



TOWN HALL
1009 MAIN ST
TEWKSBURY, MASSACHUSETTS 01876

TODD R. JOHNSON, ESQ., CHAIR
JAMES F. MACKEY, III, VICE CHAIR
MARK KRATMAN, CLERK
JAY KELLY
JAYNE E. WELLMAN

(978)-640-4300
FAX (978) 640-4302

Notice of Meeting
Tuesday, June 28, 2022 at 6:30 p.m.
Meeting Place: Town Hall, 1009 Main Street, Tewksbury, MA
Todd R. Johnson, Esq., Chair
Agenda

Scheduled Items

1. 6:30 p.m. North Billerica Road Traffic
2. 6:40 p.m. Retail Marijuana
3. 7:00 p.m. Show Cause Hearing Liquor License Violations – AJ's Beer, Wine & Convenience – 2316 Main Street
4. 7:05 p.m. Show Cause Hearing Liquor License Violations – Oakdale One Stop Liquors – 1900 Main Street
5. 7:10 p.m. Show Cause Hearing Liquor License Violations – Lincoln Liquors, 10 Main Street
6. 7:00 p.m. Show Cause Hearing Liquor License Violations – Main Street Liquors – 391 Main Street
7. 7:20 p.m. Liquor Transfer Application: Mei Wei Kitchen, 910 Andover Street

Residents

New Business

8. Flag Policy Review and possible adoption
9. Town Manager
10. Town Counsel Invoice:
11. Minutes: September 14, 2021

Board Member Reports

Adjourn



ANDREW STACK, P.E.
PROJECT MANAGER
PHONE: (978) 640-4440 Ext. 256
CELL: (978) 375-8098
FAX: (978) 640-4445
astack@tewksbury-ma.gov

- ENGINEERING
- HIGHWAY/TREE
- FLEET MAINTENANCE
- WATER & SEWER
- WATER TREATMENT PLANT

MEMORANDUM

To: Kevin Hardiman, Town Engineer
From: Andrew Stack, Project Manager
Date: January 12, 2022
Re: North Billerica Road Speed Analysis

The Tewksbury Department of Public Works Engineering Division performed a Speed Data Analysis along the entire North Billerica Road corridor from the Billerica Town Line to the Lowell City Line. This analysis was conducted over two months starting on August 5, 2021 and concluding on October 5, 2021. The analysis was conducted for approximately one week each at eight separate locations along the corridor. The data was recorded utilizing a single utility pole mounted Jamar Technologies Black Cat II Radar Recorder which was relocated approximately every seven days. North Billerica Road is a two-lane roadway with a speed limit of 30 miles per hour in accordance with M.G.L. c. 90, §17.

Table 1 is attached to this memorandum and summarizes the data recorded at the eight locations along the North Billerica Road corridor. Table 1 includes the following data:

- Location – Physical location of the Radar Recorder
- Dates – Dates of operation of the Radar Recorder at each location
- Vehicles Counted – Number of vehicles counted by the Radar Recorder at each location during each analysis period which was approximately one week in duration
- Lowest Speed – Lowest speed recorded during each analysis period
- Median Speed – The 50th percentile speed recorded during each analysis period
- Average Speed – The average (arithmetic mean) speed recorded during each analysis period
- 85th Percentile Speed – The 85th percentile speed recorded during each analysis period
- Maximum Speed – The highest speed recorded during each analysis period.

Data is summarized showing the combined data in both directions, northbound only, and southbound only. Northbound traffic is heading up North Billerica Road towards the City of Lowell. Southbound traffic is heading down North Billerica Road towards the Town of Billerica.

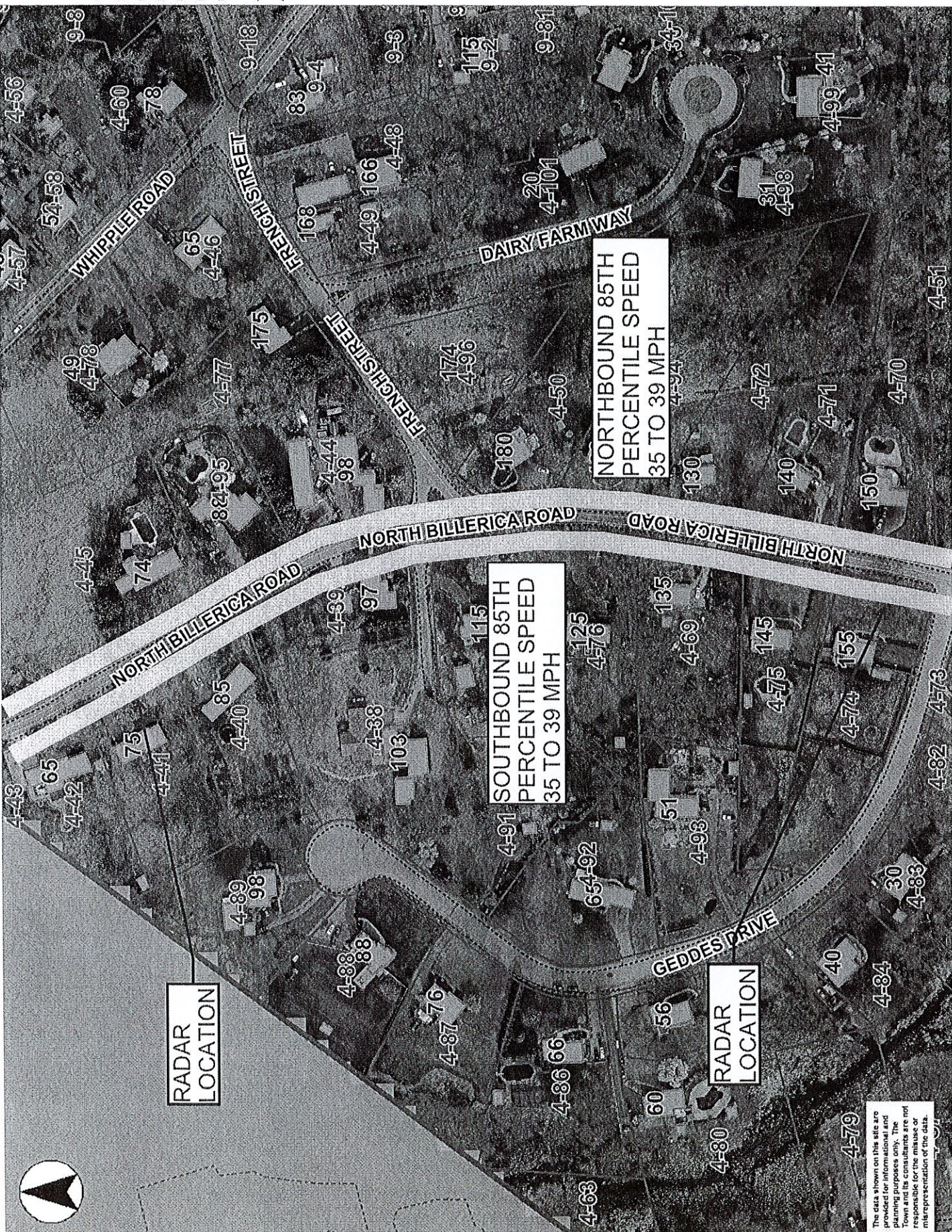
The 85th percentile speed represents the speed at or below which 85 percent of all vehicles are observed to travel under free-flowing conditions past a monitored point. It can also be considered the speed at which only 15% of traffic exceeds. This 85th percentile speed is the traffic engineering industry standard utilized in setting regulatory speed limits for a roadway. The average observed speed is typically lower than this 85th percentile speed.

Also included are four maps visually depicting the approximate locations of the Radar Recorder along the study corridor. The observed 85th percentile speeds are shown graphically using color coded lines. A green line represents an observed 85th percentile speed from 30 to 34 miles per hour. A yellow line represents an observed 85th percentile speed from 35 to 39 miles per hour. A red line represents an observed 85th percentile speed 40 miles per hour and above. These lines are separated into northbound and southbound directions. Engineering judgment was used to determine the end points of those lines based on roadway geometry.

Location	Dates	Vehicles Counted (Both Directions)	Median Speed (50th Percentile)	Average Speed	85th Percentile Speed	Maximum Speed
444 North Billerica Rd. (Near Billerica T/L)	8/5/2021 to 8/12/2021	23,138	27 MPH	28 MPH	32 MPH	78 MPH
406 North Billerica Rd. (South of Rogers St.)	8/12/2021 to 8/19/2021	23,083	37 MPH	36 MPH	41 MPH	73 MPH
328 North Billerica Rd. (at Meadowlands Ice Cream)	8/19/2021 to 8/26/2021	26,460	29 MPH	28 MPH	33 MPH	71 MPH
250 North Billerica Rd. (North of Meadowlands Ct.)	8/26/2021 to 9/2/2021	16,024	30 MPH	30 MPH	34 MPH	76 MPH
230 North Billerica Rd. (at Kernwood Ave.)	9/2/2021 to 9/10/2021	16,835	33 MPH	33 MPH	37 MPH	62 MPH
205 North Billerica Rd. (North of James Ave.)	9/10/2021 to 9/20/2021	23,003	30 MPH	30 MPH	34 MPH	69 MPH
155 North Billerica Rd. (North of Geddes Dr.)	9/20/2021 to 9/27/2021	17,103	34 MPH	33 MPH	37 MPH	70 MPH
75 North Billerica Rd. (Near Lowell C/L)	9/27/2021 to 10/5/2021	23,140	31 MPH	31 MPH	35 MPH	73 MPH
Location	Dates	Vehicles Counted Northbound Only (Towards Lowell)	Median Speed (50th Percentile)	Average Speed	85th Percentile Speed	Maximum Speed
444 North Billerica Rd. (Near Billerica T/L)	8/5/2021 to 8/12/2021	12,212	29 MPH	29 MPH	34 MPH	61 MPH
406 North Billerica Rd. (South of Rogers St.)	8/12/2021 to 8/19/2021	12,011	37 MPH	36 MPH	41 MPH	67 MPH
328 North Billerica Rd. (at Meadowlands Ice Cream)	8/19/2021 to 8/26/2021	13,183	30 MPH	29 MPH	33 MPH	71 MPH
250 North Billerica Rd. (North of Meadowlands Ct.)	8/26/2021 to 9/2/2021	8,156	30 MPH	30 MPH	34 MPH	76 MPH
230 North Billerica Rd. (at Kernwood Ave.)	9/2/2021 to 9/10/2021	8,516	33 MPH	33 MPH	37 MPH	62 MPH
205 North Billerica Rd. (North of James Ave.)	9/10/2021 to 9/20/2021	11,779	31 MPH	31 MPH	35 MPH	63 MPH
155 North Billerica Rd. (North of Geddes Dr.)	9/20/2021 to 9/27/2021	8,674	32 MPH	32 MPH	36 MPH	58 MPH
75 North Billerica Rd. (Near Lowell C/L)	9/27/2021 to 10/5/2021	11,995	32 MPH	32 MPH	35 MPH	49 MPH
Location	Dates	Vehicles Counted Southbound Only (Towards Billerica)	Median Speed (50th Percentile)	Average Speed	85th Percentile Speed	Maximum Speed
444 North Billerica Rd. (Near Billerica T/L)	8/5/2021 to 8/12/2021	10,926	26 MPH	26 MPH	30 MPH	78 MPH
406 North Billerica Rd. (South of Rogers St.)	8/12/2021 to 8/19/2021	11,072	36 MPH	36 MPH	40 MPH	73 MPH
328 North Billerica Rd. (at Meadowlands Ice Cream)	8/19/2021 to 8/26/2021	13,277	29 MPH	28 MPH	32 MPH	58 MPH
250 North Billerica Rd. (North of Meadowlands Ct.)	8/26/2021 to 9/2/2021	7,868	31 MPH	31 MPH	35 MPH	52 MPH
230 North Billerica Rd. (at Kernwood Ave.)	9/2/2021 to 9/10/2021	8,319	34 MPH	33 MPH	37 MPH	52 MPH
205 North Billerica Rd. (North of James Ave.)	9/10/2021 to 9/20/2021	11,224	29 MPH	29 MPH	34 MPH	69 MPH
155 North Billerica Rd. (North of Geddes Dr.)	9/20/2021 to 9/27/2021	8,429	34 MPH	34 MPH	38 MPH	70 MPH
75 North Billerica Rd. (Near Lowell C/L)	9/27/2021 to 10/5/2021	11,145	31 MPH	31 MPH	35 MPH	73 MPH

Table 1. North Billerica Road - Speed Analysis

FY 2023 BUDGET REQUEST



RADAR LOCATION

SOUTHBOUND 85TH PERCENTILE SPEED 35 TO 39 MPH

NORTHBOUND 85TH PERCENTILE SPEED 35 TO 39 MPH

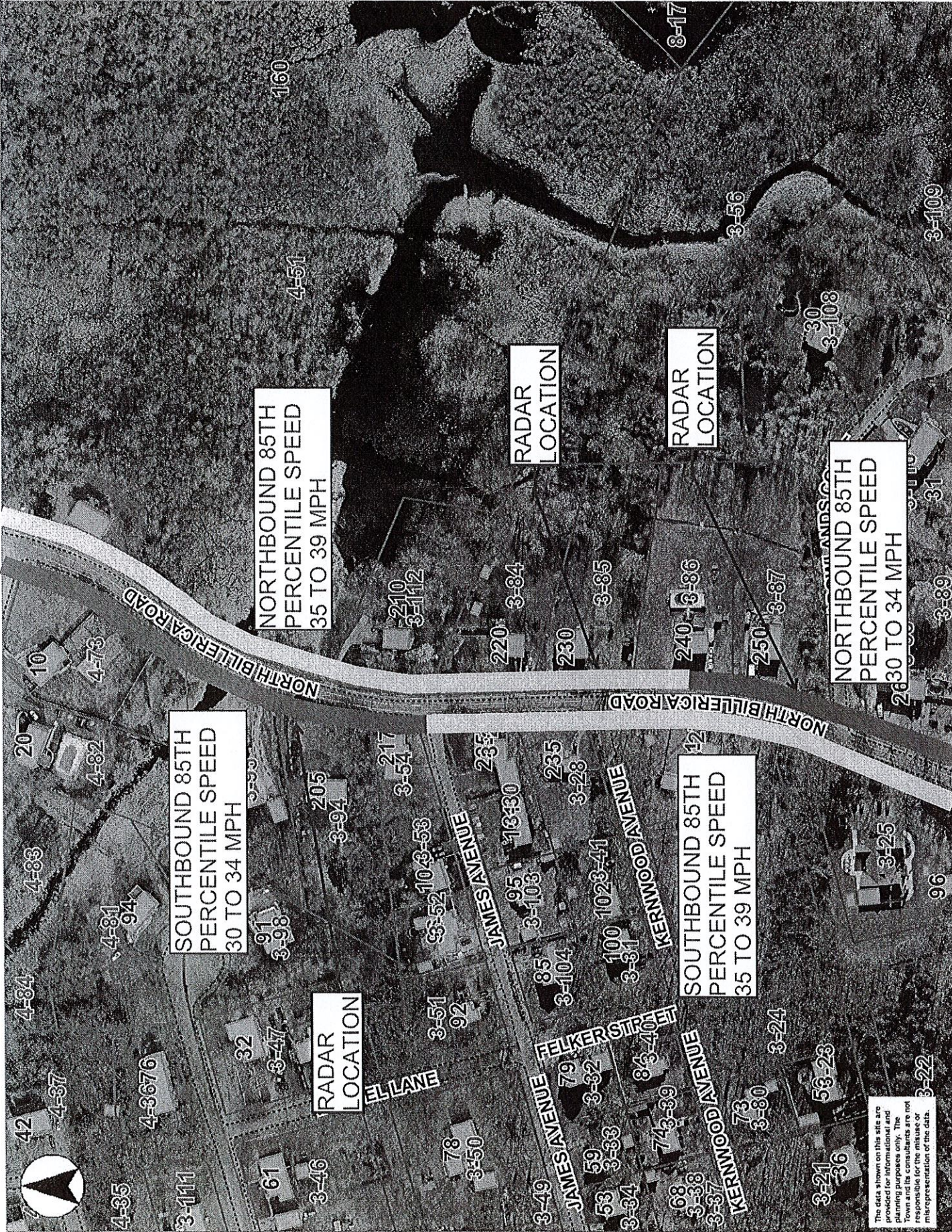
RADAR LOCATION

The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.



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North Billerica Road



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OFFICE OF THE TOWN MANAGER

TOWN OF TEWKSBURY
TOWN HALL
1009 MAIN ST
TEWKSBURY, MASSACHUSETTS 01876

STEVEN J. SADWICK, FAICP
ASSISTANT TOWN MANAGER

(978) 640-4300
FAX (978) 640-4302

To: Select Board
From: Steve Sadwick 
Date: June 22, 2022
Re: Retail Marijuana Bylaws

The Zoning Bylaw rewrite that was recently approved by Town Meeting included Section 8.7 Marijuana Establishments (Attachment A) which governs medical marijuana treatment centers, cultivation, product manufacturing, and research and testing laboratories.

Attachment B is a proposed general bylaw amendment that would allow for the Select Board to exercise licensing control of the retail sale of marijuana.

Attachment C is proposed zoning bylaw amendments that would reference the retail sales of marijuana being licensed by the Select Board and make the change to allow the retail sales in the use table of the zoning bylaw.

Finally, an article such as "To see if the Town will vote to impose the local excise on the retail sales of marijuana under G.L. c. 64N, § 3 at the rate of 1.5 percent" would be necessary on the warrant to impose the sales tax.

8.7 Marijuana Establishments and Medical Marijuana Treatment Centers

8.7.1. Purpose

It is recognized that the nature of the substance cultivated, processed, by marijuana establishments may have objectionable operational characteristics and should be located in such a way as to ensure the health, safety, and general well-being of the public as well. The specific and separate regulation of Marijuana Establishments (ME) and Medical Marijuana Treatment Centers (MMTC) is necessary to advance these purposes and ensure that such facilities are not located within close proximity of minors and do not become concentrated in any one area within the Town.

Subject to the provisions of this Bylaw, G.L. c. 40A, G.L. c. 94G and 105 CMR 725.000, Marijuana Establishments and MMTCs will be permitted to provide the opportunity for the legal 1) cultivation, 2) product manufacturing of marijuana and 3) research and testing laboratories for recreational marijuana use, as well as the dispensing of medical marijuana products in a manner that complies with state regulations.

8.7.2. Applicability

- A. Nothing in this section shall be construed to supersede federal and state laws governing the sale and distribution of marijuana. This section shall not be construed to prevent the conversion of a medical marijuana treatment center licensed or registered no later than July 1, 2017 engaged in the cultivation, manufacture or sale of marijuana or marijuana products to a Marijuana Establishment, provided, however, any such medical marijuana treatment center obtains a special permit pursuant to this Section for any such conversion to an adult use Marijuana Establishment.
- B. This bylaw does not apply to the cultivation of industrial hemp as is regulated by the Massachusetts Department of Agricultural Resources pursuant to G.L. c. 128, Sections 116-123.

8.7.3. Additional Requirements/Conditions

In addition to the standard requirements for uses permitted By-right or requiring a Special Permit or Site Plan Approval, the following shall also apply to all Marijuana Establishments:

- A. Use:
 - 1. Any type of Marijuana Establishment may only be involved in the uses permitted by its definition and may not include other businesses or services.
 - 2. No marijuana shall be smoked, eaten or otherwise consumed or ingested within the premises.
 - 3. The hours of operation shall be set by the Planning Board, but in no event shall an RMD or OMMD facility be open to the public, and no sale or other distribution of marijuana shall occur upon the premises or via delivery from the premises, between the hours of 8:00 p.m. and 8:00 a.m.
 - 4. No marijuana establishment may commence operation or apply for a building permit prior to its receipt of all required permits and approvals including, but not limited, to its Final License from the Cannabis Control Commission.
- B. Physical Requirements:
 - 1. All aspects of the any marijuana establishment, except for the transportation of product or materials, relative to the acquisition, cultivation, possession, processing, products containing marijuana, related supplies, or educational materials must take place at a fixed location within a fully enclosed building

(including greenhouses) and shall not be visible from the exterior of the business. They may not be permitted to be located in a trailer, storage freight container, motor vehicle or other similar type potentially movable enclosure.

2. No outside storage is permitted.
3. Ventilation – all marijuana establishments shall be ventilated in such a manner that no:
 - a. Pesticides, insecticides or other chemicals or products used in the cultivation or processing are dispersed into the outside atmosphere, and
 - b. No odor from marijuana or its processing can be detected by a person with an unimpaired and otherwise normal sense of smell at the exterior of the medical marijuana business or at any adjoining use or property.
4. Signage shall be displayed on the exterior of the marijuana establishment's entrance in plain sight of the public stating that "Access to this facility is limited to individuals 21 years or older." in text 2 inches in height.

All other signage must comply with all other applicable signage regulations in this Bylaw and 935 CMR 500.

5. Cannabis plants, products, and paraphernalia shall not be visible from outside the building in which the cannabis establishment is located and shall comply with the requirements of 935 CMR 500. Any artificial screening device erected to eliminate the view from the public way shall also be subject to a vegetative screen and the Planning Board shall consider the surrounding landscape and viewshed to determine if an artificial screen would be out of character with the neighborhood.

C. Location.

1. Marijuana establishments are encouraged to utilize existing vacant buildings where possible.
2. No marijuana establishment shall be located on a parcel which is within 500 feet (to be measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the Marijuana Establishment is or will be located) of a parcel occupied by a pre-existing public or private school (existing at the time the applicant's license application was received by the Cannabis Control Commission) providing education in kindergarten or any of grades 1-12.
3. No marijuana establishment shall be located inside a building containing residential units, including transient housing such as motels and dormitories.
4. No marijuana establishment is permitted to utilize or provide a drive-through service.

D. Reporting Requirements.

1. Prior to the commencement of the operation or services provided by a marijuana establishment, it shall provide the Police Department, Fire Department, Building Commissioner and the Planning Board with the names, phone numbers and email addresses of all management staff and key-holders, including a minimum of two operators or managers of the facility identified as contact persons to whom one can provide notice if there are operating problems associated with the establishment. All such contact information shall be updated as needed to keep it current and accurate.
2. The Building Commissioner, Board of Health, Police Department, Fire Department and the Planning Board shall be notified in writing by the marijuana establishment facility owner/operator/ manager:
 - a. A minimum of 30 days prior to any change in ownership or management of that establishment.

- b. A minimum of 12 hours following a violation or potential violation of any law or any criminal or potential criminal activities or attempts of violation of any law at the establishment.
3. Permitted marijuana establishments shall file an annual written report to, and appear before, the Planning Board no later than January 31st of each calendar year, providing a copy of all current applicable state licenses for the facility and/or its owners and demonstrate continued compliance with the conditions of the Special Permit.
4. The owner or manager of a marijuana establishment is required to respond by phone or email within 24 hours of contact by a Town official concerning their marijuana establishment at the phone number or email address provided to the Town as the contact for the business.

E. Issuance/Transfer/Discontinuance of Use

1. Special Permits/Site Plan Approvals shall be issued to the marijuana establishment owner.
2. Special Permits/Site Plan Approvals shall be issued for a specific type of marijuana establishment on a specific site/parcel.
3. Special Permits/Site Plan Approvals shall be non-transferable to either another marijuana establishment owner or another site/parcel.
4. Special Permits/Site Plan Approvals shall have a term limited to the duration of the applicant's ownership/control of the premises as a marijuana establishment, and shall lapse/expire if:
 - a. the marijuana establishment ceases operation (not providing the operation or services for which it is permitted) for 365 days, and/or
 - b. the marijuana establishment's registration/license by the Cannabis Control Commission expires or is terminated.
5. The marijuana establishment shall notify the Building Commissioner and the Planning Board in writing within 48 hours of such lapse, cessation, discontinuance or expiration or revocation.
6. A marijuana cultivation or product manufacturing establishment shall be required to remove all material, plants equipment and other paraphernalia prior to surrendering its state registration/license or ceasing its operation.
 - a. Prior to the issuance of a Building Permit for a marijuana establishment the applicant is required to post with the Town Treasurer a bond or other form of financial security acceptable to the Treasurer in an amount set by the Planning Board. The amount shall be sufficient to cover the costs of the town removing all materials, plants, equipment and other paraphernalia if the applicant fails to do so. The Building Commissioner shall give the applicant 45 days written notice in advance of taking such action. Should the applicant remove all materials, plants, equipment and other paraphernalia to the satisfaction of the Building Commissioner prior to the expiration of the 45 days written notice, said bond shall be returned to the applicant.

8.7.4 Application Requirements

Applications for Special Permits and Site Plan Approvals for marijuana establishments will be processed in the order that they are filed with the Town. The approval of a Special Permit for any marijuana establishment is up to the discretion of the Planning Board who will be making its determination based on selecting the marijuana establishments that it finds are in the best interests of the Town and best comply with the standards and intent of this Bylaw.

In addition to the standard application requirements for Special Permits and Site Plan Approvals, such applications for a marijuana establishment shall include the following:

- A. The name and address of each owner and operator of the marijuana establishment facility/operation.
- B. A copy of an approved Host Agreement.
- C. A copy of its Provisional License from the Cannabis Control Commission pursuant to 935 CMR 500.
- D. If it's in conjunction with an approved RMD, a copy of its registration as an RMD from the Massachusetts Department of Public Health in accordance with 105 CMR 725.000 or from the Cannabis Control Commission in accordance with 935 CMR 500.
- E. Proof of Liability Insurance Coverage or Maintenance of Escrow as required in 935 CMR 500.
- F. Evidence that the Applicant has site control and right to use the site for a marijuana establishment facility in the form of a deed or valid purchase and sales agreement or, in the case of a lease a notarized statement from the property owner and a copy of the lease agreement.
- G. A notarized statement signed by the marijuana establishment organization's Chief Executive Officer and corporate attorney disclosing all of its designated representatives, including officers, directors, shareholders, partners, members, managers, or other similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the Applicant must disclose the identity of all such responsible individual persons.
- H. In addition to what is normally required in a Site Plan, details showing all exterior proposed security measures for the marijuana establishment including lighting, fencing, gates and alarms, etc. ensuring the safety of employees and patrons and to protect the premises from theft or other criminal activity.
- I. A detailed floor plan identifying the areas available and functional uses (including square footage).
- J. All signage being proposed for the facility.
- K. A pedestrian/vehicular traffic impact study to establish the marijuana establishment's impacts at peak demand times, including a line queue plan to ensure that the movement of pedestrian and/or vehicular traffic, including but not limited to, along the public right of ways will not be unreasonably obstructed.
- L. An odor control plan detailing the specific odor-emitting activities or processes to be conducted on-site, the source of those odors, the locations from which they are emitted from the facility, the frequency of such odor-emitting activities, the duration of such odor-emitting activities, and the administrative of odor control including maintenance of such controls.
- M. A Management Plan including a description of all activities to occur on site, including all provisions for the delivery of marijuana and related products to marijuana establishment or off-site direct delivery.
- N. Individual written plans which, at a minimum comply with the requirements of 935 CMR 500, relative to the marijuana establishment's:
 1. Operating procedures
 2. Marketing and advertising
 3. Waste disposal
 4. Transportation and delivery of marijuana or marijuana products
 5. Energy efficiency and conservation
 6. Security and Alarms
 7. Decommissioning of the marijuana establishment including a cost estimate taking into consideration the community's cost to undertake the decommissioning of the site.

8.7.5. Findings

In addition to the standard Findings for a Special Permit or Site Plan Approval the Planning Board must also find all the following:

- A. The Marijuana Establishment is consistent with and does not derogate from the purposes and intent of this Section and the Zoning Bylaw.
- B. That the marijuana establishment facility is designed to minimize any adverse visual or economic impacts on abutters and other parties in interest;
- C. That the marijuana establishment facility demonstrates that it meets or exceeds all the permitting requirements of all applicable agencies within the Commonwealth and will be in compliance with all applicable state laws and regulations;
- D. That the applicant has satisfied all of the conditions and requirements of this Section and other applicable Sections of this Bylaw;
- E. That the marijuana establishment facility provides adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals, and that the storage and/or location of cultivation is adequately secured on-site or via delivery.
- F. That the marijuana establishment facility adequately addresses issues of traffic demand, circulation flow, parking and queuing, particularly at peak periods at the facility, and its impact on neighboring uses.

Chapter 5.10

MARIJUANA ESTABLISHMENTS

Sections:

5.10.010	Purpose
5.10.020	Definitions
5.10.030	Medical Marijuana Treatment Centers
5.10.040	Limits on the Number of Select Board Licenses for Marijuana Retailers
5.10.050	General Requirements for Marijuana
5.10.060	Marijuana Establishment Select Board License
5.10.070	Fines
5.10.080	Implementation

5.10.010 Purpose

The intent of this section is to permit Storefront Marijuana Retailers to operate pursuant to local requirements to ensure safe and appropriate implementation to Massachusetts General Laws, Chapter 94G, Section 1 and Chapter 94I, Section 1 and the regulations promulgated thereunder, as they may be amended. If any provisions of this section shall be held to be invalid, those provisions shall be severable and the remaining sections shall be valid.

5.10.020 Definitions

Reference is given to Massachusetts General Laws, Chapter 94G, Section 1 and Chapter 94I, Section 1 and the regulations promulgated thereunder, as they may be amended. In the event there is a conflict between the following definitions and those contained in the foregoing State laws and regulations, the definitions contained in the foregoing State laws and regulations shall govern.

- a. Cannabis Control Commission: the Massachusetts Cannabis Control Commission (CCC);
- b. Hemp: the plant of the genus Cannabis or any part of the plant, whether growing or not, with a delta-9-tetrahydrocannabinol concentration that does not exceed 0.3 per cent on a dry weight basis of any part of the plant of the genus Cannabis, or per volume or weight of Marijuana product, or the combined per cent of delta-9-tetrahydrocannabinol and tetrahydrocannabinol acid in any part of the plant of the genus Cannabis regardless of moisture content;
- c. Manufacture: to compound, blend, extract, infuse or otherwise make or prepare Marijuana product;

- d. Marijuana: all parts of any plant of the genus Cannabis, not excepted below and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in Section 1 of Chapter 94C; provided, however that "Marijuana" shall not include (1) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt derivative, mixture or preparation of the mature stalks, fiber, oil or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination; (2) Hemp; or (3) the weight of any other ingredient combined with Marijuana to prepare topical or oral administrations, food, drink or other products. Marijuana also includes Marijuana products except where the context clearly indicates otherwise.
- e. Marijuana Cultivator: an entity licensed by the Cannabis Control Commission to cultivate, process and package Marijuana, to deliver Marijuana to Storefront Marijuana Retailers and to transfer Marijuana to other Marijuana Establishments, but not to consumers;
- f. Marijuana Establishment: A Marijuana Retailer, Marijuana Product Manufacturer, Marijuana Cultivator, Marijuana Independent Testing Laboratory or any other type of Cannabis Control Commission-licensed Marijuana-related business or entity;
- g. Marijuana Establishment Agent: a board member, director, employee, executive, manager or volunteer of a Marijuana Establishment, who is 21 years of age or older. Employee includes a consultant who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing or dispensing of Marijuana;
- h. Marijuana Independent Testing Laboratory: an entity licensed by the Cannabis Control Commission that is (i) accredited to the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation Mutual Recognition Arrangement or that is otherwise approved by the Cannabis Control Commission; (ii) independent financially from any Medical Marijuana Treatment Center or any Cannabis Control Commission licensee or Marijuana Establishment of which it conducts a test; and (iii) qualified to test Marijuana in compliance with 935 CMR 500.160 and M.G.L. chapter 94C, Section 34.
- i. Marijuana Product Manufacturer: an entity licensed by the Cannabis Control Commission to obtain, manufacture, process and package Marijuana and Marijuana Products, to deliver Marijuana and Marijuana Products to Storefront Marijuana

Retailers and to transfer Marijuana and Marijuana Products to other Marijuana Establishments, but not to consumers;

- j. Marijuana Products: products that have been manufactured and contain Marijuana or an extract from Marijuana, including concentrated forms of Marijuana and products composed of Marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments and tinctures;
- k. Marijuana Retailer: an entity licensed by the Cannabis Control Commission to purchase and deliver Marijuana and Marijuana Products from Marijuana Establishments and to deliver, sell or otherwise transfer Marijuana and Marijuana Products to Marijuana Establishments and to consumers;
- l. Medical Marijuana Treatment Center: an entity that acquires, cultivates, possesses, processes (including development of related products such as edible Marijuana- infused products, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers Marijuana, products containing Marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers for medical use;
- m. Storefront Marijuana Retailer: A Marijuana Retailer providing a retail location accessible to consumers 21 years of age or older or in possession of a registration card demonstrating that the individual is a registered qualifying patient with the Massachusetts Medical Use of Marijuana Program.

5.10.030. Medical Marijuana Treatment Centers

Medical Marijuana Treatment Centers licensed prior to July 1, 2017 may be licensed pursuant to Section 5.10.060 below, as the Select Board may determine in conformity with applicable State and local laws.

5.10.040 Limits on the Number of Select Board Licenses for Marijuana Retailers

The Select Board shall not issue more Storefront Marijuana Retailer licenses than the number that is 20% of the number of liquor licenses for off-premises alcohol consumption that have been issued by the Select Board pursuant to M.G.L. Chapter 138, Section 15, as rounded up to the nearest whole number in the event the number is a fraction.

5.10.050 General Requirements for Marijuana

Storefront Marijuana Retailers shall comply with the following requirements:

A. General

1. Storefront Marijuana Retailers shall comply with applicable State and local laws, regulations, bylaws, codes, conditions and agreements with the Town of Tewksbury, including, but not limited to, M.G.L. Chapter 94G, Chapter 94i, 935 CMR 500, the Town of Tewksbury General Bylaws, the Town of Tewksbury's Zoning Bylaw, all applicable Town building, fire prevention, police and health codes, regulations and standards and any conditions imposed upon licenses and permits held by the Storefront Marijuana Retailers.
2. Storefront Marijuana Retailers shall execute and maintain a Host Community Agreement with the Town of Tewksbury which shall include the conditions for having the Marijuana Establishment within the Town in conformity with all applicable laws. The Town Manager, working with the Select Board, shall coordinate the language and conditions of said agreement for the review and approval of the Select Board.
3. Storefront Marijuana Retailers shall maintain all permits and licenses required by State and local laws, including, but not limited to, a valid current license in good standing from the Cannabis Control Commission. Any voiding of the good standing from the Cannabis Control Commission's license by operation of law (including due to the cessation of operations, failure to become operational within the permitted time, or relocation without Cannabis Control Commission approval), and any revocation or suspension of the Storefront Marijuana Retailer's Cannabis Control Commission license, shall result in an automatic suspension of the Select Board's license pending hearing or the opportunity therefore afforded to the Storefront Marijuana Retailer.
4. All taxes and charges owed to the Town must be paid on a current basis. The Town may place a lien on the property of any person who has an outstanding balance due the Town from any fee, charge or tax, which balance is at least six (6) months past due.
5. Any Storefront Marijuana Retailer licensee wishing to close a place of business or cease operations, whether on a temporary or permanent basis, may do so only if permitted by State Law and must submit to the Select Board a written request for the Select Board's permission to do so, stating the reason for and length of such closing or inactivity. Failure to provide such notice and to obtain such permission may, after hearing and reasonable opportunity therefor, result in cancellation of the license.

B. Operational Requirements

1. All Storefront Marijuana Retailers' licensed operations shall be conducted within a building or fixed structure.
2. No Storefront Marijuana Retailer shall allow cultivation, processing, manufacture, sale or display of Marijuana or Marijuana Products to be visible from a public place without the use of binoculars, aircraft or other optical aids.
3. Storefront Marijuana Retailers may cultivate, process, test, store and manufacture

- Marijuana or Marijuana Products only within an area that is enclosed and secured in a manner that prevents access by persons not permitted by the Storefront Marijuana Retailer to access the area.
4. No Storefront Marijuana Retailer shall allow any person under 21 years of age to volunteer or work for the Storefront Marijuana Retailer.
 5. The hours of operation of the Storefront Marijuana Retailer shall be set by the Select Board. The licensee shall not change the hours of operation without Select Board approval.
 6. Storefront Marijuana Retailers shall ensure that their hours and methods of transportation of product shall not be detrimental to the surrounding area and nearby uses.
 7. Storefront Marijuana Retailers shall not permit any disorder, disturbance, or illegality under State or local law of any kind on the premises.
 8. Storefront Marijuana Retailer operations shall not result in illegal redistribution under State or local law of Marijuana obtained from the Storefront Marijuana Retailer, or in use of Marijuana in any manner that violates State or local laws.
 9. Storefront Marijuana Retailer operations shall not create nuisance conditions in parking areas, sidewalks, streets and areas surrounding its premises and adjacent properties. "Nuisance" includes, but is not limited to, disturbances of the peace, open public consumption of Marijuana, excessive pedestrian or vehicular traffic, odors emanating from the Storefront Marijuana Retailer's premises, electrical lighting, illegal drug activity as defined under State and local laws, harassment of passersby, excessive littering, excessive loitering, illegal parking, excessive loud noises, excessive citation for violations of State traffic laws and regulations and/or Transportation Department Rules and Regulations, queuing of patrons (vehicular and pedestrian) in or other obstructions of the public way (sidewalks and streets), collisions between vehicles, bicyclists and pedestrians, lewd conduct or police detentions and arrests.
 10. Storefront Marijuana Retailers shall equip the premises and other conduct their operations in such a manner that (a) no pesticides or other chemicals or products are dispersed into the outside atmosphere, and (b) no odor of Marijuana or its processing can be detected by a person with an unimpaired and otherwise normal sense of smell at the exterior of the facility or at any adjoining use or property.
 11. A Storefront Marijuana Retailer shall be required to remove all Marijuana and Marijuana products by the earlier of:
 - a) Prior to surrendering its State-issued license; or
 - b) Within six (6) months of ceasing operations.
 12. Storefront Marijuana Retailers are required to engage in patron age verification using legally- acceptable proof of age as may be further specified by the Select Board license.
 13. Storefront Marijuana Retailers shall not sell or offer for sale Marijuana or Marijuana Products in a quantity that exceeds the limits established by 935 CMR 500.

14. Storefront Marijuana Retailers shall not supply Marijuana or Marijuana Products free of charge or in connection with a commercial or promotional endeavor within the Town of Tewksbury. Such endeavors may include, but are not limited to, product "giveaways", or distribution of Marijuana or Marijuana Products as incentive, prize or bonus in a game, contest or tournament involving skill or chance.
15. Storefront Marijuana Retailers are prohibited from use of on-site self-service displays. Self-service displays are defined to mean displays from which customers may select Marijuana or Marijuana Products without assistance from an employee or store personnel, and include vending machines.

C. Security-Specific Requirements

1. Storefront Marijuana Retailers shall maintain compliance with any Town Police Department-approved security and public safety plan as the Police Department may require, which plan may include measures relating to alarms, fencing, gates, limited access areas, delivery procedures, police details, specification of video and lighting locations, notifications to the Police Department in the event of any known or suspected violation of criminal law that has taken place on or near the location of the establishment (related or unrelated to the business or the establishments), providing access to and transfer of video footage from the establishment's video surveillance system to the Police Department when the Police Department so requests (which request may be made when the Police Department has reason to believe that such footage may be of assistance in an ongoing investigation related or non-related to the business of the establishment), a requirement to connect an alarm system to a third party monitoring system and to notify the Town's Chief of Police about said third party monitoring system, and any other notifications and security-related measures as may be required by the Police Department and the Select Board.
2. Storefront Marijuana Retailers shall secure every entrance to the Storefront Marijuana Retailers so that access to areas containing Marijuana is restricted to employees and others permitted by the Storefront to access the area and to agents of the Cannabis Control Commission or state and local law enforcement officers and emergency personnel.
3. Storefront Marijuana Retailers shall secure their inventory and equipment during and after operating hours to deter and prevent theft of Marijuana, Marijuana Products and Marijuana accessories.
4. Storefront Marijuana Retailers shall file an emergency response plan with the Town's Fire Department, Police and Health Departments and share with these Departments their security plan and procedures and any updates to them in the event they are modified.

D. Access to Premises and Information/Reporting/Record-Keeping

1. Storefront Marijuana Retailers shall consent to unannounced, unscheduled, periodic inspections of its premises by the Select Board, under the oversight by the Town Manager, as specified in Article 4 of the Tewksbury Home Rule Charter, and agents of the Select Board from the Building, Health, Police and Fire Departments (which, when conducted by the Police Department, shall be by a sworn police officer holding the rank of Sargent or higher) on week-days during normal business hours to determine the Storefront Marijuana Retailer's compliance with the requirements of applicable state and local laws, regulations, codes, licenses and permit conditions, and this section. In addition, routine inspections may be made on week-days during regular town business hours by authorized inspectional departments to determine compliance with applicable state and local laws, regulations, codes and license and permit conditions. Inspections by authorized inspectional departments may be made at other times to investigate complaints or suspected non-compliance issues. Inspections may include all areas occupied, used or controlled by the Storefront Marijuana Retailer. Facilities requiring re-inspection are subject to applicable re-inspection fees. Inspections shall be conducted in conformity with applicable federal, state and local laws.
2. Storefront Marijuana Retailers shall cooperate and comply with requests for information made by the Select Board and its agents from the Building, Health, Police, Fire and Public Works Departments.
3. Within twenty-four (24) hours of receipt of notice of it, a Storefront Marijuana Retailer shall filed with the Town Manager, Health Agent and Building Commissioner any summary cease and desist order, cease and desist order, quarantine order, suspension order, revocation order, order limiting sales, deficiency statement, plan of correction, notice of a hearing, notice of any other administrative process or legal action issued by the state or federal agency including, but not limited to; the Cannabis Control Commission and the Massachusetts Department of Public Health (DPH) regarding the Marijuana Establishment, the Cannabis Control Commission license, or the DPH Certification of Registration.

5.10.060 Marijuana Establishment Select Board License

- a. No person shall operate a Storefront Marijuana Retail business or sell Marijuana within the Town unless licensed to do so by the Tewksbury Select Board. Unless the Select Board license states a different duration, a Storefront Marijuana Retailer license shall be valid for a term of one year from the first day of January. Each day of operation without a Select Board license shall constitute a separate violation.
- b. A Select Board license shall be subject to the Storefront Marijuana Retailer's

- compliance with this General Bylaw and with any conditions placed on the Storefront Marijuana Retailer's license. An applicant's or licensee's violation of this bylaw and applicable State and local laws shall be good cause for and may result in the Select Board's denial of an application or sanction of a license to the extent permitted by law, including but not limited to, the imposition of additional conditions on a license, a reduction or modification of the licensee's approved hours of operations, or a suspension, non-renewal, revocation, forfeiture, or cancellation of a license. No sanction shall be made except after notice and opportunity for hearing.
- c. The Select Board may issue regulations for the implementation of this bylaw.
 - d. The Select Board shall specify the process and forms to be used by applicants for new and renewed licenses.
 - e. All license applications must contain complete and truthful information. Submission of an application containing material false information may be cause for refusing the application or for suspending, canceling or revoking a license already granted. No application will be accepted for filing by the Select Board until it is fully complete. Annual license fees shall be payable immediately upon approval of the license by the Select Board. License fees shall not be prorated and are not refundable. Application and license fees shall be in an amount established by the Select Board pursuant to M.G.L, Chapter 40, Section 22F.
 - f. No Select Board licensee may transfer a license to another person or entity, or transfer the license or operations to another location, without Select Board approval. A Select Board licensee must obtain Select Board approval for a change to or addition of Board Member, Executive, Director and/or Managers, as may be determined by the Select Board. Any transfer shall be subject to the terms and conditions of the original license, unless otherwise stipulated by the Select Board.
 - g. A Select Board licensee must apply for and obtain the approval of the Select Board or its designee prior to making any structural changed to the premises.
 - h. The Select Board licensee shall display its license on the premises in a conspicuous place where it can be easily read.
 - i. The Select Board or its designee may inspect a Storefront Marijuana Retailer and affiliated vehicles prior to the issuance of a Storefront Marijuana Retailers license or renewal of a license.
 - j. All areas of a Storefront Marijuana Retailer Establishment may be subject to inspection consistent with applicable law.
 - k. The Select Board may, to the extent permitted under applicable law, consider whether an applicant for a license is a suitable and responsible license candidate and other aspects of the application as may be necessary to implement the purposes of this bylaw. An applicant's non-compliance with applicable Massachusetts laws and regulations (including 935 CMR 500), Town bylaws (including this Chapter and applicable sections of the Town of Tewksbury Zoning Bylaw), Town regulations and codes, and any conditions on a license may be cause for denial of an application for a new or renewed Storefront Marijuana Retailer license.

5.10.070 Fines

Any person violating this bylaw shall be fined in the amount of \$100 for each violation. Each day of a continuing violation shall count as a separate violation.

5.10.080 Implementation

This bylaw shall not be implemented in a manner that conflicts or interferes with the Massachusetts General Laws, Chapter 94G or Chapter 94I, or with the regulations promulgated thereunder, including 935 CMR 500.

Article

To see if the Town will vote to amend the Tewksbury Zoning Bylaw as follows:

1) Amend Section 8.7.2 by adding the following:

C. These requirements do not apply to the retail sale of marijuana, which is governed by Chapter 5.10 of the Town General Bylaws.

2) Add new use Retail Marijuana Sales in Appendix A: Table of Uses under Section A.4 as follows:

	F	R40	MF	VR	MUB	TC	LB	WNB	SB	GB	I1	I2	OR	TD	P
J. RETAIL MARIJUANA SALES	N	N	N	N	N	N	N	N	Y	Y	N	Y	N	N	N



OFFICE OF THE TOWN MANAGER
TOWN OF TEWKSBURY
TOWN HALL
1009 MAIN ST
TEWKSBURY, MASSACHUSETTS 01876

RICHARD A. MONTUORI
TOWN MANAGER

(978) 640-4300
FAX (978) 640-4302

Mr. Vipin Madhani, Manager
AJ's Beer, Wine & Convenience, LLC
2316 Main Street
Tewksbury, MA 01876

Tewksbury, MA 01876

**Re: Show Cause Hearing
Sale and/or Delivery of Alcoholic Beverages to a
Person Under 21 Years of Age**

Dear :

You are notified that the Town of Tewksbury Board of Selectmen, acting in its capacity as the Licensing Authority, will conduct a hearing under the provisions of Chapter 138, Section 64, of the Massachusetts General Laws, as amended, to show cause why the license of (Licensee) should not be modified, suspended, or revoked for the following reasons:

On April 7, 2022 at approximately 5:09 p.m., the Licensee violated Massachusetts General Laws Chapter 138, Section 34, by the sale and/or delivery of alcoholic beverages to a person who was under the age of twenty-one (21) at the premises located at 2316 Main Street Tewksbury, Massachusetts, by your employee, Randall Aston

Massachusetts General Laws Chapter 138, Section 34 reads in part:

... Whoever makes a sale or delivery of any alcoholic beverage or alcohol to any person under 21 years of age ... shall be punished by a fine of not more than \$2,000 or by imprisonment for not more than one year or both. ...

Massachusetts General Laws Chapter 138, Section 64 reads in part:

The licensing authorities after notice to the licensee and reasonable opportunity for him to be heard ... may modify, suspend, revoke or cancel the license upon satisfactory proof that [licensee] has violated or permitted a violation of ... any law of the commonwealth. ...

The hearing on the above violation is scheduled for Tuesday, June 28, 2022, at 7:05 p.m., in the Meeting Room, Town Hall, 1009 Main Street, Tewksbury, Massachusetts.

You may attend this hearing, offer evidence, and be represented by legal counsel at your own expense. This hearing may result in disciplinary action against your license which could include a modification, suspension, or revocation.

If additional information is necessary, please call the undersigned at 978-640-4300.

Sincerely yours,
BOARD OF SELECTMEN

By: _____
Richard A. Montuori
Town Manager

cc: Alcoholic Beverages Control Commission
Timothy Sheehan, Chief of Police, Tewksbury Police Department
Charles J. Zaroulis, Esq., Tewksbury Sr. Town Counsel
(or Kevin Feeley, Esq., Tewksbury Town Counsel)

Delivered in hand to: _____

By: _____
Police Officer's Signature

Date: _____, 2017

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City

City

Mr. Vipin Madhani, Manager
AJ's Beer, Wine & Convenience, LLC
2316 Main Street
Tewksbury, MA 01876

7018 0040 0000 5042 6214



OFFICE OF THE TOWN MANAGER
TOWN OF TEWKSBURY
TOWN HALL
1009 MAIN ST
TEWKSBURY, MASSACHUSETTS 01876

RICHARD A. MONTUORI
TOWN MANAGER

(978) 640-4300
FAX (978) 640-4302

June 8, 2022

Mr. Jose Silva, Manager
K&B Liquors Inc.
d/b/a Oakdale One Stop Liquors
1900 Main Street
Tewksbury, MA 01876

**Re: Show Cause Hearing
Sale and/or Delivery of Alcoholic Beverages to a
Person Under 21 Years of Age**

Dear Mr. Silva:

You are notified that the Town of Tewksbury Board of Selectmen, acting in its capacity as the Licensing Authority, will conduct a hearing under the provisions of Chapter 138, Section 64, of the Massachusetts General Laws, as amended, to show cause why the license of (Licensee) should not be modified, suspended, or revoked for the following reasons:

On April 7, 2022, at approximately 5:20 p.m., the Licensee violated Massachusetts General Laws Chapter 138, Section 34, by the sale and/or delivery of alcoholic beverages to a person who was under the age of twenty-one (21) at the premises located at 1900 Main Street Tewksbury, Massachusetts, by your employee, Sean Mahoney.

Massachusetts General Laws Chapter 138, Section 34 reads in part:

... Whoever makes a sale or delivery of any alcoholic beverage or alcohol to any person under 21 years of age ... shall be punished by a fine of not more than \$2,000 or by imprisonment for not more than one year or both. ...

Massachusetts General Laws Chapter 138, Section 64 reads in part:

The licensing authorities after notice to the licensee and reasonable opportunity for him to be heard ... may modify, suspend, revoke or cancel the license upon satisfactory proof that [licensee] has violated or permitted a violation of ... any law of the commonwealth. ...

The hearing on the above violation is scheduled for Tuesday, June 28, 2022, at 7:05 p.m., in the Meeting Room, Town Hall, 1009 Main Street, Tewksbury, Massachusetts.

You may attend this hearing, offer evidence, and be represented by legal counsel at your own expense. This hearing may result in disciplinary action against your license which could include a modification, suspension, or revocation.

If additional information is necessary, please call the undersigned at 978-640-4300.

Sincerely yours,
BOARD OF SELECTMEN

By: _____
Richard A. Montuori
Town Manager

cc: Alcoholic Beverages Control Commission
Ryan Columbus, Chief of Police, Tewksbury Police Department
Kevin Feeley, Esq., Tewksbury Town Counsel

Delivered in hand to: _____

By: _____
Police Officer's Signature

Date: _____, 2022

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Mr. Jose Silva, Manager
K&B Liquors Inc.
d/b/a Oakdale One Stop Liquors
1900 Main Street
Tewksbury, MA 01876



OFFICE OF THE TOWN MANAGER
TOWN OF TEWKSBURY

TOWN HALL
1009 MAIN ST
TEWKSBURY, MASSACHUSETTS 01876

RICHARD A. MONTUORI
TOWN MANAGER

(978) 640-4300
FAX (978) 640-4302

June 8, 2022

Mr. Alexander Buehler
Mall Liquors Inc.
d/b/a Lincoln Liquors
10 Main Street
Tewksbury, MA 01876

**Re: Show Cause Hearing
Sale and/or Delivery of Alcoholic Beverages to a
Person Under 21 Years of Age**

Dear Mr. Buehler:

You are notified that the Town of Tewksbury Board of Selectmen, acting in its capacity as the Licensing Authority, will conduct a hearing under the provisions of Chapter 138, Section 64, of the Massachusetts General Laws, as amended, to show cause why the license of (Licensee) should not be modified, suspended, or revoked for the following reasons:

On April 7, 2022, at approximately 6:11 p.m., the Licensee violated Massachusetts General Laws Chapter 138, Section 34, by the sale and/or delivery of alcoholic beverages to a person who was under the age of twenty-one (21) at the premises located at 10 Main Street Tewksbury, Massachusetts, by your employee, Trevor Dumais.

Massachusetts General Laws Chapter 138, Section 34 reads in part:

... Whoever makes a sale or delivery of any alcoholic beverage or alcohol to any person under 21 years of age ... shall be punished by a fine of not more than \$2,000 or by imprisonment for not more than one year or both. ...

Massachusetts General Laws Chapter 138, Section 64 reads in part:

The licensing authorities after notice to the licensee and reasonable opportunity for him to be heard ... may modify, suspend, revoke or cancel the license upon satisfactory proof that [licensee] has violated or permitted a violation of ... any law of the commonwealth. ...

The hearing on the above violation is scheduled for Tuesday, June 28, 2022, at 7:10 p.m., in the Meeting Room, Town Hall, 1009 Main Street, Tewksbury, Massachusetts.

You may attend this hearing, offer evidence, and be represented by legal counsel at your own expense. This hearing may result in disciplinary action against your license which could include a modification, suspension, or revocation.

If additional information is necessary, please call the undersigned at 978-640-4300.

Sincerely yours,
BOARD OF SELECTMEN

By: _____
Richard A. Montuori
Town Manager

cc: Alcoholic Beverages Control Commission
Ryan Columbus, Chief of Police, Tewksbury Police Department
Kevin Feeley, Esq., Tewksbury Town Counsel

Delivered in hand to: _____

By: _____
Police Officer's Signature

Date: _____, 2022

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City

Mr. Alexander Buehler
Mall Liquors Inc.
d/b/a Lincoln Liquors
10 Main Street
Tewksbury, MA 01876

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Here



OFFICE OF THE TOWN MANAGER

TOWN OF TEWKSBURY

TOWN HALL
1009 MAIN ST
TEWKSBURY, MASSACHUSETTS 01876

RICHARD A. MONTUORI
TOWN MANAGER

(978) 640-4300
FAX (978) 640-4302

June 8, 2022

Mr. Pathik Patel, Manager
AHPP LLC
d/b/a Main Street Liquors
391 Main Street
Tewksbury, MA 01876

**Re: Show Cause Hearing
Sale and/or Delivery of Alcoholic Beverages to a
Person Under 21 Years of Age**

Dear Mr. Patel:

You are notified that the Town of Tewksbury Board of Selectmen, acting in its capacity as the Licensing Authority, will conduct a hearing under the provisions of Chapter 138, Section 64, of the Massachusetts General Laws, as amended, to show cause why the license of (Licensee) should not be modified, suspended, or revoked for the following reasons:

On April 7, 2022, at approximately 6:00 p.m., the Licensee violated Massachusetts General Laws Chapter 138, Section 34, by the sale and/or delivery of alcoholic beverages to a person who was under the age of twenty-one (21) at the premises located at 391 Main Street Tewksbury, Massachusetts, by your employee, Yogeshkumar Patel.

In addition, on April 21, 2022, at approximately 5:45 p.m., the Licensee violated Massachusetts General Laws Chapter 138, Section 34, by the sale and/or delivery of alcoholic beverages to a person who was under the age of twenty-one (21) at the premises located at 391 Main Street Tewksbury, Massachusetts, by your employee, Bernard Melanson.

Massachusetts General Laws Chapter 138, Section 34 reads in part:

... Whoever makes a sale or delivery of any alcoholic beverage or alcohol to any person under 21 years of age ... shall be punished by a fine of not more than \$2,000 or by imprisonment for not more than one year or both. ...

Massachusetts General Laws Chapter 138, Section 64 reads in part:

The licensing authorities after notice to the licensee and reasonable opportunity for him to be heard ... may modify, suspend, revoke or cancel 'the license upon satisfactory proof that [licensee] has violated or permitted a violation of ... any law of the commonwealth. ...

The hearing on the above violation is scheduled for Tuesday, June 28, 2022, at 7:15 p.m., in the Meeting Room, Town Hall, 1009 Main Street, Tewksbury, Massachusetts.

You may attend this hearing, offer evidence, and be represented by legal counsel at your own expense. This hearing may result in disciplinary action against your license which could include a modification, suspension, or revocation.

If additional information is necessary, please call the undersigned at 978-640-4300.

Sincerely yours,
BOARD OF SELECTMEN

By: _____
Richard A. Montuori
Town Manager

cc: Alcoholic Beverages Control Commission
Ryan Columbus, Chief of Police, Tewksbury Police Department
Kevin Feeley, Esq., Tewksbury Town Counsel

Delivered in hand to: _____

By: _____
Police Officer's Signature

Date: _____, 2022

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City,

Mr. Pathik Patel, Manager
AHPP LLC
d/b/a Main Street Liquors
391 Main Street
Tewksbury, MA 01876

◆◆◆
April 27, 2022

Town of Tewksbury
Select Board
Town Hall
1009 Main Street
Tewksbury, MA 01876

RE: Tran Family Business LLC d/b/a Mei Wei Kitchen
910 Andover Street, Tewksbury, MA 01876
Liquor License Transfer

Dear Sir or Madam:

Enclosed please find the following documents:

1. Copy of \$200 Filing Fee ePay Receipt;
2. Monetary Transmittal Form
3. Original Liquor License Transfer Application;
4. DOR Certificate of Good Standing Certificate;
5. DUA Certificate of Compliance;
6. Copy of the Tran Family Business LLC, Certificate of Organization;
7. Original CORI Request Form of the Manager, Dao Tran;
8. Copy of the Manager, Dao Tran's MA Identification Card;
9. Copy of the Manager, Dao Tran's U.S. Passport;
10. Copy of the Purchase and Sales Agreement;
11. Copy of the Bank Statements of Tran Family Business LLC;
12. Copy of the executed Commercial Lease;
13. Copy of Floor Plan; and
14. Copy of the Manager, Dao Tran's ServSafe Alcohol Certificate;

Thank you for processing the enclosed Application and supporting documentation.

Very truly yours,



Russell L. Chin, Esq.

RLC/tw
Enc. as noted.
C: client



TOWN HALL
1009 MAIN ST
TEWKSBURY, MASSACHUSETTS 01876

TODD R. JOHNSON, ESQ., CHAIR
JAMES F. MACKEY, III, VICE CHAIR
MARK KRATMAN, CLERK
JAY KELLY
JAYNE E. WELLMAN

(978)-640-4300
FAX (978) 640-4302

LEGAL NOTICE

TOWN OF TEWKSBURY

Notice is hereby given that the Board of Selectmen will conduct a public hearing in accordance with Mass. General Laws, Chapter 138, on Tuesday, June 28, 2022 at 7:00 p.m. on the request of Dao Tran, Manager of Tran Family Business, LLC at 910 Andover Street, Tewksbury, Massachusetts, to transfer an All Alcoholic Beverages License to Tran Family Business LLC d/b/a Mei Wei Kitchen to operate the license on said Premises described as a Chinese and Vietnamese cuisine restaurant having 2,325 sq. ft. on the ground floor, 1 entrance and 2 exits, separate kitchen, dining room, bar and counter seating. The hearing will be held in the Selectmen's meeting room, Town Hall, 1009 Main Street, Tewksbury, MA.

Input is welcome from the public. The Board of Selectmen recommends that comments be submitted in writing to the Board of Selectmen, Town Hall, 1009 Main Street, Tewksbury, MA, 01876 on or before noon time Friday, June 24, 2022.

Todd Johnson, ESQ.
Chair
Board of Selectmen

**THIS LEGAL NOTICE NEEDS TO BE ADVERTISED IN THE LOCAL PAPER SEVEN (7)
DAYS PRIOR TO THE HEARING.**



TOWN OF TEWKSBURY

Notice is hereby given that the Select Board will conduct a public hearing in accordance with Mass. General Laws, Chapter 138, on Tuesday, June 28, 2022 at 7:00 p.m. on the request of Dao Tran, Manager of Tran Family Business, LLC at 910 Andover Street, Tewksbury, Massachusetts, to transfer an All Alcoholic Beverages License to Tran Family Business LLC d/b/a Mei Wei Kitchen to operate the license on said Premises described as a Chinese and Vietnamese cuisine restaurant having 2,325 sq. ft. on the ground floor, 1 entrance and 2 exits, separate kitchen, dining room, bar and counter seating. The hearing will be held in the Select Board's meeting room, Town Hall, 1009 Main Street, Tewksbury, MA.

Input is welcome from the public. The Select Board recommends that comments be submitted in writing, to the Select Board, Town Hall, 1009 Main Street, Tewksbury, MA, 01876 on or before noon time Friday, June 24, 2022.

Todd R. Johnson, Esq.
Chair

Select Board

220796

6/15/22



BOARD OF SELECTMEN
TOWN OF TEWKSBURY
TOWN HALL
1009 MAIN ST
TEWKSBURY, MASSACHUSETTS 01876

CERTIFICATE OF TAX COMPLIANCE

MUST BE COMPLETED BY THE CURRENT LICENSE HOLDER

This form must be completed by the **CURRENT LICENSE HOLDER** and approved by Tewksbury Treasurer Collector or designee that as of the date below the current license holder does not owe any Personal Property taxes, Real Estate taxes, or water and sewer charges to the Town of Tewksbury.

Name of Current LicenseHolder: Wo Hui Mei, President of Mei's Family, Inc.

Name of Establishment: Chopsticks

Doing business as (if applicable) _____

Establishment Street Address:

910 Andover Street, Tewksbury, MA 01876

The above applicant does not owe any taxes to the Town of Tewksbury as of this date:

Pauley Adams
Treasurer/Collector's Office

Date: 5/24/22



BOARD OF SELECTMEN
TOWN OF TEWKSBURY
TOWN HALL
1009 MAIN ST
TEWKSBURY, MASSACHUSETTS 01876

CHECKLIST FOR BOARD OF SELECTMEN PUBLIC HEARINGS

Type of License/Hearing: Liquor Class I, II, III (Car) Common Victualler (Food) Other*

If Liquor Please Indicate Type: Transfer
(New/Transfer/Alterations/Amendments/Changes)

*Other, Please Explain: _____

Name and Address of Applicant: Dao Tran, 21 Overlook Ridge Terrance, Apt. 326, Revere, MA 02151
(please print)

Name and Address of Business: Tran Family Business LLC, 910 Andover Street, Tewksbury, MA 01876
(please print)

Department	Department Approvals Needed	Department Approvals Acted On	Signature of Town Official & Date
Community Development (Planning Board, Conservation Commission, Board of Appeals) Town Hall, Lower Level, 1009 Main Street - (978) 640-4370	<u>Ally Fack</u>	<u>5/20/2022</u>	
Building Department Town Hall, Lower Level, 1009 Main Street - (978) 640-4430	<u>David B. Bertone</u>	<u>5/20/22</u>	
Board Health Town Hall, Lower Level, 1009 Main Street - (978) 640-4470	<u>Heidi Cuis</u>	<u>5/19/22</u>	
Dept. of Public Works D.P.W., 999 Whipple Road - (978) 640-4440	<u>N/A</u>	<u>N/A</u>	<u>[Signature] 5-10-22</u>
Fire Department Center Fire Station, 21 Town Hall Avenue - (978) 640-4410	<u>Inspection Required</u>		<u>[Signature] 5-19-2022</u>
Police Department 918 Main Street, 978-851-7373 Non-Emergency	<u>[Signature]</u>	<u>5/17/22</u>	

857 204 8088 Yanoli



Fee: \$50.00

COMMON VICTUALLER LICENSE APPLICATION
BOARD OF SELECTMEN
TOWN OF TEWKSBURY

The undersigned hereby applies for a Common Victualler in accordance with the provisions of Massachusetts General Law, Chapter 140, Section 2.

(PLEASE TYPE OF PRINT CLEARLY)

Name of Applicant: Tran Family Business LLC d/b/a Mei Wei Kitchen

Business Address: 910 Andover Street, Tewksbury, MA 01876

Home Address: 21 Overlook Ridge Terrace, Apt. 326, Revere, MA 02151

Business Telephone: 9788639091 Home Telephone: 8575400784

Name of Establishment: Mei Wei Kitchen

Address of Establishment: 910 Andover Street, Tewksbury, MA 01876

Number of Seats: 54 Number of Employees: 4 Size of Floor Space (square feet) 2325 sq.ft

Check One:

(If you are unsure ask the Building Department)

New Use: No Change of Use: Partial Change of Use: Full Change of Use:

Plan Review and/or Preliminary Approval _____

Building Department: [Signature] _____
Signature of Approving Authority Date

Health Department: [Signature] _____
Signature of Approving Authority Date 8/20/22

Signature of Applicant: [Signature] _____

Date: 4/21/2022



RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

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



APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- Transfer of License
- Alteration of Premises
- Change of Location
- Management/Operating Agreement
- Pledge of Inventory
- Pledge of License
- Pledge of Stock
- Other
- Change of Class
- Change of Category
- Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

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.

2. LICENSE CLASSIFICATION INFORMATION

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

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

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

Total Sq. Footage	<input type="text" value="2325"/>	Seating Capacity	<input type="text" value="54"/>	Occupancy Number	<input type="text" value="54"/>
Number of Entrances	<input type="text" value="1"/>	Number of Exits	<input type="text" value="2"/>	Number of Floors	<input type="text" value="1"/>

OWNERSHIP INTEREST

Transferor Entity Name Mei's Family, Inc. By what means is the license being transferred? Purchase

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

Name of Principal	Title/Position	Percentage of Ownership
<u>Wo Hui Mei</u>	<u>President/Treasurer/Secretary/Director</u>	<u>50%</u>
Name of Principal	Title/Position	Percentage of Ownership
<u>Shao Hua Mei</u>	<u>Director</u>	<u>0%</u>
Name of Principal	Title/Position	Percentage of Ownership
<u>Rui Mei Liu</u>	<u>Director</u>	<u>50%</u>
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens; Massachusetts residents.
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
<u>Dao Tran</u>	<u>21 Overlook Ridge Terrace, Apt. 326, Revere, MA 021</u>	<u>023888805</u>	<u>10/24/1993</u>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<u>Manager</u>	<u>100%</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

INTEREST (continued...)

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

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

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

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

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	

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

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure Date of Incorporation
State of Incorporation Is the Corporation publicly traded? Yes No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? Yes No

9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	.00
B. Purchase Price for Business Assets	100,000.00
C. Other* (Please specify)	.00
D. Total Cost	100,000.00

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Tran Family Business LLC	100,000.00
	100,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
None			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

Business Account Monies. Bank Statements are attached.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

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

To whom is the pledge being made?

A. MANAGER INFORMATION

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

Proposed Manager Name Dao Tran Date of Birth SSN

Residential Address 21 Overlook Ridge Terrace, Apt. 326, Revere, MA 02151

Email daotran1024@gmail.com Phone 8575400784

Please indicate how many hours per week you intend to be on the licensed premises 40+

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? Yes No *Manager must be a U.S. Citizen
 If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.
 Have you ever been convicted of a state, federal, or military crime? Yes No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

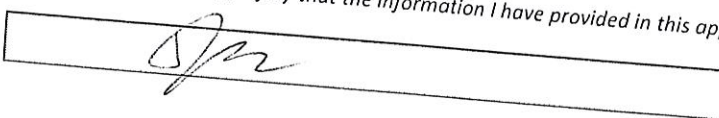
Start Date	End Date	Position	Employer	Supervisor Name
03/2019	Present	Server and Host	Spring Shabu Shabu	Indri
09/2017	02/2019	Server and Host	Bonchon Allston	Gus

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 4/21/2022

If yes, please fill out section 13. 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.

13A. MANAGEMENT ENTITY

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

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

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

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

financial interest in a license to sell alcoholic beverages, which is not presently held?
 Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?
 Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?
 Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

13F. TERMS OF AGREEMENT

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

Yes No

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

Yes No

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

Yes No

d. Management Term Begin Date

e. Management Term End Date

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

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

ABCC Licensee Officer/LLC Manager

Signature:
 Title:
 Date:

Management Agreement Entity Officer/LLC Manager

Signature:
 Title:
 Date:

ADDITIONAL INFORMATION

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

A large, empty rectangular box with a thin black border, intended for providing additional information. The box is oriented vertically and occupies most of the page below the introductory text.

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

of
Name of the Entity/Corporation

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

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

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

Signature:

Date:

Title:

CORPORATE VOTE

The Board of Directors or LLC Managers of Entity Name

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize
Name of Person

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

"VOTED: To appoint
Name of Liquor License Manager

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

A true copy attest,

For Corporations ONLY
A true copy attest,


Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

Dao Tran
(Print Name)

(Print Name)

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

Entity Name

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

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

 Yes No Yes No Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

 Yes No Yes No Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

 Yes No Yes No Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

 Yes No Yes No Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

 Yes No Yes No Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

 Yes No Yes No Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

 Yes No Yes No Yes 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

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MEI'S FAMILY INC
910 ANDOVER ST
TEWKSBURY MA 01876-5005

Why did I receive this notice?

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

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

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

What if I have questions?

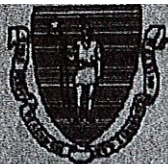
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



Charles D. Baker
GOVERNOR

Karyn E. Polito
LT GOVERNOR

DEPARTMENT OF UNEMPLOYMENT ASSISTANCE



392282366

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

MEI'S FAMILY INC
910 ANDOVER STREET
TEWKSBURY, MA 01876

E [REDACTED]
April 21, 2022

Certificate Id:58287

The Department of Unemployment Assistance certifies that as of 4/21/2022 ,MEI'S FAMILY INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number:

1. The exact name of the limited liability company is: TRAN FAMILY BUSINESS LLC

2a. Location of its principal office:

No. and Street: 910 ANDOVER STREET
 City or Town: TEWKSBURY State: MA Zip: 01876 Country: USA

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

No. and Street: 910 ANDOVER STREET
 City or Town: TEWKSBURY State: MA Zip: 01876 Country: USA

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

TO OPERATE A FULL SERVICE RESTAURANT WITH BAR SERVICE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: DAO TRAN
 No. and Street: 21 OVERLOOK RIDGE TERRACE, APT. 326
 City or Town: REVERE State: MA Zip: 02151 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	DAO TRAN	910 ANDOVER STREET TEWKSBURY, MA 01876 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 12 Day of January, 2022,
RUSSELL CHIN, ESQ.**

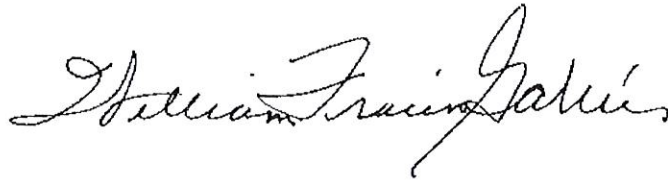
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

January 12, 2022 03:36 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

ASSET PURCHASE AGREEMENT

THIS AGREEMENT made this 13 day of January, 2022 by and between **Mei's Family Inc.**, A Massachusetts Corporation with a principal place of business at 910 Andover Street, Tewksbury, MA (hereinafter referred to as SELLER) and **Dao Tran**, an Individual or nominee, with a mailing address of 21 Overlook Ridge Terrace, Apt. 326, Revere, MA 02151 (hereinafter referred to as BUYER).

WHEREAS, SELLER owns and operates a restaurant business at rented premises located at 910 Andover Street, Tewksbury, MA 01876 to include approximately 2325 square feet located on the ground floor (hereafter the "Premises") under the name and moniker "Chopsticks" (hereafter the "Business"); and

WHEREAS, SELLER desires to sell and BUYER desires to purchase, on the terms and conditions set forth herein, all of the assets of SELLER used in connection with the business.

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

SECTION 1. Purchase and Sale of Assets. On the basis of the representations, warranties and understandings set forth in this Agreement, and subject to the terms and conditions set forth herein, SELLER agrees to sell, transfer, convey, assign and deliver to BUYER free and clear of all claims, third-party obligations, liens, charges, encumbrances and/or security interests (except as set forth herein) and BUYER hereby agrees to purchase all of SELLER'S right, title and interest in, to and under the assets of the Business as a going concern, including but not limited to the following (the "Transferred Assets"):

(a) All furniture, equipment, and fixtures presently located at the premises and used in connection with the business operation as described for convenience purposes and not by way of limitation or intended exclusion in Exhibit A;

(b) Any leasehold improvements; and

(c) The goodwill of the Business including the telephone number, customer contact data and lists, business "know-how", and such other tangible and intangible assets commonly included in the goodwill of the Business.

(d) Assignment of agreements to rent or lease equipment (if any and acceptable by BUYER),

(e) Transferable permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies, including without limitation of the "On-Premises (Restaurant) all kinds of alcoholic beverages license (License Number: 00078-RS-1270),

(f) The right to use the tradename, trademark, logo, menu, telephone and facsimile numbers of the business,

The SELLER makes no representation regarding the condition of the Transferred Assets, which are sold "as is and as presently located".

Notwithstanding the foregoing, the Transferred Assets will exclude those assets described as the following:

(a) cash and cash equivalents;

(b) leased personal property herein disclosed by Seller to BUYER; and

(c) Seller's and Seller's employee's personal effects;

SECTION 2. Purchase Price. The total purchase price for the Transferred Assets, excluding the personal account receivable, cash. In consideration of the sale by Seller to

BUYER of the Purchased Assets, BUYER will pay to Seller One Hundred Thousand Dollars (\$100,000.00) (the "Purchase Price"), which shall be paid as below:

The Purchase Price shall be paid as follows:

- (a) \$ 20,000.00 shall be paid to seller with the execution of this Asset Purchase Agreement.
\$80,000.00 shall be paid certified bank check, cashier check, or cash at the closing.
- (b) ADJUSTMENTS TO PURCHASE PRICE. At the time of Closing, the Parties shall adjust the Purchase Price for the then current amount of outstanding gift certificates.
- (c) OTHER ADJUSTMENTS. Pro rata adjustments shall be made at the time of the closing for all prepaid items including rent and security deposits.

Upon payment of balance of the Purchase Price at Closing referenced in paragraph (b), SELLER shall deliver a Bill of Sale with accompanying evidence of ownership, if any, acceptable to the BUYER, conveying ownership of the Transferred Assets to the BUYER and such other documents as specified herein.

SELLER and BUYER agree that they shall execute and deliver all additional documents and instruments which either party may reasonably request of the other to implement the purposes of this agreement and confirm the consummation of the transaction hereby intended. In the event SELLER is unable to deliver requisite title or possession hereunder, BUYER shall have the right but not the obligation to take such title and possession as the SELLER is then able to deliver. SELLER shall strive to deliver good, clear and marketable title to BUYER.

2.1 Allocation of Purchase Price

The purchase price payable by BUYER to SELLER for the Transferred Assets shall be allocated among such Transferred Assets at the values shown on the Asset Acquisition Statement under IRC Section 1060 prepared post-closing by the parties. The values reflected in the

Allocation Exhibit represent the fair market values of the items described therein as of the Closing, to the best knowledge and belief of the parties hereto.

SECTION 3. LEASE OF THE PREMISES

BUYER has reviewed the current lease but not signed a new lease, received an assignment of lease or negotiated acceptable terms to an amendment to lease and therefore, this Agreement is subject to BUYER signing a lease upon terms satisfactory to BUYER and the landlord of the premises. BUYER and SELLER shall use their best efforts to obtain the landlord's approval to proceed timely with the transactions contemplated in this Agreement.

SECTION 4. TIME FOR PERFORMANCE

Subject to the conditions to performance set forth in this Agreement including but not limited to those in Paragraph 5 which shall supercede the contemplated time for performance, the Closing shall take place at the BUYER'S counsel's office on or before June 30, 2021 unless some other time and place shall have been mutually agreed upon in writing.

SECTION 5. LICENSES/PERMITS/APPROVALS/CONTINGENCY

5.1 LICENSES/PERMITS/APPROVALS

As soon as reasonably practicable following the date of execution of this Agreement and landlord's approval of BUYER, BUYER shall apply to the Town of Tewksbury for all approvals necessary to transfer the SELLER'S licenses to BUYER. Additionally, BUYER shall apply for all licenses, permits, approvals, inspections and other governmental authorizations necessary to operate the Business at the Premises. Required repairs or other health, sanitary and building code conditions to be satisfied shall be paid for, conducted and completed by SELLER to the satisfaction of the Town of Tewksbury. BUYER shall pay all amounts necessary to apply for, renew, and/or transfer the licenses to the BUYER.

5.2 LICENSE CONTINGENCY

This Agreement is subject to BUYER's obtaining approval of the Common Victualler license and All-Alcoholic Beverages liquor license transfer from the Town of Tewksbury for conducting bar service, dine-in and take-out restaurant as presently conducted.

SECTION 6. CERTIFICATE OF TAX GOOD STANDING

The SELLER shall provide the BUYER with a Certificate of Tax Good Standing from the MA Department of Revenue and DUA Certificate of Compliance not later than one week prior to closing unless reasonably required to facilitate any of BUYER'S applications noted herein whereupon the requested certificate shall be provided within 48 hours of request. Any delay in the delivery of said Certificate shall postpone the closing date until the second business day following delivery thereof.

6.2 CERTIFICATE OF GOOD STANDING

This Agreement is subject to Seller providing to BUYER a Certificate of Good Standing from the Commonwealth of Massachusetts if BUYER is not acting in an individual capacity.

SECTION 7. BROKERS REPRESENTATION

SELLER and BUYER hereby warrant and represent that neither of them has utilized the services of a licensed Broker/Agent in connection with this transaction.

SECTION 8. BUYER'S DEFAULT: DAMAGES

If the BUYER shall fail to fulfill the BUYER'S Agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER's sole remedy at law or in equity. If SELLER defaults, BUYER shall be entitled to BUYER'S choice of specific performance plus costs incurred to enforce this Agreement including reasonable attorney's fees or liquidated damages in the amount of the deposit.

SECTION 8. ASSUMPTION OF LIABILITIES

The payment made by BUYER pursuant to Section 2 in consideration of the sale and transfer to it of the Transferred Assets constitutes the total Purchase Price to be paid for the Transferred Assets, it being expressly understood and agreed that BUYER is not assuming or otherwise becoming obligated for any liabilities or obligations of any kind whatsoever, whether known or unknown, now existing or hereafter arising, fixed, absolute or contingent, direct or indirect, due or becoming due, of SELLER or in any way in connection with, relating to or arising out of the Transferred Assets until the date of Closing, except as herein provided. SELLER shall defend, indemnify and hold BUYER harmless for all claims and damages incurred by BUYER as the result of any liability due to SELLER'S obligations. This Section shall survive the closing.

SECTION 9. DUE DILLIGENCE

Commencing with the SELLER'S delivery to BUYER and availability to inspect all physical machinery and equipment, the BUYER shall have seven (7) days to conduct any and all necessary due diligence into the financial performance, assets and condition of the Business, and the inspection and review of the books, sales records and tax returns of the SELLER in connection with the operation of the Business to BUYER'S satisfaction.

SECTION 10. SELLER'S REPRESENTATIONS

Each of the representations and warranties of SELLER shall be true and correct as though made on and as of the Closing date and SELLER shall, on or before the Closing date have performed all of its obligations hereunder which by the terms hereof are to be performed on or before the closing date.

SELLER owns good and clear marketable title to all the Transferred Assets, and except as provided herein, free and clear of all mortgages, liens, restrictions, charges, encumbrances, security interests and rights in others.

There are no pending or, to the best of SELLER'S knowledge, threatened suits, actions, arbitrations or legal, administrative or other proceedings or governmental investigations or tax audits which prevent or hinder SELLER'S performance of this Agreement or which in any manner adversely affect or impair the value of the Transferred Assets or interfere with BUYER'S ability to operate and conduct the Business or which might materially adversely affect the consummation of the transactions contemplated hereby. This representation shall survive the Closing.

The Transferred Assets shall be in AS IS condition as of the date of this Asset Purchase Agreement, reasonable wear and tear excepted.

SELLER is a duly organized and validly existing corporation in good standing under the laws of the Commonwealth of Massachusetts. SELLER has all requisite and corporate power and authority to carry on the Business as it has been and currently is being conducted, to own, lease and operate the Transferred Assets used in connection therewith to execute, deliver and perform this agreement and to consummate the transactions contemplated hereby. SELLER shall deliver written resolutions, votes and ratifications of the corporation at closing necessary to confirm these representations.

SECTION 11. REPRESENTATIONS AND WARRANTIES OF BUYER

Each of the representations and warranties of BUYER shall be true and correct as though made on and as of the Closing date and BUYER shall, on or before the Closing date have

performed all of its obligations hereunder which by the terms hereof are to be performed on or before the closing date.

BUYER hereby represents that BUYER has all requisite power and authority to deliver and perform this Agreement and to consummate the transactions contemplated hereby.

(b) The execution, delivery and performance of this Agreement by BUYER and the consummation of the transactions contemplated hereby are valid and binding obligations of BUYER enforceable in accordance with its terms.

(c) The execution, delivery and performance by BUYER of this Agreement, does not, (i) violate or conflict with the provisions of the Certificate of Incorporation, By-Laws or Operating Agreement of BUYER, or (ii) result in the imposition of any lien or encumbrance under, or with notice, lapse of time, or both, constitute a material default under (or give rise to any right of termination, cancellation or acceleration under), or violate or conflict in any material respect with the terms, conditions or provisions of, any note, indenture, security agreement, lease, guaranty, joint venture agreement, or any other agreement or instrument to which BUYER is a party or by which BUYER is bound, or (iii) result in a breach or material violation by BUYER of any of the terms, conditions, or provisions of any law or regulation or any order, injunction, judgment or decree of any court, governmental authority or regulatory agency so as to interfere with the consummation of the transactions contemplated by this Agreement. No governmental license, permit, registration or authorization, and no registration, declaration or filing with any governmental authority or regulatory agency is required in connection with BUYER'S execution, delivery and performance of this Agreement.

(d) BUYER is not a party to any suit, action or arbitration or legal, administrative, governmental or other proceeding or investigation or tax audit pending or, to the best knowledge

of BUYER threatened, which might materially adversely affect or restrict the ability of BUYER to perform this Agreement and consummate the transactions contemplated hereby.

SECTION 12. MISCELLANEOUS

(a) Expenses.

BUYER and SELLER shall each pay their own expenses, including the fees and expenses of legal counsel and accountants, incurred in connection with this transaction. Because SELLER has not retained the services of an attorney, all expenses incurred by BUYER for services normally or customarily performed by SELLER'S attorney shall be paid by SELLER prior to or at closing. At the time of closing, any prepaids (water bills, CAM charges, rent, etc.) shall be adjusted. SELLER represents that there are no outstanding gift certificates. In the event BUYER is obligated to redeem any gift certificate for which SELLER received compensation, SELLER agrees to reimburse the BUYER for the amount of any gift certificates that were issued during SELLER'S operation.

(b) Indemnification.

SELLER shall be solely responsible for and indemnify and save BUYER harmless from and against any claims or other liabilities of SELLER or any predecessor licensee of the Business Premises relating to the period up to the date of Closing and any claims or other liabilities related to unpaid taxes of any nature of SELLER or any predecessor licensee or other unpaid amounts due from SELLER or guarantor of obligations of SELLER to others relating to or arising out of the conduct of the Business during the period up to and the date of Closing, except those liabilities which the BUYER expressly assumes under the terms of this Agreement. BUYER expressly assumes no obligation of SELLER. A hold back of \$4,500.00 from the sale

proceeds shall be held in escrow by BUYER'S attorney pending on the outstanding bills owed by seller for 45 days.

The BUYER agrees to indemnify and save SELLER harmless from and against all claims or other liabilities of any kind or nature whatsoever which may be sustained or suffered by SELLER based upon a claim of any kind and nature related to the operations of the Business after the Closing date.

The SELLER represents that any hazardous and medical waste removal systems currently installed are in good working order, shall have been serviced regularly to the closing date, and are not the subject of any pending or anticipated regulatory action, modification or notice of non-compliance issued by a state or municipal government entity. SELLER shall produce approved current inspection certificates as applicable. Not applicable.

(c) Bulk Sales.

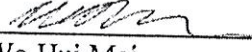
BUYER hereby waives compliance by SELLER with the bulk sales laws of the Commonwealth of Massachusetts in connection with the consummation of the transactions contemplated by this Agreement. SELLER hereby agree to indemnify BUYER against, and hold BUYER harmless from, any and all liabilities, claims, obligations or expenses that BUYER may incur or to which BUYER may be subject or that may be asserted against any of the Transferred Assets by reason of the failure of SELLER to comply with the requirements of such bulk sales laws with respect to the consummation for such transactions.

(d) Rent Adjustments – At closing, any adjustments of rent, utilities, inventory, gift certificates and ordinary Business expenses shall be duly accounted for in a fair and equitable manner.

IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Purchase Agreement as an instrument under seal.

SELLER:

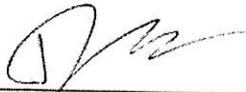
Mei's Family, Inc.

By: 

Wo Hui Mei
Its President, duly authorized

BUYER:

Dao Tran

By: 

Dao Tran
individually, duly authorized

EXHIBIT A

DESCRIPTION OF TRANSFERRED ASSETS

ALL ASSETS EXCEPT FOR SELLER'S PERSONAL BELONGINGS, ACCOUNTS, CASH, INVENTORY AND LEASED EQUIPMENT.

ASSET PURCHASE AGREEMENT

THIS AGREEMENT made this 13 day of January, 2022 by and between Mei's Family Inc., A Massachusetts Corporation with a principal place of business at 910 Andover Street, Tewksbury, MA (hereinafter referred to as SELLER) and Dao Tran, an Individual or nominee, with a mailing address of 21 Overlook Ridge Terrace, Apt. 326, Revere, MA 02151 (hereinafter referred to as BUYER).

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(a) All furniture, equipment, and fixtures presently located at the premises and used in connection with the business operation as described for convenience purposes and not by way of limitation or intended exclusion in Exhibit A;

(b) Any leasehold improvements; and

(c) The goodwill of the Business including the telephone number, customer contact data and lists, business "know-how", and such other tangible and intangible assets commonly included in the goodwill of the Business.

(d) Assignment of agreements to rent or lease equipment (if any and acceptable by BUYER),

(e) Transferable permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies, including without limitation of the "On-Premises (Restaurant) all kinds of alcoholic beverages license (License Number: 00078-RS-1270),

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BUYER of the Purchased Assets, BUYER will pay to Seller One Hundred Thousand Dollars (\$100,000.00) (the "Purchase Price"), which shall be paid as below:

The Purchase Price shall be paid as follows:

- (a) \$ 20,000.00 shall be paid to seller with the execution of this Asset Purchase Agreement.
\$80,000.00 shall be paid certified bank check, cashier check, or cash at the closing.
- (b) ADJUSTMENTS TO PURCHASE PRICE. At the time of Closing, the Parties shall adjust the Purchase Price for the then current amount of outstanding gift certificates.
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SELLER and BUYER agree that they shall execute and deliver all additional documents and instruments which either party may reasonably request of the other to implement the purposes of this agreement and confirm the consummation of the transaction hereby intended. In the event SELLER is unable to deliver requisite title or possession hereunder, BUYER shall have the right but not the obligation to take such title and possession as the SELLER is then able to deliver. SELLER shall strive to deliver good, clear and marketable title to BUYER.

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Allocation Exhibit represent the fair market values of the items described therein as of the Closing, to the best knowledge and belief of the parties hereto.

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SECTION 5. LICENSES/PERMITS/APPROVALS/CONTINGENCY

5.1 LICENSES/PERMITS/APPROVALS

As soon as reasonably practicable following the date of execution of this Agreement and landlord's approval of BUYER, BUYER shall apply to the Town of Tewksbury for all approvals necessary to transfer the SELLER'S licenses to BUYER. Additionally, BUYER shall apply for all licenses, permits, approvals, inspections and other governmental authorizations necessary to operate the Business at the Premises. Required repairs or other health, sanitary and building code conditions to be satisfied shall be paid for, conducted and completed by SELLER to the satisfaction of the Town of Tewksbury. BUYER shall pay all amounts necessary to apply for, renew, and/or transfer the licenses to the BUYER.

5.2 LICENSE CONTINGENCY

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SECTION 6. CERTIFICATE OF TAX GOOD STANDING

The SELLER shall provide the BUYER with a Certificate of Tax Good Standing from the MA Department of Revenue and DUA Certificate of Compliance not later than one week prior to closing unless reasonably required to facilitate any of BUYER'S applications noted herein whereupon the requested certificate shall be provided within 48 hours of request. Any delay in the delivery of said Certificate shall postpone the closing date until the second business day following delivery thereof.

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SECTION 7. BROKERS REPRESENTATION

SELLER and BUYER hereby warrant and represent that neither of them has utilized the services of a licensed Broker/Agent in connection with this transaction.

SECTION 8. BUYER'S DEFAULT: DAMAGES

If the BUYER shall fail to fulfill the BUYER'S Agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER's sole remedy at law or in equity. If SELLER defaults, BUYER shall be entitled to BUYER'S choice of specific performance plus costs incurred to enforce this Agreement including reasonable attorney's fees or liquidated damages in the amount of the deposit.

SECTION 8. ASSUMPTION OF LIABILITIES

The payment made by BUYER pursuant to Section 2 in consideration of the sale and transfer to it of the Transferred Assets constitutes the total Purchase Price to be paid for the Transferred Assets, it being expressly understood and agreed that BUYER is not assuming or otherwise becoming obligated for any liabilities or obligations of any kind whatsoever, whether known or unknown, now existing or hereafter arising, fixed, absolute or contingent, direct or indirect, due or becoming due, of SELLER or in any way in connection with, relating to or arising out of the Transferred Assets until the date of Closing, except as herein provided. SELLER shall defend, indemnify and hold BUYER harmless for all claims and damages incurred by BUYER as the result of any liability due to SELLER'S obligations. This Section shall survive the closing.

SECTION 9. DUE DILLIGENCE

Commencing with the SELLER'S delivery to BUYER and availability to inspect all physical machinery and equipment, the BUYER shall have seven (7) days to conduct any and all necessary due diligence into the financial performance, assets and condition of the Business, and the inspection and review of the books, sales records and tax returns of the SELLER in connection with the operation of the Business to BUYER'S satisfaction.

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Each of the representations and warranties of SELLER shall be true and correct as though made on and as of the Closing date and SELLER shall, on or before the Closing date have performed all of its obligations hereunder which by the terms hereof are to be performed on or before the closing date.

SELLER owns good and clear marketable title to all the Transferred Assets, and except as provided herein, free and clear of all mortgages, liens, restrictions, charges, encumbrances, security interests and rights in others.

There are no pending or, to the best of SELLER'S knowledge, threatened suits, actions, arbitrations or legal, administrative or other proceedings or governmental investigations or tax audits which prevent or hinder SELLER'S performance of this Agreement or which in any manner adversely affect or impair the value of the Transferred Assets or interfere with BUYER'S ability to operate and conduct the Business or which might materially adversely affect the consummation of the transactions contemplated hereby. This representation shall survive the Closing.

The Transferred Assets shall be in AS IS condition as of the date of this Asset Purchase Agreement, reasonable wear and tear excepted.

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Each of the representations and warranties of BUYER shall be true and correct as though made on and as of the Closing date and BUYER shall, on or before the Closing date have

performed all of its obligations hereunder which by the terms hereof are to be performed on or before the closing date.

BUYER hereby represents that BUYER has all requisite power and authority to deliver and perform this Agreement and to consummate the transactions contemplated hereby.

(b) The execution, delivery and performance of this Agreement by BUYER and the consummation of the transactions contemplated hereby are valid and binding obligations of BUYER enforceable in accordance with its terms.

(c) The execution, delivery and performance by BUYER of this Agreement, does not, (i) violate or conflict with the provisions of the Certificate of Incorporation , By-Laws or Operating Agreement of BUYER, or (ii) result in the imposition of any lien or encumbrance under, or with notice, lapse of time, or both, constitute a material default under (or give rise to any right of termination, cancellation or acceleration under), or violate or conflict in any material respect with the terms, conditions or provisions of, any note, indenture, security agreement, lease, guaranty, joint venture agreement, or any other agreement or instrument to which BUYER is a party or by which BUYER is bound, or (iii) result in a breach or material violation by BUYER of any of the terms, conditions, or provisions of any law or regulation or any order, injunction, judgment or decree of any court, governmental authority or regulatory agency so as to interfere with the consummation of the transactions contemplated by this Agreement. No governmental license, permit, registration or authorization, and no registration, declaration or filing with any governmental authority or regulatory agency is required in connection with BUYER'S execution, delivery and performance of this Agreement.

(d) BUYER is not a party to any suit, action or arbitration or legal, administrative, governmental or other proceeding or investigation or tax audit pending or, to the best knowledge

of BUYER threatened, which might materially adversely affect or restrict the ability of BUYER to perform this Agreement and consummate the transactions contemplated hereby.

SECTION 12. MISCELLANEOUS

(a) Expenses.

BUYER and SELLER shall each pay their own expenses, including the fees and expenses of legal counsel and accountants, incurred in connection with this transaction. Because SELLER has not retained the services of an attorney, all expenses incurred by BUYER for services normally or customarily performed by SELLER'S attorney shall be paid by SELLER prior to or at closing. At the time of closing, any prepaids (water bills, CAM charges, rent, etc.) shall be adjusted. SELLER represents that there are no outstanding gift certificates. In the event BUYER is obligated to redeem any gift certificate for which SELLER received compensation, SELLER agrees to reimburse the BUYER for the amount of any gift certificates that were issued during SELLER's operation.

(b) Indemnification.

SELLER shall be solely responsible for and indemnify and save BUYER harmless from and against any claims or other liabilities of SELLER or any predecessor licensee of the Business Premises relating to the period up to the date of Closing and any claims or other liabilities related to unpaid taxes of any nature of SELLER or any predecessor licensee or other unpaid amounts due from SELLER or guarantor of obligations of SELLER to others relating to or arising out of the conduct of the Business during the period up to and the date of Closing, except those liabilities which the BUYER expressly assumes under the terms of this Agreement. BUYER expressly assumes no obligation of SELLER. A hold back of \$4,500.00 from the sale

proceeds shall be held in escrow by BUYER'S attorney pending on the outstanding bills owed by seller for 45 days.

The BUYER agrees to indemnify and save SELLER harmless from and against all claims or other liabilities of any kind or nature whatsoever which may be sustained or suffered by SELLER based upon a claim of any kind and nature related to the operations of the Business after the Closing date.

The SELLER represents that any hazardous and medical waste removal systems currently installed are in good working order, shall have been serviced regularly to the closing date, and are not the subject of any pending or anticipated regulatory action, modification or notice of non-compliance issued by a state or municipal government entity. SELLER shall produce approved current inspection certificates as applicable. Not applicable.

(c) Bulk Sales.

BUYER hereby waives compliance by SELLER with the bulk sales laws of the Commonwealth of Massachusetts in connection with the consummation of the transactions contemplated by this Agreement. SELLER hereby agree to indemnify BUYER against, and hold BUYER harmless from, any and all liabilities, claims, obligations or expenses that BUYER may incur or to which BUYER may be subject or that may be asserted against any of the Transferred Assets by reason of the failure of SELLER to comply with the requirements of such bulk sales laws with respect to the consummation for such transactions.

(d) Rent Adjustments – At closing, any adjustments of rent, utilities, inventory, gift certificates and ordinary Business expenses shall be duly accounted for in a fair and equitable manner.

IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Purchase

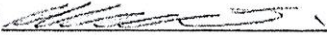
Agreement as an instrument under seal.

SELLER:

BUYER:

Mei's Family, Inc.

Dao Tran

By: 
Wo Hui Mei
Its President, duly authorized


By: 
Dao Tran
individually, duly authorized

EXHIBIT A

DESCRIPTION OF TRANSFERRED ASSETS

ALL ASSETS EXCEPT FOR SELLER'S PERSONAL BELONGINGS, ACCOUNTS, CASH,
INVENTORY AND LEASED EQUIPMENT.

LEASE

LEASE made as of April 21, 2022

LANDLORD: Sullivan Family Trust, John D. Sullivan, Trustee, of 940 Main Street, OFFICE, Tewksbury, in the County of Middlesex, Massachusetts 01876.

TENANT: TRAN FAMILY BUSINESS LLC, a Massachusetts Limited Liability Company, doing business as Chopsticks Cafe, having a usual place of business at 910 Andover Street, first floor unit, building 2, Tewksbury, Massachusetts 01876.

1. **LEASED PREMISES.** The Landlord hereby leases to the Tenant the store premises (the "Leased Premises") containing approximately 2325 square feet and located on the ground floor in the development having an address of 910 Andover Street, Tewksbury, Massachusetts 01876 (the "Shopping Center"), and as the same may from time to time be reduced by condemnation, or as the same may from time to time be increased by the addition of other lands and structures or other improvements. There is reserved to the Landlord the use of the exterior walls (other than storefronts), the roof and the right to install, maintain, use, repair and replace pipes, ducts, conduits, tunneling, utility lines, wires and cables leading through the Leased Premises in locations which will not materially interfere with the Tenant's use thereof and serving other parts of the Shopping Center which are presently or hereafter erected. Tenant shall install and maintain access panels in any hung ceiling and in the walls sufficient to afford Landlord access to the facilities above the ceiling or behind the walls.

2. **TERM.** The term begins on the Commencement Date which shall be not more than three business days following Tenant's receipt of all necessary governmental licenses and approvals to conduct business at the premises but in any event no later than **August 1, 2022** and subject further that the current Tenant remains current on the rental payments and continues until January 31, 2027, unless sooner terminated as hereinafter provided. Tenant shall notify Landlord when said approvals have been received and this Lease shall become effective on the Commencement Date. No rent or additional rent or obligations shall be due from tenant until the Commencement Date. If Tenant is not in default, it shall have a total of three (3) consecutive options to extend the term for five (5) years per option period by giving Landlord at least twelve (12) months written notice before the end of any term. The current tenant Mei Family, Inc. must assent to the terms of this Lease

3. **CONSTRUCTION.** The Tenant hereby accepts the Leased Premises in "as



is" condition. Tenant shall submit plans for any construction within the premises to the Landlord and all construction shall be done in accordance with plans which have been approved by the Landlord with all costs paid by Tenant. Prior to commencement of construction in the Leased Premises, Tenant shall provide Landlord with certificates of public liability, workmen's compensation, builder's risk and other insurance reasonably requested by Landlord. Tenant shall not install any sign without the Landlord's prior written approval. Tenant further agrees that it shall not permit any mechanic's liens or materialmen liens to be filed against the Leased Premises or the Shopping Center because of Tenant's work and shall cause the same to be discharged by bonding or by payment within 30 days after notice from the Landlord. Tenant also acknowledges that they shall be assessed an additional charge for its share of the cost of a new marque signage at the site. Tenant's share shall be \$7,200.00 which may be payable in full upon billing by Landlord or payable in 24 monthly payments amortized over 24 months at 6% interest. Tenant shall have the right to pay for any balance due for the signage in full prior to the 24 month period and shall be responsible for interest accrued only up to the date of said payment.

4. MINIMUM RENT (Annual Base Rent). The Tenant agrees to pay rent to the Landlord on the first day of each month in the following amounts:

8/01/2022 - 7/31/2027	<u>Annual</u>	<u>Monthly</u>
(Original Term)	\$72,000.00	\$6,000.00

At the start of the 19th and 24th month of the Original term and each and every 12 months thereafter for the remaining term of this Lease and any renewal thereof, the Lessee's Annual Base rent shall be increased by the rate of change in the Revised Consumer Price Index (CPI) ALL Urban Consumers (CPI-U) US, City Average (19824974=100) published by the Bureau of Labor Statistics of the United States Department of Labor (the index) over the preceding; provided, however, that if the consumer price index remains the same or decreases then said monthly base rent shall remain the same as the previous year. Provided however, at the start of the first year of any option extension term, the base rent shall increase by a minimum of 3% over the base rent of the prior year. Said rent shall be payable in equal monthly installments, in advance, commencing August 1, in each and every year of the Lease and each and every month thereafter until the following August 1st. If any rental payment is more than ten days late, the Tenant shall pay to the Landlord a late fee of five (5%) of the outstanding rental payment.

5. REAL ESTATE TAXES. During the term of the lease as set forth above, in to the above rent, the Tenant shall pay, as additional rent, 18% of the real estate taxes levied on the Shopping Center. Said percentage is represented to be an accurate determination by Landlord of Tenant's proportionate share of real estate taxes. Tenant's proportionate share shall be paid in monthly installments on the first day of every month in advance The initial monthly

DP

installment shall be in the amount of 1/12 of 18% of the real estate taxes on the Shopping Center for the Fiscal Tax Year beginning on July 1, 2021 and ending June 30, 2022. Said installments may be adjusted yearly based upon the real estate tax bill for the previous year, The Landlord shall furnish the Tenant with a copy of the tax bill, together with an invoice setting forth the amount of Tenant's proportionate share for the period of time covered by such tax bill. If the monthly installments paid by Tenant shall be less than Tenant's proportionate share, Tenant shall pay the balance of its proportionate share within 30 days after receipt of such tax bill, if the Tenant shall have overpaid its proportionate share, Landlord shall either refund the amount of such overpayment with the copy of the tax bill and invoice or shall credit such overpayment to future tax payments of Tenant.

6. USE. The Tenant shall use the Leased Premises only for the business of a restaurant specializing in the sale of Asian style cuisine for consumption on and off the premises and any ancillary business reasonably related to the promotion of the restaurant business provided such ancillary business is not in conflict with any other business operation at the site and subject further to the approval of Landlord which approval will not be unreasonably withheld. The Tenant will not engage in any other business whatsoever. Tenant shall keep open for business for the minimum hours of 11:00 AM until 9:00 PM on Monday through Saturday. Sunday hours shall be 11:00 am to 8:00 PM.

6. USE OF COMMON AREAS The Tenant and its customers shall have the right, in common with others, to use the common areas subject to such reasonable rules and regulations as the Landlord may impose. It is agreed that Landlord shall have the right to designate certain areas in the Shopping Center as employee parking areas and Tenant shall thereafter cause its employees to park in such employee parking areas: understood and agreed that the Tenant shall have no right to restrict traffic and use of the parking areas and land surrounding the Leased Premises at the time of execution of this Lease. This prohibition specifically applies to any construction, development, building, or maintenance or repairs of such parking areas and other land surrounding the Leased Premises.

8. TENANT'S SHARE OF SHOPPING CENTER OPERATING COSTS. Commencing on the Commencement Date and continuing during the remainder of the lease and any option period, Tenant will pay to Landlord as additional rent, Tenant's proportionate share of Shopping Center Operating Costs. Tenant's proportionate share of Shopping Center operating costs shall be 18% of such costs incurred by the Landlord. Initially, Tenant shall make monthly payments toward such costs in the minimum amount of \$940.00. The balance of such payment shall be due within 30 days after receipt of Landlord's invoice. The monthly payments may be adjusted based upon the payments due for the previous year. The term "Shopping Center Operating Costs" means the total cost and expense incurred in operating, equipping, repairing, replacing, protecting, decorating, snow plowing and snow removal, shoveling, salting,

shoveling, paving, pot hole patching, sidewalk maintenance and replacement, striping, painting of exterior walls and other areas, roof repairs and replacements, replacements of downspouts and other drainage systems, and maintaining and replacing the common facilities and common areas, common or exterior utility lines, pipes or other conduits, fire protection and/or sprinkler monitoring and systems serving more than one premises, maintenance repair and replacement of multi-tenant signs except for individual tenant panels, liability and hazard insurance, personal property taxes, and 15% of the total of all the above costs and expenses to cover Landlord's administrative and management costs. "Common areas" means all areas, space, equipment, utility systems, utilities, improvements and services provided by Landlord for the common or joint use and benefit of the occupants of the Shopping Center, their employees, agents, servants, customers and other invitees and the roofs and exterior walls (except the storefronts) of all buildings in the Shopping Center and any pylon or other multi-tenant sign structures, excluding the individual sign panels of the tenants. Notwithstanding the obligations as set forth above the Tenant shall be allowed to postpone the payment of the Shopping Center Operating Costs that are due and payable for the first 18 months of this Lease. Commencing with the 19th month and each month thereafter the Tenant shall be responsible for payment of its share of the operating costs as calculated above. In addition the Tenant shall be required to pay back to Landlord the deferred operating costs obligation accumulated during the first 18 months in equal payments over the next 24 months. Provided said payments are timely made over the period of 24 months not interest shall accrue on the deferred obligation. If payments are not paid in a timely fashion the deferred payments shall accrue interest at a rate of 10% per annum.

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

10. UTILITIES. The Tenant shall make its own arrangements for gas, electric and telephone service respectively and for any other utilities used by it and shall promptly pay the public utility therefor. If any utilities are billed directly to Landlord, then Tenant shall pay Landlord its proportionate share. It is understood and agreed that water and sewer charges are presently billed directly to the Landlord but that the Leased Premises are separately metered. For purposes of water and sewer payments, Tenant's proportionate share shall be based on usage as determined by meter readings by the Landlord. Tenant shall pay water and sewer charges within 30 days after presentation of a statement therefor by Landlord.

11. TENANT'S REPAIRS AND ALTERATIONS. Tenant shall keep and the interior of the Leased Premises, including all plumbing and electrical and other

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components thereof, and all doors, windows and locks, both interior and exterior and the storefront including Tenant's sign(s), in good order and repair and shall make all changes or replacements to the Leased Premises required by any public authority, Further, the Tenant shall install, maintain, empty and repair all requisite grease traps (whether interior or exterior to the Leased Premises) and lines thereto. The Tenant shall not make any exterior or structural alterations without obtaining the Landlord's prior consent, The Tenant shall also keep the sidewalks in front of the Leased Premises free of ice, and trash. Tenant shall provide for its own trash service and cause its dumpsters and/or compactors to be emptied frequently as necessary to provide a clean and odor controlled condition as is found in first class restaurants.

12. INDEMNIFICATION AND LIABILITY INSURANCE. Tenant shall save the Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property on the Leased Premises, unless caused solely by Landlord's negligence, and shall save the Landlord harmless and indemnified from all injuries, loss, claim or damage to any person or property anywhere in the Shopping Center 'Occasioned by an omission, neglect or default of the Tenant shall maintain public liability and property damage insurance covering the Leased Premises and the Shopping Center insuring the Landlord as well as the Tenant with limits at least equal to \$2,000,000.00 (single limit) as provided in comprehensive general liability forms with contractual liability endorsement attached insuring against injury to persons and damage to property to the extent provided in this 12. Tenant shall also maintain workmen's compensation insurance covering all 'of the Tenant's employees working in the Leased Premises, and shall deliver certificates for such insurance to Landlord.
13. YEILD UP. At the termination of this' Leases Tenant shall remove such of the Tenants goods and effects as are not permanently affixed to the Leased Premises and such of the alteration and additions made by Tenant as the Landlord may request and shall repair any damage by such removal, remove its signs and peaceably yield up the Leased Premises in broom clean condition. Any property not removed by the Tenant within 10 days after the termination of Lease (whether by time or otherwise) shall be deemed abandoned and the Landlord shall have the right to remove the same at the Tenant's expense, to sell it or give it away or to use it for use.
14. FIRE AND OTHER CASUALTY. If the Leased Premises are untenable because of a fire or other casualty, the Landlord shall after receipt of sufficient insurance proceeds to do so, repair or rebuild the Premises (not including the Tenant's fixtures, furnishings, floor coverings and equipment) to substantially the condition they were in immediately prior to such damage or destruction. The Tenant shall forthwith thereafter repair or replace such o fits fixtures, furniture,' furnishings, floor coverings and equipment as may have been damaged or destroyed. The Minimum Rent shall be abated or reduced proportionately during any period in which there is a substantial interference

with of the business of the Tenant until the completion of the repairs or rebuilding to be made by the Landlord. In case the building in which the Leased Premises are situated is destroyed so as to render more than 25% thereof untenable, the Landlord may, at its election, by notice in writing to the Tenant within 60 days after such destruction or damage, terminate this Lease. Tenant shall pay to Landlord its proportionate share of any premiums for insurance for fire and extended coverage.

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

16. TENANT'S DEFAULT. If any default by the Tenant continues after notice, for more than 30 days, except for payment of Minimum Rent, additional rent or other payments, in which case, said period of notice shall be 7 days; or if the Tenant makes any assignment for the benefit of creditors, commits any act of bankruptcy or files a petition under any bankruptcy or insolvency laws; or if such a petition is filed against the Tenant, or a receiver is appointed for all or part of the Tenant's assets, the Landlord may make entry and repossess the Leased Premises as of the Landlord's former estate and expel the Tenant and those claiming through or under it without being deemed guilty of any manner of trespass and, without prejudice to any other remedies and thereupon this Lease shall terminate. Upon such termination, the Landlord may remove all of the Tenants property from the Leased premises and dispose of the same or retain it for its own use". The Tenant shall indemnify Landlord during the remaining period before this Lease would otherwise expire against all loss or damage, if any, for each lease period paid at the end thereof.

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

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

17. LANDLORD'S RIGHT TO CURE DEFAULTS. The Landlord may cure, but

shall not be obligated to do so, at any time without notice, any default by the Tenant under this Lease; and whenever the Landlord so elects, all costs and expenses incurred by the Landlord, including reasonable attorney's fees, in curing a default shall be paid by the Tenant to the Landlord on demand.

18. ASSIGNMENT AND SUBLETTING. Tenant shall not assign or sublet, mortgage or otherwise encumber or dispose of this Lease or any interest therein (all of the above are referred to as "assignment") without obtaining Landlord's prior written consent. Notwithstanding Landlord's consent at the time of the assignment this Lease must be in full force and effect without any breach or default of the Tenant, the Assignee shall assume, by written recordable instrument in form and content satisfactory to Landlord, the due performance of all of Tenant's obligations under the Lease, including any accrued obligations at the time of the assignment or subletting. A copy of the assignment and the original assumption agreement (both in form and content satisfactory to Landlord) fully executed and acknowledged by the assignee, together with a certified copy of a properly executed corporate resolution authorizing each assumption agreement, shall be delivered to Landlord within 10 days prior to the effective date of such assignment. Such assignment shall be upon and subject to all the provisions, terms, covenants and, conditions of this Lease and Tenant (and any prior assignee(s)) shall continue to be and remain liable thereunder. Tenant shall pay the reasonable amount of Landlord's attorney's fees not to exceed \$1,500.00 incurred in connection with review and/or preparation of the documentation necessary for compliance with the requirements of this Section 18.

19. NOTICE. Any notice from the Landlord to the Tenant or from the Tenant to the Landlord shall be deemed duly served only if mailed by registered or certified mail or by private nationally recognized courier service (such as Federal Express or UPS) addressed to such party at the address above written or as changed by such party by written notice in accordance with this Section.

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

21. ESTOPPEL CERTIFICATES, Tenant shall, without charge, at any and from time to time hereafter, within 10 days after written request of Landlord, certify by a written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this

Lease, in accordance with its tenor as then constituted; (c) as to the existence of any default hereunder; (d) as to the existence of any offsets, counterclaims or defenses thereto on the part of Tenant; (e) as to the commencement and expiration dates of the term; and (f) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by Landlord and any other person, firm or corporation to whom the same may be exhibited or delivered; and the contents of such shall be binding on the Tenant.

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

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

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

25. DEPOSIT. Upon the execution of this Lease, the Tenant shall deposit with the Landlord \$0.00 as security for the punctual performance by the Tenant of each and every obligation of the Tenant under this Lease. In the event Landlord uses all or a portion of such deposit for Tenant's obligations, the Tenant shall forthwith replace such amount used.

26. RELOCATION OF LEASED PREMISES. The Landlord, in its sole discretion at any time and upon reasonable written notice to the Tenant, shall have the right to relocate the Leased Premise anywhere in the Shopping Center as the same may be modified, reduced or enlarged and shall provide to the Tenant, comparable space with respect to the square footage for the relocated Leased Premises. After such relocation has been completed and the Tenant has moved therein, the landlord shall give to the Tenant a rent credit 1 month

of net rent payable under Section 4, All the remaining terms and conditions of said Lease shall remain in full force and effect. Notwithstanding anything to the contrary contained herein, it is agreed that Landlord shall not relocate Tenant during the initial 5 year term of this Lease. If Landlord wishes to relocate the Tenant during any subsequent option lease terms, Landlord shall give Tenant 6 months' notice of relocation before the intended relocation date and Tenant shall have the right to terminate this lease by giving Landlord notice of exercise of this option to terminate within 5 business days of receipt of the Notice to Relocate. If the option to terminate is exercised by Tenant the termination date of the lease shall be the date of intended relocation.

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

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

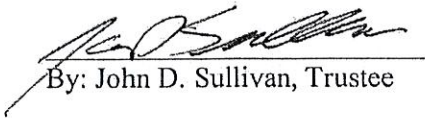
28. JURISDICTION. This lease is made within the Commonwealth of Massachusetts and shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts..

29. AMENDMENTS. This Lease may be amended or modified, from time to time. As the parties hereto shall agree, provided, however, that no amendment or modification shall be effective until evidenced by an agreement in writing signed by the Landlord and the Tenant.

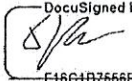
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LANDLORD

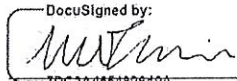
Sullivan Family Trust


By: John D. Sullivan, Trustee

TENANT:
TRAN FAMILY BUSINESS LLC

DocuSigned by:

F18G1B7556EE4GA...
By: Dao Tran
Its: Manager

ASSENT OF CURRENT TENANT
Mei Family, Inc.

DocuSigned by:

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BY:

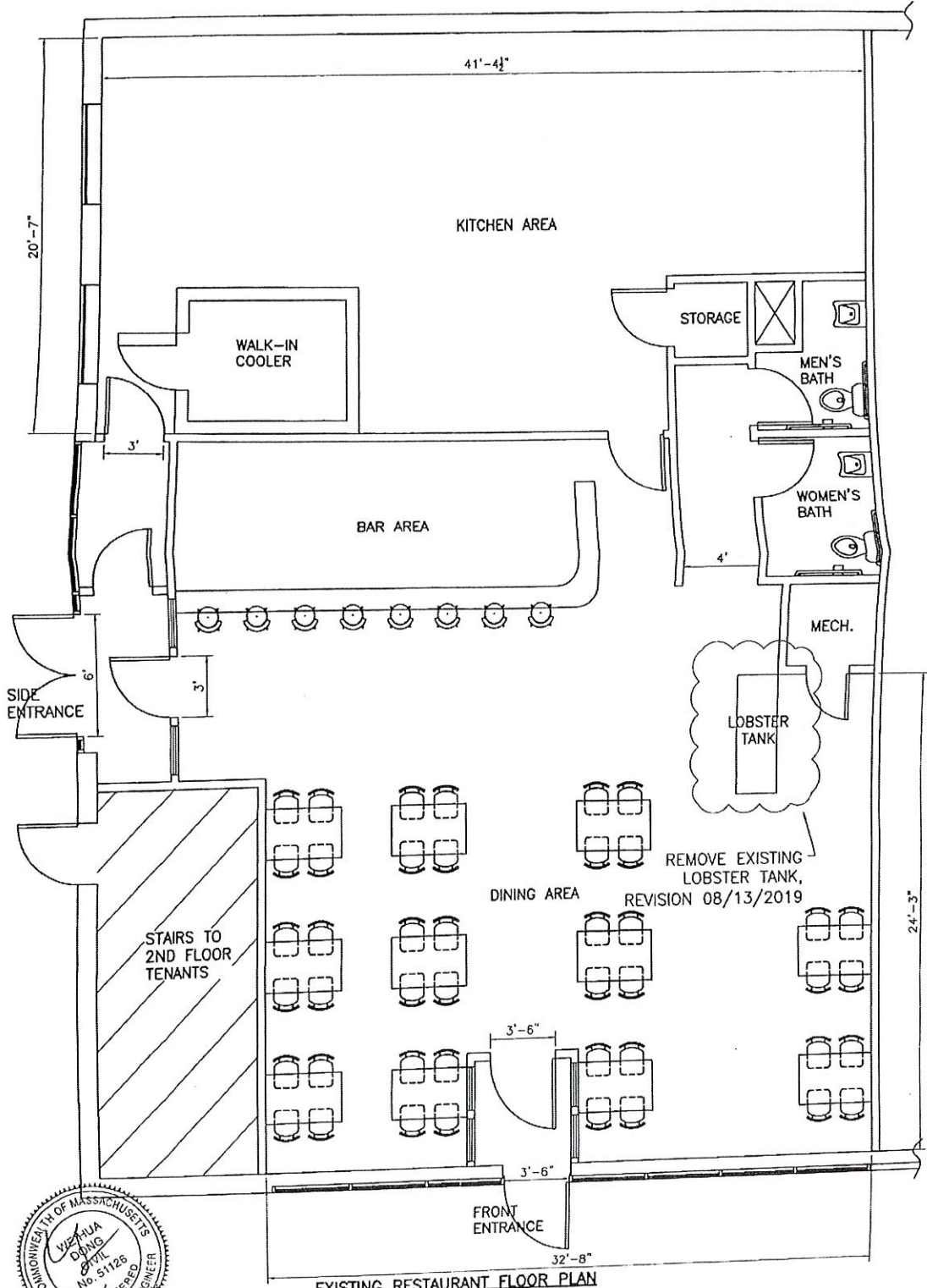
PROPOSED FULL HEIGHT WALL

ADDITIONAL ENGINEERING ANALYSIS IS REQUIRED IF THE WALLS WERE LOAD BEARING WALLS.

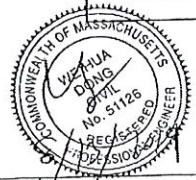
ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE COMMONWEALTH OF MASSACHUSETTS STATE BUILDING CODE AND OTHER APPLICABLE CODES.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS, METHODS, TECHNIQUES, SEQUENCING, SCHEDULING AND SAFETY FOR THIS PROJECT.

THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES BETWEEN DRAWINGS SPECIFICATIONS OR FIELD CONDITIONS TO ENGINEER IMMEDIATELY.



EXISTING RESTAURANT FLOOR PLAN
SCALE: 1/8" = 1'-0"



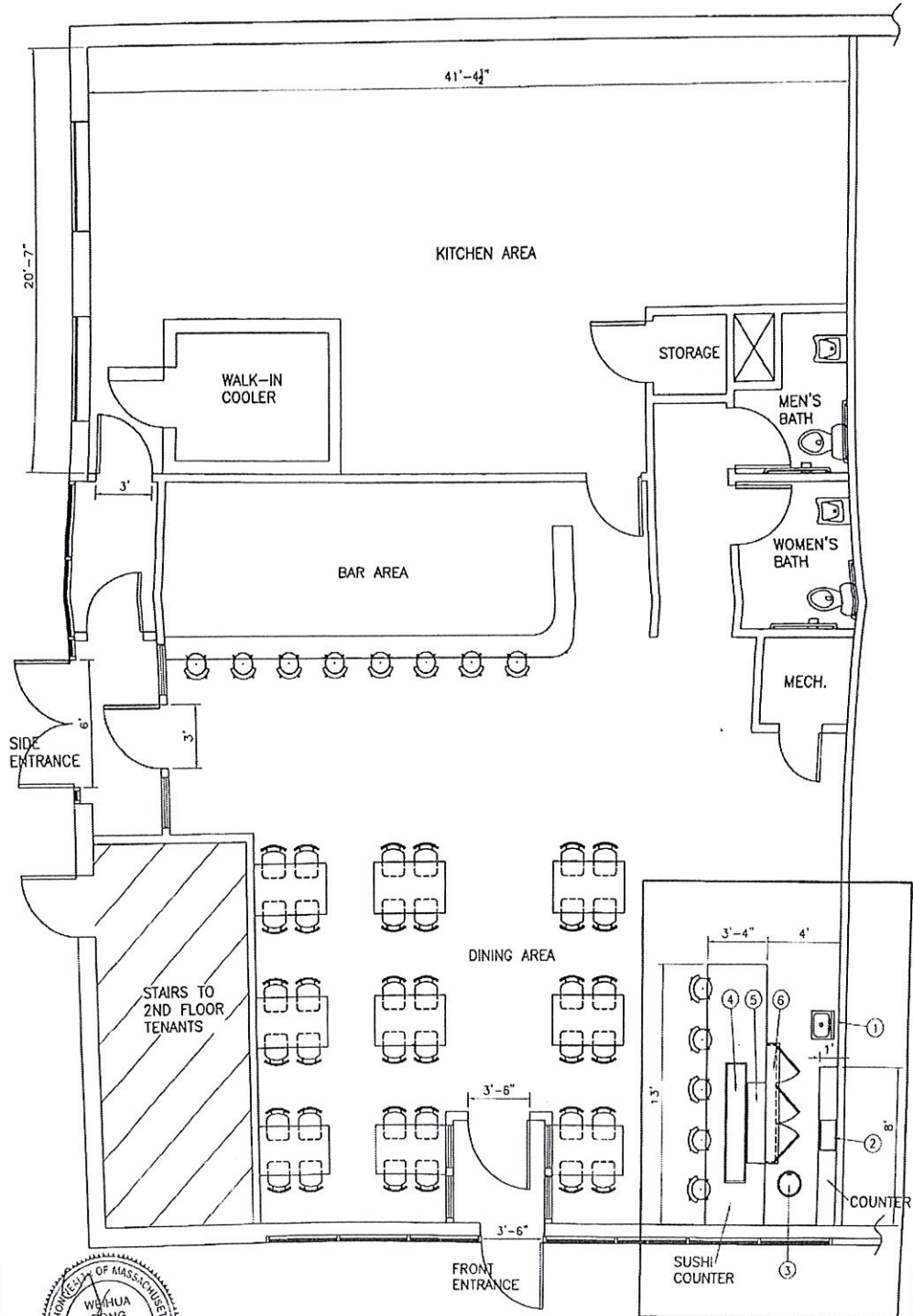
PAGE NUMBER A-1	WYD LLC 246 WALNUT STREET LYNNFIELD, MA 01940	DONG.ENGINEERING@GMAIL.COM 857-544-6477	DATE 04/10/2019	CHOPSTICKS CAFE 910 ANDOVER ST TEWKSBURY, MA 01876	REVISION 08/13/2019

PROPOSED FULL HEIGHT WALL

PROJECT DESCRIPTION: REMOVE EXISTING LOBSTER TANK, BUILD A SUSHI BAR IN EXISTING RESTAURANT, NO MODIFICATION TO OTHER PART OF THE RESTAURANT.

3. RICE WARMER
4. 72" LONG SUSHI DISPLAY CASE/REFRIGERATOR
5. SUSHI CUTTING BOARD
6. 72" LONG UNDER-COUNTER REFRIGERATOR

NOTE: EQUIPMENTS TO BE STAINLESS STEEL AND NSF APPROVED



PROPOSED RESTAURANT FLOOR PLAN
SCALE: 1/4" = 1'-0"



PAGE NUMBER A-2	PROJECT WPHONG LLC 246 WALNUT STREET LYNNFIELD, MA 01940	ENGINEER DONG.ENG@NEERING.COM 857-544-8477	DATE 04/10/2019	CLIENT CHOPSTICKS CAFE 910 ANDOVER ST TEWKSURY, MA 01876	REVISION 08/13/2019
			Handwritten note: <i>Site Copy</i>		

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied and are knowledgeable about how to serve alcohol responsibly.

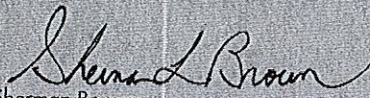
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 18078919

CARD # 21618940

ServSafe Alcohol® CERTIFICATE

DAO TRAN

NAME

1/19/2022

DATE OF EXAMINATION

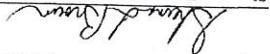
Card expires three years from the date of examination. Local laws apply.



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Executive Vice President, National Restaurant Association Solutions

Sherman Brown



This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

NOTE: You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

In Alaska you must laminate your card for it to be valid.

NATIONAL
RESTAURANT
ASSOCIATION

233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1-800-SERVSAFE
312-715-1010 In the Chicago area
ServSafe.com

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The Commonwealth of Massachusetts
 William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001555542

1. The exact name of the limited liability company is: TRAN FAMILY BUSINESS LLC

2a. Location of its principal office:

No. and Street: 910 ANDOVER STREET
 City or Town: TEWKSBURY State: MA Zip: 01876 Country: USA

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

No. and Street: 910 ANDOVER STREET
 City or Town: TEWKSBURY State: MA Zip: 01876 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
TO OPERATE A FULL SERVICE RESTAURANT WITH BAR SERVICE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: DAO TRAN
 No. and Street: 21 OVERLOOK RIDGE TERRACE, APT. 326
 City or Town: REVERE State: MA Zip: 02151 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	DAO TRAN	910 ANDOVER STREET TEWKSBURY, MA 01876 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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

Title	Individual Name <small>First, Middle, Last, Suffix</small>	Address (no PO Box) <small>Address, City or Town, State, Zip Code</small>

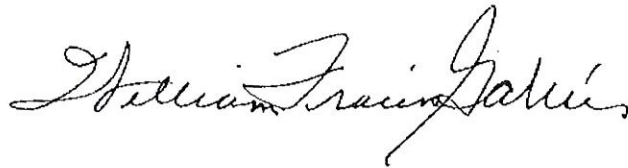
9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 12 Day of January, 2022,
RUSSELL CHIN, ESQ.
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

January 12, 2022 03:36 PM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



TOWN OF TEWKSBURY
SELECT BOARD
TOWN HALL
1009 MAIN STREET
TEWKSBURY, MA 01876

FEE: \$50.00

TO THE LICENSING AUTHORITY:

In accordance with the provisions of the Statutes relating thereto, application for a Common Victualler License is hereby made by:

Name of Establishment:

Tran Family Business LLC d/b/a Mei Wei Kitchen

Address of Establishment:

910 Andover Street, Tewksbury, MA 01876

Full Name of Person, Firm or Corporation making application:

DAO TRAN

Address:

910 Andover Street, Tewksbury, MA 01876

Street

City/Town

Zip Code

Phone Number:

8575400784

Application is for (check one)

New License

Transfer

Signature of Applicant

Printed Name

Date of Approval _____

(office use only)

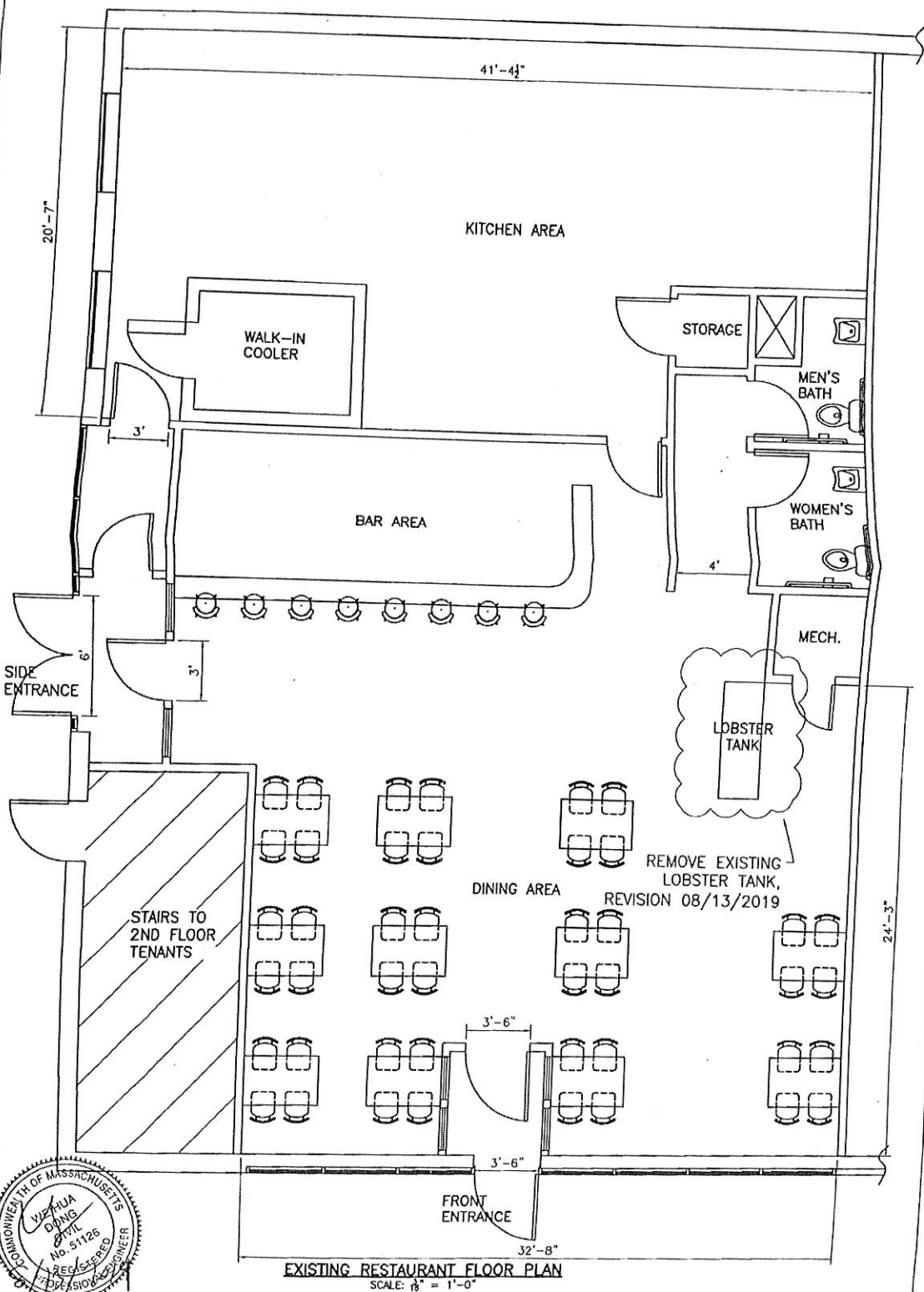
PROPOSED FULL HEIGHT WALL

ADDITIONAL ENGINEERING ANALYSIS IS REQUIRED IF THE WALLS WERE LOAD BEARING WALLS.

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE COMMONWEALTH OF MASSACHUSETTS STATE BUILDING CODE AND OTHER APPLICABLE CODES.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS, METHODS, TECHNIQUES, SEQUENCING, SCHEDULING AND SAFETY FOR THIS PROJECT.

THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES BETWEEN DRAWINGS SPECIFICATIONS OR FIELD CONDITIONS TO ENGINEER IMMEDIATELY.



EXISTING RESTAURANT FLOOR PLAN
SCALE: 1/8" = 1'-0"

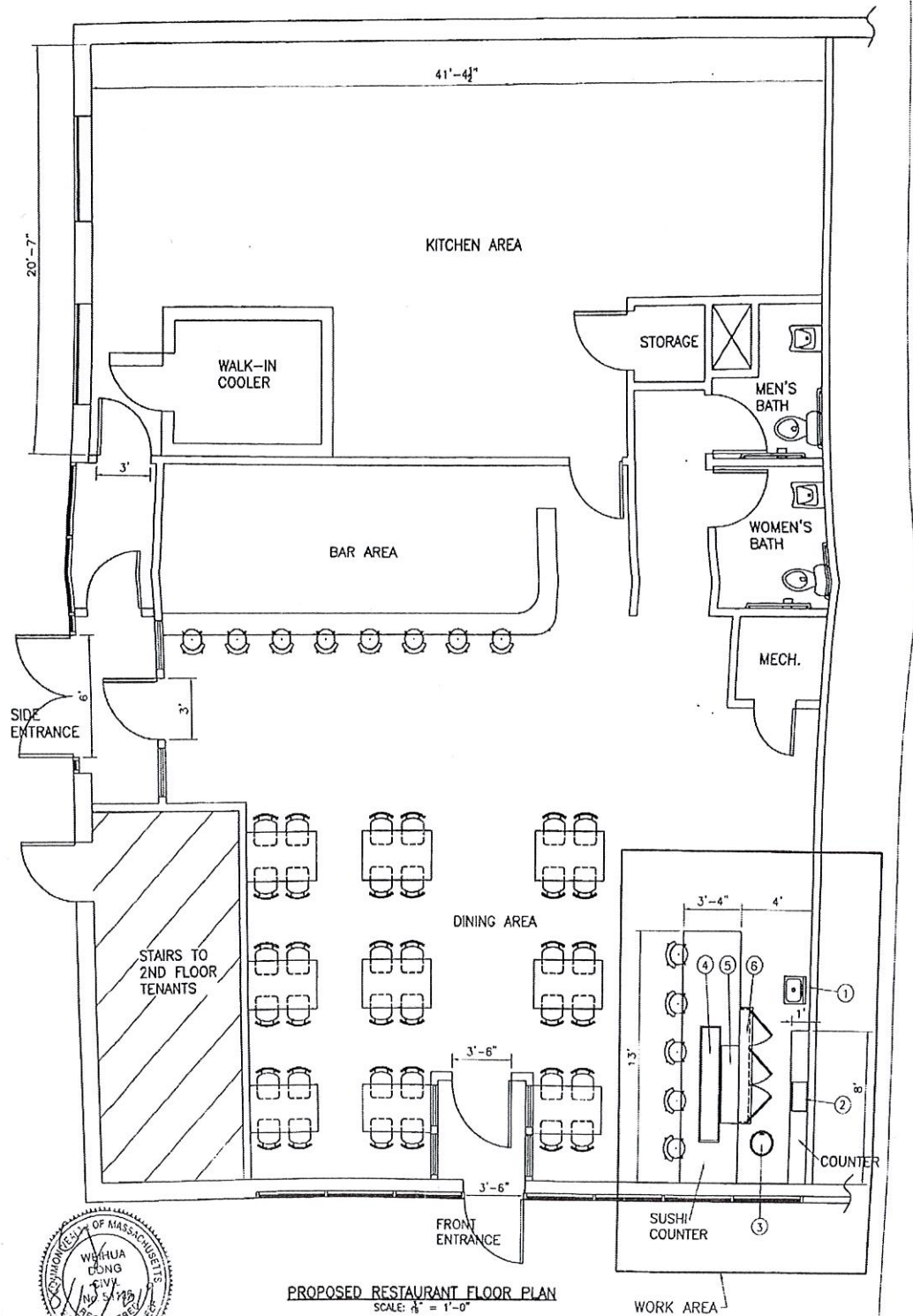


PAGE NUMBER A-1	OWNER WYD LLC 246 WALNUT STREET LYNNFIELD, MA 01940	ENGINEER DON G. ENGINEERING@GMAIL.COM 857-544-6477	DATE 04/10/2019	PROJECT CHOPSTICKS CAFE 910 ANDOVER ST TEWKSBURY, MA 01876	REVISION
					08/13/2019

- 4. 72" LONG SUSHI DISPLAY CASE/REFRIGERATOR
- 5. SUSHI CUTTING BOARD
- 6. 72" LONG UNDER-COUNTER REFRIGERATOR

PROJECT DESCRIPTION: REMOVE EXISTING LOBSTER TANK, BUILD A SUSHI BAR IN EXISTING RESTAURANT, NO MODIFICATION TO OTHER PART OF THE RESTAURANT.

NOTE: EQUIPMENTS TO BE STAINLESS STEEL AND NSF APPROVED

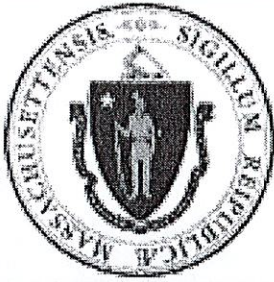


PROPOSED RESTAURANT FLOOR PLAN

SCALE: 1/4" = 1'-0"



PAGE NUMBER A-2	246 WALNUT STREET LYNNFIELD, MA 01940	DONG.ENGINEERING@GMAIL.COM 857-544-8477	DATE 04/10/2019	CHOPSTICKS CAFE 910 ANDOVER ST TEWKSBURY, MA 01876	Ste Copy	REVISION
						08/13/2019



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	DAO TRAN	910 ANDOVER STREET TEWKSBURY, MA 01876 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 12 Day of January, 2022,
RUSSELL CHIN, ESQ.**

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

January 12, 2022 03:36 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Town of Tewksbury Flag Policy

Purpose

This policy is intended to maintain the Town of Tewksbury's local government as an apolitical entity under the rules, laws, values, and ideals of the United States of America and the Commonwealth of Massachusetts.

Scope

The only flags and signs authorized to be flown or placed on Town property are the American Flag, Massachusetts State Flag, Town of Tewksbury Flag and POW/MIA Flag.

Notwithstanding anything in this Policy, the permanent flag pole on the Common shall remain dedicated to the display of the American Flag and nothing herein shall require the Board to replace the American Flag with any other flag. These Flags shall be displayed in accordance with applicable provisions of the United States Flag Code. If the Governor or other appropriate authority orders that the U.S. Flag be flown at half-staff, no other flag may be flown higher than the U.S. Flag. If ordered, flags may be lowered to comply with the U.S. Flag Code.

At the request of a department head, flags and signs not listed as authorized may be flown or placed on Town property for exceptional occasions and for a limited period of time which shall be mutually agreed upon by the department head and Town Manager. Informational signs, (including electronic signage), related to health, safety, general welfare, opening and closing information, school/town events and ceremonies may be placed on Town property at the direction of department heads without the prior approval of the Town Manager. This policy does not pertain to commonly used emblems, such as but not limited to, police, fire, ambulance, and DPW logos and/or color schemes and selections used to identify apparatus and/or facilities.



SELECT BOARD
TOWN OF TEWKSBURY
TOWN HALL, 1009 MAIN STREET
TEWKSBURY, MASSACHUSETTS 01876

JAY KELLY, CHAIR
JAYNE E. WELLMAN, VICE CHAIR
JAMES F. MACKEY, III, CLERK
TODD R. JOHNSON, ESQ.
ANNE MARIE STRONACH

TEL (978)-640-4300
FAX (978) 640-4302

September 14, 2021 – Meeting Minutes

The regular meeting was called to order by Mr. Jay Kelly, Chair at approximately 7:00 p.m. Also participating in the meeting were Ms. Jayne E. Wellman, Vice-Chair; Mr. James F. Mackey, III, Clerk; and Mr. Todd R. Johnson, Esq., Board Member.

Ms. Anne Marie Stronach, Board Member – Arrived at approximately 7:08 p.m.

Also present was Mr. Richard Montuori, Town Manager

SCHEDULED ITEMS

- 1. Liquor License Transfer and Change of Location Application from Radhe Enterprises, Inc. d/b/a Crystals General Store to EKS Corporation d/b/a Shell Food Mart (Public Hearing)**

MOTION: Vice-Chair Wellman made a motion to waive reading the public hearing notice into the record. Board Member Johnson seconded the motion.

MOTION PASSED: 4 – 0 – 0.

Mr. Parth Patel was present to speak in favor of the application.

Vice-Chair Wellman asked what was presently being sold out of the gas station. Mr. Patel replied that they were selling groceries, soda, and other general merchandise products. He said they wanted to add beer and wine to the product.

Board Member Johnson asked if the applicant had any experience with the sale of liquor. Mr. Patel replied he did and that he had never received a violation from the ABCC (Alcohol, Beverages Control Commission.)

Chair Kelly asked if there were members of the public who had questions or comments. There were none.

MOTION: Board Member Johnson made a motion to close the public hearing. Vice-Chair Wellman seconded the motion.

MOTION PASSED: 5 – 0 – 0.

MOTION: Board Member Johnson made a motion to approve the Liquor License Transfer and Change of Location Application from Radhe Enterprises, Inc. d/b/a Crystals General Store to EKS Corporation d/b/a/ Shell Food Mart. Board Member Mackey seconded the motion.

MOTION PASSED: 5 – 0 – 0.

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50 **2. *National Grid Conduit Petition #30414537 – Livingston Street (Public Hearing)**

51
52 **MOTION:** Vice-Chair Wellman made a motion to waive reading the public hearing notice into the
53 record. Board Member Johnson seconded the motion.

54
55 **MOTION PASSED: 5 – 0 – 0.**

56
57 Chair Kelly asked if there were members of the public who had questions or comments. There
58 were none.

59
60 **MOTION:** Vice-Chair Wellman made a motion to close the public hearing. Board Member Stronach
61 seconded the motion.

62
63 **MOTION PASSED: 5 – 0 – 0.**

64
65 **MOTION:** Board Member Johnson made a motion to approve National Grid Conduit Petition
66 #30414537 – Livingston Street, as presented. Board Member Stronach seconded the motion.

67
68 **MOTION PASSED: 5 – 0 – 0.**

69
70 **3. *National Grid Conduit Petition #30414537 – Grammy’s Way (Public Hearing)**

71
72 **MOTION:** Vice-Chair Wellman made a motion to waive reading the public hearing notice into the
73 record. Board Member Mackey seconded the motion.

74
75 **MOTION PASSED: 5 – 0 – 0.**

76
77 ***Recorder’s Note: There was no one present to speak on behalf of National Grid.**

78
79 Chair Kelly asked if there were members of the public who had questions or comments. There
80 were none.

81
82 **MOTION:** Vice-Chair Wellman made a motion to close the public hearing. Board Member Mackey
83 seconded the motion.

84
85 **MOTION PASSED: 5 – 0 – 0.**

86
87 **MOTION:** Vice-Chair Wellman made a motion to approve National Grid Conduit Petition
88 #30414537 – Grammy’s Way, as presented. Board Member Mackey seconded the motion.

89
90 **MOTION PASSED: 5 – 0 – 0.**

91
92 **4. Public Hearing to Lay Out Robbie Terris Way**

93
94 **MOTION:** Vice-Chair Wellman made a motion to waive reading the public hearing notice into the
95 record. Board Member Johnson seconded the motion.

96
97 **MOTION PASSED: 5 – 0 – 0.**

98
99 Chair Kelly noted that the item went before the Planning Board the prior evening and although the
100

101 Select Board was the authoritative Board the Planning Board had voted in the affirmative to accept
102 and they authorized the release of two particular bonds.

103
104 Mr. Montuori said the item had been reviewed by all of the town's departments and the Town
105 Engineer had signed off on it.

106
107 Vice-Chair Wellman asked if any of the properties located downhill from the road experienced any
108 stormwater run-off issues. Mr. Montuori replied he was not aware of any issues and felt the Town
109 Engineer would have flagged it if it was an issue.

110
111 Chair Kelly asked if there were members of the public who had questions or comments. There
112 were none.

113
114 **MOTION:** Vice-Chair Wellman made a motion to close the public hearing. Board Member Stronach
115 seconded the motion.

116
117 **MOTION PASSED: 5 – 0 – 0.**

118
119 **MOTION:** Vice-Chair Wellman made a motion to approve the layout and acceptance of Robbie
120 Terris Way. Board Member Mackey seconded the motion.

121
122 **MOTION PASSED: 5 – 0 – 0.**

123
124 **RESIDENT COMMENTS**

125
126 There were none.

127
128 **NEW BUSINESS**

129
130 **1. Joan's Farm (100 Donny Martel Way) Sewer Agreement**

131
132 Mr. Montuori said Joan's Farm was going to be sold and the sewer agreement needed to be
133 transferred to the new owner, Metropolitan Capital Group, LLC, or their nominee.

134
135 Attorney Joshua Fox, Rollins, Rollins, & Fox, P.C., was present on behalf of the applicant.

136
137 Vice-Chair Wellman asked if there was a substantive change in the sewer agreement between the
138 existing agreement and the new agreement. Mr. Montuori replied there was not.

139
140 **MOTION:** Board Member Johnson made a motion to authorize the Town Manager to execute a
141 revised sewer and water connection agreement for the aforementioned parties, subject to
142 compliance with the indemnification provisions and insurance provisions cited in §8 of the
143 agreement. Vice-Chair Wellman seconded the motion.

144
145 **MOTION PASSED: 5 – 0 – 0.**

146
147 **2. Mark C. Bertonassi, Building Commissioner Appointment to the Zoning Bylaw**
148 **Committee**

149
150 **MOTION:** Board Member Johnson made a motion to appoint Mr. Mark Bertonassi, Building
151 Commissioner, to the Zoning Bylaw Committee. Vice-Chair Wellman seconded the motion.

152

153 **MOTION PASSED 5 – 0 – 0.**

154

155 **3. Board and Committee Appointments**

156

157 **• Economic Development Committee**

158

159 **MOTION:** Vice-Chair Wellman made a motion to nominate Mr. Timothy Swett for a one-year term
160 to expire on June 30, 2022. Board Member Johnson seconded the motion.

161

162 **MOTION PASSED 5 – 0 – 0.**

163

164 **MOTION:** Board Member Mackey made a motion to nominate Ms. Danielle Corsino for a one-year
165 term to expire on June 30, 2022. Vice-Chair Wellman seconded the motion.

166

167 **MOTION PASSED 5 – 0 – 0.**

168

169 **MOTION:** Chair Kelly made a motion to nominate Mr. Mark Kratman for a one-year term to expire
170 on June 30, 2022. Vice-Chair Wellman seconded the motion.

171

172 **MOTION PASSED 5 – 0 – 0.**

173

174 **• Local Housing Partnership**

175

176 **MOTION:** Board Member Stronach made a motion to nominate Mr. Jacob Brothers for a one-year
177 term to expire on June 29, 2022. Board Member Johnson seconded the motion.

178

179 **MOTION PASSED 5 – 0 – 0.**

180

181 **• Massachusetts Cultural Council**

182

183 **MOTION:** Vice-Chair Wellman made a motion to nominate all seven people who applied for a two-
184 year term to expire on June 30, 2024. Board Member Johnson seconded the motion.

185

186 **MOTION PASSED 5 – 0 – 0.**

187

188 **• Open Space & Recreation Planning Committee**

189

190 **MOTION:** Board Member Johnson made a motion to nominate Mr. John Buckley for a one-year
191 term to expire on June 30, 2022. Board Member Stronach seconded the motion.

192

193 **MOTION PASSED 5 – 0 – 0.**

194

195 **• Public Events & Celebration Committee**

196

197 **MOTION:** Board Member Stronach made a motion to nominate Mr. Arafat Akbar for a one-year
198 term to expire on June 30, 2022. Board Member Johnson seconded the motion.

199

200 **MOTION PASSED 5 – 0 – 0.**

201

202 **MOTION:** Board Member Stronach made a motion to nominate Ms. Barbara Chappie for a one-
203 year term to expire on June 30, 2022. Vice-Chair Wellman seconded the motion.

204 **MOTION PASSED 5 – 0 – 0.**

205

206 **MOTION:** Board Member Stronach made a motion to nominate Ms. Erin Knyff for a one-year term
207 to expire on June 30, 2022. Board Member Johnson seconded the motion.

208

209 **MOTION PASSED 5 – 0 – 0.**

210

211 **MOTION:** Board Member Stronach made a motion to nominate Ms. Rene Reyer for a one-year
212 term to expire on June 30, 2022. Vice-Chair Wellman seconded the motion.

213

214 **MOTION PASSED 5 – 0 – 0.**

215

216 **MOTION:** Board Member Stronach made a motion to nominate Ms. Kara Sennott for a one-year
217 term to expire on June 30, 2022. Vice-Chair Wellman seconded the motion.

218

219 **MOTION PASSED 5 – 0 – 0.**

220

221

- **Tewksbury Beautification Committee**

222

223 **MOTION:** Vice-Chair Wellman made a motion to nominate Mr. Corey Sherbino for a one-year term
224 to expire on June 30, 2022. Board Member Johnson seconded the motion.

225

226 **MOTION PASSED 5 – 0 – 0.**

227

228 **MOTION:** Board Member Johnson made a motion to nominate Ms. Maria Sandra Schram for a
229 one-year term to expire on June 30, 2022. Board Member Stronach seconded the motion.

230

231 **MOTION PASSED 5 – 0 – 0.**

232

233 **MOTION:** Vice-Chair Wellman made a motion to nominate Ms. Ashley Lynn Turner for a one-year
234 term to expire on June 30, 2022. Board Member Johnson seconded the motion.

235

236 **MOTION PASSED 5 – 0 – 0.**

237

238

- **Tewksbury North & Trahan School Reuse Committee**

239

240 **MOTION:** Vice-Chair Wellman made a motion to nominate Ms. Kayla Biagioni-Smith to the
241 Resident-at-Large position for a one-year term to expire on June 30, 2022. Board Member Stronach
242 seconded the motion.

243

244 **MOTION PASSED 5 – 0 – 0.**

245

246

- **Zoning Board of Appeals**

247

248 **MOTION:** Vice-Chair Wellman made a motion to nominate Mr. Joseph Carey for a one-year term
249 to expire on June 30, 2022. Board Member Mackey seconded the motion.

250

251 **MOTION PASSED 5 – 0 – 0.**

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TOWN MANAGER

1. Record Access Officer Appointment Mr. Al Rego, Town Accountant

MOTION: Vice-Chair Wellman made a motion to appoint Mr. Al Rego, Town Accountant to the position of Record Access Officer. Board Member Johnson seconded the motion.

MOTION PASSED 5 – 0 – 0.

2. Town Counsel Invoice:

- **July 16, 2021 – July 31, 2021 – \$2,720.60**

MOTION: Board Member Stronach made a motion to approve the invoice from Town Counsel in the amount of \$2,720.60 for the period of July 16, 2021 – July 31, 2021. Vice-Chair Wellman seconded the motion.

MOTION PASSED 5 – 0 – 0.

- **August 1, 2021 – August 15, 2021 - \$3,017.50**

MOTION: Board Member Stronach made a motion to approve the invoice from Town Counsel in the amount of \$3,017.50 for the period of August 1, 2021 – August 15, 2021. Vice-Chair Wellman seconded the motion.

MOTION PASSED 5 – 0 – 0.

Mr. Montuori stated that the census data was out and the population in Tewksbury had increased by 2,391 people or 8.2% since 2010. He added there was an increase of 1,291 housing units or 6.8%.

Mr. Montuori said the Town Clerk would attend a future Select Board meeting regarding adding a precinct and the renumbering of the precincts.

Mr. Montuori noted the town would be flushing the hydrants over the next eight to ten weeks. He also said the town received notification that they had a maximum contaminant level increase for trihalomethanes (TTHMs). He said the threshold was 80 parts per billion and the town was at 88 parts per billion, noting the numbers were averaged over 12 months. Mr. Montuori said adjustments were made at the treatment plant and the drinking water was fine.

Mr. Montuori said the 40B project at Ames Pond the Hanover was proposing. He said Hanover submitted an application to MassHousing the previous Friday. He said the town department heads and boards were preparing their input and comments.

Vice-Chair Wellman requested that Mr. Montuori set up something on the website that would allow the public to be able to send in their comments and questions.

Chair Kelly suspended the rules to allow for public comment regarding the proposed 40B project at Ames Pond.

304 Mr. Kenneth Alley, 100 Cardigan Road, addressed the Board and asked if the application was for a
305 range of 260 to 300 units. Mr. Montuori replied the letter from MassHousing mentioned a number of
306 300 units.

307
308 Mr. Bob O'Brien, 110 Cardigan Road, addressed the Board and said there were 30 to 40 subsidized
309 housing units at the property on Jones Farm that were waived through the fee in lieu program. He
310 asked if the waiver would continue with the change of ownership.

311
312 Mr. O'Brien asked if could have a copy of the letter that Mr. Montuori received from MassHousing.
313 Mr. Montuori replied he would send the letter the following day. Mr. O'Brien asked if he could also
314 receive a copy of the comments from the town departments and boards. Mr. Montuori replied he
315 would share that information.

316
317 Ms. Karen Silva, North Street, said she thought the Zoning Bylaw Committee should be televised.

318
319 Mr. Nick Iannuzzi, 150 Cardigan Road, addressed the Board and asked if the Board had met anyone
320 that was pro apartments in Tewksbury that did not wear a hard hat to work.

321

322 MINUTES

323

324 1. March 23, 2021 – (Regular Session)

325

326 **MOTION:** Board Member Stronach made a motion to approve the minutes from March 23, 2021,
327 as presented. Vice-Chair Wellman seconded the motion.

328

329 **MOTION PASSED 3 – 0 – 2. (Abstained – Board Member Johnson & Board Member Mackey)**

330

331 2. April 28, 2021 (Regular Session)

332

333 **MOTION:** Board Member Stronach made a motion to approve the minutes from April 28, 2021, as
334 presented. Vice-Chair Wellman seconded the motion.

335

336 **MOTION PASSED 5 – 0 – 0.**

337

338 3. May 11, 2021 (Regular Session)

339

340 **MOTION:** Board Member Stronach made a motion to approve the minutes from May 11, 2021, as
341 presented. Vice-Chair Wellman seconded the motion.

342

343 **MOTION PASSED 5 – 0 – 0.**

344

345 BOARD MEMBER REPORTS

346

347 Vice-Chair Wellman

348

- 349 • NIMCOG (Northern Middlesex Council of Governments) Committee had five open
- 350 positions.
- 351 • The Rte. 38 Paving Resurfacing Project went out to bid the previous Saturday.
- 352 • Fall Town Clean-Up Day to be held on October 2nd from 9:00 a.m. to 2:00 p.m.

353

354

355 Board Member Stronach

- 356
- 357 • The Elementary School Building Committee had met on September 9th and the
 - 358 project was moving along quite well.
 - 359 • The Events Committee would meet the following Thursday at 7:00 p.m.
 - 360 • The Fall Festival would be held on September 26th from 12:00 p.m. to 5:00 p.m.

361

362 Board Member Johnson

- 363
- 364 • The Zoning Bylaw Subcommittee had met for the first time since Town Meeting
 - 365 was held in May and the committee was reconstituted to include two Planning
 - 366 Board members, two residents, himself and Board Member Mackey representing
 - 367 the Select Board, as well as the Building Commissioner.

368

369 Board Member Mackey

- 370
- 371 • There were no updates to share.

372

373 Chair Kelly

- 374
- 375 • Tewksbury North & Trahan School Reuse Committee would attend the Select
 - 376 Board's September 28th meeting to seek input.

377

378 **MOTION:** At approximately 8:31 p.m. Vice-Chair Wellman made a motion to adjourn. Board

379 Member Stronach seconded the motion.

380

381 **MOTION PASSED 5 – 0 – 0.**

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383 Approved:

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390 James F. Mackey, III, Clerk

391 Date

392

393

394 **Documents Presented and/or Discussed:**

- 395
- 396 • Liquor License Transfer & Change of Location Application from Radhe Enterprises, Inc. d/b/a
 - 397 Crystals General Store to EKS Corporation d/b/a Shell Food Mart
 - 398 • National Grid Conduit Petition #30414537 – Livingston Street
 - 399 • National Grid Conduit Petition #30414537 – Grammy's Way
 - 400 • Public Hearing to Layout Robbie Terris Way
 - 401 • Joan's Farm (100 Donny Martel Way) Sewer Agreement
 - 402 • Mark C. Bertonassi, Building Commissioner Appointment to Zoning Bylaw Committee
 - 403 • Board & Committee Appointments
 - 404 • Record Access Officer Appointment – Al Reggo, Town Accountant
 - 405 • Town Counsel Invoice: July 16, 2021 – July 31, 2021

- 406 • Town Counsel Invoice: August 1, 2021 – August 15, 2021
- 407 • Minutes: March 23rd, April 28th, & May 11th, 2022 (Regular Sessions)

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Next Selectmen Meeting Date: September 28, 2021

Trish Gedziun
Recording Secretary