the rate of \$65,000.00 for ten (10) months, in monthly installments of \$6,500.00. (6/1/2025 – 3/31/2026)

Rents are payable in advance, with monthly installments due the 1st of the month. If the rent is not received by the 5<sup>th</sup> of the month, then the LESSEE shall be charged a 10% late fee on the rent due, any partial payment of rent notwithstanding.

All rent payments are due in advance without demand or notice, and without any abatement, counterclaim, deduction, defense, offset or setoff except for abatements made pursuant to section 15 of this lease, on the 1st day of each and every month during the terms of the lease and any extension or renewal thereof.

4. **LEASE DEPOSIT**

In addition to first month's rent and last month's rent, a security deposit of \$6,500 is due at signing. **(Total Due at signing: \$16,500.00)**

5. **ADDITIONAL RENT**

LESSEE will be responsible for the following as additional rent:

A. **TAXES**

Beginning March 1, 2021, the LESSEE shall pay as additional rent equal to LESSEE's proportionate share of the building and grounds of the municipal real estate taxes for the real estate and insurance, including special and betterment assessments. Said amount shall be paid within 15 days after delivery of a copy of the municipal tax bill or assessment by LESSOR and shall be payable to LESSOR or directly to the municipal authority, at LESSOR'S direction. Any abatement of taxes received by LESSOR shall be credited to LESSEE for the applicable period in an amount equal to LESSEE's proportionate share of the building after subtraction of LESSEE'S proportionate share of all costs and expenses, including reasonable attorney's fees, with regard to said abatement. Notwithstanding the forgoing, LESSOR is under no obligation to pursue an abatement. Should LESSEE elect to seek an abatement, LESSOR shall cooperate with LESSEE, and costs and expenses shall be subtracted proportionately.

B. **UTILITIES**

The LESSEE shall pay, as they become due, all bills for utilities used by the LESSEE, including water. The LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment with the leased premises as of the commencement of this lease.

C. **OTHER COSTS**

All sums of money or charges incurred by or required to be paid by the LESSEE pursuant to this lease, including and not limited to maintenance charges, snow removal fees or reasonable attorney's fees shall be due and payable as additional rent, whether or not such sums are designated as "additional rent." No delay or mistake in charging any amount due under this lease to the LESSEE shall operate as a waiver to later charging the LESSEE or allow the LESSEE to avoid paying the charged amount.

**D. INTEREST**

If any amount due pursuant to this lease is not paid at the due date thereof, at LESSOR'S election, it shall bear interest at 18% per annum, compounded daily, (or if 18% per annum is or becomes greater than the maximum amount allowed by law, then the maximum amount allowed by law) from such due date to date of payment, which interest shall be immediately due and payable as additional rent.

**6. USE OF LEASED PREMISES**

Said premises are to be used for restaurant in connection with its related purposes. The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive. The LESSEE agrees to comply with all pertinent laws of the United States of America, the Commonwealth of Massachusetts and the Town of Hopedale, and all pertinent regulations of the New England Fire Insurance Rating Association. See Exhibit "A".

Any and all permits that are necessary, pertaining to Hazardous Materials/Waste storage, from the Fire Department, Building Inspector, Plumbing Inspector, etc., will be the sole responsibility of the LESSEE, with no contribution from the LESSOR. LESSOR acknowledges that granting of such permits, if any is essential to conduct LESSEE'S business and if such permits cannot be obtained this lease may be terminated by LESSEE, immediately on notice.

LESSEE shall not bring or permit to be brought or kept in or on the leased premises or elsewhere on the LESSOR'S property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws or that might be considered hazardous by a responsible insurance company, except as necessary for the operation of its business, allowed pursuant to Exhibit A to this lease and the LESSEE provides proof of adequate insurance protection to LESSOR.

**7. OPTION TO RENEW**

There is an option to renew for five years at a rate to be discussed 90 days prior to the end of the current lease agreement.

**8. ACCEPTANCE OF PREMISES AND REPAIRS**

LESSEE hereby accepts the premises in the condition they are in at the beginning of this lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this agreement, and to make good to said LESSOR immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of LESSEE, or of any person or persons in the employ, under the control of the LESSEE, or a business invitee of the LESSEE. If LESSEE refuses or neglects to

repair the leased premises as required hereunder to the reasonable satisfaction of the LESSOR as soon as reasonable possible after written demand, LESSOR may make such repairs without liability to LESSEE for any loss or damage that may occur to LESSEE's merchandise, fixtures, or other property, or to LESSEE'S business by reason thereof, and upon completion thereof, LESSEE shall pay as Additional Rent LESSOR'S cost for making such repairs plus twenty percent (20%) for overhead, upon presentation of a bill therefore. Said bill shall include interest at 18% per annum, compounded daily, on said cost from the date of completion of repairs by LESSOR. Notwithstanding the foregoing, LESSOR shall take reasonable measures to avoid any loss or damage to LESSEE'S merchandise, fixtures or other property, or to LESSEE'S business by reason of any such repairs. Additionally, LESSEE accepts all equipment and accessories in the condition they have been delivered with no representation or warranties from LESSOR. LESSEE shall maintain all of LESSOR'S equipment, plumbing and electrical lines in good condition at all times, including the cleaning of all grease traps and plumbing lines on an "as-needed" basis.

9. **ALTERATIONS AND IMPROVEMENTS**

The LESSEE with the written permission of the LESSOR may make alterations, improvements, additions or install fixtures to the demised premises provided the additions, alterations, improvements or fixtures do not adversely affect the structural soundness, value or use of the premises, permission which may not be unreasonably withheld or delayed, but there shall be no obligation to obtain LESSOR'S permission for installing equipment used in their business that does not constitute a fixture. The LESSEE shall obtain the LESSOR'S prior written consent before erecting any sign on the leased premises which consent shall not be unreasonably withheld. Any alterations, additions, improvements or fixtures made by the LESSEE shall become the property of the LESSOR at the termination of occupancy, regardless of their intended purpose or use by LESSEE.

10 **ASSIGNMENT**

At no time shall the LESSEE assign or sublet the leased premises without written consent of the LESSOR which may not be unreasonably withheld or delayed. LESSOR shall be entitled to investigate the proposed sublessee to the same extent as it investigated the LESSEE. Notwithstanding any assignment or sublease, the LESSEE will remain primarily liable for all obligations under this lease. All representations, warranties and covenants contained in this lease shall be equally binding on the sublessee as the LESSEE. LESSEE shall have no rights to assign or sublet the leased premises while it is or remains in default of any provision of this lease.

11. **INDEMNIFICATION AND INSURANCE**

The LESSEE agrees to indemnify and hold harmless the LESSOR from and against all claims, demands, lawsuits, actions, costs and judgments whatsoever, for any injury, death, or property damage suffered by any third person present upon or about the leased premises or in any parking areas or driveways reserved for LESSEE'S use and under the

control of the LESSEE due to the LESSEE'S occupancy or use of the leased premises, and which was not caused by any negligence or wrongful act on the part of the LESSOR or LESSOR'S agents or employees.

The LESSOR is to be named as an additional insured on the LESSEE'S liability policy and the LESSEE shall furnish the LESSOR a copy of the same and renewals of same at least 30 days prior to the expiration of any policy. Such policies shall be kept in force by the LESSEE for the entire terms of the rental period in amounts equal to no less than the following liability coverage limits:

Liability	\$1,500,000
Bodily Injury	\$500,000
Property Damage	\$300,000

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from the failure to remove snow and ice from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises unless such loss is caused by the negligence or intentional act of the LESSOR, or LESSOR'S agents or employees.

To the fullest extent permitted by law, all merchandise, furniture and property of any kind, which may be on the premises during the term hereof, shall be a the sole risk and hazard of the LESSEE, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the use or abuse of the water, or by the leaking or bursting of water pipes, or in any other way or manner, no part of said loss or damage is to be charged to, or be borne by the LESSOR, unless caused by LESSOR'S negligence or that of their Agent(s) or Employee(s).

## 12. DEFAULT

- A. If the LESSEE is deemed to be in default of payment of either rent or any other payments required of the LESSEE by this lease; if the LESSEE shall be in default of any of the other covenants and conditions of this lease to be kept, observed and performed by the LESSEE; if the LESSEE shall vacate or abandon the leased premises, fail to take possession of the premises, or fail to actively operate a business therein at any time; the LESSEE'S heat, electricity, telephone or water or any other service essential for the tenant's business is discontinued and not restored within 72 hours, weekends and holidays excepted; if the LESSEE uses or allows the premises to be used for residential purposes; if the LESSEE fails to obtain any license, certification or permit necessary to operate his business or fails to renew or obtain a new such license, certification or permit within 72 hours of its expiration or revocation; if the LESSEE shall file a voluntary bankruptcy petition or be adjudged as bankrupt, or if a receiver or trustee shall be appointed

and shall not be discharged within thirty (30) days from the date of such appointment, then and in any such events LESSEE shall be in default of this lease.

B. In the event of any default of the LESSEE this lease shall terminate:

- (i). without further act on the part of the LESSOR if such default of the LESSEE shall occur prior to the commencement of the term of this lease, or
- (ii). ten (10) days following the giving of a written notice of default of the LESSEE if such default involves the failure to pay any item of rent, additional rent or other amount due pursuant to this lease when due; and if LESSEE does not cure said default on or before the termination date; or
- (iii). thirty (30) days following the giving of a written notice of default of the LESSEE, if such default involves a default other than the failure to pay any item of rent, additional rent or other amount due pursuant to this lease when due.

C. In the event of any termination as provided in this lease, the LESSEE shall pay to the LESSOR as **LIQUIDATED DAMAGES**:

- (i). rent, additional rent or other amounts owed pursuant to this lease up to the time of such termination and;
- (ii). until the end of what would have been the term of this lease in the absence of such termination, and whether or not the leased premises shall have been re-let, the rent, additional rent or other amounts which would be owed pursuant to this lease if such termination had not occurred to the end of the term, less the net proceeds, if any of any re-letting of the leased premises, after deduction all expenses in connection with such re-letting including, without limitation, all repossession costs, brokerage commissions, attorney's fees, advertising costs, alteration costs and expenses of preparation for such re-letting, within reason.
- (iii). LESSOR shall be deemed to have mitigated its damages by using reasonable commercial efforts to lease premises at market rate in the event of termination as provided in this lease.

D. If the LESSEE'S default terminates the lease, then:

- (i). the LESSEE shall quit or surrender the leased premises to the LESSOR and the LESSOR may, without notice, immediately or at any time thereafter and without further demand or notice, re-enter the leased



premises, either by summary proceeding, ejectment or other lawful means, and remove and dispossess the LESSEE and all other persons and all property from the same, as if this lease had not been made and retain LESSEE'S property and apply it to any amount owed the LESSOR under this lease by selling it at public or private sale or by crediting the LESSEE with the fair market value of the property.

- (ii). The LESSOR may re-let the leased premises and/or parts thereof, either in the name of the LESSOR or otherwise for a term or terms which may at the LESSOR'S option be equal to or less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent to the extent the LESSOR considers advisable and necessary to re-let the same; and
  - (iii). The LESSOR may make such reasonable alterations, repairs and decorations in the leased premises as the LESSOR in its sole judgment considers advisable and necessary for the purpose of re-letting the leased premises; and the making of such alterations, repairs, and decorations shall not operate or be construed to release the LESSEE from liability hereunder as aforesaid. Any such alterations, repairs, and decorations made by LESSOR shall not be inconsistent with nature or intended use of this or like properties.
- E. In the event of any default of the LESSEE and after expiration of applicable grace and cure periods, in situations involving potential danger to the health or safety of persons in, on or about the leased premises or a further material deterioration of, or damage to, the Premises, the LESSOR may at its election perform, fulfill or observe such agreement for and on behalf of the LESSEE, and any reasonable amount which the LESSOR shall expend for such purpose, shall be deemed to be additional rent and shall be paid to the LESSOR on demand.
- F. Notwithstanding anything elsewhere in this lease contained, and with respect only to payment defaults, pertaining to rent or additional rent only, in the event that during the term of this lease, the LESSOR shall have sent (1) prior notice of default within any consecutive 12 month period to the LESSEE pursuant to this lease, even though the LESSEE shall have cured the failure or failures specified in such notices, and subsequently, the LESSEE shall fail to pay any items of rent or additional rent, the provisions for notice and grace periods set forth herein shall not be applicable to such subsequent failure or failures and, thereafter, the LESSOR shall have the immediate right, without demand or notice, to exercise all of its rights and remedies set forth in this lease.
- G. No failure by the LESSOR to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent

upon a default of the LESSEE and no acceptance of full or partial rent during the continuance of any such default shall constitute a waiver of any such default or of such agreement, term, covenant or condition of the lease, except by a written instrument executed by the LESSOR. The giving of a subsequent notice of default shall not be deemed to cure a prior default and need not extend the time for the LESSEE to cure the default. A notice of default shall be deemed to constitute a notice to quit.

- H. All costs and expenses incurred by or on behalf of the LESSOR (including, without limitation, reasonable attorneys' fees and expenses) in enforcing its rights under the lease shall be paid by the LESSEE. All reasonable costs and expenses incurred by or on behalf of the LESSEE (including, without limitation, reasonable attorneys' fees and expenses) in enforcing its rights under the lease shall be paid by the LESSOR.

### 13. MAINTENANCE

#### LESSEE'S OBLIGATIONS

- A. LESSEE shall keep walkways and door entrances clear at all times.
- B. LESSEE is responsible for removal of snow and ice from the walkways and sidewalks and for paying for snow plowing and sanding of the parking lot.
- C. LESSEE is responsible for keeping the premises in good condition, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole.
- D. LESSEE is responsible for HVAC repair up to \$10,000.00 per incident. Anything over \$10,000, will be split between the LESSOR and the LESSEE. The LESSOR has the right of first refusal for all repair work on HVAC.
- E. LESSEE is responsible for snow removal of parking lot.
- F. LESSEE is responsible for all maintenance.
- G. The Septic tank must be pumped on a monthly basis.

## LESSOR'S OBLIGATIONS

A. Structural integrity of the building and repairs of same.

### 14. SUBORDINATION

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage.

### 15. FIRE/CASUALTY

Should a substantial portion of the leased premises, or of the property which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR or LESSEE may elect to terminate the lease within thirty days thereafter. LESSEE releases to the LESSOR all rights to eminent domain awards or damages pertaining to the leased premises but not LESSEE'S personal property awards. See Exhibit "A."

### 16. NOTICES

For any and all communications and notifications between the LESSOR and the LESSEE, their legal mailing addresses shall be as follows: LESSOR AND GUARANTOR is to be contacted by mail, postage prepaid at One Airport Road, Hopedale, MA 01747 and the LESSEE is to be contacted by mail, postage prepaid at 1 Menfi Way, Hopedale, MA 01747. Notice may also be made through a facsimile communication or through electronic mail to a facsimile telephone number or email address designated by the party pursuant to section 30 of this lease. For the purposes of this section, "mail" shall include any delivery services such as UPS or FedEx.

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be conclusively deemed received on the third day after posting.

### 17. COMPLETE AGREEMENT AND INTERPRETATION

The lease represents the entire agreement between LESSOR and LESSEE, and all prior negotiations, agreements, understandings and courses of conduct and dealing shall not be binding on the parties except as expressly provided for in this lease. No modification may be made to this lease unless it is in writing and signed by both parties to this lease. Any ambiguities in this lease shall not be construed against the drafter.

### 18. GOVERNING LAW AND FORUM AND JURISDICTION

This lease is to be construed according to laws of the Commonwealth of Massachusetts and any dispute arising out of it or related to it shall be governed by laws of the Commonwealth of Massachusetts and must be brought within those courts of the Commonwealth of Massachusetts that have jurisdictional authority over the Town of Hopedale. LESSEE acknowledges that this LEASE is to be substantially performed in

Massachusetts and is binding when accepted in Massachusetts and in the event of a default; the LESSEE consents to jurisdiction in the courts of the Commonwealth of Massachusetts and agrees to waive any objections to such jurisdiction.

19. **SEVERABILITY**

If any provision or provisions of this lease is held to invalid, illegal or unenforceable for any reason, the remainder of this lease will remain in force and effect.

20. **BINDING EFFECT**

The provisions of this lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns and is intended to take effect as a sealed instrument.

21. **CORPORATE AUTHORIZATION AND LIABILITY**

The undersigned representative of the LESSOR certifies that he has full corporate authority to enter into this lease. The undersigned representative(s) of the LESSEE, if a recognized entity under the laws of the Commonwealth of Massachusetts, certifies that he/she/they have full corporate authority to enter into this lease. An individual signing on behalf of a unincorporated or defunct entity or an entity not recognized by the Commonwealth of Massachusetts shall be personally liable under lease and be deemed the LESSEE.

22. **HOLDOVER**

If the LESSEE continues to occupy the leased premises after the termination hereof, it shall have not more rights than a tenant by sufferance, but shall be liable for 150% of the aggregate rental as above determined during such occupancy, and shall be liable for any loss or expense due to such holding over. Nothing in this paragraph shall be construed to permit such holding over.

The LESSEE shall be liable for any loss or expense due to such holding over. Nothing in this section shall be construed to permit such holding over.

23. **CUMULATIVE RIGHTS**

The rights of the parties under this lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

24. **NON-SUFFICIENT FUNDS**

LESSEE shall be charged \$20.00 for each check that is returned to LESSOR for lack of sufficient funds in addition to any fees charged by any financial institution.

25. **ACCESS BY LESSOR TO PREMISES**

Subject to LESSEE'S consent (which shall not be unreasonably withheld), LESSOR shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, LESSOR

does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, LESSOR may enter the Premises without LESSEE'S consent. During the last three months of this lease, any extension of this lease, any holdover period, or any period in which LESSEE is in default of this lease, LESSOR shall be allowed to display the usual "To Let" signs and show the Premises to prospective LESSEES.

26. **MECHANICS LIENS**

Neither the LESSEE nor anyone claiming through the LESSEE shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this lease constitutes notice that such liens are invalid. Further, LESSEE agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the LESSEE and shall indemnify LESSOR should any actions to enforce a Mechanic's Lien be instituted against LESSOR or LESSOR'S property.

27. **SURRENDER**

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE'S goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations, improvements and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of the LESSEE'S property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE'S expense, or to retain same under LESSOR'S control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any amount due pursuant to this lease or to destroy such property. The LESSEE is to leave the premises in the same condition as when moved in. i.e., holes in walls to be patched, walls painted, rugs shampooed.

28. **BROKERAGE**

LESSOR and LESSEE warrant that there is no broker involved in this transaction. Should either party use a broker or incur liability for a brokerage fee, then that party shall be solely responsible for said brokerage fees and indemnify and hold harmless the other party.

29. **FORCE MAJEURE**

In the event that the LESSOR is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the

control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefore nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.

30. LEGAL PROCESS

LESSEE and all GUARANTORS and OBLIGORS hereby appoint LESSOR'S attorney as agent for the purpose of service of process, which said agent agrees to forward by any form of mail addressed to the individual or entity to be served and requiring a signed receipt, postage prepaid, using the address given above for the parties. Service shall be complete upon mailing. If the LESSOR brings a summary process action against LESSEE and/or any and all GUARANTORS and OBLIGORS, LESSEE and all GUARANTORS and OBLIGORS authorize LESSOR'S attorney to waive any defenses to jurisdiction, venue, sufficiency of process or service of process and to confess a judgment in favor of LESSOR for possession and all amounts due under the lease as rent or additional rent, and LESSEE and all GUARANTORS and OBLIGORS waives all errors that may intervene and consents to immediate execution upon such judgment. No attorney-client relationship is created between LESSEE or any GUARANTOR and OBLIGOR and LESSOR'S attorney.

31. GUARANTY

In consideration of the LESSOR'S leasing the premises to the LESSEE, the undersigned individual person or persons, called "GUARANTOR" or "OBLIGOR" agree to pay promptly and be personally liable for all debts, obligations and liabilities arising under this lease in the same manner and to the same extent as the LESSEE. The LESSOR shall not be obligated to proceed against the LESSEE prior to seeking payment or satisfaction from the GUARANTOR or OBLIGOR. The obligations of the GUARANTOR(S) or OBLIGOR(S) shall continue in effect until all obligations and liabilities under this lease, including but not limited the payment of any amount due pursuant to this lease, liability for damage or injury to persons or the premises or surrendering the premises, until the obligation or liability has been fully satisfied. LESSEE and GUARANTOR(S) or OBLIGOR(S) shall be jointly and severally liable on all obligations and liabilities under this lease and waive any rights to subrogate as against the LESSOR. This guaranty shall not be affected by the invalidity of the primary obligation, any relaxation of the LESSOR'S rights under the lease, by any modifications, or by adjustments in any obligations or liabilities under the lease. The LESSOR shall have the right to compromise with any co-GUARANTOR(S) or co-OBLIGOR(S) or the LESSEE without releasing the GUARANTOR or OBLIGOR. Impairment or re rental of the premises shall not release the GUARANTOR or OBLIGOR'S obligations and liabilities under the lease, and they shall remain liable during any holdover period. If GUARANTOR or OBLIGOR

is also a named or signs as a LESSEE, regardless of the capacity in which he or she signs as LESSEE, he or she shall not be entitled to receive any additional notices under this lease. An individual person may sign in their capacity as an officer of a legally-recognized entity as LESSEE and in their individual capacity as a GUARANTOR or OBLIGOR. Any assignment of the lease from LESSEE to a GUARANTOR or OBLIGOR shall be governed by section 10 of this lease.

**32. SIGNATURES**

If the LESSOR has delivered a copy of this lease to the LESSEE, the LESSEE is conclusively deemed to have signed this lease and be bound by all terms and conditions herein by taking possession of the premises, notwithstanding the loss or destruction of the original lease. An unsigned copy of this lease shall be deemed authenticated and admissible to the same extent as an original signed lease by both parties.

**33. DAMAGE TO PREMISES**

LESSEE shall not permit the leased premises to be overloaded, damaged, or stripped, or defaced, nor suffer any waste and the LESSEE shall be liable to the LESSOR therefore as additional rent. LESSEE shall be responsible for any and all damages/repairs incurred that are a direct result of operations, unless and only to the extent the same does not arise from the negligence or willful act of LESSOR, its agents or employees.

**34. ADDITIONAL PROVISIONS**

It is also understood and agreed that:

- A. Noise levels will be kept to a low minimum so as not to disturb other tenants.
- B. At any time during the leased period the LESSEE changes the lock(s) to the unit, the LESSOR will be notified and will receive the key(s) to the changed lock(s).
- C. All parking areas and driveways attached to and leading towards the leased premises are solely for the use of the LESSEE and their visitors, reserving unto the LESSOR the right to pass and repass on said driveways.
- D. LESSEE is permitted 24 hour a day access to and use of this unit.
- E. All rent checks shall be made payable to Hopedale Airport Industrial Park, Inc.
- F. Upon installation of telephone service, the Industrial Park office (508-478-1726) must be advised of your business phone number, facsimile telephone number, if any, and an emergency name and number. You must also advise the Industrial Park office of any email address used in the course of your business.

IN WITNESS WHEREOF, THE LESSOR AND LESSEE have hereunto set their hands and common seals this      day of      , 2021.

LESSOR:

  
\_\_\_\_\_  
Joseph Menfi, President  
Hopedale Airport Industrial Park, Inc.

LESSEE:  
NEW ENGLAND  
RESTAURANT GROUP, INC.


  
By: \_\_\_\_\_  
Ray Leung, President

GUARANTORS:

  
\_\_\_\_\_  
Ray Leung

  
\_\_\_\_\_  
Mihir Shah

  
\_\_\_\_\_  
Steven Dubois

  
\_\_\_\_\_  
Michael DeLoia



"EXHIBIT A"

CERTIFICATE OF COMPLIANCE OF HAZARDOUS MATERIALS PROCESSING THE UNDERSIGNED, New England Restaurant Group, Inc., dba Hopedale Pizza Market Bar & Grill HEREBY CERTIFIES AND WARRANTS THAT DURING THE OCCUPANCY OF THE PREMISES LOCATED AT 1 Menfi Way, Hopedale, MA., ALL HAZARDOUS MATERIALS USED AND PROCESSED BY THE UNDERSIGNED HAVE BEEN AND WILL HAVE BEEN IN PROPER COMPLIANCE WITH STATE AND FEDERAL LAWS AND REGULATIONS GOVERNING THE PROCESSING OF HAZARDOUS MATERIALS. SHOULD THERE BE A FINDING, BY A COURT OF COMPETENT JURISDICTION OF A VIOLATION OF GOVERNING LAWS AND REGULATIONS WHICH RELATE TO IMPROPER OPERATION AND/OR PROCESING OF ANY AND ALL HAZARDOUS MATERIALS USED BY THE UNDERSIGNED DURING THE OCCUPANCY OF THE AFORESAID PROPERTY, THE UNDERSIGNED WILL BEAR FULL RESPONSIBILITY TO CORRECT THE VIOLATION AND INDEMNIFY AND HOLD HARMLESS THE OWNERS OF THE PROPERTY, ITS ASSIGNS, SUCCESSORS, AND INTEREST, OR REPRESENTATIVES FOR ANY AND ALL DAMAGES ARISING FROM SUCH VIOLATION.

DATED THIS            DAY OF            2021.

BY:

  
\_\_\_\_\_  
New England Restaurant Group, Inc.  
dba Hopedale Pizza Market Bar & Grill  
LESSEE

Mihir S. Lal.  
Witness

From: Ray Leung [REDACTED]

Date: Mar 3, 2021 at 12:42:16 PM

To: Mike Shah [REDACTED]

Sent from [Mail](#) for Windows 10





Office of the Board of Assessors  
P.O. Box 7  
74 Hopedale Street  
Hopedale, MA 01747  
Ann M. Williams Principal Assessor  
Tel. (508) 634-2203 x 224 FAX (508) 634-2200  
e-mail: awilliams@hopedale-ma.gov

Edward A. Holland, Jr.  
Chairperson

Donald W. Howes

Matthew M. Dailey

## REQUEST FOR ABUTTER'S LIST

Today's Date: 1/4/22

Requester's Name: Ray Leung / Hopedale pizza market

Mailing Address of Requester: 1A Speedway Lane Hopedale MA 01747

Requester's Contact Number: [REDACTED]

Address of Subject Property: 1 Menfi Way Hopedale MA 01747

Subject Property Parcel ID: [REDACTED]

Map: 22

Block: 15

Lot: 1

Requester's Signature: [Signature]

Do you wish the Abutter's List to be?

Emailed to: [REDACTED]

Mailed to: \_\_\_\_\_

or

Picked up:

Purpose: Building/ZBA (300' Radius)

ConCom (100' Radius)

Other (please specify)

Closest to Restaurant  
500 - 1000

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

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

Cost: \$25.00 per report type and or per address - checks payable to Town of Hopedale. Lists will not be emailed/mailed until payment is received.

**PLEASE ALLOW TEN (10) BUSINESS DAYS FOR COMPLETION**



## **TOWN OF HOPEDALE**

78 Hopedale Street - P.O. Box 7  
Hopedale, Massachusetts 01747  
Tel: 508-634-2203 Fax: 508-634-2200  
www.hopedale-ma.gov

**SELECT BOARD**  
Brian R. Keyes, Chair  
Louis J. Arcudi, III  
Glenda A. Hazard

**Town Administrator**  
Diana M. Schindler

### **PUBLIC HEARING HOPEDALE SELECT BOARD LIQUOR & ADDITIONAL LICENSES**

The Hopedale Select Board, acting as the Local Licensing Authority, will hold a REMOTE ZOOM meeting on Monday, February 14, 2022 at 7:15 P.M., to consider an application for an on-premise annual all alcohol license, common victualler license and non-Sunday entertainment license from the NE Restaurant Group, Inc, DBA Hopedale Pizza Market Bar and Grill, President and Director, Ray Leung and Treasurer and Director, Mr. Mihir Shah. Location of Premises: 1 Menfi Way, Hopedale, MA 01747. This meeting will be conducted via remote participation and every effort will be made to ensure that the public can adequately access and participate in the proceedings as provided for in the Order. Members of the public who wish to watch the meeting may do so by viewing the Hopedale Access Channels. Public participation in the public hearing may be undertaken as follows:

**Topic: Board of Selectmen Meeting**

**Time: February 14, 2022 07:00 PM Eastern Time (US and Canada)**

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/81873864755?pwd=NU1IU1Y2dXJXNnBqU0hGRm5RODU0QT09>**

**Meeting ID: 818 7386 4755**

**Passcode: 746557**

**SELECT BOARD**  
Brian R. Keyes, Chair  
Louis J. Arcudi, III  
Glenda A. Hazard

PUBLISHED TO MILFORD DAILY  
1/27/2022



# TOWN OF HOPEDALE

78 Hopedale Street - P.O. Box 7  
Hopedale, Massachusetts 01747

Tel: 508-634-2203 Fax: 508-634-2200

## SELECT BOARD

Brian R. Keyes, Chair  
Louis J. Arcudi, III  
Glenda A. Hazard

January 24, 2022

To: Abutters

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### Legal Notice

The Board of Selectmen, acting as the Local Licensing Authority, will hold a REMOTE ZOOM meeting on Monday, February 14, 2022 at 7:15 P.M., to consider an application for an on-premise annual all alcohol license, Common Victualler License, and a Non-Sunday Entertainment License from the NE Restaurant Group, Inc, DBA Hopedale Pizza Market Bar and Grill, President and Director, Mr. Ray Leung. Location of Premises: 1 Menfi Way, Hopedale, MA 01747. This meeting will be conducted via remote participation and every effort will be made to ensure that the public can adequately access and participate in the proceedings as provided for in the Order. Members of the public who wish to watch the meeting may do so by viewing the Hopedale Access Channels. Public participation in the public hearing may be undertaken as follows:

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**Meeting ID: 818 7386 4755**

**Passcode: 746557**

**HOPEDALE SELECT BOARD**

**Brian R. Keyes, Chairman**

**Louis J. Arcudi, III**

**Glenda A. Hazard**

MAILED 1/24/2022





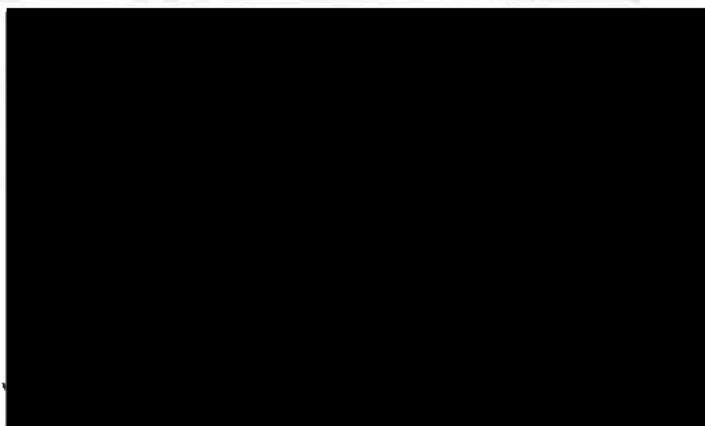
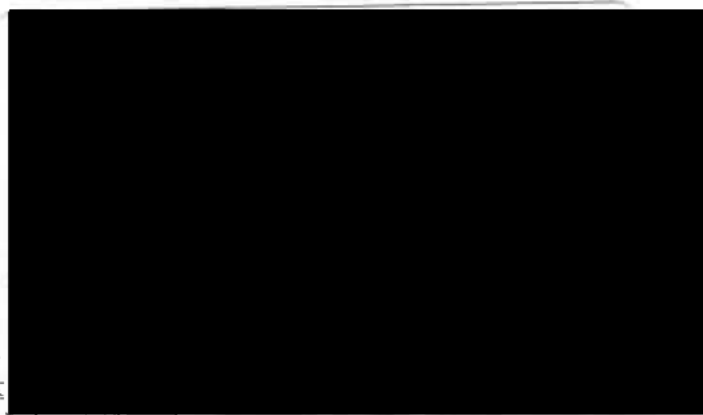
# The Commonwealth of Massachusetts

## Department of Public Safety

### New and Renewal Certificate of Inspection

In accordance with 780 CMR, Chapter 1 (The Eighth Edition of the Massachusetts State Building Code) and Chapter 304 of the Acts of 2004 (an Act to further enhance fire and life safety), this Certificate of Inspection is issued to the premise or structure or part thereof as herein identified.

<b>Issued to</b>	<i>Identify Name of Establishment</i>				<b>Certificate No.</b>
	<b>HOPEDALE PIZZA MARKET INC.</b>				2021-1
<b>Located at</b>	<i>Identify property address including street number, name, city or town and county</i>				<b>Certificate Expiration</b>
	<b>ONE MENFI WAY HOPEDALE, MA. 01743</b>				DECEMBER 6, 2022
<b>Use Group Classification(s)</b>	<b>Basement</b>	<b>First Floor</b>	<b>Second Floor</b>	<b>Third Floor</b>	<b>Fourth Floor</b>
	N/A	A-2			Other
<b>Allowable Occupant Load</b>	N/A	<b>FUNCTION ROOM</b> 150			
<p><i>This Certificate of Inspection is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. Failure to post or tampering with the contents of the certificate is strictly prohibited.</i></p>					
<b>Name of Municipal Fire Inspector</b>	<b>David J. McMorrow</b> Deputy Fire Chief	<b>Name of Municipal Building Commissioner</b>		<b>Timothy J. Aitardi</b>	<b>Date of Inspection</b>
<b>Signature of Municipal Fire Inspector</b>		<b>Signature of Municipal Building Commissioner</b>			December 6, 2021
					December 6, 2021





TOWN OF HOPEDALE  
78 Hopedale Street  
Hopedale, MA 01747



## Commonwealth of Massachusetts

Section 49A. (a) A person applying to any department, board, commission, division, authority, district or other agency of the commonwealth or a subdivision of the commonwealth, including a city, town or district, for a right or license to conduct a profession, trade or business or for the renewal of the right or license, shall certify upon application, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

### REVENUE ENFORCEMENT & PROTECTION ATTESTATION (REAP)

#### MASSACHUSETTS DEPARTMENT OF REVENUE

Pursuant to M.G.L. c. 62C § 49A, I certify under the penalties of perjury that to the best of my knowledge and belief I, and/or the entity applying for licensure, have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

[REDACTED]  
Social Security Number if sole proprietor; OR Federal Identification Number, if a corporation  
Corporations must use the Federal Tax Id number  
(one or the other is required)

Corporate Name: NE Restaurant Group Business and/or DBA Name: Hopedale Prime Market  
Must List Corporate Name as it appears Federal Tax Forms  
also List DBA Name

Authorized Signature: \_\_\_\_\_ Must Print Name & Title Ray Leung, President  
Signature and Printed Name & Title (If Corporation must be current corporate officer)

Name of Person on License Application (Print): Ray Leung

Residential Address: [REDACTED]

C: [REDACTED]

Phone number: [REDACTED] Date Completed: 1/4/22

This information will be furnished to the Massachusetts Department of Revenue to determine whether you have filed all state tax returns, paid all state taxes required under law and complied with all laws of the Commonwealth relating to taxes. Licensees who fail to correct their non-filing, delinquency status, or who are not in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support will be subject to license suspension or revocation under M.G.L. c. 62C § 49A.



NERESTA-01

BJENKINS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/4/2022

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

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

<b>PRODUCER</b> RS Gilmore Insurance Agency, Inc. 27 Elm Street North Attleborough, MA 02760	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (508) 699-7511	FAX (A/C. No.):
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b>  N.E. Restaurant Group Corp DBA Hopedale Pizza Market 1A Spaceway Lane Hopedale, MA 01747	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Arbella Protection Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
		<b>NAIC #</b> 41360
		<b>INSURER F:</b>

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		8509071868	4/22/2021	4/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  For informational purposes only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Brady Jenkins</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/07/2021

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

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

<b>PRODUCER</b> Complete Benefit Solutions One Carando Drive, Suite 1  Springfield MA 01104		<b>CONTACT NAME:</b> Judy Pashko <b>PHONE (A/C, No, Ext):</b> (877) 253-9020 <b>E-MAIL ADDRESS:</b> jpashko@completepayroll.com		<b>FAX (A/C, No):</b> (413) 736-8001
<b>INSURED</b>  NE Restaurant Group Inc 1 Menfl Way  Hopedale MA		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Accident and Indemnity Company		<b>NAIC #</b> 22357
		<b>INSURER B:</b>		
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** CL214703499      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	08WECAL1VFU	04/02/2021	04/02/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Town of Hopedale 78 Hopedale  Hopedale MA 01747	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Ryan Btk</i>
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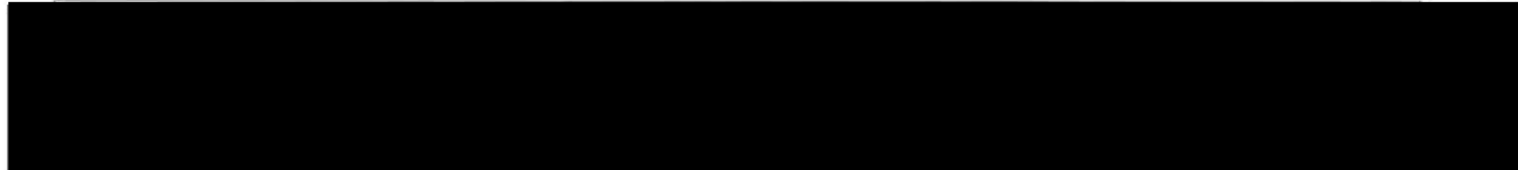
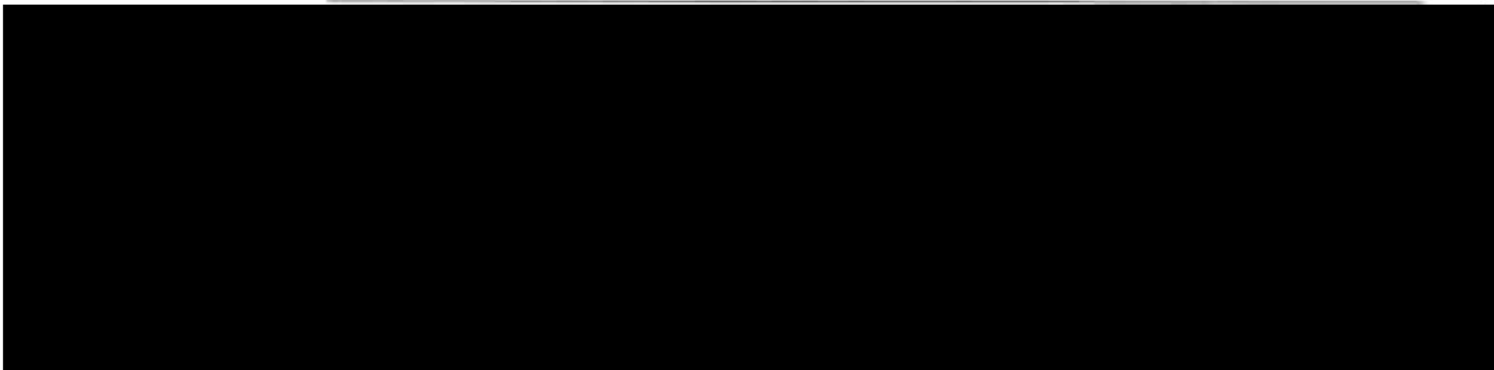
**THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY  
Department of Criminal Justice Information Services**  
200 Arlington Street, Suite 2200, Chelsea, MA 02150  
TEL: 617-860-4640 | TTY: 617-880-4606 | FAX: 617-860-5973  
MASS.GOV/CJIS



**SUBJECT INFORMATION**

Please complete this section using the information of the person whose CORI you are requesting.  
The fields marked with an asterisk (\*) are required fields.

\* First Name: Michael Middle Initial: J  
 \* Last Name: DeLoia Suffix (Jr., Sr., etc.): \_\_\_\_\_  
 Former Last Name 1: \_\_\_\_\_  
 Former Last Name 2: \_\_\_\_\_  
 Former Last Name 3: \_\_\_\_\_  
 Former Last Name 4: \_\_\_\_\_



**SUBJECT VERIFICATION**

The above information was verified by reviewing the following form(s) of government-issued identification:

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

Verified by:

\_\_\_\_\_  
*Print Name of Verifying Employee*

\_\_\_\_\_  
*Signature of Verifying Employee*

\_\_\_\_\_  
*Date*

**COMMONWEALTH OF MASSACHUSETTS  
1000 Washington Street, Suite 710  
Boston, MA 02118-6100**

**CRIMINAL OFFENDER RECORD INFORMATION (CORI)  
ACKNOWLEDGEMENT FORM**


The Division of Professional Licensure by itself and on behalf of boards of registration pursuant to M.G.L. c. 13, §9 [hereinafter, "Division of Professional Licensure"] is registered under the provisions of M.G.L. c. 6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective license applicants and current licensees.

As a license applicant or current licensee, I understand that a CORI check will be submitted for my personal information to the Department of Criminal Justice Information Services ("DCJIS"). I hereby acknowledge and provide permission to the Division of Professional Licensure to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing the Division of Professional Licensure written notice of my intent to withdraw consent to a CORI check.

**FOR LICENSING PURPOSES ONLY:**

I understand that the Division of Professional Licensure may conduct a subsequent CORI check within one year of the date this Form was signed by me.

By signing below, I provide my consent to an initial CORI check and a subsequent CORI check, both within one year of the date of this Form, and acknowledge that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

  
\_\_\_\_\_  
Signature

12-21-21  
\_\_\_\_\_  
Date

*Please provide the name of the board of registration and license type for which you are applying or currently hold:*

\_\_\_\_\_  
Board of Registration

\_\_\_\_\_  
License Type

**NOTE: DPL CANNOT ACCEPT THIS TWO-PAGE CORI ACKNOWLEDGMENT FORM UNLESS IT IS EITHER (1) SIGNED IN PERSON AT THE BOARD'S OFFICES IN THE PRESENCE OF A DPL EMPLOYEE WHO HAS VERIFIED THE APPLICANT'S IDENTITY THROUGH ACCEPTABLE IDENTIFICATION, OR (2) SIGNED IN THE PRESENCE OF A NOTARY PUBLIC WHO HAS LIKEWISE VERIFIED IDENTITY AND THEN MAILED OR OTHERWISE DELIVERED TO THE BOARD'S OFFICES AT THE ADDRESS SET FORTH ABOVE.**



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

JEAN M. LORIZIO, ESQ.  
 CHAIRMAN

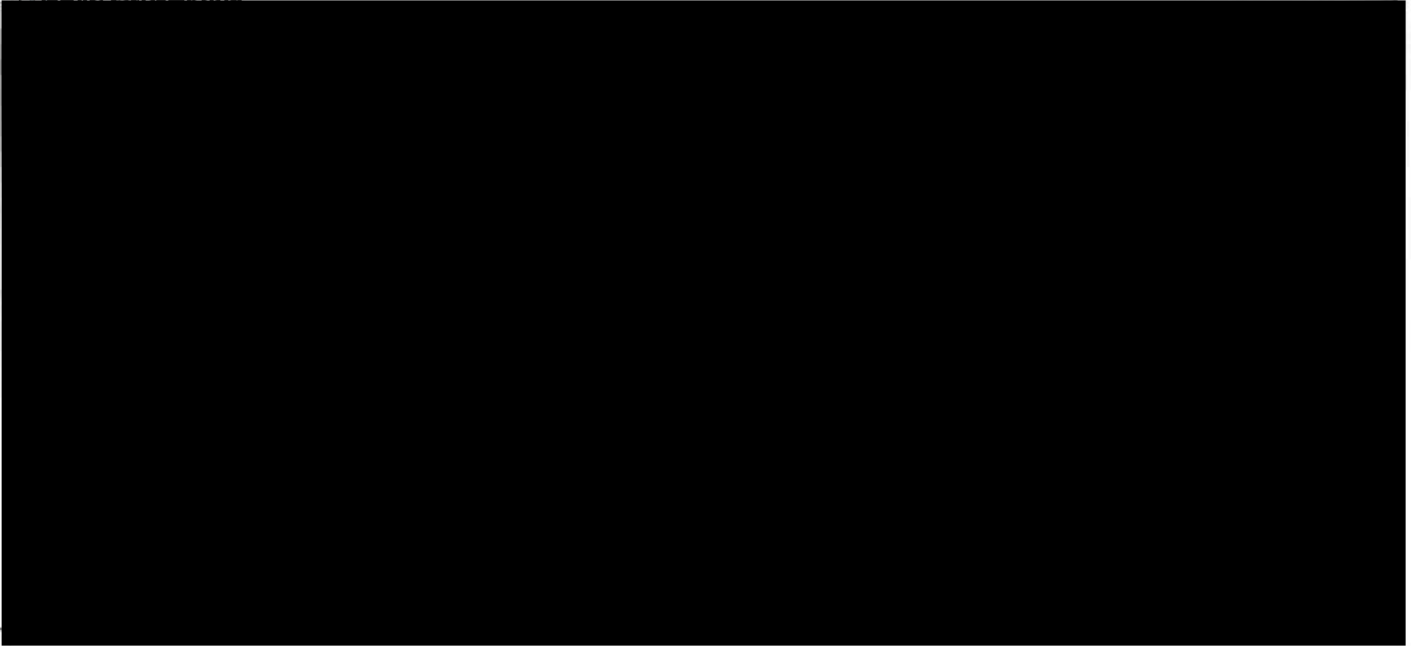
**CORI REQUEST FORM**

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

**ABCC LICENSE INFORMATION**

ABCC NUMBER:  (IF EXISTING LICENSE) LICENSEE NAME:  CITY/TOWN:

**APPLICANT INFORMATION**



**PRINT AND SIGN**

PRINTED NAME:  APPLICANT/EMPLOYEE SIGNATURE:

**NOTARY INFORMATION**

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

NOTARY

**DIVISION USE ONLY**

REQUESTED BY:

The DCJ Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide the applicant the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 860-9824.



**DENISE THOMAS**  
 Notary Public  
 Commonwealth of Massachusetts  
 My Commission Expires  
 May 24, 2024





JEAN M. LORIZIO, ESQ.  
CHAIRMAN

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

CORI REQUEST FORM

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

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSE)</small>		LICENSEE NAME:		CITY/TOWN:	
--	--	----------------	--	------------	--

**APPLICANT INFORMATION**



**PRINT AND SIGN**

PRINTED NAME:	Steven Dubois	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	---------------	-------------------------------	--

**NOTARY INFORMATION**

On this March 25, 2001 before me, the undersigned notary public, personally appeared Steven G Dubois  
 (name of document signer), proved to me through satisfactory evidence of identification, which were Driver license  
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Joseph E Sawyer  
NOTARY



**DIVISION USE ONLY**

REQUESTED BY:	
	SIGNATURE OF COM-AUTHORIZED PERSONNEL

The DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 880-4834.



JEAN M. LORIZIO, ESQ.  
CHAIRMAN

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

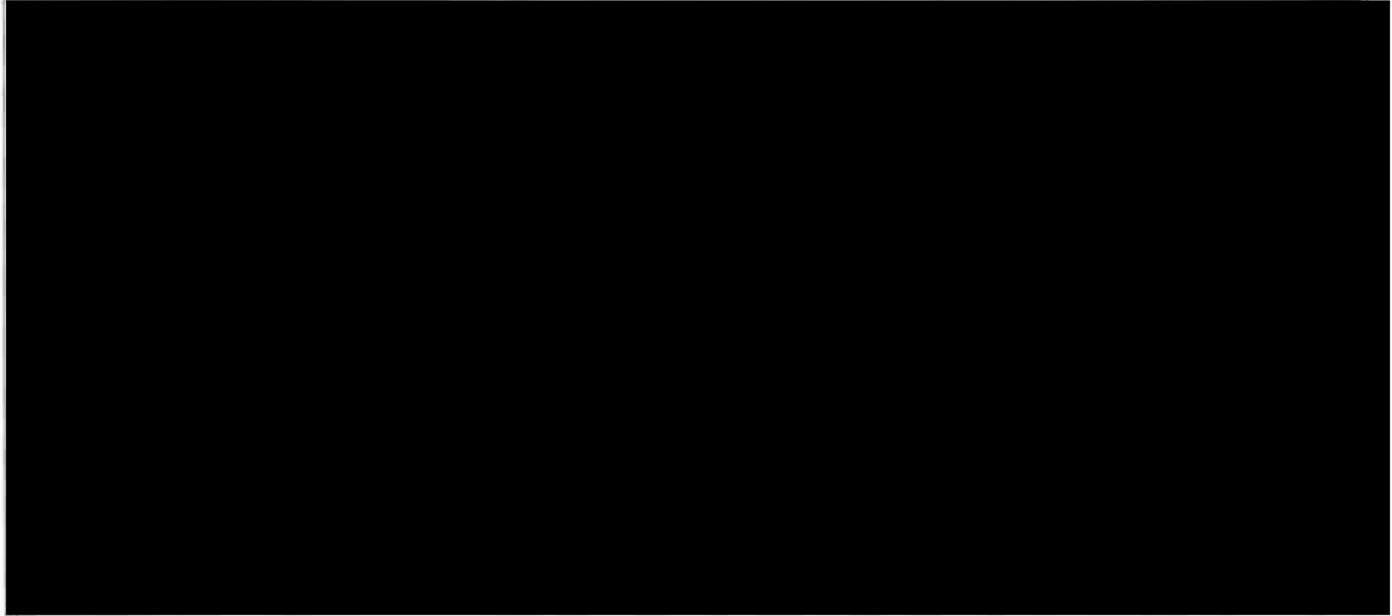
CORI REQUEST FORM

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**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>OF EXISTING LICENSES</small>		LICENSEE NAME:		CITY/TOWN:	
---	--	----------------	--	------------	--

**APPLICANT INFORMATION**



**PRINT AND SIGN**

PRINTED NAME:	Raymond Leung	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	---------------	-------------------------------	--

**NOTARY INFORMATION**

On this March 25, 2021 before me, the undersigned notary public, personally appeared Raymond Leung  
 (name of document signer), proved to me through satisfactory evidence of identification, which were Driver license  
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed for  
 its stated purpose.

Joseph E. Sawyer  
 NOTARY



**DIVISION USE ONLY**

REQUESTED BY:	
<small>SIGNATURE OF COMMISSIONER/EMPLOYEE</small>	

The DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to review the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 890-6814.

# 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 and/or text message.



FILING FEES-RETAIL

Hopedale Pizza Market Bar & Grill

\$200.00

**\$200.00**

Date Paid: 3/3/2021 11:58:59 AM EDT

Total Convenience Fee: \$4.76

Total Amount Paid: \$204.76

### Payment On Behalf Of

License Number or Business Name:  
Hopedale Pizza Market Bar & Grill

Fee Type:  
FILING FEES-RETAIL

### Billing Information

First Name:  
Mihir

Last Name:  
Shah

Address:  
1A Spaceway Lane

City:  
Hopedale

State:  
MA

Zip Code:  
01747

Email Address:  
[REDACTED]





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/07/2021

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<b>PRODUCER</b> Complete Benefit Solutions One Carando Drive, Suite 1  Springfield MA 01104		<b>CONTACT NAME:</b> Judy Pashko <b>PHONE (A/C, No, Ext):</b> (877) 263-9020 <b>E-MAIL ADDRESS:</b> jpashko@completepayrolfsolutions.com		<b>FAX (A/C, No):</b> (413) 736-8001	
<b>INSURED</b> NE Restaurant Group Inc 1 Menfi Way  Hopdale MA		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Accident and Indemnity Company		<b>NAIC #</b> 22357	
		<b>INSURER B:</b>			
		<b>INSURER C:</b>			
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** CL214703499      **REVISION NUMBER:**

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

INSP LTR	TYPE OF INSURANCE	ADDL ISBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Est occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	08WECAL1VFU	04/02/2021	04/02/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
Town of Hopdale 78 Hopdale  Hopdale MA 01747		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  	

DATE 9/6/21

Pay to the  
order of

Town of Hopedale

\$ 325<sup>00</sup>xx

Three hundred twenty five and 00/100

Dollars



SIGNED

[Signature]

Memo





The Commonwealth of Massachusetts

Department of Industrial Accidents

Office of Investigations

Lafayette City Center

2 Avenue de Lafayette, Boston, MA 02111-1750

www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: NE Restaurant Group Inc

Address: 1 Montic way

City/State/Zip: Hopedale MA 01747

Phone #: [Redacted]

Are you an employer? Check the appropriate box:

- 1.  I am a employer with 7 employees (full and/ or part-time).\*
- 2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
- 4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

- 5.  Retail
- 6.  Restaurant/Bar/Eating Establishment
- 7.  Office and/or Sales (incl. real estate, auto, etc.)
- 8.  Non-profit
- 9.  Entertainment
- 10.  Manufacturing
- 11.  Health Care
- 12.  Other

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Hartford Accident and Indemnity Company

Insurer's Address: One Carando Dr, Suite 2

City/State/Zip: Springfield MA 01104

Policy # or Self-ins. Lic. # [Redacted]

Expiration Date: [Redacted]

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under § 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature]

Date: 1/4/22

Phone #: 401-617-5830

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (check one):

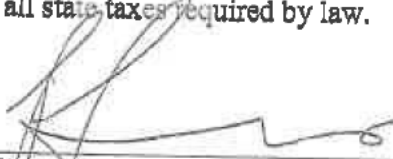
- 1.  Board of Health
- 2.  Building Department
- 3.  City/Town Clerk
- 4.  Licensing Board
- 5.  Selectmen's Office
- 6.  Other \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_

**MASSACHUSETTS DEPARTMENT OF REVENUE**  
**REVENUE ENFORCEMENT AND PROTECTION ATTESTATION**  
**(REAP)**

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

  
\_\_\_\_\_  
\*Signature of Individual or Corporate Name (Mandatory)

\_\_\_\_\_  
By: Corporate Officer (Mandatory, if Applicable)

\_\_\_\_\_  
\*\* Social Security Number (voluntary) or Federal Identification Number

\*Licenses or permits will not be issued unless this certification clause is signed by the applicant.

\*\* Will be furnished to the MA Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of M.G.L. Chapter 62C, § 49A.





THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF HOPEDALE  
EMERGENCY CONTACT FORM

Date: 3/29/21

New England Restaurant Group, Inc.  
Name of Licensed Business

1A Spaceway Ln Hopedale MA 01747  
Address of Business

**EMERGENCY CONTACT INFORMATION**

Raymond Leung  
Name of Emergency Contact

Home Address of Emergency Contact

24 Hour Emergency Contact Telephone Number

Licenses applying *for or held* in the Town of Hopedale:

Common victualers

non Sunday Entertainment

Liquor license

**Business Hours**

Weekday Business Hours of Operation Mon-Fri: 12-10

Weekend Business Hours of Operation Sat. & Sun: 12-11

**IF YOU ARE APPLYING FOR AN ENTERTAINMENT LICENSE YOU MUST COMPLETE**

Weekday Entertainment Hours Mon-Fri: 5-10 pm

Weekend Entertainment Hours Sat. & Sun: 12-10 pm

Types of Entertainment: Karaoke, Band, acoustic instruments, magician

The premises is  ALARMED  NOT ALARMED

The premises has  SPRINKLER SYSTEM  DOES NOT HAVE SPRINKLER SYSTEM

**THIS FORM MUST BE COMPLETED BEFORE A LICENSE IS ISSUED**

# BLACKSTONE VALLEY PARTNERSHIP FOR PUBLIC HEALTH Inter-Municipal Agreement (IMA) for Local Public Health Services Amendment #1

THIS AGREEMENT is made and entered into on \_\_\_\_\_, by and between the Host Town of Northbridge herein referred to as "HOST AGENT" and the Town of \_\_\_\_\_, herein referred to as the "TOWN".

WHEREAS, the HOST AGENT is providing certain public health shared services to the TOWN under the Inter-Municipal Agreement for the Blackstone Valley Partnership for Public Health (BVPPH).

Whereas the BVPPH has secured additional funding through a Massachusetts Department of Public Health Contact Tracing Grant sufficient to cover all costs associated with regional contact tracing staff through FY23.

NOW, THEREFORE, the HOST AGENT and TOWN do mutually agree to amend the original Inter-Municipal Agreement as follows:

1. Term

The Term of this amendment for Contact Tracing Services shall coincide with the grant term. It is anticipated to end on June 30, 2023 but if there are extensions, this agreement shall remain through the term of the initial Inter-Municipal Agreement through June 30, 2024.

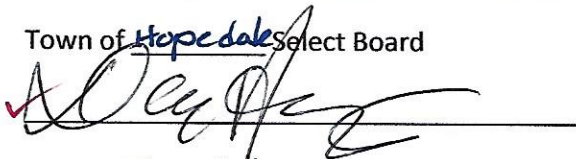
3b. Host Agent

In addition to the existing services listed, this section shall now include the public health services listed in the job descriptions in Attachment C (Regional Epidemiologist) and Attachment D (Regional Public Health Nurse).

WITNESS OUR HANDS AND SEALS as of the first date written above.

\_\_\_\_\_

Town of Hopedale Select Board



Town of Hopedale Board of Health

\_\_\_\_\_

Town of Northbridge Select Board

\_\_\_\_\_

Town of Northbridge Board of Health

\_\_\_\_\_

Date



Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date



The Reason for Amending the ORIGINAL Agreement is because we (Blackstone Valley Partnership for Public Health) Received Additional grant money 200,000± To hire Two Additional people. One Epidemiologist and one RN Nurse that will work for the seven towns doing contact tracing and other public health duties. This will become part of the ORIGINAL IMA Agreement for the (BVPPH) group that Hopedale partners with. Having these two individuals will increase our ability to provide public health services to members of our community.

**From:** [J. Rigdon](#)  
**To:** [Lindsay Peterman](#); [Diana Schindler](#)  
**Subject:** Re: Girl Scout Cookie Booths at the High School  
**Date:** Monday, January 31, 2022 1:49:00 PM

---

Hi Lindsay, thanks for your email. I have tried to reach bill a couple of times but no luck yet.  
Jen

[Sent from Yahoo Mail for iPhone](#)

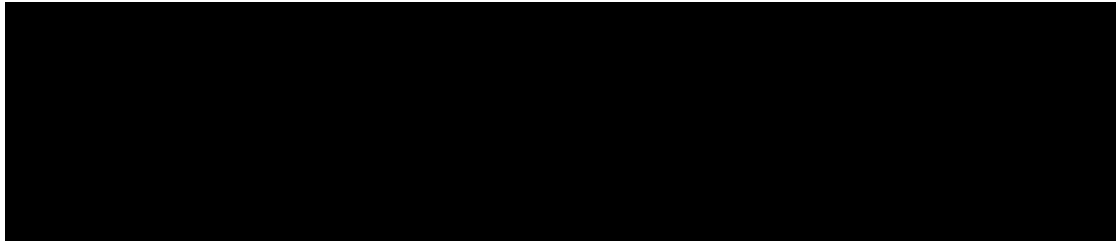
On Monday, January 31, 2022, 12:00 PM, Lindsay Peterman <[lpeterman@hopedale-ma.gov](mailto:lpeterman@hopedale-ma.gov)> wrote:

Hi Jen,

I am sorry for the delayed response on this. I have added this item to the Select Board agenda for Monday, February 14, 2022. I will provide you with the zoom link if you would like to attend the meeting. I am waiting for guidance provided by Bill Fisher, the Hopedale Health Agent. He will also be reaching out to you to discuss the COVID guidance.

Talk soon,

Lindsay Peterman



Hi Diana and Lindsay,

My name is Jen Rigdon and I am the town cookie manager for Hopedale, Mendon-Upton Girl Scouts. We were hoping to get permission to run a cookie booth on the weekends in February in the junior-senior high school parking lot and Monica gave me your contact information. If you could please let me know if this is possible this year and anything I need to do to get your permission I would appreciate it.

Sincereley,

Jen Rigdon



## TOWN OF HOPEDALE VOLUNTEER RELEASE AND WAIVER

The Town of Hopedale provides the opportunities for individuals and/or groups (hereinafter "Participant") to volunteer to assist the Town, working with a Group Coordinator, who will lead the activity.

I, \_\_\_\_\_ [Participant name] understand that there could be dangers inherent in participating in this activity including, but not limited to, bodily injury, disability and death. I understand that participating in this activity involves risks that include inclement weather or excessive heat, proximity to vehicles or equipment, contact with and actions of other participants, slips/trips/falls, and exposure to wildlife (including snakes and biting insects), among others. I choose for myself to participate in this activity despite the risks. By signing this form, I acknowledge all risks of injury, illness, and death and affirm that I have assumed all responsibility of injury, illness, or death in any way connected with participation in this activity. I also to follow all rules and procedures that apply to the activity and to follow the reasonable instructions of the Group Coordinator.

In return for the opportunity described above, I agree for myself and for my heirs, assigns, executors, and administrators to release, waive, and discharge any legal rights I may have to seek payment or relief of any kind from the Town of Hopedale, its officers, employees or agents, for injury, illness, or death resulting from the activity. I also agree not to sue the Town of Hopedale, its officers, employees or agents, and agree to hold harmless and indemnify the Town of Hopedale, its officers, employees, or agents, for all claims, damages, losses, or expenses, including attorneys' fees, if a suit is filed concerning an injury, illness, or death to me resulting from participation in this activity.

I understand that the Town of Hopedale does not provide insurance or worker's compensation coverage for me. I have read this document thoroughly and understand its terms. I have been able to ask questions about the activity and they have been answered to my satisfaction. I execute this voluntarily and understand that by signing this form I am waiving legal rights.

**Group Coordinator** \_\_\_\_\_

**Participant Name (Please Print):** \_\_\_\_\_

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

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

Thank you for volunteering!



**LURIE FRIEDMAN LLP**

ONE MCKINLEY SQUARE  
BOSTON, MA 02109

HARLEY C. RACER

617-367-1970  
hracer@luriefriedman.com

February 10, 2022

**BY EMAIL**

Peter Durning, Esq.  
Mackie Shea Durning, PC  
[pdurning@mackieshea.com](mailto:pdurning@mackieshea.com)

Brian W. Riley, Esq.  
KP Law  
[BRiley@k-plaw.com](mailto:BRiley@k-plaw.com)

Re: Appeal of Land Court Denial of the Town's Motion to Vacate Stipulation of Dismissal and Town Meeting Vote

Dear Attorneys Durning and Riley:

Following our letter dated February 3, 2022 and the hearing before Judge Goodwin in the Superior Court, we write to (1) bring to your attention further legal support for the Town's appeal of the denial of its Motion to Vacate the Stipulation of Dismissal; and (2) convey the Hopedale Citizens'<sup>1</sup> understanding of the status of the litigations, including that the Board of Selectmen may feel it necessary to schedule a vote at Town Meeting to seek authorization to purchase the lesser portion of the Forestland as set forth in the Settlement Agreement. In the event the Board moves forward with the Town Meeting vote, it is critical that the Town seek an injunction against the imminent land clearing activities of the Railroad Defendants until such Town Meeting vote is held. Including that the request for an injunction is also pending appeal of the Land Court's order, which turned in part on the lack of the Town Meeting vote, provides the Land Court with the jurisdiction to enter such injunction. The Hopedale Citizens will join and support the Town in any such request to the Land Court.

At the hearing before Judge Goodwin on February 9, 2022, the Court ruled from the bench and followed that ruling with a docket order this morning that the Court felt it no longer has jurisdiction over the matter and denied further extension of its injunction against land clearing activities by the Railroad Defendants. The Railroad Defendants have further indicated that as of February 14, 2022, it will not longer agree to maintain the status quo and that **the Railroad Defendants will resume clearing the c. 61 Forestland that remains in dispute.**

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<sup>1</sup> The Hopedale Citizens include, without limitation, Elizabeth Reilly, Carol J. Hall, Hilary Smith, David Smith, Donald Hall, Megan Fleming, Stephanie A. McCallum, Jason A. Beard, Amy Beard, Shannon W. Fleming, and Janice Doyle.

## LURIE FRIEDMAN LLP

Peter Durning, Esq.  
Brian Riley, Esq.  
February 10, 2022  
Page 2

With that, it is of the utmost importance that the Town return to the Land Court and seek an injunction pending appeal. As previously stated, we are of the strong opinion that the Land Court's denial of the Town's Motion to Vacate is clear reversible error of law. In fact, we are even more confident in that opinion now. As mentioned previously, while Rule 60(b) motions "have elements that call for the exercise of judicial discretion," when the record leaves no room for discretion the Appeals Court "would rule that discretion was abused." Paresky v. Bd. of Zoning Appeal of Cambridge, 19 Mass. App. Ct. 612, 616 (1985). Paresky provides yet another clear example of the Appeals Court, under Rule 60(b), vacating judgment that was entered without the necessary municipal authority – there the attorney lacked the authority to act on behalf of the board. Here, the Board lacked the authority to act on behalf of the Town to purchase the portion of the land. The Appeals Court also noted that the nature of the action matters: "It should not escape attention that the action, defended by a public agency, affects public rights." Paresky, 19 Mass. App. Ct. at 616.

We have also obtained and enclosed herein a copy of the Massachusetts Appeals Court 1:28 Order reversing the denial of the City of Salem's Motion to Vacate Judgment in the previously cited Salem Highland Dev. Corp. v. City of Salem, 27 Mass. App. Ct. 1423 (unpublished 1:28 memorandum) (1989). The Order provides further support for the proposition that it is reversible error to deny a Rule 60(b)(6) motion to vacate judgment where judgment entered by an agreement that lacks municipal authority. In Salem, the Appeals Court vacated judgment because the underlying settlement agreement divesting the city of land was entered into without the necessary approval from the city council. The Appeals Court ordered that "the motion judge should have vacated the consent judgment as unauthorized." Order at 7. It is important to note that the judgment was reversed solely on the ground that the agreement was unauthorized, and the Court did not need to look any further into the settlement agreement, its other terms, consideration or severability. This provides solid grounds for renewal of the Town's Motion to Vacate and/or appeal of the Land Court's Order here.

It matters not that the Land Court's judgment entered by way of a stipulation of dismissal. See, e.g., Reznik v. Dist. Ct. Dep't of Trial Ct., 456 Mass. 1001 (2010) (Supreme Judicial Court held that the order denying the motion for relief from judgment was appealable, even though the underlying judgment was entered by stipulation); see also, Tuite & Sons, Inc. v. Shawmut Bank, N.A., 43 Mass. App. Ct. 751, 755 (1997) (Mass. R. Civ. P. 60(b)(6) is proper avenue to seek relief from a stipulation of dismissal with prejudice).

Finally, we appreciate that both the Land Court, in denying the Town's Motion to Vacate, and the Superior Court, in allowing the Hopedale Citizens' Motion for Judgment on the Pleadings on Count I, refer to the open question that the ineffective Settlement Agreement could potentially be ratified through Town Meeting authorization. While we maintain that the potential for the ratification at Town Meeting is not a valid ground to deny the Town's Motion to Vacate and is reversible error, we recognize the untenable position in which it places the Board. We understand that the Board may feel it necessary to hold the Town Meeting vote to, at a minimum,




# LURIE FRIEDMAN LLP

Peter Durning, Esq.  
Brian Riley, Esq.  
February 10, 2022  
Page 3

put that open question to bed. As observed by Judge Goodwin in her orders, in the event that the Town Meeting vote fails, the Town will retain its funds and its ability to pursue enforcement of its exercised and recorded c. 61 Option. For this reason, in the event the Board does schedule a Town Meeting vote, the Hopedale Citizens request that it be scheduled and held expeditiously and that the Board move in the Land Court **immediately** to enjoin the impending Railroad activity and alteration of the Forestland pending the Town Meeting Vote and pending appeal of the Land Court's Order. In the event the Board is unable to obtain authorization from Town Meeting, the Board can then renew its Motion to Vacate and/or present that issue through its appeal.

We stand ready to support the Board moving forward and are happy to discuss these important issues with you.

Very truly yours,



Harley C. Racer  
David E. Lurie

Enclosure

cc: Diana Schindler, Hopedale Town Administrator  
Town of Hopedale Board of Selectmen  
Client

11/27  
**COMMONWEALTH OF MASSACHUSETTS.** 27  
87-2852

APPEALS COURT FOR THE COMMONWEALTH,

AT BOSTON,

October 30, 1989.

IN THE CASE OF

SALEM HIGHLAND DEVELOPMENT CORP. ~~INCORPORATED~~

vs.

CITY OF SALEM & another

pending in the SUPERIOR

Court for the County of ESSEX

ORDERED, that the following entry be made in the docket; viz,—

The order denying relief from judgment is reversed.  
The judgment is vacated.

BY THE COURT,

Nancy Tuck Foley, CLERK.

October 30, 1989.

OVER

COMMONWEALTH OF MASSACHUSETTS

APPEALS COURT

89-P-144

SALEM HIGHLAND DEVELOPMENT CORP.

vs.

CITY OF SALEM & another. <sup>1</sup>✓

MEMORANDUM AND ORDER UNDER RULE 1:28

Mike Stasinos is the president and treasurer of the plaintiff development corporation. (A. 19) In March, 1986, Stasinos filed an application with the Salem Board of Appeal ("board") for a variance to permit construction of 163 residential condominium units on land owned by Stasinos. On May 27, 1986, the board denied Stasinos' application; Stasinos appealed to the Superior Court. G. L. c. 40A, § 17. On August 27, 1986, an amended consent judgment entered by which the board granted Stasinos a variance to construct 140 condominium units in exchange for Stasinos' agreement to "grant to the City of Salem a parcel of land totalling 3.95 acres . . . for soccer fields," and to comply with several other conditions. (A. 12-16, 18) The land was duly deeded to Salem and the deed recorded. (A. 36-37)

In February, 1987, Salem's building inspector ordered work on the condominium project halted and refused to issue further building permits. (A. 21) On April 1, 1987, Stasinos filed a verified complaint for

---

<sup>1</sup>✓ Salem Board of Appeal.

civil contempt against Salem and the board, seeking damages, attorney's fees and an order that the remaining building permits be issued. (A. 26-27) On December 28, 1987, the plaintiff filed this action against Salem and the board seeking damages for Salem's alleged taking of 3.95 acres without compensation. (A. 35-38) On July 5, 1988, in settlement of both actions, attorneys for all parties agreed to amend the August 27, 1986, consent judgment to provide that Stasinios, rather than deed 3.95 acres to Salem, would limit use of the 3.95 acres to a 40,000 square foot two story retail and office building, and would pay the Salem City Trust Fund Commission \$75,000 for "the use of Youth Soccer or other non-private athletic organizations"; Salem agreed to issue a building permit. (A. 42-43) Pursuant to Mass.R.Civ.P. 70, 365 Mass. 836 (1974), judgment entered on July 14, 1988, ordering "that the City of Salem is divested of title to the [3.95 acres] and title thereto is hereby vested in [the plaintiff], a Massachusetts corporation with a usual place of business in Lynn, Massachusetts." (A. 46)

On August 12, 1988, the plaintiff conveyed the 3.95 acre tract to The Olde Village Mall, Inc. (Supp. A. 91-92) That same day, Eastern Savings Bank granted The Olde Village Mall, Inc. a \$2,800,000 construction loan secured by the 3.95 acre tract (A. 67); to date, \$751,109 has been advanced to The Olde Village Mall, Inc.

On October 26, 1988, Salem moved for relief from the

judgment because Salem's city solicitor failed to obtain the consents of various city officials prior to entering into the July 14, 1988, consent judgment, and because the city council did not approve transfer of the property to the plaintiff. (A. 84) <sup>2/</sup> The plaintiff responded with minutes of a January 27, 1988, board meeting authorizing the city solicitor to settle its litigation with Stasinou and the plaintiff (A. 68-81), and the affidavit of the city solicitor attesting that he twice notified the finance committee chairman of the July 14, 1988, consent judgment. (A. 82) A motion judge denied Salem's motion for relief from judgment; Salem appeals.

Massachusetts Rules of Civil Procedure 60 (b)(6), 365 Mass. 828 (1974), allows a court, "[o]n motion and upon such terms as are just," to relieve a party from final judgment for "reason[s] justifying relief." The ruling on a motion for relief from judgment is committed to the sound discretion of the trial judge. Berube v. McKesson Wine & Spirits Co., 7 Mass. App. Ct. 426, 429 (1979). Rule 60 (b)(6) motions for relief from judgment must be brought within a reasonable time after the entry of judgment, see Parrell v. Keenan, 389 Mass. 809, 815 (1983), and must demonstrate extraordinary circumstances justifying relief. Thibbitts v. Crowley, 405 Mass. 222,

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<sup>2/</sup> We treat the affidavits of city officials, dated September, 1988, as before the judge on Salem's October motion for relief from judgment. The plaintiff has not argued otherwise.

226 (1989). Salem, relying on Bowers v. Board of Appeals of Marshfield, 16 Mass. App. Ct. 29 (1983), argues that this case presents such extraordinary circumstances because the board exceeded its authority in agreeing to transfer title to the 3.95 acre lot to the plaintiff. We agree.

In Bowers v. Board of Appeals of Marshfield, Marshfield's public works department sought a site plan approval to build a wastewater treatment plant and sewage pumping station. The board of appeals granted the site plan approval, but abutters appealed. In an effort to settle the appeal quickly, town selectmen, in exchange for the abutters' agreement to withdraw their appeal, intervened and agreed to entry of a consent judgment permanently enjoining use of lots next to the treatment plant for parking. Four years after judgment entered, the town selectmen moved for relief from judgment under rule 60(b)(4); the trial court denied relief. We reversed, holding that the selectmen's agreement to a restriction that only the inhabitants of Marshfield could impose (i.e., perpetual encumbrance of town land amounting to disposal or alienation), constituted exceptional circumstances justifying relief from judgment under rule 60(b)(6). Id. at 32-35. Here, as in Bowers, the Salem board of appeal, in an effort to resolve its litigation, agreed to transfer 3.95 acres to the plaintiff. (A. 70-81) However, the power to alienate and

dispose of city real estate is vested in the Salem city council. G. L. cc. 39, § 1, and 40, § 3. Sancta Maria Hosp. v. Cambridge, 369 Mass. 586, 592 (1976).

Affidavits of Salem's city council president and the city clerk demonstrate that the city council did not approve the land transfer; the plaintiff does not argue otherwise. Therefore, as the board could not agree to transfer the land to the plaintiff, Salem's motion for relief from judgment should have been allowed. Bowers v. Board of Appeals of Marshfield, *supra*. The plaintiff's argument that the judgment vesting title to 3.95 acres in it was merely correcting an original consent judgment which was made in excess of the board's authority is unavailing. That original judgment is final; the plaintiff has not sought relief from the judgment pursuant to Mass.R.Civ.P. 60(b), or by appeal. See Pavlik v. Dmytryck, 6 Mass. App. Ct. 915, 916 (1978); Huntington v. Zoning Board of Appeals of Hadley, 12 Mass. App. Ct. 710, 711 (1981). Indeed, Stasinos sought to convey the land to Salem in order to obtain a zoning variance. Under these circumstances, the plaintiff may be estopped to deny the validity of that consent judgment. See Selectmen of Stockbridge v. Monument Inn, Inc., 14 Mass. App. Ct. 957, 958-959 (1982).

Furthermore, a consent judgment may be vacated when that judgment was entered without the authority of a party. Parrell v. Keenan, 389 Mass. at 813-816. See

also Paresky v. Board of Zoning Appeal of Cambridge, 19 Mass. App. Ct. 612, 613-615 (1985). While "[i]n practice the assumed authority of attorneys of record to agree upon the amount of judgment to be entered, or to any other disposition of the suit, must be recognized by the court, and when entered of record such agreements are binding upon the parties, . . . when the court is informed that they have been made against the express prohibition of the client, and the parties can be put in statu quo, . . . the court has the power to vacate any judgment founded upon them." Medford v. Corbett, 302 Mass. 573, 574 (1939), quoting from Dalton v. West End Street Ry., 159 Mass. 221, 223 (1893). See also Precious v. O'Rourke, 270 Mass. 305, 307-308 (1930). A Salem city ordinance provides that the city solicitor "may settle any [law]suit against the city upon approval of the mayor, the president of the city council and the chairman of the finance committee." (A. 64) It is undisputed that neither the mayor nor Salem's city council president approved the settlement agreement divesting the city of the land. (A. 62, 85) Moreover, the city solicitor's averment that he notified the finance committee chairman of the settlement agreement does not contradict the chairman's sworn statement that he did not approve the



settlement. Therefore, the motion judge should have vacated the consent judgment as unauthorized. <sup>3</sup>

The order denying relief from judgment is reversed. The judgment is vacated.

By the Court (Brown, Perretta & Warner, JJ.),

*Nancy Turck Foley*  
Clerk

Entered: October 30, 1989.

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<sup>3</sup> In light of our ruling on Salem's first two justifications for relief from judgment, we find it unnecessary to rule on Salem's contention that G. L. c. 44, § 63A (conditioning sale of city owned real estate upon payment of an amount in lieu of taxes) requires relief.

# Christopher, Hays, Wojcik & Mavricos, LLP

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WILLIAM W. HAYS - Retired  
WILLIAM C. PERRIN, JR. 1947-1997  
STUART A. HAMMER 1943-2021

February 10, 2022

## Via Email Only

Peter F. Durning, Esq.  
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Brian Riley, Esq.  
KP Law  
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Boston, MA 02110  
[briley@k-plaw.com](mailto:briley@k-plaw.com)

Re: *Town of Hopedale v. Grafton & Upton Railroad Company, et al*,  
Land Court Docket No.: 20MISC 000467

Dear Peter and Brian:

I have reviewed the latest six-page Lurie Friedman missive, which was attached to their February 8 supplemental filing in Superior Court. I expect that you both are tired of covering the same ground over and over (as am I), but I am compelled on behalf of my clients to respond to the various misstatements and potential ethical issues posed by the Lurie Friedman letter so that the Select Board has accurate and complete information before it when it deliberates the issues before it. This is especially necessary after yesterday's hearing before Judge Goodwin.

Attorneys Racer and Lurie persist in their apparent belief that if they repeat mischaracterizations of fact and law often enough and forcefully enough, people will believe them to be accurate. Perhaps this tactic has influenced the ten-taxpayers and unfortunately, some members of the public. I hope that it has not, and will not influence the Board. In particular, the following misstatements are glaring:

- Significantly, and finally, yesterday morning, Judge Goodwin put to rest the biggest intentional misrepresentation that has been pushed by the ten-taxpayers and their counsel for the past three months. The Superior Court did not "invalidate" the Settlement Agreement. Judge Goodwin could not have been more clear yesterday morning when she stated directly that she did not rescind the Settlement Agreement because it was not before her. The Judgment that entered under Count I was limited to enjoining the use of the October 2020 funds to purchase the property described in the Settlement Agreement. The Settlement Agreement as a whole was not before Judge Goodwin and she was unequivocal when she clarified that point yesterday. To invalidate the Settlement Agreement – particularly the Town's release and waiver of its G.L. c. 61 rights which took effect in February 2021 – would require a declaratory judgment specifically awarding this relief. This is a basic and fundamental legal principle. Surely counsel and the ten taxpayers have always understood this, yet they unfortunately have

consistently repeated, ad nauseum, the same, frivolous claims to the contrary to the detriment of the Town. Hopefully, Judge Goodwin's comments from the bench regarding the validity of the Settlement Agreement are shared by the ten taxpayers and their counsel with the same fervor as their prior intentional misrepresentations.

- Related to the prior paragraph, another myth perpetuated by the ten taxpayers and their counsel is that there is a non-existent conflict between the Land Court and Superior Court as it relates to the Settlement Agreement, which must be resolved by the Appeals Court. Nothing could be further from the truth. As Judge Rubin acknowledged in her January 28 Decision, the Settlement Agreement was not before her. Likewise, Judge Goodwin acknowledged yesterday morning that the Settlement Agreement was not in front of her in the Citizens Lawsuit. Judge Rubin decided the Town's Motion to Vacate a Stipulation of Dismissal with prejudice pursuant to Mass. R. Civ. P. 60(b)(6). The judgment that Judge Goodwin entered in favor of the ten taxpayers enjoined the Town from using the funds appropriated at the October 2020 Special Town Meeting to purchase the property described in the Settlement Agreement. Count I was brought under G.L.c 40 §53. The validity of the Settlement Agreement was not before either Judge Rubin or Judge Goodwin. This is not opinion. This is an undisputed fact confirmed by both Judge Rubin and Judge Goodwin. There is no conflict between Judge Rubin's January 28 Decision and the November 10, 2021 judgment that entered in the Superior Court by Judge Goodwin.
- Counsel both ignore the Rule 60(b)(6) standard and misstate the appellate standard of review. A Rule 60(b)(6) motion requires a showing of extraordinary circumstances. The standard is heightened for agreed judgments, such as Stipulations of Dismissal. Where the Town made a calculated decision to dismiss its case, its burden to vacate the dismissal was even more formidable than had it litigated and lost. See Thibbitts v. Crowley, 405 Mass. 222, 227 (1989). The Town's Motion to Vacate was commended to Judge Rubin's discretion, and her decision could be overturned only on a showing of a "clear abuse of discretion." Adoption of Yvonne, 99 Mass. App. Ct. 574, 582 (2021) (emphasis added). This standard is one of "marked deference." Adoption of Marc, 49 Mass. App. Ct. 798, 801 (2000). Counsel identify no reason which would come close to satisfying either formidable burden.
- For the umpteenth time, counsel claim that Bowers v. Board of Appeals of Marshfield, 16 Mass. App. Ct. 29 (1983) controls and requires vacatur of the stipulated dismissal of the Land Court Action. This claim was squarely and correctly rejected by Judge Rubin. Judge Rubin cited to Quaranto v. DiCarlo, 38 Mass. App. Ct. 411 (1995), which distinguished consent decrees like those in Bowers from collateral settlement agreements not appearing on the court's docket. Quaranto held that a court has virtually no authority to vacate a judgment based upon an underlying but not docketed settlement agreement. Significantly, the Quaranto decision was written by Justice Kass, who also authored the Bowers decision for the Court twelve years prior. An argument asserting the opposite without so much as mentioning, let alone trying to distinguish Quaranto, would be rejected out of hand if made in court. The Board should disregard it.
- Counsel's citations to Precious v. O'Rourke, 270 Mass. 305 (1930); Parrell v. Keenan, 389 Mass. 809 (1983); and Salem Highland Dev. Corp. v. City of Salem, 27 Mass. App. Ct. 1423

(unpublished),<sup>1</sup> are laughable. These cases stand for the proposition that an attorney cannot settle a matter without his client's consent. They obviously do not stand for the proposition that the Select Board needed Town Meeting consent to compromise and dismiss claims on behalf of the Town. Such a proposition is clearly incorrect, as the Select Board had the sole authority and discretion to compromise and settle litigation on behalf of the Town. Nobody disputes that the Board authorized Attorney Durning to execute the stipulation of dismissal. Town Meeting has no legal authority to settle or control litigation as the town's legislative body.

- Whether or not a Town Meeting vote is scheduled, and the outcome of any such vote, are irrelevant to my clients' ability to enforce the Settlement Agreement. Despite counsel's claims, the Town's agreement to purchase property carries an implicit obligation to seek Town Meeting authorization and appropriation. But a choice by the Board not to seek that approval, or a choice by Town Meeting not to give it, does not excuse the Town from its obligations under the Settlement Agreement. The Settlement Agreement is enforceable either way.
- Counsel asserts without authority that my clients would not be prejudiced by an appeal because they can ultimately revive their STB Petition. This not only ignores the myriad other ways the ongoing delays prejudice my clients, but is also conjecture. Counsel does not know whether the STB would permit the reopening of my clients' petition, or whether the STB would treat it differently now than it would have in 2020. In any event, the dismissal of the STB petition was a change in legal relations and represents significant consideration for the Settlement Agreement.

In short, the law and the facts are what they are, not what Attorney Lurie and Attorney Racer command them to be. Counsel's assertion that a successful appeal of Judge Rubin's decision is "highly likely" is pure fantasy. Any appeal in light of the underlying facts and the Rule 60(b)(6) standard will be doomed to fail.

As Judge Goodwin noted at yesterday's hearing, the ten taxpayers must be "careful what they ask for" because it could result in the Town receiving none of the forestland. Justice Meade of the Appeals Court gave the ten taxpayers the same warning ten months ago. Yet they have continued to demand the Town pursue an all-or-nothing outcome despite ever-dwindling chances of success. It is fair to ask who benefits from this approach. Certainly not the Town, or anyone other than those of Attorney Lurie and Attorney Racer's clients – both those willing to be named in the complaint and those who are shielding their identities<sup>2</sup> – who have expressed animosity toward my clients. The personal grievances and ulterior motives of the ten taxpayers and their anonymous donor should not influence the Town's litigation decisions.

Indeed, the ten taxpayers seek not only to influence Town litigation, but also to take it over. They repeatedly have offered the services of Lurie Friedman to represent the Town in an appeal free of charge, just as they previously offered to take over this case in November. This is a deeply

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<sup>1</sup> Counsels' claim that Judge Rubin erred by not addressing Salem, which is unpublished, belies the utter weakness of their argument. It is obviously not reversible error to decline to address an unpublished, non-precedential (and irrelevant) opinion.

<sup>2</sup> It has not gone unnoticed either that counsel identifies the "Hopedale Citizens" without limitation or that their efforts are funded by an anonymous donor who may, or may not be a Hopedale resident and taxpayer, and who may, or may not have ulterior motives. This lack of transparency undermines the legitimacy of their positions.

concerning offer from a professional responsibility perspective, and I trust that you have advised the Board to reject it out of hand.

Attorney Lurie and Attorney Racer have repeatedly and gratuitously insulted the Board (and their counsel). The following insults are taken from a single court filing:

- Attorneys Lurie and Racer accuse the Board of being “beholden to the Railroad”;
- Attorneys Lurie and Racer state that the Board needs to be “[taught] how to bake bread”;
- Attorneys Lurie and Racer claim the Board “lacked backbone,” and that its “spine needs stiffening”;
- Attorneys Lurie and Racer insult the Board as being “paralyzed” and “frozen”;
- Attorneys Lurie and Racer, in what may be the height of irony, accuse Chairman Keyes of having a “penchant for bombastic soliloquy regarding this litigation”;
- Attorneys Lurie and Racer imply that the Town’s “two experienced attorneys” do not know how to “read, interpret and act on the clear Order of the Court.”

It is a wonder and a testament to the patience and thick skin of the Select Board that despite these gratuitous insults, Attorneys Lurie and Racer have been invited to provide their input as to how the Board should proceed. It is nevertheless stunning that Attorneys Lurie and Racer would offer to represent an entity for which they have displayed such open disdain and disrespect. More to the point, any such representation would be a conflict of interest in direct violation of Rule 1.7 of the Massachusetts Rules of Professional Conduct. Attorneys Lurie and Racer have a concurrent conflict of interest, as they are directly adverse to the Town in the Superior Court Citizens Suit. Indeed, yesterday morning they stated their intentions to maintain the ten taxpayers’ appeal of the dismissal of Counts II and III of the Citizens Suit. Of course, they have also previously sued Chairman Keyes and Mr. Arcudi in unrelated litigation. They also represent Philip Shwachman, a frequent litigant against not only the Town but also the G&U. (A cynic might wonder how this law firm from Boston came to represent ten anonymously and apparently unlimitedly funded taxpayers in a small central Massachusetts town.) Among other potential issues, there is no way that Lurie Friedman could represent the Town in this dispute (at no cost, or otherwise) within the bounds of the Rules of Professional Conduct governing lawyers. Quite frankly, it is stunning that this has even been offered.

It is my clients’ hope that the Board take this most recent Lurie Friedman letter with the pile of salt it deserves, and instead base its decision on the actual facts and law. Please share this letter with the Board before they convene this evening. Thank you.

Very truly yours,

/s/ Donald C. Keavany, Jr.

cc: Clients  
Andrew P. DiCenzo

e-Signature (first and last name)	Street Address	Email Address	Today's Date	Comments to Select Board:
Ann LaBrode	5 Tillotson Rd Hopedale	ann.labrode@comcast.net	1/30/2022	
Barbara Elfland	95 Greene Street	abcelf@comcast.net	1/30/2022	
Ovila Dionne	134 Dutcher Street	sdionne1@comcast.net	1/30/2022	
Alan LaBrode	5 Tillotson Road	alabrode@comcast.net	1/30/2022	
Dona Neely	209 Laurelwood Drive	donaneely1@comcast.net	1/30/2022	
Elizabeth Reilly	68 Dutcher Street	liz_shop@comcast.net	1/30/2022	
Shannon Fleming	56 Mendon St	shannon.fleming@gmail.com	1/30/2022	
Janice Doyle	178 Hopedale St	janice.doyle@comcast.net	1/30/2022	Please help us to protect our rights
LeeAnn DiPietropolo	90 Dutcher St	Leeanddi Pietropolo@gmail.com	1/29/2022	Please continue to fight
Finnbar Reilly	5 Gayle Rd. Hopedale, MA	finn_reilly@comcast.net	1/30/2022	
Shawn Ashby	61 Westcott Road, Hopedale	spa747@gmail.com	1/30/2022	
Jodi Faath	7 Gannett Way	Faathfamilyinma@comcast.net	1/30/2022	
Christopher Ashby	61 Westcott Road, Hopedale	cja747@gmail.com	1/30/2022	
Elizabeth Callahan	10 Overdale Parkway	randecallahan@comcast.net	1/30/2022	
James Donohoe	49 Progress St.	jim.donohoe@gmail.com	1/30/2022	
Laurie Reynolds	209 Dutcher Street	mrlrtr@comcast.net	1/30/2022	
				Please comply with the majority of the town's residents who voted to protect the watershed property from any development by GURR.. It should remain in it's current, pristine state for future generations. Thank you!
Gerald P Gallo	69 Mill Street, Hopedale MA	m.j.gallo_cpa@comcast.net	1/30/2022	
Heather Jacob	35 Inman St	Jacob.heather@gmail.com	1/30/2022	
Emily Thompson	31 Hammond rd	Emilys_thompson@yahoo.com	1/30/2022	
Suzanne Buchanan	111 Dutchers St Hopedale	Suzybjakers@gmail.com	1/30/2022	
Suzanne Singson	18 Driftway st	susing65@gmail.com	1/30/2022	
Jean Donohoe	49 Progress St.	jeandonohoe@comcast.net	1/30/2022	
Francis Hodgens	35 Adin St	franhodgens@live.com	1/30/2022	
Christine Seaver	141 Dutcher St, Hopedale	Christine.seaver@gmail.com	1/30/2022	
Cathy Valentine	12 Soward St	cmv0112@verizon.net	1/30/2022	Let's get this done backhanded. We should not trust them. It's great that they say it will bring intax revenue until they claim to be exempt.
Jayne Solomon-Zissu	6 Larkin Ln	jaymes-z@verizon.net	1/30/2022	
Margaret Carrigan	1 Crockett Circle	mcarrig2@comcast.net	1/30/2022	
William Carrigan	1 Crockett Circle	mcarrig2@comcast.net	1/30/2022	
Joshua Obal	5 Patrick Rd	milford_josh@yahoo.com	1/30/2022	
Meredith Elkins	30 Mendon Street	mereditheelkins@gmail.com	1/30/2022	
Lisa MacDonald	3 Sandy Hill Road	lisa.macd71@gmail.com	1/30/2022	Please continue to fight for our land! Thank you so much.
Linda Cameron	32 Mellen Street	Lcameron3@comcast.net	1/30/2022	Please continue to pursue the acquisition of the West St property.
Renee DeWolf	14 Ballou Rd	Dewolfreneemark@gmail.com	1/30/2022	
Carol Hall	64 Westcott Rd	dhall94@verizon.net	1/30/2022	Please continue to enforce our original intention.
Mark deWolf	14 Ballou Rd	Dewolfreneemark@gmail.com	1/30/2022	
Christopher MacDonald	3 Sandy Hill Rd, Hopedale	Chrisandlisamacdonald@comcast.net	1/30/2022	Thank you for your hard work and service to our town. God bless.
Sara Fedish	33 Driftway St	Sraelizabethh@aol.com	1/29/2022	
Scott Savage	42 Adin Street	Scottsavage24@hotmail.com	1/30/2022	Continue to fight to purchase the land
David Butler	77 Greene st hopedale	Butlerdavidjames@gmail.com	1/30/2022	
Brian Mulvaney	139 Greene St	Bmulv2003@yahoo.com	1/30/2022	

Amy Paquette	9 Lapworth circle	aebcpaquette@comcast.n	1/30/2022	decision. The great people of this town want and need this settlement agreement dismissed so we water and land are becoming increasingly threatened and I support all actions to stand up to protect our town. Thank you.
Colleen Stone	21 Bens way	Colleenmstone@gmail.cor	1/30/2022	
Heather S. Griffin	166 Hopedale Street	Heathersgriffin@gmail.con	1/30/2022	
Lisa Wilson	23 Hammond Roaf, Hopec	wilsonlgfamily@gmail.com	1/30/2022	
Anita Faath	7 Gannett Way	anitalynn2000@gmail.com	1/30/2022	
Tim King	10 Larkin Lane	Timothy.king@tiaabank.co	1/30/2022	
Elizabeth Small	3 Haven Way	Lsmall7@comcast.net	1/30/2022	
Michele LaReau-Alves	164 Hopedale Street	Tonyandmichele@comcas	1/30/2023	
Monica Cassidy	13 Whitney Rd hopedale, H	Cassidy.monica@gmail.co	1/30/2022	
Michelle Leonard	65 Freedom St Hopedale, M	Micleonard32@gmail.com	1/30/2022	Please appeal and let Hopedale continue to fight for this property
Chance Leonard	65 Freedom St	Chanceleonard@verizon.n	1/30/2022	We still want to exercise our right to buy this land
Carol Donaher	25 Cemetery Street	Cdonaher@comcast.net	1/30/2022	
Maureen Hodgens	35 Adin Street	maureenhodgens@gmail.c	1/30/0022	
Nathan Martin	9 Westcott rd	nathan01747@yahoo.com	1/30/2022	Please buy all of this land.
Kira Obrador	8 Larkin Lane	kira_rempo@hotmail.com	1/30/2022	
Gerald Wilson	2 Richard Rd Hopedale, M	gerwils@gmail.com	1/30/2022	
Donald Hall	64 Westcott Road	Dhall94@vetrozon.net	1/30/2022	This is what Hopedale wants
Kathleen McKenna	51 Bancroft Park	Kathleenamymckenna@gr	1/31/2022	
Tim Butler	3 Steel RD	Timbutler427@gmail.com	1/22/2022	
Adele M Stock	3 Cutler St	adelestock@gmail.com	1/30/2022	
Kelly Santoro	14 Union St	Kelly.santoro66@gmail.coi	7/1/1966	Please do what is best for our amazing town & its people.
Sara Pellegrini	35 Larkin Lane Hopedale	advancedenergys@aol.coi	1/31/2022	
William Diorio	15 Haven Way	Williamdiorio@gmail.com	1/31/2022	
Kathleen.boni@dell.com	8C Mellen St	Kathleen.boni@dell.com	1/31/2022	
Christopher McCall	31 Westcott Road	chrisandcarla@comcast.ne	1/31/2022	
Debra McGonnell	21 Bancroft Park	Yogawoman57@verizon.n	1/31/2022	Please!
Kim Leighton	3 Hartford Ave	leighton1963@gmail.com	1/31/2022	
James Morin	33Harmony Trail Hopedale	jmorin33@comcast.net	1/31/2022	Please appeal the land court decision.
Suzie doyle	15 Whitney road Hopedale	Suziedoyle999@gmail.con	1/31/2022	
Jason Beard	37 Freedom st	jabeard3@gmail.com	1/31/2022	
Adriane Reed	10 Forest Path	Adriane100@gmail.com	1/31/2022	Let's keep the good work going! Let's keep on fighting for Hopedale's future! Thank you
Janice Levy	137 Laurelwood Drive, Hoj	janice143@comcast.net	1/31/2022	
Todd Thompson	31 Hammond Road	Toddrt2001@yahoo.com	7/26/1972	Please protect our water supply and natural resources
W Scott Galante	21 Overdale Pkwy	Galfam@comcast.net	1/30/2022	As a representative government, please move accordingly.
Courtney Sullivan	180 Dutcher Street	courtrae15@yahoo.com	1/31/2022	
Suzanne Swift	9 Patrick Road	Sswift7904@gmail.com	1/31/2022	
Michelle Smith	366 West Street	366msmith@gmail.com	1/31/2022	
Marianne Watson	120 Mill St Hopedale Ma 0	Minimarianne@yahoo.com	1/31/2022	
Gina Hubsch	9 Moore Rd, Hopedale, M/	Ginaphubsch@gmail.com	1/31/2022	
Andre Pereira	8 Bancroft Pk	Aapereira@gmail.com	1/31/2022	
William Rutherford	100 freedom st	Williamrutherfordjr@gmail	1/31/2022	

Please support the fight to purchase the West St property (Hopedale's Watershed), and that the Select Board will have support from the residents to appeal the Land Court decision.

Debora Strick	5 Heron Ln	stricks4@comcast.net	1/31/2022	
Christopher Dodge	24 Dutcher Street	cdodge70@gmail.com	1/31/2022	
Susan Adams	21 Larkin Ln	Mccadams@comcast.net	1/31/2022	
Sarah Greco	12 Moore Road	Sarah@customhomerealty	1/31/2022	
Joseph Oliveri	13 steel road Hopedale m	Joeoliveri@comcast.net	1/31/2022	
Amy Parker	8 Crockett Circle Hopedale	acsmwc@gmail.com	1/31/2022	
Chris Parker	8 Crockett Circle Hopedale	Cparker@clarkecorp.com	1/31/2022	
Madelyn Paquette	9 Lapworth Circle	mpaquette@umass.edu	1/31/2022	
Daniel Malloy	49 Inman Street	danm41@verizon.net	1/31/2022	
John Mullen	11 Moore Road, Hopedale	MullenJohn@Verizon.net	1/31/2022	
Geoffrey Aldrich	28 Dana Park	Geoffrey@aldrichnet.com	1/31/2022	
Kathleen Cardinale	29 Dana Park	ktcardinale@gmail.com	1/31/2022	
Megan Piatt	200 west st hopedale	Vroomvroombetty@gmail.	1/31/2022	
Marian Mostovy	57 Laurelwood Drive, Hop	marian56@verizon.net	1/31/2022	
Heather A Lee	6 Dana park	Heather7672@hotmail.com	1/31/2022	Anything we can do to keep the land.. We MUST do!
Stacey Kracinovich	18 Gannett way	kracinovich@hotmail.com	1/31/2022	
Robert Callahan	10 Overdale Parkway hop	Randecallahan@comxast.	1/31/2021	Please continue to purchase this land that was approved at town meeting.
Jake Kracinovich	18 Gannett Way	Jkracinovich@gmail.com	2/1/2022	
Elisabeth Nelson	6 Gannett Way	Ebrowne1213@gmail.com	1/31/2022	The town has shown our desire to purchase this property multiple times.
Donna Jansky	12 Oak View Lane	djansky@comcast.net	1/31/2022	
Melani Galante	21 Overdale Parkway	Melani.Galante@gmail.com	1/31/2022	
Stephen Foley	8 Bens Way, Hopedale, M.	foley.stephenj@gmail.com	1/31/2022	
Tara Taglianetti-Chambers	13 Hopedale St	arat2662@comcast.net	1/31/2023	
Kristen Poisson	3 Moore Road	Kristen.poisson@gmail.com	1/31/2022	
Kevin Chambers	13 Hopedale st	Kmchambers31@yahoo.co	1/31/2022	Please do everything possible to acquire all of the land in question per the vote taken at Town Meeting. Thank you all for your efforts to do what the majority of the citizens in Town have indicated they want done in this case.
Adam Fumia	27 Cemetery St., Hopedal	afumia@gmail.com	1/31/2022	
Emily King	10 Larkin Lane	Emikyannking2000@gmai	1/31/2022	
Lorene Hunt	10 Heron Lane	leppley@msn.com	1/31/2022	
Christopher Hunt	257 Laurelwood Drive	chunt@huntlitigation.com	1/31/2022	Please protect our parklands and water shed at all costs!
Appeal	13 Hopedale st	D13chamberd@comcast.r	1/31/2022	Appeal ruling
Marian Bourgeois	28 Mellen Street	Bourgm001@gmail.com	2/1/2022	
Jamie Deppe	12 Gannett Way	Jdeppe32@hotmail.com	1/31/2022	
David D. Williams	23 bancroft park	NOISYKIDS@AOL.COM	1/31/2022	
Ryan Henderson	93 Dutcher Street	Ryanhenderson11@gmail.	1/31/2022	
Alaina Ryan	93 Dutcher Street	Ryanhenderson11@gmail.	1/31/2022	
Steven Cardinale	29 Dana Park	Stevcard@gmail.com	1/31/2022	
Grant Deppe	12 Gannett Way	jdeppe32@gmail.com	1/31/2022	
Madison Sullivan	12 Oak View Ln	mcsully323@comcast.net	1/31/2022	
Matthew King	10 Larkin Lane	Kingmatt0808@gmail.com	1/31/2022	
Brian Paquette	9 Lapworth Circle	brianpaq@gmail.com	1/31/2022	
Celene Howard	15 Hammond Rd	celenehoward@gmail.com	1/31/2022	It is your duty to represent the town's unanimous desire to purchase the land.



Tom Lewis	17 Bens Way	Telewis843@gmail.com	1/31/2022	
Carol Lessard	14 Greene Street	diablo720@gmail.com	1/31/2022	If we appeal, we delay the RR from continuing to destroy our land and crucial water resources.
Stephanie McCallum	107 Hopedale St.	Stephanie_mccallum@ho	2/1/2022	
Heather Lewis	17 Bens Way	Hllewis6@hotmail.com	2/1/2022	
Trevor Wilson	2 Richard Road Hopedale	wilsont376@gmail.com	2/1/2022	
Amy-Elizabeth Beard	37 Freedom Street Hopedale	aebear3@gmail.com	2/1/2022	
Sandy Kivlehan	9 Gaskill Circle	Skivlehan@comcast.net	2/1/2022	
Kenneth Wilson	3 Patrick Road	Kenjamwilson@comcast.n	2/1/2022	
Robert Donnelly	7 Crockett Circle	Bobd22@comcast.net	2/2/2022	
Brian Poitras	3 Crockett Circle	bapoitras@gmail.com	2/2/2022	
Yvette Duprey	14 Hill Street	Yvetted0302@gmail.com	2/3/2022	We need to keep a green foot print in our town.
Robert Mulrey	26 Northrop Street	mapleleaf2@yahoo.com	2/3/2022	
Monica Cassidy	13 Whitney Rd Hopedale,	justmeinhopedale@verizor	2/3/2022	
Linda Phillips	124 Greene Street	lphillips105@yahoo.com	2/3/2022	
Pascal Viens	107 Hopedale st	Pascalviens@hotmail.com	2/3/2022	We are so close. We cannot give up at this point and make sure we seek all avenues.
Marylee Floyd	118 Adin Street	Lcfloyd@verizon.net	2/3/2022	
Melissa Mercon Smith	366 West Street, Hopedale	melissamerconsmith@gm	2/3/2022	Please do the right thing. The townspeople have made their feelings crystal clear. Thank you.
David Farrer	208 Dutcher St, Hopedale	Davefarrer@hotmail.com	1/3/2022	
Donna Kennelly	8 Francis Rd	Dkennelly@comcast.net	2/3/2022	
Marillee Ogilvie	6 Taft Circle	md3.ogilvie@gmail.com	2/3/2022	
David Ogilvie	6Taft Circle	md3.ogilvie@gmail.com	2/3/2022	
Colin Ogilvie	6Taft Circle	Ogilvie.Colin.b@gmail.com	2/3/2022	
Susan M Iacofano	8 Oak View Lane	Misty343@verizon.net	2/3/2023	
Edward Iacofano	8 Oak View Lane	bchprty@verizon.net	2/3/2022	
Alan Levy	137 Laurelwood Drive, Hopedale	alan143@comcast.net	2/3/2022	
Marie Scherer	16 Lake st	Marie.scherer13@gmail.cc	2/3/2022	
David Smith	5 Hammond rd	Dav.eng@hotmail.com	2/3/2022	Appeal. This is OUR land
Dixie Brack	85 Laurelwood Drive	dixbra@comcast.net	2/4/2022	
Robert Butler	39 Mellen St.	dadofsammy@gmail.com	2/4/2022	
Margaret Butler	39 Mellen Street, Hopedale	pbutler422@gmail.com	2/4/2022	
Kristen Casey	61 Jones Road	jkjm4@verizon.net	2/4/2022	
William Frongillo	10 Whitney Road	wfrongillo@gmail.com	2/4/2022	Continue with an appeal
Kirsten McCandless	27 Oak St	kdmccandless@yahoo.com	2/4/2022	Please honor the wishes of the Town Meeting vote. Please do not give in to the RR, and do not let them have that land.
Susan Frongillo	10 Whitney Road	snfrong63@gmail.com	2/4/2022	
Thomas Garofano	179 Freedom St	hopedale@garofano.com	2/4/2022	
Amanda Kimball	70 adin st, hopedale, ma 01845	amandamoore04@yahoo.com	2/4/2022	
Denise and Mark Sesona	11 Francis Road	dsesona@yahoo.com	2/4/2022	
Ann Marie Lockwood	98 Dutcher Street, Hopedale	amllockw@yahoo.com	2/4/2022	
Jennifer Newman	24 Adin Street	jcnewman68@yahoo.com	2/4/2022	Please appeal this decision, as it is in the best interest of the Town. Thank you.
Eric Newman	24 Adin Street	jcnewman68@yahoo.com	2/4/2022	
Anthony Ventura	54 Westcott Road	ventura508@gmail.com	2/4/2022	protect the property from railroad development

Patrick Giles	12 Laurelwood Drive, Hop	GPat820400@aol.com	2/4/2022	help of the citizens' group should be included in this process,, as it is clear that the Town Counsel is not of
Gail Brown	119 Mill St	adamjefferic@yahoo.com	2/4/0022	
Beverly Carver	63 Jones Road	Bevcp1@yahoo.com	2/4/2022	Please, please file and appeal. We must exhaust our options. Please support the wishes of the residents. Thank you.
Derek Piatt	7 Warfield Street Hopeda	derek.j.piatt@gmail.com	2/4/2022	
Greg Habel	80 Jones Rd, Hopedale M	Ghabel@verizon.net	2/4/2022	Please continue to pursue the land.
Margaret Carrigan	1 Crockett Circle	mcarrig2@comcast.net	2/4/2022	
Gregg Hevey	4 Rockridge Road	ghevey@verizon.net	2/4/2022	Do not give up the appeal option. No train yard!
Gordon Strick	5 Heron Ln	gordonstrick@comcast.net	2/4/2022	
Adam Myers	Westcott Rd	asstang@yahoo.com	2/4/2022	
Douglas Moore	5 overdale pkwy	mooredp4@gmail.com	2/4/2022	We have voted to buy the land. Do your job
John D. Hall	13 Haven Way	Jehall4@verizon.net	2/4/2022	Don't bend the knee to the railroad and stand up for the towns land.
Barbara Thomas	12 Overdale Pkwy	nt42@msn.com	2/4/2022	
Deirdre Riley Thomson	49 Westcott Road, Hoped	deirdrethomson3@gmail.c	2/4/2022	
Laura Martin	14 Cemetery St	lauraellen50@yahoo.com	2/4/2022	
Denise Linder	5 Overdale Parkway	dlinderg4@gmail.com	2/5/2022	the Narragansett watershed. We unanimously told you at the outdoor October town meeting to PURCHASE THE LAND.
Richard Lessard	14 Greene Street	imadeererider@gmail.com	2/5/2022	Do not lose sight or discard the townspeople's wishes. Please support your property for the future of Hopedale and it's water supply among many other reasons. I hope
Dan Sullivan	180 Dutcher Street	Dsulls11@gmail.com	2/6/2022	We can continue these steps to acquire this parcel of property acquiring this land.
LINDA NORTON	69 MILL STREET HOPED	Ltnj@comcast.net	2/6/2022	We should use every and any means to try and stop them, or our town of Hopedale will be changed
Jennifer Beder	3 Overdale Parkway	bederjennifer@yahoo.com	2/6/2022	File appeal
Thomas Beder	3 Overdale Parkway	tommynjenn@verizon.net	2/6/2022	File appeal
Colleen M. Strapponi	1 overdale parkway	cmsstrappa@gmail.com	2/7/2022	
Mark s. Strapponi	1 overdale parkway	Strappa@aol.com	2/7/2022	
Anthony Garramone	17 Moore Road	agarramone2@gmail.com	2/7/2022	
Andrea Moore	5 Overdale parkway	andreamaylm@gmail.com	2/7/2022	
Evan Jacob	35 Inman St, Hopedale, M	squirrelforge@yahoo.com	2/7/2022	We need to protect our watershed! This time, please give a full-hearted effort to do what residents of the town unanimously voted to have done in this regard.
Greg Komara	10 Prospect Street	komags67@gmail.com	2/7/2022	
Jennifer A Kelly	71 Bancroft Park	jennyakelly@comcast.net	2/7/2022	I support the appeal
Rebecca Chan	37 Larkin Ln Hopedale	rwchan19@gmail.com	2/7/2022	Please use every option available to save this land!
Mary Margaret Mulroney	66 dutcher st	mmmulroney@hotmail.com	2/7/2022	
James McKenna	5 Lloyd St	mckennajp@gmail.com	2/7/2022	
Edward Burt	33 Westcott Rd	EBURT88@GMAIL.COM	2/7/2022	
Sean Reilly	5 Gayle Road	sean_shop@comcast.net	2/7/2022	I support the appeal step to protect the Parklands property from railroad development as previously approved at Town Meeting

Karen Daige	22 Prospect Street	molsam@comcast.net	2/7/2022	Please do all you can to keep RR from developing land and threatening our water supply.
Jonathan Zissu	6 Larkin Lane, Hopedale,	ljzissu0@hotmail.com	2/7/2022	
Meredith Johnston	215 Hopedale St, Hopedal	Minardi05-go@yahoo.com	2/7/2022	Please honor the clear request of the citizens of this town.
Wanda Ashby	61 Westcott Road	wla747@gmail.com	2/7/2022	
Brenna Ashby	61 Westport Road	747bea@gmail.com	2/7/2022	There's only so many corrupt decisions you can make before the town finally has enough. Be a decent human being and listen to the people who put you in that position in the first place.
Susan Garramone	17 Moore Road	swgarra17@gmail.com	2/7/2022	
Jeffrey Kimball	70 Adin St.	jeff.p.kimball@gmail.com	2/7/2022	pursue advice of outside counsels. town attorney's not equipped to handle this law suit.
Ann Fahey	137 Dutcher w	afm@faheyfamily.com	2/7/2022	
Douglas Porter	63 Jones Rd.	doug.porter47@gmail.com	2/7/2022	
Richard Crawford	190 Laurelwood Drive	rdcmortgage@aol.com	2/7/2022	Please appeal the decision
Jeanne Heath	34 Laurelwood Drive, Hop	jeheath34@gmail.com	2/7/2022	Please do the right thing and support the will of the people. Appeal the Land Court's faulty decision.
Robert Brodeur	65 Jones Rd, Hopedale, M	brodeur.r@gmail.com	2/7/2022	It is worth every ounce of your effort and our resources.
Cheryl Stewardson	17 Tammie Road	cheryl.stewardson@verizo	2/7/2022	Jeanne Heath
Cathy Julian	2 Cook Street	catelijul@gmail.com	2/8/2022	
Janet C. Ellis	142 Freedom St.	jcellis967@gmail.com	2/8/2022	
Peter S, Ellis	142 Freedom Street	kennebump@aol.com	2/8/2022	
Melody Butler	77 Greene St, Hopedale, M	butlermelodye@gmail.com	2/7/2022	
Matthew Ruwe	24 Mendon Street	mattruwe101@gmail.com	2/8/2022	I encourage the Hopedale Board to relentlessly pursue our rights to this watershed and property.
Gregory A. Rogow	55 Mellen Street	grogow@verizon.net	2/8/2022	
John Slusarz	63 Mill Street	john.slusarz@gmail.com	2/8/2022	
Robert Cameron	8 Moore RD	robert.camerron9721@gm	2/7/2022	
Teresa Arcudi	53 Bancroft Park	Tarcudi@hotmail.com	2/8/2022	
Dona Neely	209 Laurelwood Drive	donaneely1@comcast.net	2/8/2022	of this land and its resources for the benefit of
John R Ford	209 Laurelwood Dr.	johnford1957@gmail.com	2/8/2022	

We the undersigned Hopedale residents respectfully request that the Select Board appeal Judge Rubin's denial of the Town's Motion to Vacate so that we can rightfully continue to pursue our Ch 61 Right of Refusal Option to purchase the West Street Watershed property. We feel that her decision is unjust and wrong and should be reviewed by an appeals court ASAP. Thank you.

Name (signature)	Address	Email address (not required)	Date
1. Jara C Jagdeo	13 Hopedale St		1/31/22
2. Carol Mullen	11 Moore Rd Hopedale, MA		1/31/22
3. Wilma Manning	87 Hopedale St Hopedale		1/31/22
4. B. J. Stoe	3 Cotler St Hopedale		1/31/22
5. Ernest J. Volpe	60 Hopedale St #1		1/31/22
6. Shirley Greano	13 Daniels St Hopedale		1/31-22
7. Christopher Tyn	29 Dutchess St.		1-31-22
8. B. Katz	9 Heron Ln.		2/1/22
9. Sara Cope	228C Laurelwood Dr. Hopedale		2/1/22
10. Joyce Bura	61 Bancroft Pl		2/1/22
11. DuBivis	37 Dutchess St. #6		2/3/22
12. [Signature]	47 North St		2/5/22

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Name (signature)	Address	Email address (not required)	Date
1. <i>Paul A. Arnold</i>	<i>47 Northrop St</i>		<i>2/6/22</i>
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