TOWN OF HOPKINTON

SELECT BOARD MEETING AGENDA

Tuesday, May 18, 2021 6:00 PM

Remote Meeting

Please click the link below to join the meeting:
https://us02web.zoom.us/j/84477743743?pwd=Z28zN1BybmhXRVoreXRtaUd3bVhqZz09
Passcode: 272528
Or One tap mobile :
US: +16468769923,,84477743743# or +13017158592,,84477743743#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 646 876 9923 or +1 301 715 8592 or +1 312 626 6799 or +1 346 248 7799 or +1 408 638 0968 or +1 669 900 6833 or +1 253 215 8782
Webinar ID: 844 7774 3743
International numbers available: https://us02web.zoom.us/u/kdj54nzdfv

6:00 PM **CALL TO ORDER**

1. **EXECUTIVE SESSION**
i. Pursuant to *M.G.L*. c.30A, §21(a) (Purpose 3) to consider strategy with respect to collective bargaining relative to DPW, Police, Fire and Library Unions, and negotiations with non-union staff Town Manager, Fire Chief and Police Chief because an open meeting may have a detrimental effect on the negotiating position of the Board.
ii. To approve executive session Minutes (4/6/2021, 4/13/2021, 5/4/2021)

6:10 PM **CALL TO ORDER - OPEN SESSION**

2. **PLEDGE OF ALLEGIANCE**

6:11 PM **PUBLIC FORUM**

3. Residents are invited to share ideas, opinions or ask questions regarding Town Government.

6:20 PM **NEW EMPLOYEE INTRODUCTION**

4. The Select Board and the community will meet Kimberly Ciaramicoli, who has been appointed to the Conservation Administrator position by the Conservation Commission.
Supporting Exhibit: Resume

6:25 PM **CONSENT AGENDA**

5. i. **MINUTES** - The Select Board will consider approving the Minutes of the 4/29/2021, 5/4/2021 and 5/8/2021 meetings.

ii. **G.L. c.268A DISCLOSURE FORM REVIEW AND APPROVAL OF 20(b) EXEMPTIONS** -
1. The Select Board will review a G.L. c.268A Disclosure Form and consider approving a 20(b) exemption to allow the hiring of the Renee Cooprider, a municipal employee (School Dept.), who seeks to provide personal services to a municipal agency (Youth & Family Services Department), as a Temporary per diem Counselor. The Human Resources Department recommends the hiring of Ms. Cooprider for this position.

2. The Select Board will review G.L. c.268A Disclosure Forms and consider approving 20(b) exemptions to allow the hiring of the following municipal employees of the School Dept. who seek to provide personal services to a municipal agency (Parks & Recreation Dept.), for Seasonal Summer Sports Clinics:

- Thomas Keane- Basketball Clinic Program Director
- Jean Cann- Track & Field Clinic Program Director
- Michael Greco- Basketball Clinic Assistant Director
- Mark Sanborn- Basketball Clinic Coach
- Gregory Romanko- Basketball Clinic Coach
- Christopher Banks- Basketball Clinic Coach
- Jessica Zwillinger- Basketball Clinic Coach
- John Golden- Basketball Clinic Coach
- Chancey Gaudette- Basketball Clinic Coach
- William Collins- Basketball Clinic Coach

The Human Resources Department recommends the hiring of these individuals for the Seasonal Summer Sports Clinics.
Supporting Exhibits: Disclosure Forms

iii. **WAIVER OF BUILDING PERMIT FEES** - The Select Board will consider the request of the Hopkinton Center for the Arts (HCA), for the grant of a waiver of building permit fees for the HCA's Terry Farmhouse renovation project, as it is a Town property.

6:30 PM **PARADE PERMIT APPLICATION - HHS GRADUATING SENIOR CAR PARADE**

6. The Select Board will consider approving a Parade Permit for the Hopkinton High School Graduating Senior Car Parade on Saturday, June 5, 2021.
Supporting Exhibits: Parade Permit Application; Permitting Team Comments

6:35 PM **TRAIL COORDINATION & MANAGEMENT COMMITTEE - PRATT FARM PROPERTY**

7. The Select Board will consider discussing the the installation of trail signs and kiosks on the Pratt Farm Property. The property is under the jurisdiction of the Select Board.
Supporting Exhibit: Pratt Farm Trail Plan

6:40 PM **HOPKINTON CENTER FOR THE ARTS REQUEST FOR EXCEPTION TO LEASE ADDENDUM,**

8. **98 HAYDEN ROWE, TO PERMIT OUTDOOR ALCOHOL SERVICE AT HCA EVENTS**
The Select Board will consider a request from the Hopkinton Center for the Arts for an exception to the lease addendum which would allow alcohol service outside at HCA events. Consumption of alcohol would end one half hour prior to the end of the event.
Supporting Exhibits: Email Request; Plan showing alcohol service locations; Permitting Team Comments

6:45 PM **APPLICATIONS TO TRANSFER SECTION 15 PACKAGE STORE ALCOHOL LICENSES**

9. The Select Board will review applications for the transfer ownership, but not location, of the following Section 15 Package Store Alcohol licenses:

i. Hopkinton Friendly Services, 92 West Main St. Hopkinton - Transfer from Hopkinton Friendly Service to Global Montello Group Corp. d/b/a Mobil Mart Hopkinton.

ii. Hopkinton Wine & Spirits, 77 West main St. Hopkinton - Transfer from RKY-HPTK Corp. to Jai Shiv Om Kara Inc, d/b/a Hopkinton Wine & Spirits.
Supporting Exhibits: Applications; Permitting Team Comments

6:50 PM **2021 BOSTON MARATHON INVITATIONAL RANDOM DISTRIBUTION**

10. The Select Board will hold a public random distribution of Marathon Invitational Entries to qualified applicants for the 2021 Boston Marathon.
Supporting Exhibits:

7:00 PM **APPOINTMENTS - ELEMENTARY SCHOOL BUILDING COMMITTEE #2**

11. The Select Board will consider interviewing and appointing members of the Elementary School Building Committee #2.
Supporting Exhibits: Elementary School Building Committee #2 Membership & Charge

7:20 PM **TOWN MANAGER, POLICE CHIEF, AND FIRE CHIEF PERFORMANCE EVALUATIONS**

12. The Select Board will conduct the FY 21 annual reviews of the Town Manager, Police Chief and Fire Chief.

7:40 PM **TOWN MANAGER REPORT**

13. i. Main Street Corridor Project Update
ii. Hiring Freeze Exception- Finance Administrative Assistant and Deputy Assessor: The Select Board will consider the Town Manager's recommendation to grant a hiring freeze exception to fill the Finance Administrative Assistant and Deputy Assessor positions in the Finance Department.
Supporting Exhibit: Town Manager Report

7:45 PM **LIAISON REPORTS/BOARD INVITES**

14. Supporting Exhibits: FY 21 Liaison Assignments

7:50 PM **FUTURE BOARD AGENDA ITEMS**

15. Board members will identify future agenda items.

7:55 PM **ADJOURN**

Correspondence to Select Board

1. 8-18 Avenue E, Hopkinton - Permanent Solution with No Conditions, Revised
2. Route 90 Westbound Onramp - Permanent Solution Statement
3. Verizon Fios TV Notification

Upcoming Select Board Meetings

1. June 1, 2021
2. June 15, 2021
3. July 6, 2021

The listed matters are those reasonably anticipated by the Chair to be discussed at the meeting. Not all items may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law. Unless an agenda item is a posted public hearing, the matter may be considered earlier than the indicated time if there are last minute cancellations or other unforeseen events which cause the Board to move more quickly through the agenda.

Kimberly Ciaramicoli, CPESC

PROFILE

Wetland Scientist with ten years of experience working with federal, state, and local wetlands laws and regulations in both private and public capacities. Demonstrated track record of effectively guiding large complex development projects through municipal conservation permitting process. Ability to tactfully and ethically interface between the public, developers, and municipal officials. Previous experience successfully managing Massachusetts conservation land for a local municipality. Volunteer Conservation Commissioner for the Town of North Attleboro.

PROFESSIONAL EXPERIENCE

Assistant Conservation Administrator
City of Framingham
May 2016 – May 2019

- Reviewed permit filings, including engineering plans, for completeness, technical accuracy, and compliance with the MA Wetlands Protection Act, local bylaw, and MA Stormwater Standards.
- Drafted and issued Orders of Conditions and/or other findings of the Commission.
- Assisted in management of over 400-acres of open space owned by the Conservation Commission.
- Facilitated public meetings of the Conservation Commission; ensured compliance with the Open meeting law; and provided technical advice to Commissioners upon request.
- Managed the local Nuisance Aquatic Vegetation Management program, including budget tracking and grant acquisition.
- Worked collaboratively with the planning, building, and zoning departments on interdepartmental reviews for proposed development.
- Supervised one full time employee whose responsibilities included carrying out administrative functions of the Conservation Division.
- Performed post-permitting construction monitoring to ensure compliance with all applicable federal, state, and local permits.

Environmental Specialist
POWER Engineers, Inc.
May 2019 – Present

- Provides construction oversight and permit compliance monitoring for POWER's delivery and energy clients. Manages the field and training component of the environmental compliance and monitoring program, including mentoring junior staff.
- Drafts, coordinates, and obtains local, state, and federal environmental permits including but not limited to MA Wetlands Protection Act Notices of Intent, MEPA Environmental Notification Forms, MA DEP Water Quality Certifications and Army Corps of Engineers Pre-Construction Notification, as necessary in support of electric transmission Projects.

Environmental Scientist
Nover-Armstrong Associates, Inc.
August 2014 – May 2016

- Successful completion of over 50 peer reviews of permit filings on behalf of municipalities throughout Massachusetts. Review services were pertinent to the Massachusetts Wetlands Protection Act, the local town bylaw, and the Massachusetts Stormwater Regulations.

EDUCATION

BACHELOR OF SCIENCE, ENVIRONMENTAL SCIENCE
BACHELOR OF SCIENCE, REGIONAL PLANNING
Westfield State University
May 2012

Kimberly Ciaramicoli, CPESC

April 5, 2021

Elaine Lazarus
Assistant Town Manager
Town of Hopkinton
18 Main Street
Hopkinton, Ma 01748

Dear Ms. Lazarus:

I am writing to express my interest in the open Conservation Administrator position with the Town of Hopkinton. The combination of my professional experience and education renders me an excellent candidate for the position. My enclosed résumé details my experience, education, and professional skills. Among my qualifications are the following:

- Proven capability to carry out the technical and administrative functions of a municipal conservation department as required by local and state wetlands laws and regulations;
- Expert knowledge of the Wetlands Protection Act, M.G. L. Chapter 131 Section 40 and the Wetlands Regulations, 310 CMR 10.00;
- Effective management of public conservation lands, including budget tracking and writing successful grant applications;
- Achievement of nationally-recognized certification in Erosion and Sedimentation Control (CPESC) from Envirocert;
- Tactful and ethical interpersonal coordination among the public, developers, and municipalities;
- Wetland resource identification and boundary delineation; and
- Four years of service on the Town of North Attleboro Conservation Commission.

Given the combination of these experiences, I am confident that I have developed a diverse skill set and professional demeanor that will enable me to become an essential member of the Town of Hopkinton. I would welcome the opportunity to meet with you to learn more about this position. I appreciate your time and look forward to hearing from you soon.

Sincerely,

Kimberly Ciaramicoli

Kimberly Ciaramicoli

Memorandum

To: Norman Khumalo, Town Manager
From: Maria Casey, HR Director
Re: Youth & Family Services Counselor position; 20(B) Disclosures
Date: May 14, 2021

The purpose of this memorandum is to recommend the hiring of Renee Cooprider as a municipal employee for Youth & Family Services. Because this individual holds a position with Hopkinton Public Schools, the Town's Human Resources Department has consulted with Town Counsel. In order for this school department employee to be able to work as Y&FS Counselor, the following conditions set forth below must have been satisfied and to date have been met:

- The second position must be with a completely independent agency, department or board (in this case, Youth & Family Services.) The individual may not participate in, or have official responsibility for any of the activities of the second agency and the first agency (the School) must not regulate activities of the second agency. This condition has been satisfied.
- HR is required to advertise any position publicly. Human Resources advertised this position on April 23, 2021. Employment Applications were submitted to HR and selections made, in cooperation with Human Resources, by Dawn Alcott, Y&FS Director.
- The individual must complete a Section 20(b) Disclosure Form after Y&FS has selected the candidate. The form is included with this memo.
- The form requires certification by the Y&FS Director that no Y&FS employee is available to perform the services as part of their regular duties. It also requires the approval of the Select Board. Dawn has certified this condition on the attached 20(b) Disclosure Forms. Select Board approval is being requested for the May 18, 2021, Select Board Meeting.
- The Y&FS role must be performed outside of the regular working hours of the first position. Dawn has confirmed that the work for the Y&FS position will not be performed during regular school hours.
- The services performed in the Y&FS roles may not be part of the employee's regular duties in the School Department position. This condition has been satisfied by confirming with Dawn.
- The employee cannot be compensated in the seasonal position for more than 500 hours annually. Dawn has confirmed that hours will not exceed 500.

Once the approval of the Select Board is obtained, these forms will be filed with the Town Clerk. Based on the above information, the Human Resources Department recommends Renee Cooprider be hired for this position.

Thank you for your consideration of this matter.

DISCLOSURE BY MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(b)

	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee:	Renée Cooprider
Title/ Position	Long-term Substitute Adjustment Counselor
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	Hopkinton Public Schools
Agency Address	90 Hayden Rowe St, Hopkinton MA 01748
Office phone:	508-497-9820
Office e-mail:	hsoffice@hopkinton.k12.ma.us
	Check one: ____ **Elected** **or** ✓ **Non-elected**
Starting date as a municipal employee.	4/26/2021
BOX # 1 **Select either STATEMENT #1 or STATEMENT #2.** **Write an X beside your financial interest.**	**ELECTED MUNICIPAL EMPLOYEE** I am an **elected municipal employee**. ___ **STATEMENT #1**: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. **OR** ___ **STATEMENT #2**: I will have a new financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ____ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 **Select either STATEMENT #1 or STATEMENT #2.**	**NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE** I am a **non-elected municipal employee**. ___ **STATEMENT # 1**: I had one of the following financial interests in a contract made by a municipal agency **before** I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract. **My financial interest in a municipal contract is:**

Write an X beside your financial interest.	____ A municipal agency has a contract with me, but not an employment contract. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. -- OR -- ✓ **STATEMENT # 2**: I will have a **new** financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ✓ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
	FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
Name and address of municipal agency that made the contract	Town of Hopkinton, Youth & Family Services 18 Main Street Hopkinton MA 01748
Please put in an X to confirm these facts.	**"My Municipal Agency"** is the municipal agency that I serve as a **municipal employee**. The **"contracting agency"** is the **municipal agency that made the contract.** X My Municipal Agency is not the contracting agency. X My Municipal Agency does not regulate the activities of the contracting agency. X In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency. X The contract was made after public notice or through competitive bidding.
FILL IN THIS BOX OR THE BOX BELOW	**ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.** - Please explain what the contract is for. Temporary. Per Diem Counselor for Youth & Family Services
FILL IN THIS BOX OR THE BOX ABOVE	**ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.** - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?
What is your	- Please explain the financial interest and include the dollar amount if you know it.

financial interest In the municipal contract?	I will be compensated hourly as a Temporary per Diem municipal employee for Youth & Family Services. Hourly rate is $28/hour
Date when you acquired a financial interest	5/19/2021
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. N/A
Date when your immediate family acquired a financial interest	N/A
Write an X to confirm each statement.	**FOR A CONTRACT FOR PERSONAL SERVICES –** **Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).** I will have a contract with a municipal agency to provide personal services. X The services will be provided outside my normal working hours as a municipal employee. X The services are not required as part of my regular duties as a municipal employee. X For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	Renee Loop
Date:	5/6/2021

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Dawn Alcott-Miller
Title/ Position	Director - Youth & Family Services
Municipal Agency:	Town of Hopkinton
Agency Address:	18 main St Hopkinton, MA 01748
Office Phone:	
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	Dawn Alcott Miller
Date:	5/18/21

APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN OR TOWN COUNCIL

	INFORMATION ABOUT APPROVING BODY
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

Attach additional pages if necessary.
File disclosure, Certification and Approval with the city or town clerk.

Form revised February, 2012

Memorandum

To: Norman Khumalo, Town Manager
From: Kristin Merrill, HR Generalist
Re: Parks & Recreation Seasonal Summer Clinic Directors, Assistant Directors and Coaches; 20(B) Disclosures
Date: May 11, 2021

The purpose of this memorandum is to recommend the hire of 10 School Department employees as municipal employees for the Parks & Recreation (P&R) Department summer sports clinics. Because these individuals hold positions with Hopkinton Public Schools, the Town's Human Resources Department has consulted with Town Counsel. In order for these school department employees to be able to work as seasonal P&R summer staff, the following conditions set forth below must have been satisfied and to date have been met:

- The second job must be with a completely independent agency, department or board (in this case, Parks & Recreation.) The individual may not participate in, or have official responsibility for, any of the activities of the second agency and the first agency (the School) must not regulate activities of the second agency. This condition has been satisfied.
- P&R are required to advertise each of the seasonal positions publicly. Human Resources advertised these positions, on behalf of Parks & Recreation, on April 6, 2021. Employment Applications were submitted to HR and selections made, in cooperation with Human Resources, by the P&R Director.
- The individual must complete a Section 20(b) Disclosure Form after P&R has selected them for a seasonal position. These forms are included with this memorandum.
- The form requires certification by the P&R Director that no P&R employee is available to perform the services as part of their regular duties. It also requires the approval of the Select Board. Jay Guelfi, P&R Director, has certified this condition on the attached 20(b) Disclosure Forms. Select Board approval is being requested for the May 18, 2021, Select Board Meeting.
- The P&R role must be performed outside of the regular working hours of the first position. Jay Guelfi has confirmed that all work for the P&R positions will be performed no earlier than June 23, 2021, in accordance with the Seasonal Certification with the Division of Unemployment Assistance.
- The services performed in the P&R roles may not be part of the employee's duties in the School Department position. This condition has been satisfied by confirming with the School HR Department.
- The employee cannot be compensated in the seasonal position for more than 500 hours annually. Jay has confirmed that hours will not exceed 500.

Once the approval of the Select Board is obtained, these forms will be filed with the Town Clerk. Based on the above information, the Human Resources Department recommends the following individuals be hired for these Seasonal Summer Sports Clinics:

1. Thomas Keane - Basketball Clinic Program Director
2. Jean Cann - Track & Field Clinic Program Director
3. Michael Greco - Basketball Clinic Assistant Director
4. Mark Sanborn - Basketball Clinic Coach
5. Gregory Romanko - Basketball Clinic Coach
6. Christopher Banks - Basketball Clinic Coach
7. Jessica Zwillinger - Basketball Clinic Coach
8. John Golden - Basketball Clinic Coach
9. Chancey Gaudette - Basketball Clinic Coach
10. William Collins - Basketball Clinic Coach

Thank you for your consideration of this matter.

DISCLOSURE BY MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT AS REQUIRED BY G. L. c. 268A, § 20(b)

	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee:	Thomas V. Keane
Title/ Position	Wellness Teacher Elmwood School
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	Hopkinton Public Schools
Agency Address	14 Elm Street, Hopkinton MA 01748
Office phone:	(508) 497-9860
Office e-mail:	tkeane@hopkinton.k12.ma.us
	Check one: ___ **Elected** **or** ✓ **Non-elected**
Starting date as a municipal employee.	September 1996
BOX # 1 **Select either STATEMENT #1 or STATEMENT #2.** **Write an X beside your financial interest.**	**ELECTED MUNICIPAL EMPLOYEE** **I am an elected municipal employee.** ___ **STATEMENT #1**: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. **OR** ___ **STATEMENT #2**: I will have a new financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ____ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 **Select either STATEMENT #1 or STATEMENT #2.**	**NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE** **I am a non-elected municipal employee.** ___ **STATEMENT # 1**: I had one of the following financial interests in a contract made by a municipal agency before I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract. **My financial interest in a municipal contract is:**

Write an X beside your financial interest.	____ A municipal agency has a contract with me, but not an employment contract. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. -- OR -- X **STATEMENT # 2:** I will have a new financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** X I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
	FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
Name and address of municipal agency that made the contract	Town of Hopkinton Parks and Recreation Department 85 ~~Main Street~~ Hopkinton MA 01748 ~~Walcott St~~
Please put in an X to confirm these facts.	**"My Municipal Agency"** is the municipal agency that I serve as a municipal employee. The **"contracting agency"** is the municipal agency that made the contract. X My Municipal Agency is not the contracting agency. X My Municipal Agency does not regulate the activities of the contracting agency. X In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency. X The contract was made after public notice or through competitive bidding.
FILL IN THIS BOX OR THE BOX BELOW	**ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.** - Please explain what the contract is for. Parks and Rec Summer Sports Clinic Director of Basketball
FILL IN THIS BOX OR THE BOX ABOVE	**ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.** - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?
What is your	- Please explain the financial interest and include the dollar amount if you know it.

financial interest in the municipal contract?	Will be compensated hourly as a seasonal municipal employee for Parks and Rec. Hourly range for this position is $38.48 - $43.55
Date when you acquired a financial interest	6/1/2021
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it.
Date when your immediate family acquired a financial interest	
Write an X to confirm each statement.	**FOR A CONTRACT FOR PERSONAL SERVICES –** **Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).** I will have a contract with a municipal agency to provide personal services. X The services will be provided outside my normal working hours as a municipal employee. X The services are not required as part of my regular duties as a municipal employee. X For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	Thomas V. Kane
Date:	5/1/21

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Jay Guelfi
Title/ Position	Director of Hopkinton Parks and Recreation
Municipal Agency:	Town of Hopkinton Parks and Recreation
Agency Address:	6 Walcott St. Hopkinton, MA 01748
Office Phone:	508-497-9750
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	JG
Date:	5/6/21

APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN OR TOWN COUNCIL

	INFORMATION ABOUT APPROVING BODY
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

Attach additional pages if necessary.
File disclosure, Certification and Approval with the city or town clerk.

Form revised February, 2012

DISCLOSURE BY MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(b)

	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee	Jean Cann
Title/ Position	Head Coach Hopkinton HS girls cross country & track & field
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	Hopkinton Public Schools
Agency Address	89 Hayden Rowe St Hopkinton, MA 01748
Office phone:	508-497-9820
Office e-mail:	hsoffice@hopkinton.k12.ma.us
	Check one: ___ **Elected** **or** ✓ **Non-elected**
Starting date as a municipal employee.	August 2017
BOX # 1 **Select either STATEMENT #1 or STATEMENT #2.** **Write an X beside your financial interest.**	**ELECTED MUNICIPAL EMPLOYEE** I am an **elected municipal employee.** ___ **STATEMENT #1**: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. **OR** ___ **STATEMENT #2** I will have a new financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ____ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 **Select either STATEMENT #1 or STATEMENT #2.**	**NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE** I am a **non-elected municipal employee.** ___ **STATEMENT # 1** I had one of the following financial interests in a contract made by a municipal agency **before** I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract. **My financial interest in a municipal contract is:**

Write an X beside your financial interest.	____ A municipal agency has a contract with me, but not an employment contract. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. **– OR –** ✓ **STATEMENT # 2** I will have a new financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is.** ✓ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
	FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
Name and address of municipal agency that made the contract	Town of Hopkinton Parks & Rec Dept 85 Main St Hopkinton, MA 01748
Please put in an X to confirm these facts.	**"My Municipal Agency"** is the municipal agency that I serve as a **municipal employee.** The **"contracting agency"** is the **municipal agency that made the contract.** ✓ My Municipal Agency is not the contracting agency. ✓ My Municipal Agency does not regulate the activities of the contracting agency. ✓ In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency. ✓ The contract was made after public notice or through competitive bidding.
FILL IN THIS BOX OR THE BOX BELOW	**ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.** - Please explain what the contract is for. Hopkinton Parks & Rec Summer Track & Field Program Director
FILL IN THIS BOX OR THE BOX ABOVE	**ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.** - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?
What is your	- Please explain the financial interest and include the dollar amount if you know it.

financial interest in the municipal contract?	Will be compensated hourly as a seasonal municipal employee for Hopkinton Parks & Rec. Hourly rate for this position is $38.48 - $43.55
Date when you acquired a financial interest	6/1/2021
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it.
Date when your immediate family acquired a financial interest	
Write an X to confirm each statement.	**FOR A CONTRACT FOR PERSONAL SERVICES –** **Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).** I will have a contract with a municipal agency to provide personal services. ✓ The services will be provided outside my normal working hours as a municipal employee. ✓ The services are not required as part of my regular duties as a municipal employee. ✓ For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	[signature]
Date.	5/5/2021

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT – File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Jay Guelfi
Title/ Position	Director of Hopkinton Parks and Recreation
Municipal Agency:	Town of Hopkinton Parks and Recreation
Agency Address:	6 Walcott St. Hopkinton, MA 01748
Office Phone:	508-497-9750
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	
Date:	5/6/2021

APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN OR TOWN COUNCIL

	INFORMATION ABOUT APPROVING BODY
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

Attach additional pages if necessary.
File disclosure, Certification and Approval with the city or town clerk.

Form revised February, 2012

DISCLOSURE BY MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT AS REQUIRED BY G. L. c. 268A, § 20(b)

	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee:	MICHAEL GRECO
Title/ Position	HOPKINTON HIGH SCHOOL / TEACHER
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	HOPKINTON PUBLIC SCHOOLS
Agency Address	90 HAYDEN ROWE ST. HOPKINTON, MA 01748
Office phone:	508-497-9820
Office e-mail:	mgreco@hopkinton.k12.ma.us
	Check one: ____ **Elected** **or** X **Non-elected**
Starting date as a municipal employee.	8/31/2004
BOX # 1 **Select either STATEMENT #1 or STATEMENT #2.** **Write an X beside your financial interest.**	**ELECTED MUNICIPAL EMPLOYEE** I am an **elected municipal employee.** ___ **STATEMENT #1**: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. **OR** ___ **STATEMENT #2**: I will have a new financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ____ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 **Select either STATEMENT #1 or STATEMENT #2.**	**NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE** I am a **non-elected municipal employee.** ___ **STATEMENT # 1**: I had one of the following financial interests in a contract made by a municipal agency **before** I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract.

Write an X beside your financial interest.	**My financial interest in a municipal contract is:** ____ A municipal agency has a contract with me, but not an employment contract. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. **-- OR --** _X_ **STATEMENT # 2**: I will have a **new** financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** _X_ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
	FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
Name and address of municipal agency that made the contract	TOWN OF HOPKINTON PARKS + RECREATION DEPT 85 MAIN ST. HOPKINTON, MA 01748
Please put in an X to confirm these facts.	**"My Municipal Agency"** is the municipal agency that I serve as a **municipal employee**. The **"contracting agency"** is the **municipal agency that made the contract.** _X_ My Municipal Agency is not the contracting agency. _X_ My Municipal Agency does not regulate the activities of the contracting agency. _X_ In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency. _X_ The contract was made after public notice or through competitive bidding.
FILL IN THIS BOX OR THE BOX BELOW	**ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.** - Please explain what the contract is for. PARKS + RECREATION SPORTS CLINIC BASKETBALL CLINIC ASSISTANT DIRECTOR
FILL IN THIS BOX OR THE BOX ABOVE	**ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.** - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?

What is your financial interest In the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it. WILL BE COMPENSATED HOURLY AS A SEASONAL MUNICIPAL EMPLOYEE FOR PARKS + REC. HOURLY RANGE FOR THIS POSITION IS $28.18 - $33.25
Date when you acquired a financial interest	6/1/2021
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it.
Date when your immediate family acquired a financial interest	
Write an X to confirm each statement.	**FOR A CONTRACT FOR PERSONAL SERVICES –** **Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).** I will have a contract with a municipal agency to provide personal services. X The services will be provided outside my normal working hours as a municipal employee. X The services are not required as part of my regular duties as a municipal employee. X For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	
Date:	5/2/2021

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Jay Guelfi
Title/ Position	Director of Hopkinton Parks and Recreation
Municipal Agency:	Town of Hopkinton Parks and Recreation
Agency Address:	6 Walcott St. Hopkinton, MA 01748
Office Phone:	508-497-9750
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	
Date:	5/6/21

APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN OR TOWN COUNCIL

	INFORMATION ABOUT APPROVING BODY
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

Attach additional pages if necessary.
File disclosure, Certification and Approval with the city or town clerk.

Form revised February, 2012

DISCLOSURE BY MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT AS REQUIRED BY G. L. c. 268A, § 20(b)

	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee:	Mark Sanborn
Title/ Position	Wellness Teacher / Hopkinton High School
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization. /
Agency/ Department	Hopkinton Public Schools
Agency Address	90 Hayden Rowe
Office phone:	508-497-9820
Office e-mail:	msanborn@hopkinton.k12.ma.us
	Check one: ___ **Elected** **or** ✓ **Non-elected**
Starting date as a municipal employee.	August 2014
BOX # 1 **Select either STATEMENT #1 or STATEMENT #2.** **Write an X beside your financial interest.**	**ELECTED MUNICIPAL EMPLOYEE** I am an **elected municipal employee.** ___ **STATEMENT #1**: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. **OR** ___ **STATEMENT #2**: I will have a new financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ___ I have a non-elected, compensated municipal employee position. ___ A municipal agency has a contract with me. ___ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ___ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 **Select either STATEMENT #1 or STATEMENT #2.**	**NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE** I am a **non-elected municipal employee.** ___ **STATEMENT # 1**: I had one of the following financial interests in a contract made by a municipal agency **before** I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract. **My financial interest in a municipal contract is:**

Write an X beside your financial interest.	____ A municipal agency has a contract with me, but not an employment contract. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. **– OR –** ✓ **STATEMENT # 2**: I will have a new financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ✓ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
	FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
Name and address of municipal agency that made the contract	
Please put in an X to confirm these facts.	**"My Municipal Agency"** is the municipal agency that I serve as a **municipal employee**. The **"contracting agency"** is the **municipal agency that made the contract.** X My Municipal Agency is not the contracting agency. X My Municipal Agency does not regulate the activities of the contracting agency. X In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency. X The contract was made after public notice or through competitive bidding.
FILL IN THIS BOX OR THE BOX BELOW	**ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.** • Please explain what the contract is for. Parks + Rec Summer Sports Clinic Basketball Coach
FILL IN THIS BOX OR THE BOX ABOVE	**ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.** • Please identify the person or entity that has the contract with the municipal agency. • What is your relationship to the person or entity? • What is the contract for?
What is your	• Please explain the financial interest and include the dollar amount if you know it.

financial interest in the municipal contract?	Will be compensated hourly as a seasonal municipal employee for Parks + Rec Hourly wage for this position is $21.05 - $26.12
Date when you acquired a financial interest	6/1/2021
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it.
Date when your immediate family acquired a financial interest	
Write an X to confirm each statement.	**FOR A CONTRACT FOR PERSONAL SERVICES –** **Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).** I will have a contract with a municipal agency to provide personal services. ___ The services will be provided outside my normal working hours as a municipal employee. ___ The services are not required as part of my regular duties as a municipal employee. ___ For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	
Date:	5/4/21

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT – File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Jay Guelfi
Title/ Position	Director of Hopkinton Parks and Recreation
Municipal Agency:	Town of Hopkinton Parks and Recreation
Agency Address:	6 Walcott St. Hopkinton, MA 01748
Office Phone:	508-497-9750
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	
Date:	5/6/2021

APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN OR TOWN COUNCIL

	INFORMATION ABOUT APPROVING BODY
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

Attach additional pages if necessary.
File disclosure, Certification and Approval with the city or town clerk.

Form revised February, 2012

DISCLOSURE BY MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT AS REQUIRED BY G. L. c. 268A, § 20(b)

	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee:	Gregory Romanko
Title/ Position	Wellness Teacher
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	Hopkinton Public Schools
Agency Address	14 Elm St, Hopkinton, MA 01748
Office phone:	508 497-9860
Office e-mail:	gromanko@hopkinton.k12.ma.us
	Check one: ___ **Elected** **or** ✓ **Non-elected**
Starting date as a municipal employee.	
BOX # 1 **Select either STATEMENT #1 or STATEMENT #2.** **Write an X beside your financial interest.**	**ELECTED MUNICIPAL EMPLOYEE** I am an **elected municipal employee.** ___ **STATEMENT #1**: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. **OR** ___ **STATEMENT #2**: I will have a new financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ___ I have a non-elected, compensated municipal employee position. ___ A municipal agency has a contract with me. ___ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ___ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 **Select either STATEMENT #1 or STATEMENT #2.**	**NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE** I am a **non-elected municipal employee.** ___ **STATEMENT # 1**: I had one of the following financial interests in a contract made by a municipal agency **before** I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract. **My financial interest in a municipal contract is:**

Write an X beside your financial interest.	____ A municipal agency has a contract with me, but not an employment contract. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. -- OR -- ✓ **STATEMENT # 2:** I will have a **new** financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ✓ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
	FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
Name and address of municipal agency that made the contract	Town of Hopkinton Parks & Recreation Department 85 main st Hopkinton, MA
Please put in an X to confirm these facts.	**"My Municipal Agency"** is the municipal agency that I serve as a **municipal employee.** The **"contracting agency"** is the **municipal agency that made the contract.** X My Municipal Agency is not the contracting agency. X My Municipal Agency does not regulate the activities of the contracting agency. X In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency. X The contract was made after public notice or through competitive bidding.
FILL IN THIS BOX OR THE BOX BELOW	**ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.** - Please explain what the contract is for. Parks & Rec summer sports clinic summer camp coach
FILL IN THIS BOX OR THE BOX ABOVE	**ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.** - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?
What is your	- Please explain the financial interest and include the dollar amount if you know it.

financial interest In the municipal contract?	Will be compensated hourly as a seasonal municipal employee for Parks & Rec Hourly range is $21.05 - 26.12
Date when you acquired a financial interest	07/12/2021
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it.
Date when your immediate family acquired a financial interest	
Write an X to confirm each statement.	**FOR A CONTRACT FOR PERSONAL SERVICES –** **Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).** I will have a contract with a municipal agency to provide personal services. X The services will be provided outside my normal working hours as a municipal employee. X The services are not required as part of my regular duties as a municipal employee. X For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	
Date:	05/03/21

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Jay Guelfi
Title/ Position	Director of Hopkinton Parks and Recreation
Municipal Agency:	Town of Hopkinton Parks and Recreation
Agency Address:	6 Walcott St. Hopkinton, MA 01748
Office Phone:	508-497-9750
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	
Date:	5/6/21

APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN OR TOWN COUNCIL

	INFORMATION ABOUT APPROVING BODY
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

Attach additional pages if necessary.
File disclosure, Certification and Approval with the city or town clerk.

Form revised February, 2012

DISCLOSURE BY MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT AS REQUIRED BY G. L. c. 268A, § 20(b)

	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee:	Christopher Banks
Title/ Position	Coach
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	Hopkinton Public Schools
Agency Address	90 Hayden Rowe St Hopkinton, MA 01748
Office phone:	508-497-9820
Office e-mail:	c.banks@hopkinton.k12.MA.US
	Check one: ___ **Elected** **or** ✓ **Non-elected**
Starting date as a municipal employee.	10/1/15
BOX # 1 **Select either STATEMENT #1 or STATEMENT #2.** **Write an X beside your financial interest.**	**ELECTED MUNICIPAL EMPLOYEE** I am an **elected municipal employee.** ___ **STATEMENT #1**: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. **OR** ___ **STATEMENT #2**: I will have a new financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ____ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 **Select either STATEMENT #1 or STATEMENT #2.**	**NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE** I am a **non-elected municipal employee.** ___ **STATEMENT # 1**: I had one of the following financial interests in a contract made by a municipal agency **before** I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract. **My financial interest in a municipal contract is:**

Write an X beside your financial interest.	____ A municipal agency has a contract with me, but not an employment contract. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. -- OR -- __✓__ **STATEMENT # 2**: I will have a **new** financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** __✓__ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
	FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
Name and address of municipal agency that made the contract	Town of Hopkinton Parks & Rec dept. 85 Main St Hopkinton, MA 01748
Please put in an X to confirm these facts.	**"My Municipal Agency"** is the municipal agency that **I** serve as a **municipal employee.** The **"contracting agency"** is the **municipal agency that made the contract.** __X__ My Municipal Agency is not the contracting agency. __X__ My Municipal Agency does not regulate the activities of the contracting agency. __X__ In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency. __X__ The contract was made after public notice or through competitive bidding.
FILL IN THIS BOX OR THE BOX BELOW	**ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.** - Please explain what the contract is for. Parks & Rec Summer Sports Clinic Coach
FILL IN THIS BOX OR THE BOX ABOVE	**ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.** - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?
What is your	- Please explain the financial interest and include the dollar amount if you know it.

financial interest In the municipal contract?	will be compensated hourly as a seasonal municipal employee for Parks & Rec. Hourly range for this position is $21.05-$26.12
Date when you acquired a financial interest	6/1/2021
What is the financial interest of your immediate family?	- Please explain the financial interest and Include the dollar amount if you know it.
Date when your immediate family acquired a financial interest	
Write an X to confirm each statement.	**FOR A CONTRACT FOR PERSONAL SERVICES –** **Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).** I will have a contract with a municipal agency to provide personal services. X The services will be provided outside my normal working hours as a municipal employee. X The services are not required as part of my regular duties as a municipal employee. X For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	[signature]
Date:	5/4/21

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Jay Guelfi
Title/ Position	Director of Hopkinton Parks and Recreation
Municipal Agency:	Town of Hopkinton Parks and Recreation
Agency Address:	6 Walcott St. Hopkinton, MA 01748
Office Phone:	508-497-9750
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	
Date:	5/6/21

APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN OR TOWN COUNCIL

	INFORMATION ABOUT APPROVING BODY
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

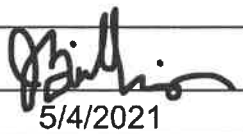
Attach additional pages if necessary.
File disclosure, Certification and Approval with the city or town clerk.

Form revised February, 2012

DISCLOSURE BY MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(b)

	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee:	Jessica Zwillinger
Title/ Position	Teacher, HMS
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	Hopkinton Public Schools
Agency Address	88 Hayden Rowe, Hopkinton MA 01748
Office phone:	
Office e-mail:	Jessica.Zwillinger@gmail.com
	Check one: ____ **Elected** **or** ✓ **Non-elected**
Starting date as a municipal employee.	September 1, 2012
BOX # 1 **Select either STATEMENT #1 or STATEMENT #2.** **Write an X beside your financial interest.**	**ELECTED MUNICIPAL EMPLOYEE** I am an **elected municipal employee**. ___ **STATEMENT #1**: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. **OR** ___ **STATEMENT #2**: I will have a new financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ____ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 **Select either STATEMENT #1 or STATEMENT #2.**	**NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE** I am a **non-elected municipal employee**. ___ **STATEMENT # 1**: I had one of the following financial interests in a contract made by a municipal agency **before** I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract. **My financial interest in a municipal contract is:**

Write an X beside your financial interest.	____ A municipal agency has a contract with me, but not an employment contract. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. **-- OR --** ✓ **STATEMENT # 2**: I will have a **new** financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ✓ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
	FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
Name and address of municipal agency that made the contract	Town of Hopkinton Parks and Recreation Dept. 6 Walcott St Hopkinton, MA 01748
Please put in an X to confirm these facts.	**"My Municipal Agency"** is the municipal agency that I serve as a **municipal employee**. The **"contracting agency"** is the **municipal agency that made the contract.** ✓ My Municipal Agency is not the contracting agency. ✓ My Municipal Agency does not regulate the activities of the contracting agency. ✓ In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency. ✓ The contract was made after public notice or through competitive bidding.
FILL IN THIS BOX OR THE BOX BELOW	**ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.** - Please explain what the contract is for. Parks and Rec Summer Sports Clinic Girls Basketball Coach
FILL IN THIS BOX OR THE BOX ABOVE	**ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.** - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?
What is your financial interest	- Please explain the financial interest and include the dollar amount if you know it.

In the municipal contract?	Will be compensated hourly as a seasonal municipal employee for Parks and Recreation. Hourly rate for this position is $21.05-$26.05/hr.
Date when you acquired a financial interest	06/28/2021
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it.
Date when your immediate family acquired a financial interest	
Write an X to confirm each statement.	**FOR A CONTRACT FOR PERSONAL SERVICES –** **Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).** I will have a contract with a municipal agency to provide personal services. ✓ The services will be provided outside my normal working hours as a municipal employee. ✓ The services are not required as part of my regular duties as a municipal employee. ✓ For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	
Date:	5/4/2021

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Jay Guelfi
Title/ Position	Director of Hopkinton Parks and Recreation
Municipal Agency:	Town of Hopkinton Parks and Recreation
Agency Address:	6 Walcott St. Hopkinton, MA 01748
Office Phone:	508-497-9750
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	
Date:	5/6/21

APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN OR TOWN COUNCIL

	INFORMATION ABOUT APPROVING BODY
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

Attach additional pages if necessary.
File disclosure, Certification and Approval with the city or town clerk.

Form revised February, 2012

DISCLOSURE BY MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT AS REQUIRED BY G. L. c. 268A, § 20(b)

	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee:	JOHN GOLDEN
Title/ Position	SPECIAL EDUCATION TEACHER - HOPKINTON HIGH SCHOOL
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	HOPKINTON PUBLIC SCHOOLS
Agency Address	90 HAYDEN ROWE ST. HOPKINTON, MA 01748
Office phone:	(508) 497-9820
Office e-mail:	jgolden@hopkinton.k12.ma.us
	Check one: ___ **Elected** **or** X **Non-elected**
Starting date as a municipal employee.	9/1/99
BOX # 1 **Select either STATEMENT #1 or STATEMENT #2.** **Write an X beside your financial interest.**	**ELECTED MUNICIPAL EMPLOYEE** I am an **elected municipal employee**. ___ **STATEMENT #1**: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. **OR** ___ **STATEMENT #2**: I will have a new financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ____ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 **Select either STATEMENT #1 or STATEMENT #2.**	**NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE** I am a **non-elected municipal employee**. ___ **STATEMENT # 1**: I had one of the following financial interests in a contract made by a municipal agency **before** I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract. **My financial interest in a municipal contract is:**

Write an X beside your financial interest.	____ A municipal agency has a contract with me, but not an employment contract. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. -- OR -- X **STATEMENT # 2**: I will have a **new** financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** X I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
	FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
Name and address of municipal agency that made the contract	TOWN OF HOLKITON - PARKS + RECREATION DEPARTMENT 6 WALCOTT ST. HOLKITON, MA 01748
Please put in an X to confirm these facts.	**"My Municipal Agency"** is the municipal agency that I serve as a **municipal employee.** The **"contracting agency"** is the **municipal agency that made the contract.** X My Municipal Agency is not the contracting agency. X My Municipal Agency does not regulate the activities of the contracting agency. X In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency. X The contract was made after public notice or through competitive bidding.
FILL IN THIS BOX OR THE BOX BELOW	**ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.** - Please explain what the contract is for. PARKS + RECREATION SUMMER SPORTS CLINIC (BASKETBALL COACH)
FILL IN THIS BOX OR THE BOX ABOVE	**ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.** - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?
What is your	- Please explain the financial interest and include the dollar amount if you know it.

financial interest In the municipal contract?	WILL BE COMPENSATED HOURLY AS A SEASONAL MUNICIPAL EMPLOYEE FOR PARKS + REC. HOURLY RATES FOR THIS POSITION IS $21.05 - $26.12
Date when you acquired a financial interest	6/1/2021
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it.
Date when your immediate family acquired a financial interest	
Write an X to confirm each statement.	**FOR A CONTRACT FOR PERSONAL SERVICES –** **Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).** I will have a contract with a municipal agency to provide personal services. X The services will be provided outside my normal working hours as a municipal employee. X The services are not required as part of my regular duties as a municipal employee. X For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	
Date:	5/3/21

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Jay Guelfi
Title/ Position	Director of Hopkinton Parks and Recreation
Municipal Agency:	Town of Hopkinton Parks and Recreation
Agency Address:	6 Walcott St. Hopkinton, MA 01748
Office Phone:	508-497-9750
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	
Date:	5/6/21

APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN OR TOWN COUNCIL

	INFORMATION ABOUT APPROVING BODY
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

Attach additional pages if necessary.
File disclosure, Certification and Approval with the city or town clerk.

Form revised February, 2012

DISCLOSURE BY MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(b)

	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee:	Chaney Gaudette
Title/ Position	ABA Para / JV Girls basketball coach/middle School Football Coach
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	Hopkinton Public Schools
Agency Address	90 Hayden Rowe
Office phone:	
Office e-mail:	Cgaudette@hopkinton.k12.ma.us
	Check one: ___ **Elected** **or** ✓ **Non-elected**
Starting date as a municipal employee.	8/25/20
BOX # 1 **Select either STATEMENT #1 or STATEMENT #2.** **Write an X beside your financial interest.**	**ELECTED MUNICIPAL EMPLOYEE** I am an **elected municipal employee.** ___ **STATEMENT #1**: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. **OR** ___ **STATEMENT #2**: I will have a new financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ____ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 **Select either STATEMENT #1 or STATEMENT #2.**	**NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE** I am a **non-elected municipal employee.** ___ **STATEMENT # 1**: I had one of the following financial interests in a contract made by a municipal agency **before** I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract. **My financial interest in a municipal contract is:**

Write an X beside your financial interest.	____ A municipal agency has a contract with me, but not an employment contract. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. **-- OR --** ✓ **STATEMENT # 2**: I will have a **new** financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ✓ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
	FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
Name and address of municipal agency that made the contract	Town of Hopkinton Parks + Recreation Department 6 Walcott St. Hopkinton MA 01748
Please put in an X to confirm these facts.	**"My Municipal Agency"** is the municipal agency that I serve as a **municipal employee**. The **"contracting agency" is the municipal agency that made the contract.** ✓ My Municipal Agency is not the contracting agency. ✓ My Municipal Agency does not regulate the activities of the contracting agency. ✓ In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency. ✓ The contract was made after public notice or through competitive bidding.
FILL IN THIS BOX OR THE BOX BELOW	**ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.** - Please explain what the contract is for. Parks & Recreation Summer Sports Clinic Coach
FILL IN THIS BOX OR THE BOX ABOVE	**ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.** - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?
What is your	- Please explain the financial interest and include the dollar amount if you know it.

financial interest In the municipal contract?	will be compensated hourly as a seasonal municipal employee for parks + rec. Hourly range for this position is $21.05 to $26.12
Date when you acquired a financial interest	6/1/2021
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it.
Date when your immediate family acquired a financial interest	
Write an X to confirm each statement.	**FOR A CONTRACT FOR PERSONAL SERVICES –** **Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).** I will have a contract with a municipal agency to provide personal services. X The services will be provided outside my normal working hours as a municipal employee. X The services are not required as part of my regular duties as a municipal employee. X For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	Chay Hall
Date:	5/5/2021

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Jay Guelfi
Title/ Position	Director of Hopkinton Parks and Recreation
Municipal Agency:	Town of Hopkinton Parks and Recreation
Agency Address:	6 Walcott St. Hopkinton, MA 01748
Office Phone:	508-497-9750
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	
Date:	5/6/21

APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN OR TOWN COUNCIL

	INFORMATION ABOUT APPROVING BODY
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

Attach additional pages if necessary.
File disclosure, Certification and Approval with the city or town clerk.

Form revised February, 2012

DISCLOSURE BY MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(b)

	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee:	William Collins
Title/ Position	High School Teacher
Fill in this box If it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	Hopkinton Public Schools
Agency Address	89 Hayden Rowe St. Hopkinton, MA 01748
Office phone:	(508) 417-9360
Office e-mail:	webmaster@hopkinton.k12.ma.us
	Check one: ___ **Elected** **or** ✓ **Non-elected**
Starting date as a municipal employee.	8/30/18
BOX # 1 **Select either STATEMENT #1 or STATEMENT #2.** **Write an X beside your financial interest.**	**ELECTED MUNICIPAL EMPLOYEE** I am an **elected municipal employee**. ___ **STATEMENT #1**: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. **OR** ___ **STATEMENT #2**: I will have a new financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ____ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 **Select either STATEMENT #1 or STATEMENT #2.**	**NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE** I am a **non-elected municipal employee**. ___ **STATEMENT # 1**: I had one of the following financial interests in a contract made by a municipal agency **before** I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract. **My financial interest in a municipal contract is:**

Write an X beside your financial interest.	____ A municipal agency has a contract with me, but not an employment contract. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. **-- OR --** __✓__ **STATEMENT # 2**: I will have a **new** financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** __✓__ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
	FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
Name and address of municipal agency that made the contract	Town of Hopkinton Parks and Recreation Department 85 Main St. Hopkinton, MA 01748
Please put in an X to confirm these facts.	**"My Municipal Agency"** is the municipal agency that I serve as a **municipal employee.** The **"contracting agency"** is the **municipal agency that made the contract.** __X__ My Municipal Agency is not the contracting agency. __X__ My Municipal Agency does not regulate the activities of the contracting agency. __X__ In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency. __X__ The contract was made after public notice or through competitive bidding.
FILL IN THIS BOX OR THE BOX BELOW	**ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.** - Please explain what the contract is for. Parks and Rec Summer Sports Clinic, Basketball Coach
FILL IN THIS BOX OR THE BOX ABOVE	**ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.** - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?
What is your	- Please explain the financial interest and include the dollar amount if you know it.

financial interest In the municipal contract?	Will be compensated hourly as a seasonal municipal employee for Parks + Rec hourly range for this position is 21.05-26.12/hour
Date when you acquired a financial interest	6/1/2021
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it.
Date when your immediate family acquired a financial interest	
Write an X to confirm each statement.	**FOR A CONTRACT FOR PERSONAL SERVICES –** **Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).** I will have a contract with a municipal agency to provide personal services. X The services will be provided outside my normal working hours as a municipal employee. X The services are not required as part of my regular duties as a municipal employee. X For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	
Date:	5/19/21

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Jay Guelfi
Title/ Position	Director of Hopkinton Parks and Recreation
Municipal Agency:	Town of Hopkinton Parks and Recreation
Agency Address:	6 Walcott St. Hopkinton, MA 01748
Office Phone:	508-497-9750
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	
Date:	5/6/21

APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN OR TOWN COUNCIL

	INFORMATION ABOUT APPROVING BODY
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

Attach additional pages if necessary.
File disclosure, Certification and Approval with the city or town clerk.

Form revised February, 2012

TOWN OF HOPKINTON
Office of the Select Board
18 Main Street, Hopkinton, MA 01748|508-497-9701
selectboard@hopkintonma.gov

A Complete Application *must be filed a minimum of 30 days before event date*

APPLICATION FOR PARADE PERMIT

Applicant's Name: Brian Prescott

Applicant'sAddress: 90 Hayden Rowe Street

Telephone Number: _____ **Cell Number** 774-278-8319

Email Address: bprescott@hopkinton.k12.ma.us

Applicant: ☐ **Private/Individual** ☐ **Business** ☐ **Non-Profit** ☒ **Town Dept./Board/Committee**

Date of Event: June 5th **(RainDate):** None **Time:** 10:00am - 12:00pm

Purpose of Parade Permit: Car Parade For graduating senior class

Road Closures: See attached

Description/Purpose of Event (Please provide a separate visual or map of the complete route of the proposed event along with a Public Safety Plan)

Car parade to celebrate c/o 2021

See attached plan

Starting Point: HHS **Ending Point:** HHS

Expected number of Participants: 328 cars

Person Responsible for Control of Litter: Evan Bishop **Phone Number** 781-258-6501

On-site person responsible (day of event) Evan Bishop **Phone Number** 781-258-6501

ADDITIONAL REQUIREMENTS:

1. A copy of **a Certificate of Insurance** must be provided to the Select Board Office with this application, naming the Town of Hopkinton as an additional insured for at least $1million dollars in the case of accident.
2. The undersigned applicant agrees that the applicant and parade participants will conform to applicable laws, by-laws and regulations, as well as special requirements that may be made a condition of the granting of a Parade Permit pursuant to this application.
3. **Map or specific description of the route** of the proposed event, along with **a Safety Plan** must be submitted along with this request.
4. **Litter Control Plan.**

I/we agree to hold the Town of Hopkinton harmless from any and all liability and will defend the Town of Hopkinton in connection there within.

Signature of Applicant: [signature] **Date:** 04-22-21

Class of 2021 Car Parade Event Details

Date:

- Saturday, June 5th (no rain date)

Time:

- Parade will leave HHS at *10am*.

Parade Route:

- Right out of the High School onto Hayden Rowe St.
- Left at the light onto Chestnut St.
- Left onto Ash St (with another left to stay on Ash St) up to Main St.
- Left onto Main St through downtown.
- Bear right onto Wood Street.
- Left onto Elm Street.
- Left onto West Main Street.
- Right onto Pleasant Street
- Right onto Hayden Rowe Street.

The parade route was chosen because it allows the students to travel past each of the other five schools in Hopkinton: Marathon, Center, Elmwood, Hopkins, and the Middle School (as well as Center School).

Expectations:

- No one will be allowed out of their cars at any point either while lining up on Loop road or during the parade.
- Seniors will not be allowed to drive their own vehicle. They will need to have a family member or friend (not in the Class of 2021) to drive them. We want the seniors to really enjoy the experience and do not want anyone distracted while driving. We will be checking each car as it arrives at the school.
- There is one vehicle per graduate. Seniors will not be allowed to ride in each other's cars.
- Seniors must wear their cap/gown during the parade.
- Seniors must sit in the passenger seat of their vehicle and put a piece of paper with their name on it in a visible location on the dashboard.
- All are encouraged to decorate their vehicle. Have fun with it!
- For safety purposes, no one is allowed to hang out of their car window, sunroof or ride in the bed of a truck during the parade.You must be seated in your vehicle at all times.

PERMITTING TEAM COMMENTS

PARADE PERMIT APPLICATION - HHS GRADUATING SENIOR CAR PARADE, JUNE 5, 2021

April 23, 2021

The DPW has no comment on this application.

John Westerling
Director of Public Works

April 23, 2021

The Health Department approves the plan as presented.

Shaun McAuliffe
Health Director

May 14, 2021

The Police Department will assist in whatever the board decides regarding this permit. The Police Department recognizes the appeal of this event, but thinking from a public safety viewpoint we think it necessary to give some feedback. Last year the permit request came from the Superintendent of Schools and not a student. As it comes from a student and not a Town Department head, It is recommended that a liability insurance contract be provided to the town for any accidents or injuries during the event.

In 2020 the Hopkinton Police Department did receive numerous complaints at the station due to long delays, some almost 30 minutes, as cars left the High School and at almost every intersection. The parade length at one point was from Main Street back through West Main Street, Elm Street, Wood Street back to Pleasant Street.

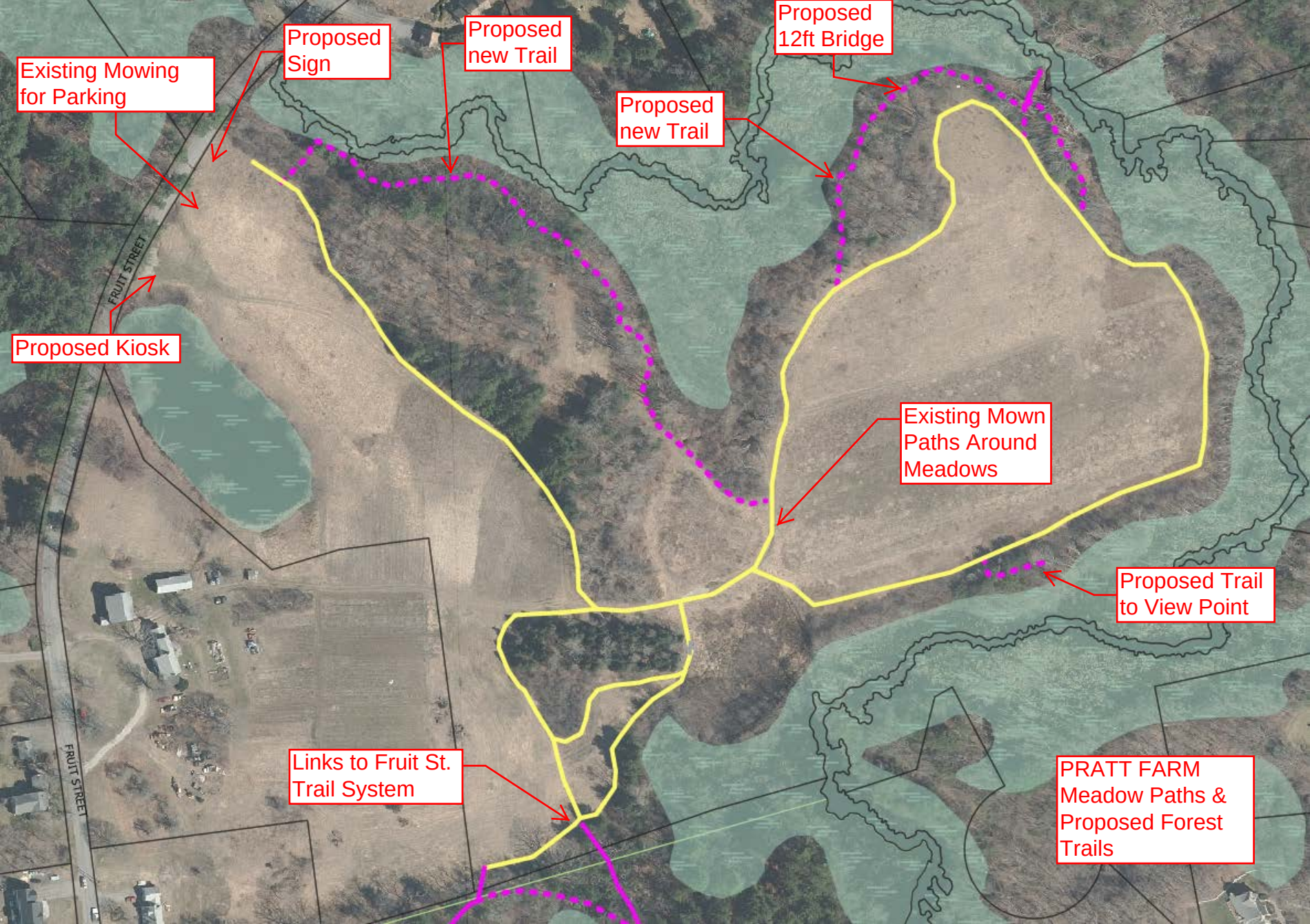
Presently, traffic has returned to pre pandemic levels. The graduating class of 2021 has 328 graduates which is larger than last year's class. The route proposed is 9.5 miles and will take each car, without stopping 38 minutes. With all these additional vehicles traveling down the parade route, the impact on Main Street will be significantly greater than last year.

Detail Officers would be needed at the following locations:
Hayden Rowe Street @ entrance to High School
Hayden Rowe Street @ Chestnut Street
Ash Street @ Main Street
Main Street @ Cedar Street
Wood Street @ Elm Street
Elm Street @ West Main Street
Pleasant Street @ Grove Street
Hayden Rowe Street @ Grove Street Lights

The cost of which will be born by the applicant or the School District

If the Parade permit is approved by the Select Board the Hopkinton Police Department stands ready to assist in working towards making this event safe, efficient and enjoyable.

Joseph Bennett
Chief of Police


Existing Mowing for Parking
Proposed Sign
Proposed new Trail
Proposed 12ft Bridge
Proposed new Trail
FRUIT STREET
Proposed Kiosk
Existing Mown Paths Around Meadows
Proposed Trail to View Point
FRUIT STREET
Links to Fruit St. Trail System
PRATT FARM Meadow Paths & Proposed Forest Trails

Elaine Lazarus <elainel@hopkintonma.gov>

Exception to HCA lease

Kelly Grill <kelly@hopartscenter.org> Wed, Apr 14, 2021 at 5:01 PM
To: Elaine Lazarus <elainel@hopkintonma.gov>

Hi Elaine,

The HCA is planning a full event schedule this summer outside that includes concerts, plays, art shows and dance nights. All of the events will be held out doors socially distant. We are calling it our "Big Come Back" to help bring the community back together and back to life! We would like to feature local businesses as well.

In order to have the same experience this summer we would like to ask the selectboard for an exception to our current lease addendum that would allow us to serve alcohol outside. We will abide by all the other agreements we made around alcohol service such as using a 12C licensed caterer, only for HCA artistic events, consumption of alcohol will end one half hour prior to end of event and we will add signs outside that indicate alcohol can only be consumed inside the property lines.

I have attached the licence and insurance for our caterer as well as the map of the area where service will take place.

If you need anything else as far as documentation please let me know.

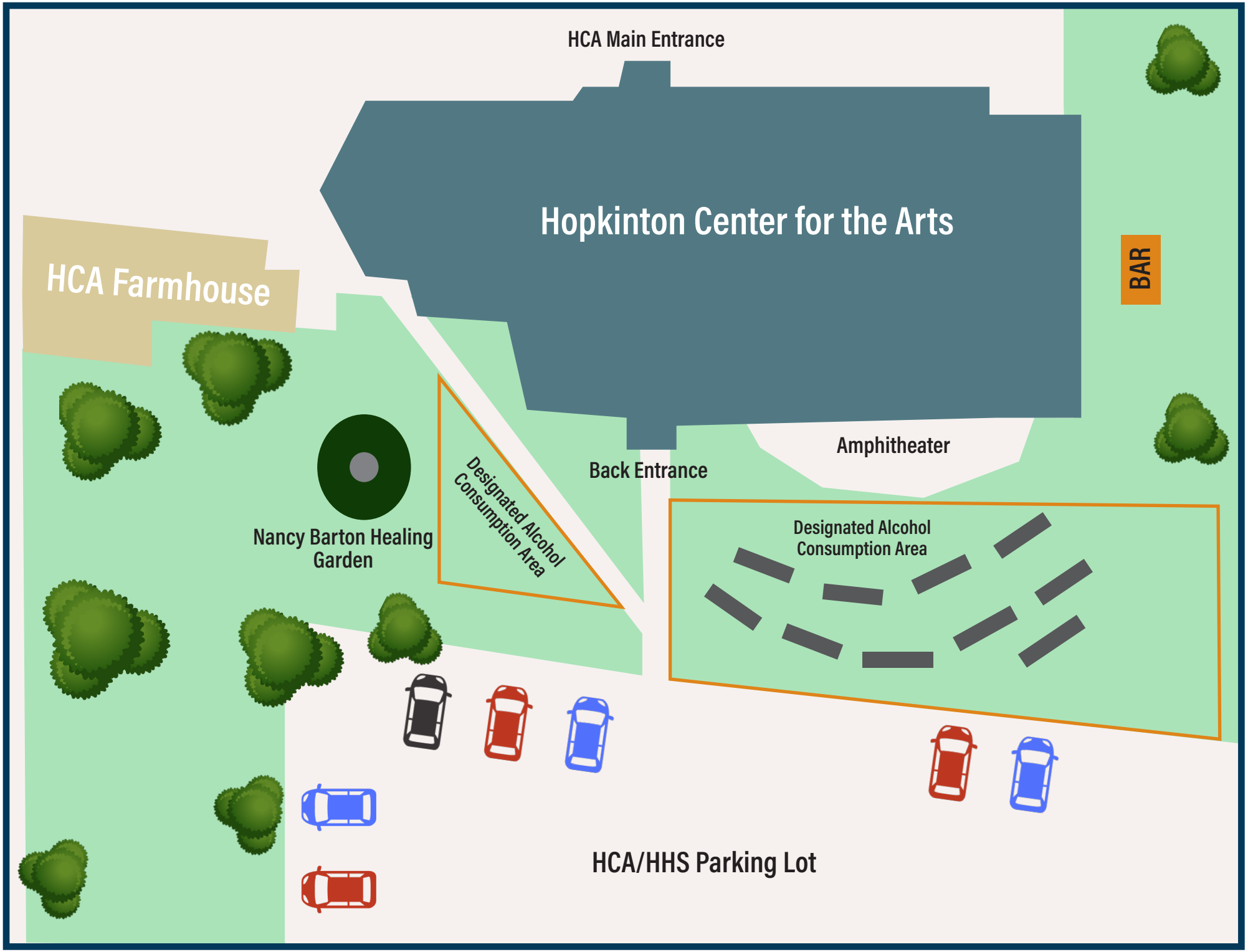
Sincerely,

Kelly Grill
Executive Director
Hopkinton Center for the Arts
98 Hayden Rowe Street
Hopkinton, MA 01748
508 435-9222, Kelly@hopartscenter.org
"Life is not a dress rehearsal"

HCA SUMMER REGISTRATION is now open for outstanding programs in Art, Ceramics, Dance, Music, Theater, and Movie-Making. Discover more by clicking here.

4 attachments

- **Town of Hopkinton and Hopkinton Art (1).pdf**
  367K
- **Aerial View of HCA REV 3.31.pdf**
  281K
- **2021 Caterers License.pdf**
  288K
- **2021 License_Certificate_ABCC_20200903_042511 (1).pdf**
  187K


HCA Main Entrance
Hopkinton Center for the Arts
HCA Farmhouse
BAR
Amphitheater
Back Entrance
Nancy Barton Healing Garden
Designated Alcohol Consumption Area
Designated Alcohol Consumption Area
HCA/HHS Parking Lot

HCA - Exception to HCA lease
SB Meeting: 5-18-2021
Permitting Team Comments

May 12, 2021

Facilities have no comments.

Dave Daltorio
Town Engineer/Facilities Coordinator

April 24, 2021

This looks to be small in size, however, I am not able to find actual numbers of participants and/or an event safety plan ? Both of these may be preexisting but I would recommend including the information. See the attached template for public safety

Stephen Slaman
Fire Chief

April 26, 2021

My only comment would be if this change would increase the occupancy leading to more parking spaces needed and therefore require a modification to the parking lot, they would need to come before the PB for site plan review.

John Gelcich
Principal Planner

April 23, 2021

The DPW has no comment on this application.

John K. Westerling
Director of Public Works, Hopkinton DPW

May 12, 2021

The Building Dpt. will need a wet stamped detailed Architectural plan showing the number of seats and tables and the number of occupants.
What is proposed to keep the outside occupants in the area where alcohol is being served without the ability to wander into the parking lot and school grounds.
The occupant load of the buildings will not be increased as the outdoor occupants will be included in the current occupant load.
What is proposed to keep a vehicle from the parking lot from impacting the outside occupants.

Chuck Kadlick
Building Department

April 30, 2021.

I would like to express my concerns on behalf of the Hopkinton Public Schools as I'm not sure that serving alcohol on a property that shares a border with a high school is a great idea, and there would certainly not be a distance of 500 feet from the area of alcohol consumption to the school. Further, if we grant the HCA the permission to do this once, then it will become an acceptable practice.

Carol Cavanaugh
Superintendent- HPS

May 13, 2021.

The Police department has reviewed the application and would like to be notified at least 48 hours in advance of any alcohol-related events. We would request that the current agreed-upon detail stipulation remains in effect for events over 100. We would like to see coordination between the schools and the HCA so they are aware of any conflicting events, as the alcohol service is next to the school parking lot. We would also like to see what is proposed to keep a vehicle from impacting the outside guests and to keep guests from leaving the HCA grounds with alcohol.

Lt. John J. Porter
Hopkinton Police Department.

McDERMOTT
QUILTY &
MILLER LLP

28 STATE STREET, SUITE 802
BOSTON, MA 02109

March 17, 2021

Via FedEx Overnight Delivery (8148 6796 8869)
Select Board
TOWN OF HOPKINTON
18 Main Street
Hopkinton, MA 01748
Vasudha Dutta, Administrative Assistant

RE: Transfer of Wine & Malt Beverages Package Store License
FROM: Hopkinton Friendly Service, Inc. (89407-PK-0544)
TO: Global Montello Group Corp. d/b/a Mobil Mart Hopkinton
92 West Main Street, Hopkinton, MA 01748

Dear Ms. Dutta:

Enclosed please find the following documents in connection with Global Montello Group Corp.'s application for Transfer of a Wine & Malt Beverages Package Store License (ABCC# 89407-PK-0544) from Hopkinton Friendly Service, Inc. at 92 West Main Street:

1. Monetary Transmittal Form & ABCC Proof of Payment;
2. Application for a Transfer of License with Applicant's Statement;
3. ABCC CORI Request Forms;
4. Proofs of Citizenship;
5. Corporate Vote;
6. Business Entity Summary;
7. Memorandum of Transfer;
8. Floor Plan;
9. Deed;
10. Department of Revenue Certificate of Good Standing;
11. Department of Unemployment Assistance Certificate of Compliance;
12. Town of Hopkinton General License Application;
13. Worker's Compensation Insurance Affidavit; and
14. $1,000.00 filing fee to the Town of Hopkinton.

Kindly assign this matter for a hearing on the next available date. Thank you for your attention to and courtesy in this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Jon D. Aieta

Jon D. Aieta, Esquire
jaieta@mqmllp.com

JDA:ks

Monetary Transmittal Form &
ABCC Proof of Payment

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

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

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 89407-PK-0544

ENTITY/ LICENSEE NAME Global Montello Group Corp.

ADDRESS 92 West Main Street

CITY/TOWN Hopkinton **STATE** MA **ZIP CODE** 01748

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

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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

Transaction Processed Successfully.
INVOICE #: e4e31009-bd6e-4f89-99ae-646e9320bf93

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Global Montello Group Corp.	$200.00
		$200.00

Total Convenience Fee: $4.70

Date Paid: 3/5/2021 3:15:48 PM EDT

Total Amount Paid: $204.70

Payment On Behalf Of

License Number or Business Name:
Global Montello Group Corp.

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Sean

Last Name:
Geary

Address:
800 South Street, Suite 500

City:
Waltham

State:
MA

Zip Code:
02453

Email Address:
permits@globalp.com

Application for a Transfer of License with Applicant's Statement

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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality: Hopkinton

1. TRANSACTION INFORMATION

- [x] 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.

Transfer of Wine & Malt Beverages Package Store License from Hopkinton Friendly Service, Inc. to Global Montello Group Corp. at existing location.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
Off-Premises-15	§15 Package Store	Wines and Malt Beverages	Annual

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number	89407-PK-0544	FEIN	04-3443028
Entity Name	Global Montello Group Corp.		
DBA	Mobil Mart Hopkinton	Manager of Record	James Brodeur
Street Address	92 West Main Street, Hopkinton, MA 01748		
Phone	(508) 435-3690	Email	SHickey@globalp.com
Add'l Phone	(781) 402-8892	Website	N/A

4. DESCRIPTION OF PREMISES

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

A brick building, aproximately 1,664 square feet with one (1) floor and five (5) rooms. In the front of the building there is one (1) main entrance/exit. The wine and malt beverages will be located on the main retail floor and in a 4-door cooler.

Total Sq. Footage	1,664	Seating Capacity	N/A	Occupancy Number	TBD
Number of Entrances	1	Number of Exits	2	Number of Floors	1

Exhibit A
Other Beneficial Interests

Name of Licensee	Type of License	License Number	Licensee Name & Address
Global Montello Group Corp.	§15 Package Store	00012-PK-0034	Global Montello Group Corp. d/b/a Mr Mikes 6 Gardner Road, Ashburnham, MA 01430
Global Montello Group Corp.	§15 Package Store	89344-PK-0984	Global Montello Group Corp. d/b/a Alltown Fresh 22 Long Pond Road, Plymouth, MA 02360
Global Montello Group Corp.	§15 Package Store	00023-PK-0596	Global Montello Group Corp. d/b/a Convenience Plus #2750 241 Main Street, Lee, MA 01238
Global Montello Group Corp.	§15 Package Store	00046-PK-0636	Global Montello Group Corp. d/b/a Honey Farms #3829 134 Leominster Shirley Road, Lunenburg, MA 01462
Global Montello Group Corp.	§15 Package Store	00037-PK-0944	Global Montello Group Corp. d/b/a Honey Farms #2759 24 Sutton Avenue, Oxford, MA 01540
Global Montello Group Corp.	§15 Package Store	00044-PK-0932	Global Montello Group Corp. d/b/a Honey Farms #3826 167 Daniel Shays Highway, Orange, MA 01364
Global Montello Group Corp.	§15 Package Store	89921-PK-0608	Global Montello Group Corp. d/b/a Alltown Leominster 280-340 New Lancaster Road, Leominster, MA 01453
Drake Petroleum Company, Inc.	§15 Package Store	00033-PK-1248	Drake Petroleum Company, Inc. d/b/a/ Xtra Mart 215 Charlton Road, Sturbridge, MA 01566

Exhibit B
Prior Beneficial Interests

Name of Licensee	Type of License	License Number	Licensee Name & Address
Global Montello Group Corp.	§15 Package Store	00300-PK-0630	Global Montello Group Corp. d/b/a Alltown Lowell 980 Chelmsford Street, Lowell, MA 01851
Global Montello Group Corp.	§15 Package Store	15-1400042	Global Montello Group Corp. d/b/a Alltown Wrentham 1001 South Street, Wrentham, MA 02093
Global Montello Group Corp.	§15 Package Store	0546000006	Global Montello Group Corp. d/b/a/ Mr. Mike's 35 Main Street, Hubbardston, MA 01452
Drake Petroleum Company, Inc.	§15 Package Store	00023-PK-1254	Drake Petroleum Company, Inc. d/b/a Sutton Xtra Mart 27 Worcester Providence Turnpike, Sutton, MA 01590
Drake Petroleum Company, Inc.	§15 Package Store	00573-PK-1508	Drake Petroleum Company, Inc. d/b/a Exit 4 Xtra Mart 1181 West Boylston Street, Worcester, MA 01606
Drake Petroleum Company, Inc.	§15 Package Store	00047-PK-0712	Drake Petroleum Company, Inc. d/b/a Millbury Xtra Mart 100 Worcester Providence Turnpike, Millbury, MA 01527
Drake Petroleum Company, Inc.	§15 Package Store	122400019	Drake Petroleum Company, Inc. d/b/a Spencer Xtra Mart 94-96 Main Street, Spencer, MA 01562

Corporate Organizational Structure

Global Partners LP is a publicly traded company (NYSE: *GLP*) acting through its wholly-owned subsidiary, Global Montello Group Corp.

ADDITIONAL INFORMATION

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

The existing licensee, Hopkinton Friendly Service, Inc., operates under a franchise agreement dated April 9, 2018 with the proposed licensee, Global Montello Group Corp. Hopkinton Friendly Service, Inc. desires to terminate the franchise agreement early and Global Montello Group Corp. desires to allow the early termination of the franchise agreement. In consideration of allowing the earlier termination of the franchise agreement and pursuant to the Memorandum of Transfer dated March 3, 2021, Hopkinton Friendly Service, Inc. has agreed to transfer the Wine & Malt Beverages Package Store License to Global Montello Group Corp. The Memorandum of Transfer, submitted herein, sets forth the agreement of the parties.

APPLICANT'S STATEMENT

I, Edward J. Faneuil the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager

Authorized Signatory

of Global Montello Group Corp.

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: Edward J. Faneuil Date: 12/21/2021

Title: Secretary, EVP and General Counsel

Corporate Vote

GLOBAL MONTELLO GROUP CORP.

CORPORATE VOTE

March 4, 2021

The undersigned, acting in his capacity as a duly elected and appointed Assistant Secretary of the Global Montello Group Corp. d/b/a Mobil Mart Hopkinton, a Delaware corporation that is qualified to do business with the Commonwealth of Massachusetts, with a principal place of business located at 800 South Street, Suite 500, Waltham, MA 02453 (the "Corporation"), does hereby certify, on behalf of the Corporation, as follows:

1. That the Corporation apply to the Hopkinton Select Board for a Wine & Malt Beverages License, for the premises located at 92 West Main Street, Hopkinton, MA 01748;

2. That Edward J. Faneuil, the Executive Vice President, General Counsel and Secretary of the Corporation, is authorized to sign the application for the license in the name of Corporation and execute, on its behalf, any necessary papers, and to do all things required relative to the granting of the license;

3. That James Brodeur of Fall River, MA is authorized to act as the Corporation's Manager of Record, with as full authority and control of the premises located at 92 West Main Street, Hopkinton, MA 01748, and of the conduct of all business therein relative to alcoholic beverages as the licensee itself could in any way have and exercise if it were a natural person resident in the Commonwealth of Massachusetts and that a copy of this vote duly certified by the Assistant Secretary of the Corporation shall constitute the written authority required by M.G.L. c. 138 § 26; and

4. That the Sole Director of the Corporation is a citizen of the Unites States of America and resident of the Commonwealth of Massachusetts.

The Corporation has NOT been dissolved.

A true copy attest,

Sean T. Geary
Its: Assistant Secretary
Duly Authorized

Business Entity Summary

Corporations Division

Business Entity Summary

ID Number: 000913533 Request certificate New search

Summary for: GLOBAL MONTELLO GROUP CORP.

The exact name of the Foreign Corporation: GLOBAL MONTELLO GROUP CORP.	
Entity type: Foreign Corporation	
Identification Number: 000913533	**Old ID Number:**
Date of Registration in Massachusetts: 01-04-2006	
	Last date certain:
Organized under the laws of: State: DE **Country:** USA **on:** 11-30-1998	
Current Fiscal Month/Day: 12/31	**Previous Fiscal Month/Day:** 12/31

The location of the Principal Office:

Address: 800 SOUTH ST., SUITE 500

City or town, State, Zip code, Country: WALTHAM, MA 02453 USA

The location of the Massachusetts office, if any:

Address: 800 SOUTH ST., SUITE 200

City or town, State, Zip code, Country: WALTHAM, MA 02154-9161 USA

The name and address of the Registered Agent:

Name: CORPORATION SERVICE COMPANY

Address: 84 STATE STREET

City or town, State, Zip code, Country: BOSTON, MA 02109 USA

The Officers and Directors of the Corporation:

Title	Individual Name	Address
TREASURER	GREGORY B. HANSON	800 SOUTH ST., SUITE 500 WALTHAM, MA 02453 USA
CFO	DAPHNE H. FOSTER	800 SOUTH ST., SUITE 500 WALTHAM, MA 02453 USA
CAO	MATTHEW SPENCER	800 SOUTH ST., SUITE 500 WALTHAM, MA 02453 USA
EVP	ANDREW SLIFKA	800 SOUTH ST., SUITE 500 WALTHAM, MA 02453 USA
PRESIDENT, CEO	ERIC SLIFKA	800 SOUTH ST., SUITE 500 WALTHAM, MA 02453 USA
COO	MARK ROMAINE	800 SOUTH ST., SUITE 500 WALTHAM, MA 02453 USA
SECRETARY, EVP,	EDWARD J FANEUIL	800 SOUTH ST., SUITE 500 WALTHAM, MA

GENERAL COUNSEL		02453 USA
DIRECTOR	ERIC SLIFKA	800 SOUTH ST., SUITE 500 WALTHAM, MA 02453 USA

Business entity stock is publicly traded: ☐

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	$ 0.00	1,000	$ 0.00	1,000

☐ **Consent** ☐ **Confidential Data** ☐ **Merger Allowed** ☐ **Manufacturing**

View filings for this business entity:

ALL FILINGS
Amended Foreign Corporations Certificate
Annual Report
Annual Report - Professional
Application for Reinstatement

View filings

Comments or notes associated with this business entity:

New search

Memorandum of Transfer

MEMORANDUM OF TRANSFER

THIS MEMORANDUM OF TRANSFER (the "Agreement") is made as of this 3rd day of March, 2021 ("Effective Date") by and between **GLOBAL MONTELLO GROUP CORP.**, a Delaware corporation, having a principal place of business located at 800 South Street, Suite 500, Waltham, Massachusetts 02453 ("Transferee") and **HOPKINTON FRIENDLY SERVICE, INC.**, a Massachusetts corporation, having a place of business at 92 West Main Street, Hopkinton, Massachusetts 01748 ("Transferor").

WITNESSTH:

WHEREAS, Transferee owns the property located at 92 West Main Street, Hopkinton, Massachusetts (the "Premises");

WHEREAS, Transferor leases the Premises and currently operates a Mobil-branded retail gasoline station thereon, pursuant to a certain PMPA Franchise Agreement dated April 9, 2018, Lease Provisions to PMPA Franchise Agreement and certain other related agreements, documents and amendments (collectively, the "Franchise Agreement") with Transferee;

WHEREAS, Transferor currently holds a license to sell wine and malt beverages License No. 89407-PK-0544 (the "Wines and Malt Beverages License");

WHEREAS, a dispute arose between the Transferor and Transferee and the parties entered into a Memorandum of Understanding Regarding Settlement (the "Settlement") pursuant to which the parties are terminating the Franchise Agreement as of March 16, 2021; and

WHEREAS, as part of the Settlement, the Transferor has agreed to transfer the Wine and Malt Beverages License to Transferee.

WHEREAS, as part of the Settlement, the Transferee has agreed to file for an application to transfer the Wine and Malt Beverage License ("License") to itself or its designee, as soon as practicably possible following receipt of all documents required to be produced by Transferor to complete the application package

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Transferor hereby transfers any rights, title and interest to the Wine and Malt Beverage License to Transferee for good and other valuable consideration.

2. If requested by Transferor and upon confirmation that Transferee has a license to sell or agrees that the inventory will be removed from the sales floor and not resold to the public until such time as Transferee has transferred the License into its name, Transferee will purchase Transferor's saleable inventory of beer and wine present at the Premises as of close of business

on March 16, 2021 (the "Inventory"), at the cost at which such products were purchased. As used herein, the term "saleable" shall mean all items generally sold in a first class retail convenience store, except those items that (i) are expired, or will expire within ten (10) days of March 17, 2021 (with the deemed expiration date for cigarettes deemed to be one year from the date of manufacture), (ii) violate applicable government code specifications, or (iii) are spoiled or damaged. The purchase price for the Inventory shall be held in escrow by Christopher H. Mingace, Esq., Heinlein Beeler Mingace & Heineman IOLTA account (non-interest bearing) until such time that Transferee has the License in Transferee's name.

3. The parties hereby agree and confirm that all notices or other communication under the Lease must be addressed to the parties at the addresses above.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

5. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Transferor and Transferee have caused this Agreement to be duly executed as of the day and year first written above.

GLOBAL MONTELLO GROUP CORP.,

Transferee

By:_____
Name:
Title:

HOPKINTON FRIENDLY SERVICE, INC.,
Transferor

By: Nayla Aoude
Name: Nayla Aoude
Title: President

IN WITNESS WHEREOF, Transferor and Transferee have caused this Agreement to be duly executed as of the day and year first written above.

GLOBAL MONTELLO GROUP CORP.,

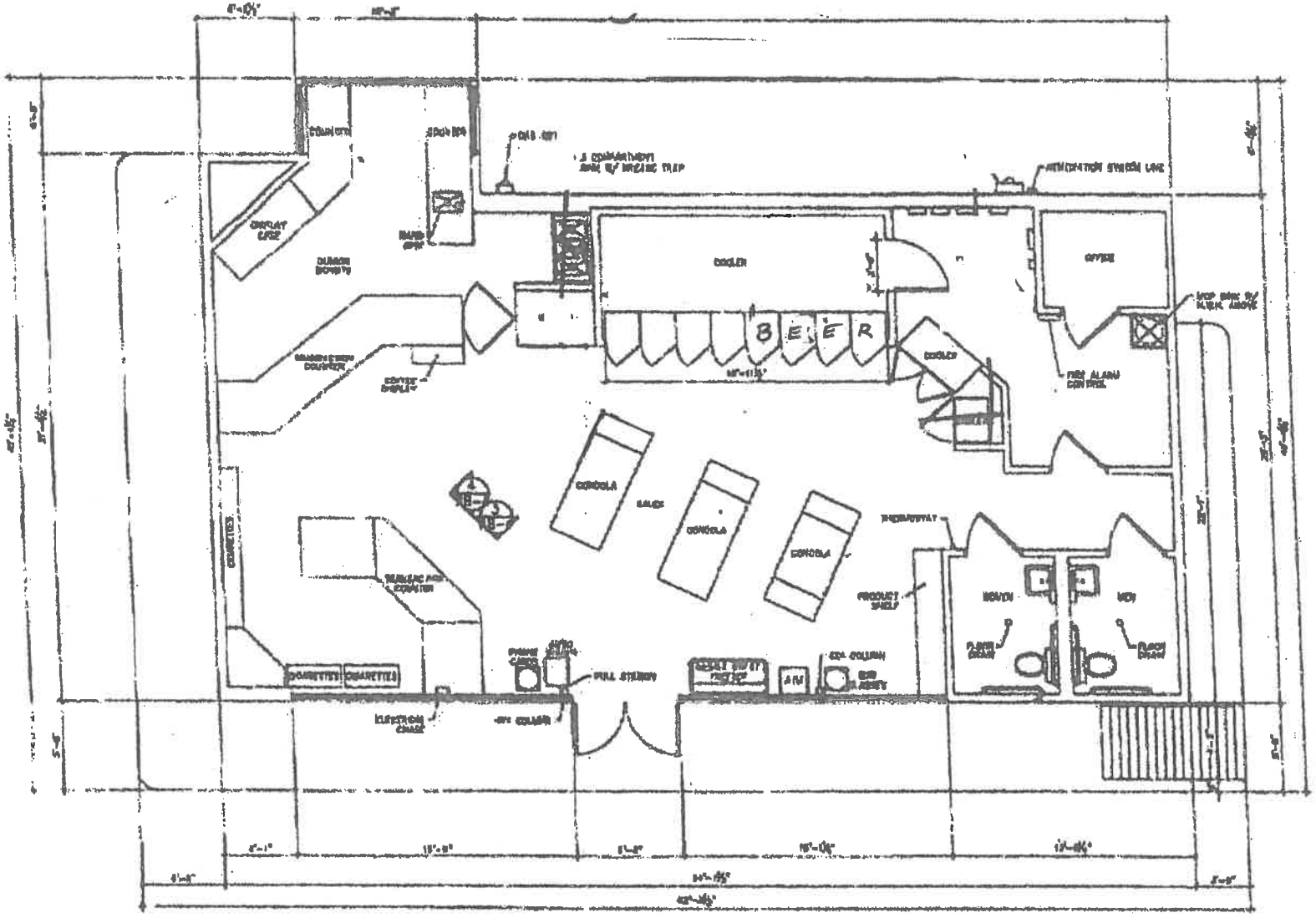
Transferee

By: _____
Name:
Title:

HOPKINTON FRIENDLY SERVICE, INC.,
Transferor

By: _____
Name:
Title:

Floor Plan



FLOOR PLAN

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

Deed

DEED WITH STATUTORY QUITCLAIM COVENANTS

GLOBAL COMPANIES LLC, a Delaware limited liability company having an office at 800 South Street, Suite 500, Waltham, MA 02453 ("Grantor"), for consideration paid of One and 00/100 Dollars ($1.00) and in consideration of the use restrictions and environmental covenants set forth herein, grants to GLOBAL MONTELLO GROUP CORP., a Massachusetts corporation having an office at 800 South Street, Suite 500, Waltham, MA 02453 ("Grantee"), with Quitclaim Covenants, the land together with the buildings, structures, fixtures, equipment, tanks and improvements to the extent owned by Grantor and located thereon, at 92 West Main Street, Hopkinton, Massachusetts and more particularly described on Schedule "A" attached hereto and incorporated herein (the "Property"). This document shall be referred to hereinafter as the "Deed".

1. This conveyance is made by Grantor and accepted by Grantee subject to Grantor's right to re-enter the Property as described herein and all existing Engineering and Institutional Controls, leases, easements, encumbrances, rights-of-way, covenants, restrictions, use restrictions, reservations and exceptions of record or not, including all building and zoning ordinances, laws, regulations and restrictions by any municipal or other governmental authority applicable to the Property and all matters apparent from an inspection of the Property, or which a current, accurate survey of the Property would disclose (including but not limited to encroachments, overlaps or boundary line disputes), collectively the "Permitted Encumbrances".

2. GRANTEE SPECIFICALLY ACKNOWLEDGES THAT IT UNDERSTANDS THAT THE PROPERTY HAS BEEN USED FOR COMMERCIAL PURPOSES INCLUDING THE STORAGE, DISTRIBUTION AND MARKETING OF MOTOR FUELS, PETROLEUM, PETROLEUM-BASED PRODUCTS AND OTHER CHEMICALS, AND THAT THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO, SOIL AND SUB-SOIL OF THE PROPERTY AND THE SOIL, AIR, LAND, GROUNDWATER AND WATER, ON, UNDER, NEAR OR ADJACENT THERETO AND DRAINS, SEWERS, PIPES, WATER COURSES AND WATER TABLES AT, ON, UNDER OR IN THE VICINITY OF THE PROPERTY MAY HAVE BEEN CONTAMINATED OR IMPACTED BY MOTOR FUELS, PETROLEUM, PETROLEUM BASED PRODUCTS AND OTHER CHEMICALS OR OTHER CONTAMINATION.

3. Deed Restriction and Covenant Against Residential Use

a. Grantee agrees that the Property shall be subject to Engineering and Institutional Controls and use restrictions, as described herein, and that these covenants were a material inducement to Grantor's sale of the Property. The deed restrictions must be filed in this format or as tailored to specific State standards and shall include, at a minimum, the following:

Grantee covenants and agrees, for itself, and its heirs, executors, grantees, successors and assigns, that the Property, or any portion thereof, shall not be used at any time for: residence of any type, places of worship, bed and breakfast facilities, rooming houses, hospitals, nursing home or similar geriatric facilities, child care, playground or recreational areas, schools (or any similar use which is intended to house, educate or provide care for children, the elderly or the infirm), agricultural uses, nor shall any portion thereof be used for the construction or installation of: (i) any water wells for drinking or food processing; (ii) underground storage space; (iii) underground utility space; (iv) additional underground utility conduits (vapor tight utility conduits are permitted); or (v) basements or any underground living space.

This covenant shall survive delivery of the Deed and this covenant and agreement shall run with the Property herein conveyed and a similar restrictive covenant shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof (collectively, the "Deed Restrictions").

b. Grantee covenants and agrees with Grantor that if at the date of this Deed the applicable "as of right" zoning use of the Property does not include any residential use, that the Grantee, Grantee-Related Parties, subsequent owners, users, and occupiers of the Property, including all successors, lessees, assignees, and licensees will not at any time hereafter seek to or cause any application to be made to the relevant local-governing authorities to amend the zoning of the Property to a use which includes any residential use whether on an "as of right" basis or on any other basis whatsoever, nor seek 'to take advantage of any non-conforming user rights or exceptions to use including special use permits (collectively, the "Covenant Against Residential Use").

c. Repurchase Option. If Grantee, a Grantee-Related Party, or any subsequent licensee, lessee, assignee, successor, owner, user or occupier of the Property breaches the provisions of the Deed Restrictions, the Covenant Against Residential Use, or the Engineering and Institutional Controls in addition to Grantor's right specifically to enforce such provisions, then Grantor, at its sole option, may, but is not obligated to, repurchase the Property in the manner hereinafter provided. Grantor's repurchase option ("Repurchase Option") may be exercised at any time after Grantee fails to cure the violation within a thirty (30)-day cure period commencing upon the date of Grantor's notice to Grantee of the violation. Grantor may exercise its Repurchase Option by giving either Grantee or the owner of the Property at that time, written notice that Grantor desires to repurchase the Property ("Grantor's Repurchase Notice"), subject to the determination of the purchase price and receipt of Grantor's Election Notice as provided below. The purchase price shall be equal to the greater of (i) the Purchase Price Grantee paid for the Property being re-conveyed; or (ii) ninety percent (90%) of the fair market value of the Property as determined by Grantor at the time of the issuance of Grantor's Repurchase Notice. This repurchase right shall be in effect for a period of 30 years from the date hereof, but in no event later than 21 years after the death of the last to survive the

class of persons consisting of the lawful descendants of former U.S. President George H.W. Bush living as of the date of this Deed.

(i) Notwithstanding such repurchase, Grantee shall remain liable at its sole expense for remediation of any other Contamination that existed at, on, under or originating from the Property at or prior to closing on the repurchase of any such Property from Grantee and/or for any Costs or Claims resulting from such breach not otherwise covered by Grantee's insurance coverage for which Grantor is a named insured. Grantor shall provide such notices to the appropriate Governmental Authority as are required to notify such Governmental Authority of the assumption of ownership of the Property by Grantor and Grantor shall become the principal contact with the Governmental Authority with respect to the Contamination at, on, under or originating from the repurchased Property. Grantor shall continue to be bound by any of Grantee's obligations under any agreements or consent orders entered into with the Governmental Authority or other Governmental Authorities with respect to the Contamination at, on, under or originating from the repurchased Property.

(ii) It is the intention of the parties that Grantor shall have the benefit of any funds available from the Grantee's environmental insurance covering the repurchased Property for which Grantor is a named insured, to continue remediation of the Contamination after repurchase.

(iii) Grantor's exercise of its Repurchase Option shall be in addition to and not a substitution for any other rights and remedies Grantor may have under the circumstances.

4. Engineering and Institutional Controls

a. Grantee agrees and acknowledges that the conveyance of the Property is subject to the following covenants of Grantee and that these covenants were a material inducement to Grantor's sale of the Property. As part of the consideration for Grantor's sale of the Property to Grantee, Grantee agrees that in developing the Property, Grantee shall, at its sole cost and expense, adopt and use all engineering and related technical assistance available and standard to the industry and any required by any Governmental Authority or Grantor to protect the health and safety of persons and that, depending upon the nature of Grantee's development of the Property, Grantee may need to consider the use of engineering controls to prevent the migration of vapors and/or liquids containing Contamination into any buildings, underground utilities, or storm water retention/detention ponds, including without limitation, vapor installation systems, vapor barriers, sealed sumps and storm pond liners. At a minimum, Grantee agrees that it will construct any buildings and develop the Property in accordance with the following requirements, which are collectively referred to as the "Engineering and Institutional Controls."

(i) Slab on Grade. Grantee agrees that all buildings constructed on the Property shall be constructed slab on grade and shall have no living, working,

storage or parking areas below grade, notwithstanding the foregoing, below grade utilities and foundations are permitted, provided that Grantee protects them from vapor or liquid intrusion by installing an appropriate vapor/liquid barrier and vapor ventilation system, if required.

(ii) No Water Wells. Grantee agrees that it will never use the Property for the purpose of obtaining from beneath the surface of the Property any water for any reason whatsoever from any ground water table or similar water basin accessed from the Property, except for Grantee's testing in connection with Grantee's Remediation Activities.

(iii) Cessation of Use of Existing Wells. Grantee agrees that any existing bore-water or groundwater wells located on the Property used for the purposes of obtaining water from beneath the surface of the Property, will be capped, disabled, and sealed (except for Grantee's testing in connection with Grantee's Remediation Activities) in accordance with all applicable Environmental Laws and industry standards and will not be re-opened and used at any time and must remain capped, disabled and sealed. Notwithstanding anything to the contrary in this Deed, if no municipal water connection is available for the Property, Grantee may continue to use any existing well currently in use subject to reasonable restrictions imposed by Grantor, such as the requirement for a filtration system.

(iv) Vapor Ventilation System. Grantee agrees that if, at any time, a Property is used for below grade activities other than simple storage with no residential use, Grantee will install, at its cost, into any below ground areas of the development, an appropriate vapor ventilation system. Such vapor ventilation system shall be installed by a licensed contractor experienced in the installation of such systems. In addition, Grantee shall operate and maintain the vapor ventilation system to ensure that the system extracts appropriate levels of vapors so all applicable indoor air quality standards are met. Finally, Grantee shall annually test the air quality and the system to ensure the system is adequately extracting the appropriate levels of vapors to meet applicable indoor air quality standards. Such installation shall be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety.

(v) Impervious Liner. Grantee agrees that if, at any time after the date of Closing, a new building foundation is installed on the Property ("New Foundation") that prior to commencing any construction related to the New Foundation, Grantee, at its sole cost, shall install an impervious liner under the New Foundation to act as an effective vapor barrier. Unless required by a Governmental Authority in connection with Remediation Activities, Grantee shall not be required to retrofit or install an impervious liner under the existing building foundation supporting the existing building on the Property as of the date of Closing ("Existing Foundation"). However, if after the date of Closing, the Existing Foundation is demolished and a new foundation is installed to replace it,

then Grantee will be responsible for installing an effective vapor barrier. Such liner shall be installed by a licensed contractor experienced in the installation of such liners. In addition, Grantee shall maintain the liner so that it remains as an effective barrier. The liner shall be of the appropriate strength and quality and be resistant to hydrocarbons and shall be installed at an appropriate level beneath ground level. Such installation and maintenance of the liner shall be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety.

(vi) Other Engineering and Institutional Controls to the Property which may be required by the Governmental Authorities, Environmental Laws, or other applicable laws, rules and regulations and/or recommended by Grantee's Remediation Contractor or any subsequent Remediation Contractor.

b. Grantee's agreement to install the Engineering and Institutional Controls is a material inducement to Grantor in the sale of the Property to Grantee.

c. Grantee's agreement to install any of the Engineering and Institutional Controls shall be specifically enforceable against the applicable Grantee-Related Parties. If Grantee, or any applicable Grantee-Related Party breaches these provisions regarding Engineering and Institutional Controls, Grantor shall have the right to enforce every remedy, either public or private, available at law and in equity against the Grantee and the applicable Grantee-Related Parties, including but not limited to injunctive relief and specific performance. All remedies provided herein, including without limitation, those at law or in equity, shall be cumulative and not exclusive. Any purchaser or successor owner of the Property shall take title to the Property subject to the terms of this Deed and these Engineering and Institutional Controls.

d. All of the covenants and agreements of Grantee set forth herein regarding the Engineering and Institutional Controls and Deed Restrictions, including without limitation Grantor's right of enforcement, shall be covenants running with the land and binding upon the Property, Grantee and the Grantee-Related Parties, as applicable and that Grantee agrees that Grantee shall not complete any sale, transfer or assignment of its interest in the Property or any part thereof or enter into any lease, license or right to occupy or use the Property or any part thereof, without first obtaining from the purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, the obligation to procure these Engineering and Institutional Controls from any subsequent purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, and these Engineering and Institutional Controls shalt be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof.

5. Grantor's Reservation of Access

a. This conveyance is made by Grantor and accepted by Grantee subject to the following reservation by Grantor, its successors and assigns, of a perpetual easement in

gross for access to the Property after Closing. Grantor reserves the right of access to the Property after Closing, and Grantee on behalf of itself and the Grantee-Related Parties grants to Grantor access to the Property after Closing, at no cost to Grantor, as Grantor and Grantor-Related Parties may require to the Property to undertake any environmental assessment, investigation, testing and Remediation Activities that Grantor deems necessary to confirm the Property is not being used in violation of the Deed Restrictions. Such access shall include, but is not limited to, the right to conduct tests, take groundwater or soil samples, excavate, remove, dispose of Tanks, and soil, and treat the soil and groundwater, conduct and/or continue environmental investigation, testing and Remediation Activities, and undertake such other actions as Grantor deems necessary in its sole discretion. Grantor shall use commercially reasonable efforts to minimize disruption of the Grantee's business activities during any demolition, Tank removal, Remediation Activities, soil removal and other activities. Grantee shall provide Grantor with exclusive access rights to the Property to observe and/or confirm Grantee's timely discharge of Grantee's upgrade obligations with respect to Tanks and/or Remediation Activities undertaken by or on behalf of Grantee, Grantor or Grantor-Related Parties shall provide Grantee as much advance notice as reasonably practical of all potentially disruptive or intrusive activities to be undertaken on the Property; such notice may be in the form of a periodic written schedule of activities delivered from time to time. No advance notice shall be required for non-disruptive activities such as periodic monitoring of wells on the Property, if any. Grantee hereby agrees to indemnify, defend and hold Grantor and Grantor-Related Parties harmless from all Claims made, incurred or assessed against Grantor and Grantor-Related Parties by any persons or entities including, without limitation, the Governmental Authorities, as a result, directly or indirectly, of Grantee's failure to provide access to Grantor and Grantor-Related Parties. Grantee releases Grantor and Grantor-Related Parties from and against all Claims, including but not limited to those for loss of business and/or consequential damages associated with or arising out of Grantor's access to the Property post-Closing under this Deed.

b. Grantee agrees that Grantor's reservation of access set forth in this Deed shall be a covenant that runs with the Property herein conveyed and that Grantee agrees that Grantee shall not complete any sale, transfer or assignment of its interest in the Property or any part thereof or enter into any lease, license or right to occupy or use the Property or any part thereof without first obtaining from the purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, the obligation to procure Grantor's reservation of access from any subsequent purchaser, transferee, assignee, lessee, occupier or any other person or entity having the right to use the Property and Grantor's reservation of access shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof. Any transferee, assignee, or successor owner, lessee, licensee, occupier or user of the Property shall take title to the Property subject to Grantor's reservation of access. The Grantor's rights and benefits of this reservation of access are an easement in gross, inuring to the benefit of Grantor, its Affiliates, Grantor-Related Parties, and their successors and assigns.

6. Maintenance of Records

a. After Closing, Grantee shall maintain daily inventory and Tank maintenance records for the Property as required to comply with all applicable laws, rules and regulations. Grantee shall deliver legible copies of such records to Grantor within two (2) days of Grantor's request for such records. Grantor shall have the right to review these records as Grantor deems necessary. Following the Closing, Grantee agrees to continue to use, maintain, repair and keep in good order the existing remote monitoring system (e.g. a Veeder-Root system) or a comparable monitoring system for the Tanks and lines located on the Property.

Within thirty (30) days after Grantor's request, Grantee shall deliver to Grantor legible copies of "as built" surveys or construction plans which show the location of any Tanks, any underground piping or other improvements installed or constructed by Grantee.

b. All of the covenants and agreements of Grantee set forth herein regarding the Maintenance of Records shall be covenants running with the land and binding upon the Property, Grantee and the Grantee-Related Parties, as applicable and that Grantee agrees that Grantee shall not complete any sale, transfer or assignment of its interest in the Property or any part thereof or enter into any lease, license or right to occupy or use the Property or any part thereof without first obtaining from the purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, the obligation to maintain these records from any subsequent purchaser, transferee, assignee, lessee, occupier or any other person or entity having the right to use the Property, and this obligation to maintain records shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof.

7. Covenants running with the Land

The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon and (except as expressly provided otherwise) shall inure to the benefit of the Parties, their subsidiaries, Affiliates, legal representatives, heirs, successors and assigns, as applicable.

8. Pro-ration of Taxes

Ad valorem taxes and special assessments, if any, against the Property for the year in which the Effective Date occurs will be pro-rated between Grantor and Grantee as of the Effective Date of this Deed, and Grantee hereby assumes and agrees to pay same.

9. Definitions

The following definitions are used in this Deed:

a. **"Affiliate(s)"**.

The term Affiliate means, with respect to Grantor:

(i) any parent of Grantor;

(ii) any company or partnership in which Grantor or any parent of Grantor now or hereafter owns or controls, directly or indirectly, more than fifty percent (50%) of the ownership interest having the right to vote or appoint its directors or functional equivalents ("Affiliated Company");

(iii) any joint venture in which Grantor, any parent of Grantor, or an Affiliated Company has an ownership interest and/or is the operator; or

(iv) any successor in interest to (i) through (iii) above.

The term Affiliate means, with respect to Grantee, any Person directly or indirectly controlling, controlled by, or under common control with, Grantee. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any Person, whether through the ownership of voting securities or by contract or otherwise.

b. **"Claims"**(or individually a **"Claim"**) means any pending or threatened suit, claim, loss, cost, obligation, damage, liability, payment, fine, penalty, cause of action, litigation, judgment (including, but not limited to, expert fees and attorneys' fees awarded as part of a judgment), lien or expense (including, but not limited to, reasonable attorneys' fees and other litigation expenses), whether known or unknown, that may be alleged or brought by any person, Governmental Authority or governmental entity, or any administrative, arbitration, or governmental proceeding, investigation or inquiry affecting or arising out of any asset or right that is a subject of this Deed.

c. **"Contamination"** means the presence, whether known or unknown, at, on, under, originating or migrating from the Property of any chemical, compound, material, substance or other matter that: (a) is a flammable, corrosive, explosive, hazardous, toxic or regulated material, substance or waste, or other injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; or (b) is controlled, designated in, regulated or governed by any Environmental Law. "Contamination" also shall include any increase in Contamination.

d. **"Environmental Law"** or **"Environmental Laws"** means any and all federal, state, or local laws, statutes, ordinances, rules, decrees, orders, or regulations relating to the environment, hazardous substances, materials, or waste, toxic substances, pollutants, or words of similar import, or environmental conditions at, on, under, or originating or migrating from the Property, or soil, water and groundwater conditions, including, but not

limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601, et seq., the Clean Air Act, as amended, 42 U.S.C. § 1857, et seq., the Federal Water Pollution Control Act, as amended, 42 U.S.C. § 1251, et seq., the Federal Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., any amendments to the foregoing, and any similar federal, state or local laws, statutes, ordinances, rules, decrees, orders or regulations.

e. "**Grantee-Related Parties**" means Grantee, its parent, subsidiaries, and Affiliates, and their respective owners, officers, directors, employees, agents, divisions, contractors, invitees, servants, representatives, successors and assigns, (and, if Grantee is a natural person, its heirs and legal representatives) and any lessee, licensee, occupier, user or subsequent owner of the Property.

f. "**Grantor-Related Parties**" means Grantor, its subsidiaries, and Affiliates and their respective owners, officers, directors, employees, agents, divisions, managing agents, contractors, invitees, servants, representatives, successors and assigns.

g. "**Governmental Authority**" or "**Governmental Authorities**" means any governmental (federal, state, local or other), regulatory, judicial, or other competent authority, including without limitation, an authority responsible for the administration or collection of any tax; a body or self-regulating entity responsible for the administration of Environmental Laws, including, with respect to remediation, Remediation Activities and determining NFA Status in Massachusetts, a Licensed Site Professional licensed under M.G.L. c. 21 A, § 19 et seq.; a body or self-regulating entity responsible for any or all parts of the energy sector; and a body or self-regulating entity responsible for planning any related legislative activities. "Governmental Authority" includes any person appointed by any of the foregoing to carry out an investigation or an inquiry.

h. "**No Further Action Status**" or "**NFA Status**" means either: (i) a written determination received from the Governmental Authority having jurisdiction over the Property or Remediation Activities that no further remedial activities are required to meet industrial/commercial clean-up standards (excluding periodic monitoring) under applicable Environmental Laws; (ii) when all necessary remedial activities have been completed to meet applicable industrial/commercial clean-up standards pursuant to a work plan approved by the appropriate Governmental Authority if the applicable Environmental Laws do not provide for such a written determination; or (iii) when all necessary remedial activities have been completed under applicable Environmental Laws to meet applicable industrial/commercial clean-up standards pursuant to a remedial investigation, remediation, or other environmental response work plan approved by the appropriate Governmental Authority if the Governmental Authority has unreasonably delayed or refused to provide such a written determination.

i. "**Remediation Activities**" or "**Remediation Activity**" means any site investigation, study, assessment, testing, monitoring, containment, removal, disposal, closure, corrective action, remediation (whether active or passive), natural attenuation,

bioremediation, response, treatment, cleanup or abatement work, and operations and maintenance, whether on-site or off-site, of Contamination required to achieve NFA Status.

j. **"Person"** means an individual, partnership (whether general or limited), limited liability company, corporation, trust, estate, unincorporated association, nominee, joint venture or other entity that is given, or is recognized as having, legal personality by the law of any jurisdiction, country, state or territory. "Person" includes any emanation of a sovereign state or government, whether national, provincial, local or otherwise, any international organization or body (whether or not having legal personality), and any other juridical entity, in each case wherever resident, domiciled, incorporated or formed.

k. **"Tank"** or **"Tanks"** means and refers to the storage tanks and associated lines and piping used for the storage of petroleum products or other products or materials and located at, on or under the Property, including all orphaned tanks, whether maintained or unmaintained, and tanks previously used, currently used or intended to be used in the operation of a service station.

10. Duration: Enforcement

In the event that a court of competent jurisdiction determines that any particular provision in this Deed is unenforceable or invalid, such invalidity or unenforceability shall not render unenforceable or invalid this Deed as a whole or serve to render the other provisions herein invalid or unenforceable.

Grantee, by executing this Deed, hereby accepts the covenants and provisions of this Deed and agrees to be bound by such covenants and provisions.

Grantee further acknowledges and agrees that all of the rights and restrictions provided for the benefit of Grantor and Grantor-Related parties hereunder shall also continue to remain in full force and effect for the benefit of ExxonMobil Oil Corporation as set forth in that certain Deed dated September 2, 2010 and effective September 8, 2010 and recorded with Middlesex County Registry of Deeds in Book 55344, Page 373.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Deed this 4th day of March, 2021.

GRANTOR:

Witness:

By: _____

GLOBAL COMPANIES LLC

By: _____
Name: Edward J. Farevil
Title: E.VP
Date: 3/4/2021

GRANTEE:

Witness:

By: _____

GLOBAL MONTELLO GROUP CORP.

By: _____
Name: Edward J. Farevil
Title: EVP
Date: 3/4/2021

[acknowledgements appear on the following page]

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex

On this 4th day of March, 2021, before me, the undersigned notary public, personally appeared Edward J. Fanuil, proved to me through satisfactory evidence of identification, which was personal knowledge and driver's license to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as EVP of Global Companies LLC.

Stacey Hickey
Notary Public
My Commission Expires:
9/21/23

STACEY A. HICKEY
Notary Public, Commonwealth of Massachusetts
My Commission Expires Sept. 21 2023

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex

On this 4th day of March, 2021, before me, the undersigned notary public, personally appeared Edward J. Fanuil, proved to me through satisfactory evidence of identification, which was personal knowledge and driver's license to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as EVP of Global Montello Group Corp.

Stacey Hickey
Notary Public
My Commission Expires:
9/21/23

STACEY A. HICKEY
Notary Public, Commonwealth of Massachusetts
My Commission Expires Sept. 21 2023

SCHEDULE A

All that certain parcel of land together with the building and improvements thereon, situated on the southeasterly side of Elm Street and the southwesterly side of West Main Street in Hopkinton, in the county of Middlesex and Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point in the Northwesterly side of said West Main Street at the southeasterly corner of land now or formerly of George V. and Marion W. Doris, said point being the southwesterly corner of the premises herein described and now marked by a steel pipe;

Thence the line runs N 47° 54' 51" E., by the northwesterly line of said West Main Street, two hundred forty-nine and 93/100 (249.93) feet to a point now marked by a steel pipe at land now or formerly of Cecil and Ida Taylor;

Thence N 42° 26' 02" W., by said land now or formerly of Cecil and Ida Taylor, and forming an interior angle of 89° 35' 00" with the line last mentioned, one hundred forty-four and 87/100 (144.87) feet to a point in the said southeasterly line of Elm Street now marked by a drill hold in the wall;

Thence S 42° 45' 58" W., by the southeasterly line of said Elm Street and forming an interior angle of 85° 12' 00" with the line last mentioned, one hundred twenty-five and 77/100 (125.77) feet to a point in the said southeasterly line of Elm Street;

Thence S 50° 58' 28" W., still by the southeasterly line of said Elm Street, and forming interior angle of 188° 12' 30" with the line last mentioned, sixty and 99/100 (60.99) feet to a point in said southeasterly line of Elm Street now marked by a drill hold in the wall;

Thence S 51° 51' 48" W., still by the southeasterly line of said Elm Street, and forming interior angle of 180° 53' 20" with the line last mentioned, one hundred twenty-five and 27/100 (125.27) feet to a point in said southeasterly line of Elm Street at land now or formerly of George V. and Marion W. Dorin, now marked by a drill hold in the wall;

Thence S 44° 24' 22" E., by said land now or formerly of George V. and Marion W. Dorin, and forming an interior angle of 83° 43' 50" with the line last mentioned, forty-nine and 87/100 (49.87) feet to a point;

Thence S 73° 46' 51" E., by said land now or formerly of George V. and Marion W. Dorin, and forming an interior angle of 150° 37' 31" with the line last mentioned, one hundred eleven and 00/100 (111.00) feet to a point;

Thence S 28° 08' 55" E., by said land now or formerly of George V. and Marion W. Dorin, one and 13/100 (1.13) feet to West Main Street and the point of beginning.

Containing 40,030 square feet.

Said premises are shown on a plan entitled: "Plan of Land in Hopkinton, Mass. Scale: 20 feet to the inch, Date: June 12, 1967, Rev: June 20, 1967, Surveyed for Mobil Oil Corporation, Surveyed by United Surveyors & Engrs. Braintree, Massachusetts", recorded with the Middlesex South District Registry of Deeds as Plan No. 584 of 1986 in Book 11516, Page 556.

Department of Revenue
Certificate of Good Standing

Massachusetts
Department of Revenue

PO BOX 7073 BOSTON, MA 02204

GEOFFREY E. SNYDER, COMMISSIONER
CHARLENE HANNAFORD, DEPUTY COMMISSIONER

Collections Bureau, Certificate Unit
Telephone: (617) 887-6400
Date: 03/03/21

HOPKINTON FRIENDLY SERVICE INC
92 W MAIN ST
HOPKINTON MA 01748
FID# XXX XX 0236

CERTIFICATE OF COMPLIANCE IN ACCORDANCE WITH CHAPTER 62C SECTION 49A(c)

The Commissioner of Revenue certifies as of the above date, that the above named individual or entity is in compliance with its tax obligations payable under M.G.L. c. 62C, Sections 49A(c) including corporation excise, sales and use taxes, sales tax on meals, withholding taxes, room occupancy excise and personal income taxes, with the following exceptions.

This Certificate certifies that individual taxpayers are in compliance with income tax obligations and any taxes related to a sole proprietorship. Persons deemed responsible for the payment of taxes on behalf of a corporation, partnership or other business entity may not use our automated process to obtain a certificate.

This Certificate does not certify that the entity's standing as to 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 GENERAL LAWS, CHAPTER 62C SECTION 52.

Charlene Hannaford
Deputy Commissioner

Department of Unemployment Assistance
Certificate of Compliance

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR

323689648

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

HOPKINTON FRIENDLY SERVICE INC
92 W Main St
Hopkinton, MA 01748-1642

EAN: 82314401
February 26, 2021

Certificate Id:45841

The Department of Unemployment Assistance certifies that as of 2/26/2021 ,HOPKINTON FRIENDLY SERVICE 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

CHARLES F. HURLEY BUILDING • 19 STANIFORD STREET • BOSTON, MA 02114
www.mass.gov/uima

Town of Hopkinton
General License Application

TOWN OF HOPKINTON
SELECT BOARD

GENERAL LICENSE APPLICATION

DATE: 3/10/21

(Please check all boxes that apply):

☒ **Alcohol** ☐ **Common Victualler** ☐ **Livery/Limo** ☐ **Class I** ☐ **Class II** ☐ **New license** ☐ **Renewal**
☐ **Other**_____
(please specify)

(Please complete application in full)

Global Montello Group Corp.	James Brodeur
Applicant/Owner	**Manager of business**

Mobil Mart Hopkinton	
Business Name	**DBA (if different)**

800 South Street, Suite 500	(508) 435-3690	SHickey@globalp.com
Street Address/PO Box	**Telephone (required)**	**Email (required)**

Waltham	MA	02453
City/Town	**State**	**Zip**

The licensed premises, activity, or equipment shall be located at the following address:

92 West Main Street, Hopkinton, MA 01748

This license is requested for the following expected hours of operation and days of the week:

x	**Sunday**	**Hours:** 10am-11pm
x	**Monday**	**Hours:** 8am-11pm
x	**Tuesday**	**Hours:** 8am-11pm
x	**Wednesday**	**Hours:** 8am-11pm
x	**Thursday**	**Hours:** 8am-11pm
x	**Friday**	**Hours:** 8am-11pm
x	**Saturday**	**Hours:** 8am-11pm

Type of Business: Gas station/convenience store with Wine & Malt Package Store License

Describe activity in the space below details of the license you're applying for:

Application for transfer of Wine & Malt Beverages Package Store License from Hopkinton Friendly Service, Inc. at existing location.

I certify under pains of perjury that I, to the best knowledge and belief, have filed all state tax returns and paid all state taxes required under law, and that all the information in this application are to the best of my knowledge true and correct,.

Edward J. Fenech, Exec VP — 3/10/2021

Signature **Date**

Check list for additional information to be included with General Application (if applicable):

- ❒ **Application Fee (must accompany application - no fee for Parade Permits)**
- ❒ **CORI Form**
- ❒ **Floor/Seating Plan**
- ❒ **Certificate of Insurance Liability**
- ❒ **Worker's Compensation Certificate**
- ❒ **TIPS Certification (Alcohol only)**
- ❒ **Safety Plan***
- ❒ **Litter Control Plan***

***must be included with all Special Temporary Alcohol License and Parade Permit applications**

- ❒ **Entertainment License application (if applicable)**

Revised 10/9/19

Worker's Compensation Insurance Affidavit

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

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information **Please Print Legibly**

Business/Organization Name: Global Montello Group Corp.

Address: 800 South Street, Suite 500

City/State/Zip: Waltham, MA 02453 Phone #: (781) 894-8800

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

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

Insurance Company Name: Liberty Mutual Insurance

Insurer's Address: 175 Berkeley St

City/State/Zip: Boston, MA 02116

Policy # or Self-ins. Lic. #: WA7-69D-460006-010 Expiration Date: 10/1/2021

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

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

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

Signature: David Dudley Date: 10/16/2020

Phone #: 781-398-4032

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

City or Town: _____ **Permit/License #** _____

Issuing Authority (check one):

1. ☐ **Board of Health** 2. ☐ **Building Department** 3. ☐ **City/Town Clerk** 4. ☐ **Licensing Board**
5. ☐ **Selectmen's Office** 6. ☐ **Other** _____

Contact Person: _____ **Phone #:** _____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

10/1/2021

DATE (MM/DD/YYYY) 10/6/2020

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

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

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1369067 Global Montello Group Corp. 404 Wyman St, Ste 425 Waltham MA 02451	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Liberty Insurance Corporation 42404 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES GLOPA01 **CERTIFICATE NUMBER:** 17045922 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$ XXXXXXX
	OTHER:						PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	WA7-69D-460066-010	10/1/2020	10/1/2021	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

17045922
Evidence of Insurance

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

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KALIKOW, KALIKOW & TRUAX
ATTORNEYS AT LAW
VINNIN SQUARE
530 LORING AVENUE, SUITE 101
SALEM, MASSACHUSETTS 01970

JOSEPH KALIKOW
(1936-1999)
ALAN M. KALIKOW
THOMAS T. TRUAX

SWAMPSCOTT/SALEM LINE
TELEPHONE (978) 741-9000
FACSIMILE (978) 741-2020
E-MAIL kkt9000@comcast.net

BY OVERNIGHT MAIL

April 15, 2021

Select Board
Town of Hopkinton
18 Main Street
Hopkinton, MA 01748

Re: Application for Transfer of a Retail Package Store All Alcoholic Beverages License from RKY-HPTK Corp to
Jai Shiv Om Kara, Inc, d/b/a Hopkinton Wine & Spirits
77 West Main Street
Hopkinton, MA

Dear Sir/Madam:

On behalf of the proposed Licensee, enclosed please find the following documents:

1. DOR Certificate of Good Standing;
2. DUA Certificate of Compliance;
3. Application for a Transfer of License and Manager Application;
4. Articles of Organization;
5. CORI Request form for Kishan A. Patel;
6. CORI Request Form for Makesh M. Patel;
7. CORI Request Form for Mohil Sopariwala;
8. CORI Request Form for Meena Patel;
9. Purchase and Sale Agreement;
10. Proof of Citizenship for Kishan A. Patel, Mukesh M. Patel and Mohil Sopariwala;
11. Corporate Vote;
12. Rockland Trust loan letter and 3 months bank statements;

13. Proposed Commercial Promissory Note and Assignment of Pledge of Liquor License and Alcohol Inventory;

14. Lease and Agreement to Execute Lease;

15. Monetary Transmittal Form and Payment Receipt.

16. General License Application;

17. TIPS Certifications for Kishan A. Patel and Meena Patel; (AIM)

18. Check for $1,000.00 payable to the Town of Hopkinton.

Kindly process the same in the usual manner.

Very truly yours,

KALIKOW, KALIKOW & TRUAX
BY:

THOMAS T. TRUAX
TTT/jal/ltr
Enclosures

'21 APR 20 PM2:53

TOWN OF HOPKINTON
SELECT BOARD

GENERAL LICENSE APPLICATION

DATE: April 12, 2021

(Please check all boxes that apply):

☑ **Alcohol** ☐ **Common Victualler** ☐ **Livery/Limo** ☐ **Class I** ☐ **Class II** ☐ **New license** ☐ **Renewal** ☐ **Other** _____
(please specify)

(Please complete application in full)

Jai Shiv Om Kara, Inc.	Kishan A. Patel
Applicant/Owner	**Manager of business**

Hopkinton Wine & Spirits	
Business Name	**DBA (if different)**

25 Darling Way	781-975-6818	kpatel4334@gmail.com
Street Address/PO Box	**Telephone (required)**	**Email (required)**

Stoughton	MA	02072
City/Town	**State**	**Zip**

The licensed premises, activity, or equipment shall be located at the following address:

77 West Main Street

This license is requested for the following expected hours of operation and days of the week:

X	**Sunday**	**Hours:** 10:00 a.m. to 8:00 p.m.
X	**Monday**	**Hours:** 9:00 a.m. to 10:00 p.m.
X	**Tuesday**	**Hours:** 9:00 a.m. to 10:00 p.m.
X	**Wednesday**	**Hours:** 9:00 a.m. to 10:00 p.m.
X	**Thursday**	**Hours:** 9:00 a.m. to 10:00 p.m.
X	**Friday**	**Hours:** 9:00 a.m. to 10:00 p.m.
X	**Saturday**	**Hours:** 9:00 a.m. to 10:00 p.m.

Type of Business: liquor store

Describe activity in the space below details of the license you're applying for:

transfer of package storeall alcoholic beverages license operation to remain unchanged

I certify under pains of perjury that I, to the best knowledge and belief, have filed all state tax returns and paid all state taxes required under law, and that all the information in this application are to the best of my knowledge true and correct,.

x _____ x 4/12/21

Signature **Date**

Check list for additional information to be included with General Application (if applicable):

- ☐ **Application Fee (must accompany application - no fee for Parade Permits)**
- ☐ **CORI Form**
- ☐ **Floor/Seating Plan**
- ☐ **Certificate of Insurance Liability**
- ☐ **Worker's Compensation Certificate**
- ☐ **TIPS Certification (Alcohol only)**
- ☐ **Safety Plan***
- ☐ **Litter Control Plan***

***must be included with all Special Temporary Alcohol License and Parade Permit applications**

- ☐ **Entertainment License application (if applicable)**

Revised 10/9/19

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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality: Hopkinton

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.

Sale of liquor store business including transfer of package store all alcoholic beverages license. Financing provided by Rockland Trust Company who is requesting a pledge of license and inventory.

2. LICENSE CLASSIFICATION INFORMATION

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

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number	00010-PK-0544	FEIN	86-3075106
Entity Name	Jai Shiv Om Kara, Inc.		
DBA	Hopkinton Wine & Spirits	Manager of Record	Kishan A. Patel
Street Address	77 West Main Street, Hopkinton, MA 01748		
Phone	508-435-1292	Email	kpatel4334@gmail.com
Add'l Phone	781-975-6818	Website	N/A

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.

The premises to be licensed is locataed on the first floor of 2 story building containing 2,434 sf of retail space and 812 sf of storage space in the basement

Total Sq. Footage	3,246	Seating Capacity	N/A	Occupancy Number	N/A
Number of Entrances	2	Number of Exits	2	Number of Floors	1

MA SOC Filing Number: 202149093990 Date: 4/8/2021 5:56:00 PM

The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Supplemental Information
(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: JAI SHIV OM KARA, INC.

2. Current registered office address:
Name: KISHAN A. PATEL
No. and Street: 1566 WASHINGTON STREET
City or Town: HOLLISTON State: MA Zip: 01740 Country: USA

3. The following supplemental information has changed:

__ *Names and street addresses of the directors, president, treasurer, secretary*

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	KISHAN A PATEL	25 DARLING WAY STOUGHTON, MA 02072 USA
TREASURER	MUKESH M. PATEL	3165 NEWCASTLE DRIVE MOBILE, AL 36695 USA
SECRETARY	MEENA PATEL	25 DARLING WAY STOUGHTON, MA 02072 USA
DIRECTOR	KISHAN A PATEL	25 DARLING WAY STOUGHTON, MA 02072 USA

__ **Fiscal year end:**
December

__ **Type of business in which the corporation intends to engage:**

LIQUOR STORE

__ **Principal office address:**

No. and Street: 25 DARLING WAY
City or Town: STOUGHTON State: MA Zip: 02072 Country: USA

a. Street address where the records of the corporation required to be kept in the Commonwealth are

Signed by KISHAN A. PATEL , its PRESIDENT
on this 8 Day of April, 2021

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All Rights Reserved

MA SOC Filing Number: 202149093990 Date: 4/8/2021 5:56:00 PM

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:

April 08, 2021 05:56 PM

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

MA SOC Filing Number: 202149095110 Date: 4/8/2021 5:59:00 PM

The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Registered Office Address by Registered Agent

(General Laws, Chapter 156D, Section 5.02 AND Section 15.08; 950 CMR 113.22)

Name of registered agent: KISHAN A. PATEL

Exact name of corporation: JAI SHIV OM KARA, INC.

Current registered office address: 1566 WASHINGTON STREET HOLLISTON , MA 01740

New registered office address:

No. and Street: 25 DARLING WAY

City or Town: STOUGHTON State: MA Zip: 02072 Country: USA

The street address of the registered office of the corporation and the business address of the registered agent are identical as required by General Laws, Chapter 156D, Section 5.02.

This certificate is effective at the time and on the date approved by the Division, unless a *later* effective date not more than *ninety days* from the date and time of filing is specified:
Time:

SIGNED, this 8 Day of April, 2021,
KISHAN A. PATEL **, Signature of Registered Agent.**

© 2001 - 2021 Commonwealth of Massachusetts
All Rights Reserved

MA SOC Filing Number: 202149095110 Date: 4/8/2021 5:59:00 PM

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:

April 08, 2021 05:59 PM

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

ASSET PURCHASE AGREEMENT

AGREEMENT made this 22nd day of March, 2021 by and among Rky-Hptk Corp., a Massachusetts corporation doing business as "Hopkinton Wine & Spirits" at 77 West Main Street, Hopkinton, Massachusetts, (the "Seller"), and Jai Shiv Om Kara Inc, a Massachusetts corporation (the "Buyer").

WHEREAS, the Seller owns and operates a package store known as "Hopkinton Wine & Spirits" which business is located at 77 West Main Street, Hopkinton, Massachusetts (the "Business"); and

WHEREAS, Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller, the Business upon the terms and conditions hereinafter set forth.

In consideration of One ($1.00) Dollar and other valuable considerations by each of the parties hereto to the other paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter set forth, the parties have agreed and by these presents do hereby agree as follows:

1. SALE OF CERTAIN ASSETS. The Seller agrees to sell and the Buyer agrees to buy the following assets of the Business (the "Assets"):

(a) Personal Property. All personal property now owned by the Seller, and used or usable in connection with the Businesses, including without limiting the generality of the foregoing, all furniture, fixtures and equipment, said personal property being more particularly described in the list attached hereto and marked "A" (the "Personal Property"). All Personal Property used in the Business and listed in Exhibit A is owned by, or shall be owned by, the Seller at the time of closing and conveyed to the Buyer free and clear of all licenses or encumbrances. Any equipment leases shall be paid off in full and terminated at the time of

closing and conveyed to the Buyer free and clear of said lease or any liens related thereto, unless otherwise noted in Exhibit A.

(b) Inventory. The inventory of the Business as hereinafter described.

(c) Business and Good Will. The Buyer shall be given all rights of the Seller to the Business and good will of the Seller and all of Seller's right to use the name "Hopkinton Wine & Spirits" and the current telephone numbers of the Business.

(d) Transfer of Licenses. To the extent that they are transferable the Seller shall transfer to the Buyer all of the licenses currently used by the Seller in the operation of the Business, including the all alcoholic beverage package store license (the "Liquor License") and the lottery sales agency license (the "Lottery License") issued to the Seller. The "Liquor License" a copy of which is attached hereto and marked Exhibit B, will not have any restrictions, other than the hours listed on Exhibit B or placed on every license in the Town of Hopkinton by operation of law, regulation or town ordinance or decree.

The Personal Property and inventory shall be transferred by a general Bill of Sale of the Seller conveying, free from all claims, liens and encumbrances, all of the assets to be sold pursuant to the terms hereof.

2. EXCLUSIONS. The following items of personal property are excluded from this sale:

(a) Money either in the bank in the name of the Seller or on the premises at the time of closing.

(b) Accounts receivable.

(c) Loans to employees.

(d) Corporate records, minute books, income or corporate excise tax returns or records relating thereto, bank records, monthly or annual accounting reports or accounts payable vouchers, paid checks, general operating and receivable ledgers, cash receipt books, federal and state employee earnings reports, payroll records, journals, and other similar books and accounts, for any period or periods prior to the closing date.

3. PURCHASE PRICE. (a) For said Bill of Sale, conveyance and transfer, the Buyer, or its nominee, shall pay the total sum of Nine Hundred Thousand and 00/100 ($900,000.00) Dollars as follows:

(i) One Thousand and 00/100 ($1,000) Dollars has been paid upon the execution of the Purchase Offer, the receipt of which is acknowledged by the Seller;

(ii) Forty-Nine Thousand and 00/100 ($49,000) Dollars has been paid upon the execution hereof, the receipt of which is acknowledged by the Seller; and

(ii) Eight Hundred Fifty Thousand and 00/100 ($850,000.00) Dollars shall be paid in cash, by certified or bank treasurer's check or by Buyer's closing counsel's IOLTA conveyancing account check at the time of closing.

(b) Addition to Purchase Price. In addition to the purchase price set forth in paragraph (a) above, the Buyer, shall be responsible to pay to the Seller the amount of inventory of useable and saleable products for sale in the regular course of the Seller's business. The value of the inventory shall be the Seller's cost for the same. The Buyer shall not be required to purchase more than $200,000.00 of inventory, and the Seller shall be responsible for removing any inventory above that amount from the Business upon closing. The amount of inventory shall be paid by Buyer at closing by cash or by certified or bank treasurer's check. Useable and saleable products shall not include inventory that is expired or damaged.

(c) Other Adjustments. Adjustments shall be made at the time of the closing for the following: license fees, utility deposits, and for all prepaid contracts and all other matters customarily adjusted at a closing for the sale of a business.

(d) Allocation of Purchase Price. The Purchase Price shall be allocated among the Personal Property and other business assets being sold by mutual agreement at the Closing (the "Allocations"). Seller and Buyer agree to be bound by the Allocations and to complete and attach Internal Revenue Form 8594 to their respective federal income tax returns to reflect the Allocations in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). Buyer shall file all tax returns (including amended tax returns and claims for refunds) in a manner consistent with this Section 3(b) and shall not take any position inconsistent with the Allocations unless required to do so in accordance with a "determination" as defined in Section 1313(a)(i) of the Code or as otherwise required by Law; provided, however, that the tax basis in the Business Assets may exceed the total amount allocated in order to reflect Buyer's capitalized transaction costs not included in the Cash Purchase Price included in amount realized, and Seller's amount realized may be less than the total amount allocated in order to reflect Seller's transaction costs.

(e) Ten Thousand ($10,000.00) Dollars of the Seller's net sales proceeds shall be held in escrow by Joseph H. Devlin, Esquire, for thirty (30) days following the closing to ensure that all alcohol wholesalers are paid. The Seller hereby authorizes Attorney Devlin to disburse from this escrow all sums required to pay any outstanding debts to said wholesalers. Upon the expiration of said thirty (30) day period, Attorney Devlin is hereby authorized to return any unused sales proceeds to the Seller

4. REPRESENTATIONS AND COVENANTS OF SELLER. The Seller warrants, represents and covenants the following:

(a) The Seller is a Massachusetts corporation and as of the date of closing will be in good standing and legally existing.

(b) As of the date of closing, the Seller will be the owner and will have good and marketable title to all assets being sold, free and clear from all encumbrances except with regard to any assets otherwise noted on Exhibit A.

(c) The Seller, to its knowledge, has complied with all laws, rules and regulations of the town, state and federal governments relative to the operation of a package store business.

(d) The Seller has not entered into any contract to sell or mortgage the Business or any portion thereof other than with the Buyer.

(e) As of the date of closing there will be no litigation or other proceedings pending known or threatened against the Seller.

(f) The Bill of Sale and instruments of assignment to be delivered at the closing will transfer to the Buyer all of the Personal Property used by the Seller at the location of the Business except with regard to any Personal Property otherwise noted on Exhibit A attached hereto.

(g) The Bill of Sale will state that this conveyance and transfer is free and clear from all encumbrances and will contain the usual warranties of title which will survive the closing.

(h) The Business will be conducted up to the date of the closing in accordance with all laws, rules and regulations of the town, state and federal governments.

(i) No judgments, postings or liens will be outstanding at the time of closing against the Seller or against the Business.

(j) As of the date of closing the financial records of the Business given by the Seller to the Buyer shall have been true and accurate.

(k) Seller has not entered into any contracts regarding the Business which will be in effect at the time of closing except as otherwise disclosed on Exhibit B attached hereto.

(l) The Seller has paid or will pay prior to closing all social security, withholding and unemployment taxes relating to the operation of the Business and due and payable by it to the town, state and federal governments prior to the closing date.

(m) The Seller has filed or will file, prior to the closing or within ninety (90) days thereafter, all tax returns required by law to be filed for all periods prior to the closing and has paid or will pay all taxes due and payable by Seller to the federal, state, county or town governments for all periods prior to the closing.

(n) At the time of closing, all furniture, furnishings, fixtures and equipment shall be in good working condition. The Buyer shall have the right to inspect the furniture, furnishings, fixtures and equipment at any time prior to closing to insure Seller's compliance herewith.

5. NO ASSUMPTION OF LIABILITIES. The parties agree and acknowledge that the Buyer is not assuming any liabilities or obligations of the Seller whatsoever with regard to the Business unless expressly set forth herein. All amounts owed to liquor distributors and to the Massachusetts State Lottery Commission shall be paid in full prior to the closing or from the sale proceeds.

6. CLOSING. The closing shall take place at the Buyer's lender's counsel's office in or within Fifteen (15) days after all licenses necessary to operate the Business (including the liquor license and the lottery license) have been transferred to, or issued to, the Buyer, unless some other time and place shall have been mutually agreed upon. Provided, however, in the event that

said licenses have not been obtained or transferred by a date one hundred and fifty (150) days from the date of the execution of this Agreement by both parties, either party may terminate this Agreement upon ten (10) days' written notice to the other (unless said licenses are obtained or transferred within such ten (10) day period in which event this Agreement shall not be terminated) and all deposits made hereunder shall be refunded forthwith.

At the closing, and as a condition precedent to the payment of the purchase price provided for in Paragraph 3 hereof, the Seller shall deliver to the Buyer the following documents:

(a) A Bill of Sale conveying good title to the Personal Property with the usual warranties of title in accordance with this agreement, free from all encumbrances.

(b) A Certificate of Good Standing issued by the Secretary of State's Office of the Commonwealth of Massachusetts.

(c) A Waiver of Corporate Excise Tax Lien issued by the Massachusetts Department of Revenue.

(d) A vote of all of the issued and outstanding shares of the stock of the Seller entitled to vote, authorizing the sale of the Business to the Buyer.

(e) Any other documents reasonably required by the Buyer's counsel in order to effectuate the transfer contemplated herein.

7. COVENANT NOT TO COMPETE. The Seller agrees that the Seller shall execute a Covenant Not to Compete at the closing pursuant to which the Seller, Ravi Patel, Yogesh Patel and Kalpesh Desai shall agree not to engage in the package store business as owner, partner, stockholder, employee or in any other capacity for a period of five (5) years within a radius of five (5) miles of the Business; further, the Seller agrees not to use the name

"Hopkinton Wine & Spirits" or any variant thereof in connection with any business competing directly or indirectly with the Buyer.

8. RISK OF LOSS. The Seller assumes all risks of destruction, loss or damage due to fire or other casualty up to the date of closing. If the destruction, loss or damage is such that the Business is substantially interrupted or curtailed, or if the amount of the damage is reasonably estimated to exceed the sum of Twenty-Five Thousand and 00/100 ($25,000) Dollars, then the Buyer shall have the option to terminate this Agreement, and all payments made hereunder shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto. If the destruction, loss or damage is such that the Business is neither interrupted nor curtailed, the purchase price shall be adjusted by mutual agreement of the Buyer and Seller at the closing to reflect such destruction, loss or damage.

9. ACCEPTANCE OF BILL OF SALE. Except as herein otherwise provided, the acceptance of the Bill of Sale by the Buyer or his nominee shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are by the express terms hereof to be performed after the delivery of the instruments of transfer and the payment of the purchase price.

10. SURVIVAL OF REPRESENTATIONS. All representations, warranties, and agreements made by the Seller in this agreement or pursuant hereto, except as otherwise expressly stated, shall survive the closing for a period of one year.

11. INDEMNITY. The Seller agrees to indemnify and save harmless the Buyer against any loss, costs and expenses, including reasonable attorney's fees, which the Buyer may incur or sustain by reason of any claims made against the Buyer for any obligation incurred by

the Seller for which the Buyer becomes liable including (i) any claims successfully asserted against Buyer arising out of Seller's ownership of the Business prior to the closing or sale of the Business and not assumed by the Buyer in writing, and (ii) any claim successfully asserted arising pursuant to Seller's representations or warranties contained in this Agreement.

The Buyer agrees to indemnify and save harmless the Seller against any loss, costs and expenses including reasonable attorney's fees, which Seller may have or sustain by reason of any claims made against the Seller which are the obligation of the Buyer.

12. EXTENSION OF TIME OF PERFORMANCE. If the Seller shall be unable to give title or to make delivery as above stipulated, any payments made under this Agreement shall be refunded and all other obligations of the parties hereto shall cease; PROVIDED, however, that Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days.

13. DEPOSIT. All deposits made hereunder shall be held in escrow by the Seller's attorney, Joseph H. Devlin of Upton Connell & Devlin, LLP, and duly accounted for at closing. All deposits shall be held in escrow by the Escrow Agent upon the following conditions:

(a) In the event Closing occurs, the Escrow Agent, upon written notice given by both the Buyer and Seller, or per a valid court order, shall forthwith pay over to the Seller or its nominee the Deposit held by it, and the Escrow Agent shall thereupon be discharged from all liability therefore.

(b) In the event either party exercises its option to terminate under the Agreement which allows for the return of the deposit to Buyer, unless Buyer is in default or otherwise

breaches the Agreement, the Escrow Agent, upon written notice given by both the Buyer and Seller, or per a valid court order, shall forthwith pay over to the Buyer or its nominee the Deposit held by it, and the Escrow Agent shall thereupon be discharged from all liability therefore, and all rights of the Buyer and the Seller under this Agreement shall thereupon terminate.

(c) If the License Application is disapproved and denied due to the material and willful breach of this Agreement by the Buyer, the Escrow Agent, upon written notice given by both the Buyer and Seller, or per a valid court order, shall forthwith pay over to the Seller or its nominee the Deposit held by it, and the Escrow Agent shall thereupon be discharged from all liability therefore. Payment of the Deposit to Seller shall be Seller's sole and exclusive remedy under this Agreement, and Seller waives and releases any other claims it may have now or in the future under this Agreement.

(d) In all other circumstances, the Escrow Agent, upon written notice given by both the Buyer and Seller, or per a valid court order, shall forthwith pay over to the party designated in the notice or order, or its nominee, the Deposit held by him, and the Escrow Agent shall thereupon be discharged from all liability therefore, and all rights of the Buyer and the Seller under this Agreement shall thereupon terminate.

If the parties are unable to agree to give notice to the Escrow Agent to release the Deposit, and either party is required to obtain a court order to release the Deposit, then the prevailing party in any such court action shall be entitled to costs and reasonable attorney's fees.

Since a member of the firm of Upton Connell & Devlin, LLP, is acting as both Escrow Agent for the deposit and Buyer's Counsel, the duties of the Escrow Agent shall be determined

by the express provisions of this Agreement and are purely ministerial in nature. If there is any dispute between the parties hereto as to whether or not the Escrow Agent is obligated to disburse or release the funds held under and pursuant to this Agreement the Escrow Agent shall not be obligated to make such disbursement or delivery, but in such event may hold the funds until receipt by the Escrow Agent of an authorization in writing signed by all persons having an interest in said dispute, directing the disposition of the funds or until a final determination of the rights of the parties in an appropriate legal proceeding. If the Escrow Agent does not distribute and such written authorization is not given, or proceedings for such determination are not begun and diligently continued, the Escrow Agent may, but is not required to, retain counsel and bring an appropriate action or proceeding for leave to deposit the funds pending such determination. The Escrow Agent shall be reimbursed for all costs and expenses incurred by it in connection with the duties to be performed under this agreement and in connection with any such action or proceeding, including attorney's fees and disbursements, by the parties hereto. Upon delivery of the funds as provided herein, the Escrow Agent shall have no further liability hereunder. If threatened with litigation, the Escrow Agent is hereby authorized by the undersigned to interplead all interested parties in any court of competent jurisdiction and to deposit the funds, if still in the possession of the Escrow Agent, with the clerk of the court and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement.

The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct. The parties hereto each release the Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith in the performance of its obligations and duties hereunder. The Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that

any person purporting to give any writing. notice, or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

The undersigned hereby further acknowledge that Escrow Agent has acted as attorney for one (1) or more of the parties to this Escrow, and further agree that when acting pursuant to this Escrow, Escrow Agent shall act solely as Escrow Agent pursuant to the terms and conditions of this Escrow.

The undersigned jointly and severally agree to protect and indemnify the Escrow Agent for, and hold it harmless against, any loss, liability, or expense incurred without the willful misconduct on the part of the Escrow Agent, arising out of or in connection with the acceptance of, or the performance of its duties under this Agreement, as well as the costs and expenses of defending against any claim or liability arising under this Agreement.

All notices, demands and instructions hereunder shall be in writing, postage prepaid, return receipt requested and if to the individual Escrow Agent to that person at:

Joseph H. Devlin, Esq.
Upton Connell & Devlin, LLP
171 High Street,
Newburyport, MA 01950
PH: 617-514-2837
jdevlin@ucdlaw.com

14. BUYER'S DEFAULT. In the event of default of the Buyer hereunder, any deposit paid by the Buyer hereunder shall be retained by the Seller as liquidated damages, which shall be the sole remedy at law and in equity for the Seller. The Buyer and Seller agree that in the event of default by the Buyer the amount of damages suffered by the Seller will not be easy

to ascertain with certainty and, therefore, Buyer and Seller agree that the amount of the Buyer's deposit represents a reasonable estimate of the damages likely to be suffered.

15. BROKER. It is agreed by and between the parties that the no broker or agent brought about the sale of the Business. If it should be determined that any broker or agent is due a commission the party engaging the services of such other broker or agent shall be fully and solely obligated to pay such commission.

16. CONDITIONS OF SALE. This Agreement is subject to the following:

(a) The transfer from Seller or the direct procurement by Buyer from appropriate authorities, of all necessary licenses, permits and approvals for the operation of a package store and the Business as it is currently being operated. This shall include, but not be limited to the Liquor License, Lottery License, occupancy permit or any other permits or permissions (the license and permits after the Liquor License being referred to hereafter as the "Other Permits"). The Seller has provided to the Buyer a certificate of good standing from the Massachusetts Department of Revenue ("MDOR COGS") and a Certificate of Compliance from the Massachusetts Division of Unemployment Assistance ("MDUA COC") upon the execution of this agreement which Buyer shall require in order to file an application for the transfer of the liquor license.

Within fifteen (15) business days from the execution of this Agreement by both parties, the Buyer shall file an application (the "Liquor Application") to transfer Liquor License with the Town of Hopkinton. Seller agrees to cooperate in the transfer of the Liquor License and to execute and deliver such documents and other things necessary or desirable to effectuate the submission of the Liquor Application and approval in a timely manner. Buyer shall be solely responsible for the transfer of the Liquor License, and Buyer shall use diligent efforts to pursue

the Liquor Application and the approvals of the Other Permits and respond to all inquiries and reasonable requests for information from all applicable governmental and civic organizations. Failure of the Buyer to use diligent efforts in pursuing the Liquor Application and Other Permits shall be considered a default under the provisions of this Agreement.

(b) The Buyer's satisfactory review of the new lease between the owner of the premises at which the Business is located, as landlord, and the BUYER, as tenant for the premises at 77 West Main Street, Hopkinton, Massachusetts, which said lease shall be satisfactory to the Buyer in the Buyer's sole discretion under terms and conditions satisfactory to the Buyer in Buyer's sole discretion, provided that Buyer notifies Seller within fifteen (15) days from the date of execution hereof that Buyer is dissatisfied with the lease, the Buyer shall have the right to terminate this Agreement. Failure to so notify the Seller shall be deemed to be a waiver of the contingency with respect to Buyer's review of the lease. If said lease is satisfactory, then execution of said lease or an agreement to execute lease by the landlord shall occur on or before the 15 business day period referred to in Par 16(a) above.

(c) The Buyer obtaining financing in order to help finance the acquisition of the Business from a bank or other institutional lender in an amount at least equal to 80% of the Purchase Price. If the Buyer is unable to obtain a commitment for such financing, Buyer must notify the Seller on or before 5:00pm on the 45th day after the date of execution of this Agreement by both parties.

(d) Buyer's satisfactory review of the Seller's financial records for the Business. Provided, however, that said review shall be conducted and completed by the Buyer within fourteen (14) days from the date of the accepted offer and that Buyer notifies the Seller that he is dissatisfied with the financial records and his intent to terminate the Agreement based thereon.

(e) The Seller may at any time up until the delivery of the executed Bill of Sale and other closing documents referred to herein, and the payment of the full consideration contained herein, terminate this Agreement at his sole discretion, with written notice to the Buyer. Notwithstanding the foregoing, if the Seller terminates this Agreement at any time after execution by both parties but prior to the day of Closing pursuant to this Section 16(e), , then the Seller (1) shall pay to the Buyer all of its reasonable fees and expenses incurred in prosecuting the terms and conditions of this Agreement from the date of this Agreement to the date of termination, and except for a sale or transfer to the Buyer or its principals, (2) agrees not to sell the Business to anyone for a period of two (2) year following date of termination. The requirement to pay of Buyer's reasonable fees and expenses and restriction of a sale within two (2) years apply only to a termination by Seller under Section 16(e) and not as a result of the breach of this Agreement by the Buyer or by operation of another provision contained in the Agreement or of law, and does not apply to a termination under Section 16(e) on the day of Closing.

If any of these conditions are not satisfied then all deposits hereunder shall be returned forthwith to the Buyer.

17. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable the Seller to make conveyance and transfer as herein provided, the Seller may at the time of delivery of the Bill of Sale and other instruments of transfer, use the purchase money or any portion thereof, to clear title of any or all encumbrances; PROVIDED, that all instruments so procured are recorded simultaneously, or reasonably thereafter, with the delivery of said Bill of Sale.

18. SELLER'S COOPERATION. Seller covenants that it will execute and deliver all such documents and instruments and take all such action as Buyer may reasonably request in

order to further effectuate the purpose of this Agreement and to carry out the terms hereof. This covenant shall survive the closing.

19. NOTICES. Any notice, demand, request or other instrument which may be or is required to be given under this Agreement shall be deemed to have been duly given if in writing and (a) sent by facsimile, email or other commonly used mode of electronic or digital transmission, if a facsimile number or email address is provided in this Agreement; (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested; or (c) delivered personally or sent by a nationally recognized overnight courier, all charges prepaid, at the addresses of SELLER and BUYER as set forth in this Paragraph. Notice given to either party's legal counsel shall be deemed to have been given to the represented party. Such address or other contact information may be changed by written notice to the other party in accordance with this Paragraph.

If to the Buyer:

Thomas T. Truax, Esq.
Kalikow, Kalikow & Truax
530 Loring Avenue, Suite 101
Salem, MA 01970
978-741-9000
fax 978-741-2020
tttruax@comcast.net

If to the Seller:

Joseph H. Devlin, Esquire
Upton, Connell & Devlin, LLP
171 High Street
Newburyport, MA 01950
(617) 514-2828 Phone
(617) 514-2825 Fax
jdevlin@devlinlawoffices.com

Notice given pursuant to the method described in (a) shall be deemed effective only upon receipt by the party to whom such notice is addressed, within the time frame applicable to such notice. All notices given pursuant to the methods described in (b) and (c) shall be deemed effective upon mailing. Either party may notify the other of a new address, in which case such new address shall be employed for all subsequent mailings. The effective date of such notice of new address shall be determined by the method of notice used pursuant to (a), (b) and (c) above. The parties agree that this Agreement and any amendment may be transmitted between them by facsimile, email or other commonly used mode of electronic or digital transmission. The parties intend that faxed, emailed or electronic or digital transmissions of signatures constitute original signatures for all purposes. It is agreed and understood that any amendment of the provisions of this Agreement, or any extension of this agreement, may be executed on behalf of a party by their counsel.

21. BENEFIT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives, provided that neither party shall assign any of its rights hereunder without the prior written consent of the other.

22. ENTIRE AGREEMENT MODIFICATION. This Agreement is to take effect as a sealed instrument and sets forth the entire agreement between the parties relative to the subject matters hereof and may be cancelled or modified only by a written instrument executed by the parties.

23. MASSACHUSETTS CONTRACT. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and may be executed in any number of counterparts,

each of which when executed and delivered is an original, but all of which together shall constitute one instrument.

24. PAYMENT OF ANNUAL FEE. The cost of the annual fee for the License shall be adjusted pro rata at the date of closing, and the net amount thereof shall be added to the purchase price payable by the Buyer at closing, unless the Town of Hopkinton charges the Buyer an annual fee or pro- rates the same upon issuance of the License to the Buyer.

Signed as a sealed instrument on the date first above written.

Seller:

RKY-HPTK CORP.

By: _____
Yogesh Patel, President

Buyer:

JAI SHIV OM KARA INC

By: _____
Kishan A. Patel

CORPORATE VOTE

The Board of Directors or LLC Managers of Jai Shiv Om Kara, Inc.
Entity Name

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on April 12, 2021
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 Pledge of Inventory	☐ Change of DBA

"VOTED: To authorize Kishan A. Patel
Name of Person

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

"VOTED: To appoint Kishan A. Patel
Name of Liquor License Manager

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

A true copy attest,

x _____
Corporate Officer /LLC Manager Signature

Kishan A. Patel
(Print Name)

For Corporations ONLY
A true copy attest,

x Meena Patel
Corporation Clerk's Signature

Meena Patel
(Print Name)

Permitting Team Comments
Transfer of License Section 15- Wine & Malt Beverages Licence.
Hopkinton Friendly Services Inc. to Global Montello Group Corp. d/b/a Mobil Mart Hopkinton
SB Meeting- 05/18/2021

May 7, 2021.

The DPW has no comment on this application.

John K. Westerling
Director of Public Works, Hopkinton DPW

May 11, 2021.

The Police Department has no comment on this application

Joseph E. Bennett III
Chief of Police.

May 11, 2021.

BOH is set with the location.

Shaun McAuliffe
Health Director.

May 12, 2021.

The fire department has no comments on the application.

Chief Slaman
Hopkinton Fire Department.

Permitting Team Comments
Transfer of License Section 15- All Alcoholic Beverages
RKY-HPTK Corp to Jai Shiv Om Kara Inc. d/b/a Hopkinton Wine & Spirits
SB Meeting- 05/18/2021

May 7, 2021.

The DPW has no comment on this application.

John K. Westerling
Director of Public Works, Hopkinton DPW

May 11, 2021.

The Police Department has no comment on this application

Joseph E. Bennett III
Chief of Police.

May 11, 2021.

BOH is set with the location.

Shaun McAuliffe
Health Director.

May 12, 2021.

The fire department has no comments on the application.

Chief Slaman
Hopkinton Fire Department.

To: Select Board

From: Norman Khumalo

Date: May 14, 2021

Ref: 2021 Boston Marathon Invitational Entry Random Distribution

Introduction:

The Town of Hopkinton received fifty (50) invitational entries from the Boston Athletic Association (BAA) to award charitable organizations for the 2021 Boston Marathon. On April 6, 2021, the Board voted to invite applications from Town departments, boards, and committees that perform Marathon functions who may distribute entries to organizations undertaking activities for the benefit of the Town of Hopkinton; and non-profit organizations undertaking public service activities within the Town of Hopkinton.

Responsive Applications:

7 Town Department Requests - (applying for a total of 23 entries)
In total, four (4) town departments, two (2) town committees and one town officer (deemed non-responsive) have requested invitational entries.

1. The Hopkinton Police Department (10)
2. The Hopkinton Fire Department (2)
3. The Hopkinton Senior Center (2)
4. The Hopkinton Public Library (2)
5. The Hopkinton Marathon Committee (5)
6. The Veterans Celebration Committee (1)

31 Town-based Non-Profit Organizations Applications - (applying for a total of 55 entries)
In total, 31 organizations undertaking public service activities within and based in Hopkinton have applied for invitational entries, of which one came in after the deadline and thus deemed non-responsive.

Baypath Humane Society	Hopkinton High School -- Class of 2023	Hopkinton Emergency Fund
eHop	Friends of Hopkinton SEPAC (Formerly Friends of Hopkinton SPEAC)	Hopkinton Little League
The Michael Lisnow Respite Center	Hopkinton Education Foundation	Friends of the Hopkinton Senior Center
Project Just Because	Hopkinton PTO	Friends Of Hopkinton, Inc
National Brain Tumor Society	HHS BPA + Robotics	Hopkinton Public Library /Friends, Inc.
Hopkinton Garden Club	Dignity Matters	Hopkinton Public Library Foundation , Inc
Hopkinton Women's Club	Hopkinton Girls Youth Lacrosse	LIVE4EVAN INC
Hopkinton Lions Club	Hopkinton Boys Youth Lacrosse	The 18th annual Sharon Timlin Memorial 5K (Angel Fund)
Demons Youth Hockey Association	Canty's Underdog Scholarship Fund Inc	KeepSmilin4Abbie Foundation
Mental Health Collaborative, Inc	Hopkinton Middle School	Hopkinton Historical Society

Non-Responsive/ineligible Applicants

1. Graves Officer: While this is a town position, it does not perform any direct support service for the hosting of the marathon.
2. Town of Hopkinton Tax Relief Committee - the application came in after the submission deadline

Proposed Distribution:

Option 1

If the Board agrees that there are 30 responsive non-profit applications, it could distribute one (1) invitational entry to each of the 30 qualifying town-based civic organizations; and the remaining 20 to the responsive qualifying town departments shares as follows:

1. The Hopkinton Police Department (10)
2. The Hopkinton Fire Department (2)
3. The Hopkinton Senior Center (2)
4. The Hopkinton Public Library (0)
5. The Hopkinton Marathon Committee (5)
6. The Veterans Celebration Committee (1)

Option 2

If the Board is inclined to accept the non-responsive applications, the following could be the way forward: distribute one each to the 31 non-profits and 1 the Veterans Graves Officer (bringing the total to 32); and the remaining 18 to town departments who perform marathon services distributed as follows:

1. The Hopkinton Police Department (10)
2. The Hopkinton Fire Department (1)
3. The Hopkinton Senior Center (1)
4. The Hopkinton Public Library (0)
5. The Hopkinton Marathon Committee (5)
6. The Veterans Celebration Committee (1)

Elaine Lazarus <elainel@hopkintonma.gov>

Hopkinton BAA Charity Bib for the National Brain Tumor Society (NBTS)

Ron Clark <RClark@rmclark.com> Mon, Apr 26, 2021 at 5:08 PM
To: "aritterbusch@hopkintonma.gov" <aritterbusch@hopkintonma.gov>, "Brendan Tedstone (BTedstone@hopkintonma.gov)" <BTedstone@hopkintonma.gov>, "Brian Herr (BHerr@hopkintonma.gov)" <BHerr@hopkintonma.gov>, "inasrullah@hopkintonma.gov" <inasrullah@hopkintonma.gov>, "mlafreniere@hopkintonma.gov" <mlafreniere@hopkintonma.gov>
Cc: "Norman Khumalo (nkhumalo@hopkinton.org)" <nkhumalo@hopkinton.org>, "elainel@hopkinton.org" <elainel@hopkinton.org>, Nikki Margeson <nmargeson@braintumor.org>, Lauren Gainor <lgainor@braintumor.org>

Hello Select Board,

I recently submitted a request for Charity bibs for the 2021 BAA Marathon for the National Brain Tumor Society (NBTS). I hope the Board will provide at least one bib to the NBTS for the 2021 Marathon. The Board provided a bib to the NBTS for the 2020 Marathon and it went to Abby Clinton (a Hopkinton native) who ran it in honor of her mother (Hopkinton native Tracey Keough Clinton) who died of GBM brain cancer. Although the race became a virtual one, Abby ran her 26.2 miles and provided $10,000 in donations to the NBTS.

I must admit that I have a personal interest in fund raising for the NBTS as my daughter Melissa Clark Dickinson (1993 HHS graduate) had a grade 4 glioblastoma multiforme (GBM) tumor removed in May 2018. GBM is very lethal and the typical survival rate is only 20% after 2 years. The NBTS is helping to fund the search for a cure for this disease and there are some exciting new potential break thru treatments being researched at the MD Anderson Center, Houston, TX and the Duke Cancer Center-Raleigh. Hopefully a cure will be found.

NBTS has a very high standard for disbursing charity bibs and Nikki Margeson and Lauren Gainor reported the following: If NBTS received a Boston Marathon bib from Hopkinton, we would have a $10,000 minimum fundraising commitment with an anticipated $12,000 - $15,000 fundraising total per bib.

In summary, I urge the Board to award at least one charity bib to the NBTS as the work they perform and help fund will have a positive impact on Hopkinton residents. Please contact Nikki, Lauren, or myself if you have any questions and thank you for your consideration.

Regards,

Ron Clark

8 School Street

Hopkinton, MA

(508) 878-7781 (cell)/(508) 435-4260 (Home)

Hopkinton Historical Society

168 Hayden Rowe Street, P.O. Box 423, Hopkinton, MA 01748
www.hopkhistsoc.org (508) 435-4502

May 13, 2021

HELP MAKE HOPKINTON HISTORY!

Select Board
Town of Hopkinton
18 Main Street
Hopkinton, MA 01748

Dear Select Board Members:

This is an important year for Marathoning in Hopkinton. Our runner, resident **MIKE HOVAGIMIAN**, is the **Hopkinton record-holder for most *consecutive* Boston Marathons.** This year's October, 2021 race will be Mike's **25th consecutive race** (not including his virtual race in 2020).

Please help make Hopkinton history! Please help Mike achieve ***25 in 25*** by granting this outstanding and *longstanding* Hopkinton athlete this record-setting opportunity with one of the Boston Marathon Invitational Entries allotted to the Town of Hopkinton.

The Hopkinton Historical Society's mission is to celebrate the history of Hopkinton, protect the Town's historic artifacts, and educate the public on our rich history. We hold educational and cultural programs, operate an active public research center for genealogical and historic research of all kinds, and maintain an extensive archive of materials critical to preserving the Town's history for future generations. Documents and artifacts from such principals as the Fitch and Claflin families and materials going back to the time of Hopkinton's founding are all within our keeping.

Over the last three years, the income raised from the Select Board's generous granting of a Marathon Invitational Entry has played a significant role in meeting our operating expenses and allowing our activities to continue for the benefit of the Town of Hopkinton. No other organization holds the heart of Hopkinton in its hands as does the Hopkinton Historical Society. We hope that you will assist us in carrying on our important mission.

Sincerely,

Claire B. Wright

Claire B. Wright
President

HOPKINTON ELEMENTARY SCHOOL BUILDING COMMITTEE No. 2

The Select Board shall appoint the following members to the Hopkinton Elementary School Building Committee No. 2 ("ESBC-2"):

	Designation	**Title**	**Vote**
1	Local Chief Executive Officer	One Select Board Member	Yes
2	Administrator or Manager	Town Manager	No
3	School Committee Member	One School Committee Member	Yes
4	Alternate School Committee Member	One School Committee member	Only in the absence of the Member
5	Superintendent of Schools	Superintendent	No
6	Local Official Responsible for Building Maintenance	HPS Director of Facilities	No
7	School Principal	Principal, Elmwood School	No
8	Member of the community knowledgeable in educational mission and function of facility	Seek applicants with MSBA school building experience; school administration experience; educational facility management; facility management	Yes
9	At Large member of the Community	Resident	Yes
10	Local budget official or member of local finance Committee	One Appropriations Committee member	Yes
11	One or more members of community with architecture, engineering and/or construction experience	One member from among applicants with architecture, engineering and/or construction experience to provide advice relative to the effect of the Proposed Project on the community and to examine building design and construction in terms of its constructability	Yes

12	A member of the community with Communications/PR/Marketing/or Facilitator experience	Seek applicants with communications, public relations, marketing and/or facilitator experience to provide advice on how to best guide the project through the necessary milestones and processes toward final completion	Yes
13	SBC member who is MCPPO certified	School Director of Finance	No

Purpose: The Elementary School Building Committee – No2 (ESBC–2) shall be formed in accordance with the provisions of the Town's Charter and Bylaws for the purpose of developing, evaluating, and, if appropriate, advancing a school building project worthy of the Town of Hopkinton, generally monitoring the Massachusetts School Building Authority (MSBA) School Building Grant Application process, advising the Select Board during the construction of an MSBA Approved Project, and communicating transparently with the residents of Hopkinton.

Mission: To facilitate the development of a proposed solution to the operational and educational constraints of Elmwood School as well as the district more broadly, with attention to enrollment growth as well as academic programming needs, which will be supported by the voters of Hopkinton as well as the MSBA.

Tasks: To assist the Select Board, the School Committee, and the Town and to bring recommendations to the Select Board that can earn the support of the residents of the Town and meet MSBA grant process requirements, as applicable. The following tasks will be completed by the committee:

- Outlining, in cooperation with the School Committee, current school facility challenges, establishing community understanding of those challenges, and gaining support for their remediation.

- Defining, after consultation with the Select Board and School Committee, success criteria for any proposed remediations involving building renovation or construction.

- Assisting the Select Board and School Committee, as well as facilitating public participation, in the site evaluation and selection process for any proposed building construction.

- Forming the Project Team: Procuring, after consultation with the Select Board, the School Committee and the public, the team of professionals utilizing MSBA-specific procurement processes and standard Request for Services ("RFS") templates and Contracts; and working with the Select Board as the proposed project advances through the Town's approval and process and the MSBA's grant process, including project OPM and Designer.

- Feasibility Study: Collaborating with the School Committee, MSBA and the public to document the Town's educational program, generate an initial space summary, document existing conditions, establish design parameters, develop and evaluate alternatives, and recommend the most cost-effective and educationally appropriate preferred solution for the Select Board to submit to the MSBA Board of Directors for its consideration.

- Schematic Design: Working with the team of professionals, the School Committee, and the public to develop a robust schematic design of sufficient detail to establish the scope, budget, and schedule for the Proposed Project.

- Funding the Project: Assisting the Select Board and MSBA staff to establish and document the project scope, budget, schedule, and MSBA financial participation to forward to the MSBA Board of Directors for approval of project funding. Once the Town secures community authorization and financial support, the MSBA and the Town enter into a Project Funding Agreement, which defines the scope, budget, and schedule for the Proposed Project.

- Detailed Design: Working to advance the design, generate construction documentation, procure bids, and award a construction contract in accordance with the agreed upon project scope, budget, and schedule as documented in the Project Funding Agreement, and the requirements contained in the MSBA's standard contracts for Owner's Project Management and Designer Services or adopted by the Town.

- Construction: Overseeing the construction work, including approval of change orders.

- Completing the Project: Assisting the Select Board and School Committee in evaluating the Draft Audit Report and, if necessary, completing and submitting the Non-Acceptance Form to the MSBA

- Other duties: Review invoices prepared by the OPM and recommend their payment throughout the life of the project.

Time Requirements: SBC members shall be available to participate in weekly or bi-weekly meetings from the Eligibility Phase to Project Completion. The ESBC-2 will be expected to make presentations of its progress and recommendations to joint meetings of the Select Board and School Committee, when requested.

Selection Process: For ESBC-2 members from the community, applications will be made to, and reviewed by, the Town Manager and the School Superintendent; and the School Superintendent will consult with the School Committee. Recommended finalists will be moved forward to the Select Board for appointment.

To: Select Board

From: Norman Khumalo

Date: April 1, 2021

Ref: Staff Report - Select Board April 6, 2021 Meeting

1. *Main Street Corridor Project:* See attachment 1, provided by the Town Engineer/Facilities Director.

2. *Hiring Freeze Exception- Finance Administrative Assistant and Deputy Assessor :* During the hiring freeze, the Town Manager and Select Board may review requests, on a case-by-case basis, to strategically hire in areas where skills and talent are essential to ensure the successful delivery of the town's core services. To that end, I am respectfully requesting that the Board consider allowing the hiring of the Finance Administrative Assistant and Deputy Assessor positions in the Finance Department. Tim O'Leary, the Chief Financial Officer provided the attached explanation and rationale for filling these positions during a COVID19 imposed hiring freeze (see Attachment 2):

Attachment 1

Select Board Update:Main Street Corridor Project

Date: May 18, 2021

Work Performed Last Two Weeks

- Contractor continues to mobilize, order materials and coordinate with the Town and VHB on shop drawing/ material reviews.
- Tree removal for the entire project length from Ash Street to Wood Street, except three remaining trees scheduled for removal in the last week of May. Coordinating with the property owners accordingly.
- The removal and resetting of fire hydrants and coordination with the Water Department.
- Saw cutting of pavement work in preparation for drainage work throughout the entire corridor. Drainage work started east of the 85/ 135m intersection.
- Verizon has substantially completed installing new poles.

Work Anticipated Next Week

Week of May 17th

- Drainage Installation along Main Street, from East Main Street to the 85/135 intersection continues
- Drainage Installation along Main Street, from the 85/135 intersection to West Main Street continues
- Delivery of Drainage Materials
- MassDOT Survey Crews to continue to locate limits of easements within the corridor from Ash Street to Wood Street

This work may impact traffic and require lane and sidewalk closures limiting access to driveways and entrances to businesses.

Continuous and Upcoming Work

- MassDOT Survey Crews are scheduled to be within the corridor from Ash Street to Wood Street to continue to locate limits of easements.
- Work along the corridor to install new traffic signal foundations continues.

Traffic Management Impacts

- All work may impact traffic and require lane and sidewalk closures limiting access to driveways and entrances to businesses. Contractor will coordinate directly with impacted abutters in advance of this work.
- The ongoing work will require lane closures. One lane is scheduled to remain open at all times. Police details will be directing vehicles, pedestrians, and bikers through the project work areas.
- Project cameras are functional and links to be provided on the project website within a couple weeks so live feeds can be seen.

Miscellaneous

- Construction Advisory #6 mailed out Friday, May 7.
- The Project website will continue to be updated throughout the Project. Visit the website to sign up for Project Updates. A QR Code has been developed for quick access.
- Project photos have been added to the website https://hopkintonmainstreet.com/construction-photos.htm
- Eversource Gas continues their work on Main Street, not related to the MassDOT project.
- Overall project schedule continues to be updated and refined as contractor mobilizes

Attachment 2

Hiring Freeze Exception Request
Financial Administrative Assistant
Grade 5 ($43,534.40 - $52,239.20 - $60,944.00)

What job function will this position serve?

This position will backfill incumbent Financial Administrative Assistant, Stephanie Clifton, who was promoted internally to become Assistant Town Accountant several months ago. It will also bring the finance department back to a normal staffing level seen prior to the departure of Stuart Carter in early 2020. While this has been managagle during the COVID-19 emergency with Town Hall's walk-up Finance service window closed, staffing at this level is unsustainable under a resumption of window service scenario.

This is an entry level, front line customer service position with direct responsibility for handling payments that are received over the counter, by drop box, by mail, by lockboxor by electronic transfer. The position also supports over thirty thousand individual outbound billing events for water utility services, sewer utility services, motor vehicle excise tax, real property tax, and business personal property tax.

What are the consequences if this position is not filled?

During the COVID-19 Town Hall closure, with reduced face-to-face contact, citizen-customers were driven to queued response formats like chat functions, voice mail, email, and drop boxes. That queuing and the acceptance of degraded service allowed the service function to maintain limited effectiveness with a temporary gap in this position. Flatly, because of hours, vacation, training, sick time and volume, a single Administrative Assistant in Finance cannot staff a customer walk-up window 42.5 hours per week and support phone inquiries for Assessor's and Treasurer/Collector's offices. Further, planning to use higher skill, higher wage employees to routinely and frequently break off from professional level duties that require high focus and attention for window response, would be the epitome of mismanagement. In summary, failure to fill this position as Town Hall reopens would either result in substantially degraded service, or gross inefficiency. Finally, this is an ascension position in which an entry level person can gain valuable and highly specialized experience in the Town's financial processes. In point of fact, three of the four mid-level leaders in the Town's financial program began their service with the Town as Financial Administrative Assistants, and this pipeline is essential to Department ascension planning.

Why can't the job responsibilities be performed by other staff?

The volume of work and the need to staff the customer service window with reasonable response are dominant issues; as is the inefficiency of assigning more highly paid staff to backfill lower skill, lower wage window service tasks.

From where will the funds for this position come from?

This position is fully budgeted for FY 2022.

Hiring Freeze Exception Request
Deputy Assessor
Grade 8 ($57,928.00 - $69,513.60 - $81,099.20)

What job function will this position serve?

This position will backfill incumbent Deputy Assessor Ruth Anderson, who is departing to accept a higher level position in a larger town. The position leads the cyclical property inspection program, the building permit inspection program, and the sales verification program that is the basis for billing and collection of 84% of Town revenues. The position also leads and conducts most of the time-sensitive New Growth inspections, and those inspections are budgeted to generate 53% of the increase in the property tax revenue levy base in fiscal year 2022. This position supports the real estate industry resolving issues in support of property sales. Finally, the position is key to training and developing a newly hired Financial Administrative Assistant the Assessing Division, and as that new hire has very little specific training and experience in this field at this time, the training duty is a significant responsibility.

What are the consequences if this position is not filled?

It is highly likely that the Town will fall behind on cyclical property inspections, building permit inspections, and sales verification inspections, eroding the existing high level of integrity and fairness in Hopkinton's property taxation program. It is also highly likely that New Growth the Town is counting on to generate new revenue in fiscal year 2022 will go undocumented, resulting in material revenue shorfalls. Finally, over-tasking the Chief Assessor to gap this position will further degrade the opportunity to devote time to training the newly hired Financial Administrative Assistant, compounding the staffing challenge. In terms of succession planning, the Assessing Division, which produces the vast majority of Town revenue is generated through a process that is now one professional deep, and that status is an unacceptable enterprise risk. The local real estate industry will be under-served. Citizen inquires will be answered more slowly and with less accuracy.

Why can't the job responsibilities be performed by other staff?

The work is highly technical in nature. The Town has no other staff with either the requisite knowledge or available time to divert from existing financial duties to perform these specific functions.

From where will the funds for this position come from?

This position is fully budgeted for FY 2022.

SELECT BOARD LIAISON LIST FY 2021	Brendan	Irfan	Brian	Mary Jo	Amy	Norman	Elaine
FINANCE							
Appropriation Committee						X	
Board of Assessors				X			
Town Manager's Budget Advisory Team				X			
Capital Improvement Committee						X	
Cable Advisory Committee						X	
PUBLIC SAFETY							
Animal Control							X
Fire Department	X						
Police Department	X						
PERMITTING							
Board of Appeals					X		
Conservation Commission		X					
Planning Board					X		
Board of Health				X			
Permanent Building Committee		X					
EDUCATION							
School Committee	X						
Reg. Voc. Tech School Committee	X						
School Reentry Advisory Group	X						
PUBLIC SERVICES							
Cemetery Commission				X			
HUMAN SERVICES							
Town Clerk's Office						X	
Personnel Committee						X	
Council on Aging				X			
Veterans Services						X	
ADA Oversight Committee		X					
Veterans Celebration Committee	X						
Tax Relief Committee				X			
CULTURAL/RECREATIONAL							

SELECT BOARD LIAISON LIST FY 2021	Brendan	Irfan	Brian	Mary Jo	Amy	Norman	Elaine
Hopkinton Cultural Council		X					
Marathon Committee				X			
Marathon Fund Committee (Has a 1 year term appointed by Board; may be a SB member; currently vacant. If SB member joins, no liaison needed)				X			
Public Library			X				
Parks & Recreation Commission				X			
Youth Commission		X					
Community Preservation Committee					X		
HISTORIC PRESERVATION							
Woodville Historic District Commission					X		
Hopkinton Historic District Commission					X		
Historical Commission					X		
OTHER							
Sustainable Green Committee				X			
Trail Coordination and Management Committee	X						
Growth Study Committee					X		
Commissioners of Trust Funds						X	
Lake Maspenock Dam Advisory Group						X	
Fruit Street						X	
Hopkinton Schools Athletic Field Subcommittee			X				
Boston Athletic Association		X					
APPOINTED BOARD/COMMITTEE MEMBERSHIPS							
Elementary School Building Committee (Life of the Project)	X						
Irvine-Todaro Properties Advisory Group (Life of the Project)				X			
Pratt Farm Master Plan Team (Life of the Project)			X				
Upper Charles Trail Committee (3-year term expiring 6/30/22)		X					
Open Space Preservation Commission (5-year term expiring 6/30/21)	X						
Affordable Housing Trust Fund Board (2-year term expired 6/30/20)		X					
Metropolitan Area Planning Council Representative, Select Board member (Town Manager Appointment)					X		X
MetroWest Regional Transit Authority (1-year term)				X			

SELECT BOARD LIAISON LIST FY 2021	Brendan	Irfan	Brian	Mary Jo	Amy	Norman	Elaine
Number of X's:	**9**	**8**	**3**	**12**	**8**	**9**	**2**
Number of maybes:	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Wilcox & Barton INC.
CIVIL · ENVIRONMENTAL · GEOTECHNICAL

'21 MAY 5 AM8:35

April 27, 2021

Norman Khumalo, Town Manager
Town of Hopkinton
18 Main Street
Hopkinton, Massachusetts 01748

RE: Permanent Solution with No Conditions - Revised
8-18 Avenue E, Hopkinton, Massachusetts
MassDEP RTN: 2-21444

Dear Mr. Khumalo:

This letter has been prepared by Wilcox & Barton, Inc. on behalf of Cal Closets Retail, Inc. dba California Closets, pursuant to the requirements of the Massachusetts Contingency Plan (MCP; 310 CMR 40.1403) Minimum Public Involvement Activities in Response Actions. The purpose of this letter is to inform you that a revised Permanent Solution with No Conditions has been submitted to the Massachusetts Department of Environmental Protection for the referenced disposal site.

The revised Permanent Solution Statement documents response activities following a spill of waste motor oil from a storage drum to a paved parking lot, stormwater drain, and stormwater outflow on December 28, 2020. Regulatory closure of this spill has been achieved with the submittal of this document.

A complete copy of the report can be obtained at the following link using Release Tracking Number (RTN) 2-0021444: https://eeaonline.eea.state.ma.us/portal#!/search/wastesite.

If you have questions, or would like additional information on the disposal site, please call me at 603-369-4190 extension 509.

Sincerely,

WILCOX & BARTON, INC.

Amy Roth, P.G., LSP
Associate Vice President

cc. MassDEP Bureau of Waste Site Cleanup – CERO (via eDEP)
Hopkinton Board of Health, Shaun McAuliffe, Director (via email)
Cal Closets Retail, Inc., dba California Closets, Renee Mitchell (via e-mail)

April 30, 2021

Norman Khumalo, Town Manager
18 Main Street
Hopkinton, MA 01748

Re: ***Permanent Solution Statement***
MM106, Route 90 Westbound Onramp
Hopkinton, MA 01748
MassDEP RTN 2-21509
OEG Project No. 4250

Dear Mr. Khumalo:

In accordance with section 310 CMR 1403(3)(f) of the Massachusetts Contingency Plan (MCP), this letter is intended to notify you that documentation in support of a Permanent Solution with Conditions Statement was electronically submitted on April 29, 2021 to the Massachusetts Department of Environmental Protection (MassDEP) for the disposal site for an estimated release of 90 gallons of diesel fuel from a vehicle on March 23, 2021 on the onramp of Route 90 Westbound in Hopkinton, MA. The MassDEP assigned Release Tacking Number (RTN) 2-21509 for the release. The release has been remediated and the results of site assessment and remedial response actions have achieved a condition of No Significant Risk. The MCP requires that the Chief Municipal Officer, i.e., Town Manager, and Board of Health in the city or town in which a disposal site is located be notified of the Permanent Solution Statement submittal to MassDEP.

Further information concerning the disposal site may be obtained by entering MassDEP RTN 2-21509 in the MassDEP Searchable Sites Database [http://public.dep.state.ma.us/SearchableSites2/Search.aspx]. Alternatively, you may arrange for file inspection by contacting the MassDEP's Central Regional Office at 8 New Bond Street, Worcester, MA 01606 (508-792-7650).

Please do not hesitate to contact the undersigned at (978) 256-6766 if you have any questions, comments, or require additional information.

Sincerely,

Omni Environmental Group

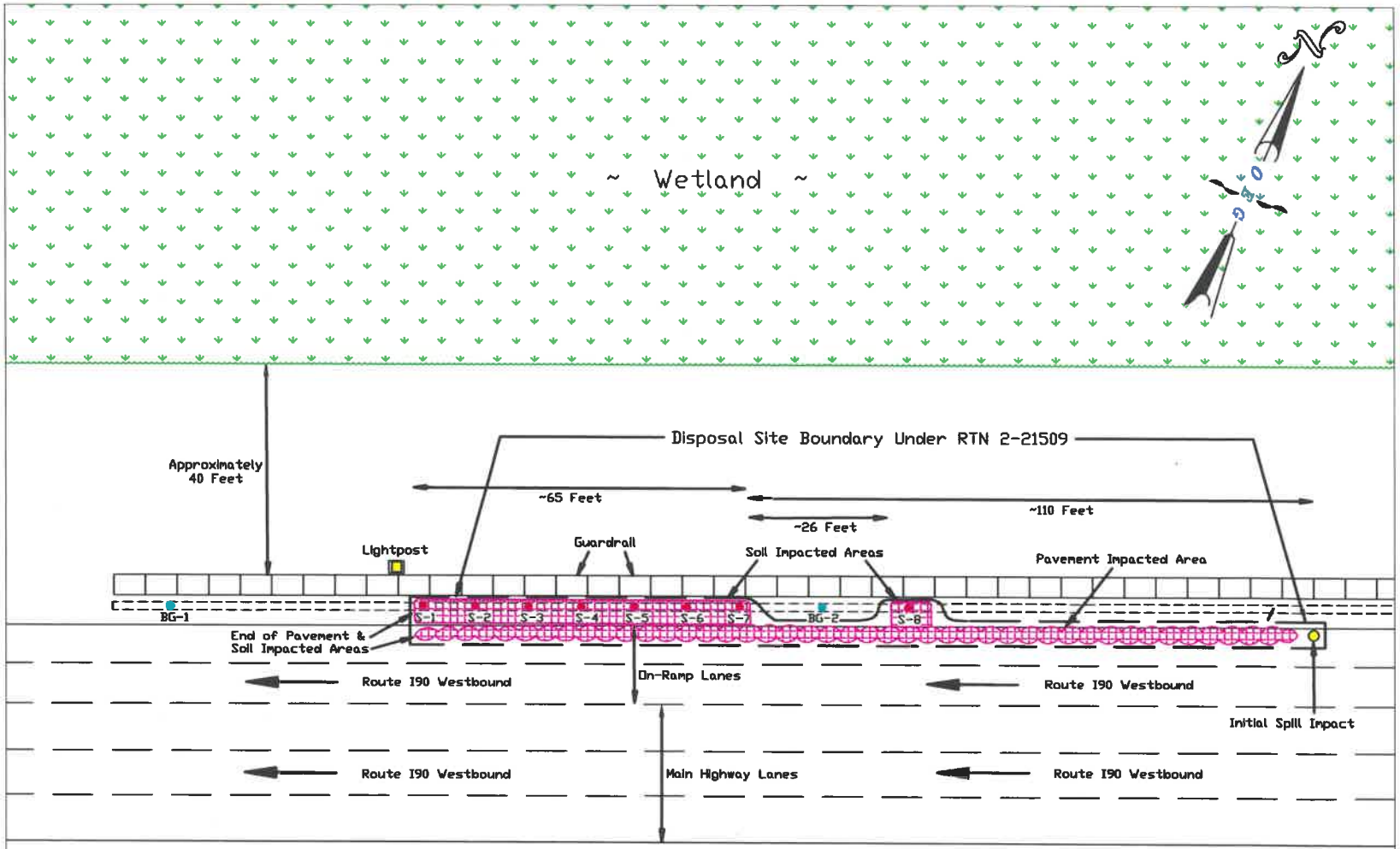
Stephan H. Landry

Stephan H. Landry, LSP
Geologist

Gregory R. Morand

Gregory R. Morand, LSP
Principal

Cc: Shun McAuliffe, Director Board of Health, 18 Main Street, Hopkinton, MA 01748



OMNI ENVIRONMENTAL GROUP, LLC	**Site Plan**	
	Route I-90 Westbound, Hopkinton, Massachusetts	
FIGURE 4		
April 2021	Scale as Shown	JN: 4250

Massachusetts Department of Environmental Protection
Bureau of Waste Site Cleanup

RELEASE NOTIFICATION & NOTIFICATION RETRACTION FORM
Pursuant to 310 CMR 40.0335 and 310 CMR 40.0371 (Subpart C)

BWSC 103

Release Tracking Number
2 - 21509

A. RELEASE OR THREAT OF RELEASE LOCATION:

1. Release Name/Location Aid: ROADWAY RELEASE
2. Street Address: MASSPIKE WEST
3. City/Town: HOPKINTON 4. ZIP Code:
5. Coordinates: a. Latitude: N 42.26262 b. Longitude: W 71.57412

B. THIS FORM IS BEING USED TO: (check one)

- [x] 1. Submit a **Release Notification**
- [ ] 2. Submit a **Revised Release Notification**
- [ ] 3. Submit a **Retraction of a Previously Reported Notification** of a release or threat of release including supporting documentation required pursuant to 310 CMR 40.0335 (Section C is not required)

(All sections of this transmittal form must be filled out unless otherwise noted above)

C. INFORMATION DESCRIBING THE RELEASE OR THREAT OF RELEASE (TOR):

1. Date and time of Oral Notification, if applicable:	3/23/2021 (mm/dd/yyyy)	Time: 06:33 (hh:mm)	[x] AM	[ ] PM
2. Date and time you obtained knowledge of the Release or TOR:	3/23/2021 (mm/dd/yyyy)	Time: 06:20 (hh:mm)	[x] AM	[ ] PM
3. Date and time release or TOR occurred, if known:	(mm/dd/yyyy)	Time: (hh:mm)	[ ] AM	[ ] PM

Check all Notification Thresholds that apply to the Release or Threat of Release:
(for more information see 310 CMR 40.0310 - 40.0315)

4. 2 HOUR REPORTING CONDITIONS	5. 72 HOUR REPORTING CONDITIONS	6. 120 DAY REPORTING CONDITIONS
[x] a. Sudden Release	[ ] a. Subsurface Non-Aqueous Phase Liquid (NAPL) Equal to or Greater than 1/2 Inch (.04 feet)	[ ] a. Release of Hazardous Material(s) to Soil or Groundwater Exceeding Reportable Concentration(s)
[ ] b. Threat of Sudden Release	[ ] b. Underground Storage Tank (UST) Release	[ ] b. Release of Oil to Soil Exceeding Reportable Concentration(s) and Affecting More than 2 Cubic Yards
[ ] c. Oil Sheen on Surface Water	[ ] c. Threat of UST Release	[ ] c. Release of Oil to Groundwater Exceeding Reportable Concentration(s)
[ ] d. Poses Imminent Hazard	[ ] d. Release to Groundwater near Water Supply	[ ] d. Subsurface Non-Aqueous Phase Liquid (NAPL) Equal to or Greater than 1/8 Inch (.01 feet) and Less than 1/2 Inch (.04 feet)
[ ] e. Could Pose Imminent Hazard	[ ] e. Substantial Release Migration	
[ ] f. Release Detected in Private Well		
[ ] g. Release to Storm Drain		
[ ] h. Sanitary Sewer Release (Imminent Hazard Only)		

C. INFORMATION DESCRIBING THE RELEASE OR THREAT OF RELEASE (TOR): (cont.)

7. List below the Oils (O) or Hazardous Materials (HM) that exceed their Reportable Concentration (RC) or Reportable Quantity (RQ) by the greatest amount.

☐ Check here if an amount or concentration is unknown or less than detectable.

O or HM Released	CAS Number, if known	O or HM	Amount or Concentration	Units	RCs Exceeded, if Applicable (RCS-1, RCS-2,RCGW-1, RCGW-2)
DIESEL FUEL		O	90	GAL	N/A

☐ Check here if a list of additional Oil and Hazardous Materials subject to reporting, or any other documentation relating to this notification is attached.

D. PERSON REQUIRED TO NOTIFY:

1. Check all that apply: ☐ a. change in contact name ☐ b. change of address ☑ c. change in the person notifying

2. Name of Organization: CONSTRUCTION MATERIALS SERVICE INC

3. Contact First Name: PATRICK 4. Last Name: MAURO

5. Street: 379 SOUTH STREET 6. Title: PRESIDENT

7. City/Town: MARLBOROUGH 8. State: MA 9. ZIP Code: 017520000

10. Telephone: 508-481-0011 11. Ext.: 12. Email: pmauro@smcinc-ma.com

☑ 13. Check here if attaching names and addresses of owners of properties affected by the Release or Threat of Release, other than an owner who is submitting this Release Notification (required).

E. RELATIONSHIP OF PERSON TO RELEASE OR THREAT OF RELEASE: ☐ Check here to change relationship

☑ 1. RP or PRP ☐ a. Owner ☐ b. Operator ☐ c. Generator ☐ d. Transporter

☑ e. Other RP or PRP Specify: GENERIC

☐ 2. Fiduciary, Secured Lender or Municipality with Exempt Status (as defined by M.G.L. c. 21E, s. 2)

☐ 3. Agency or Public Utility on a Right of Way (as defined by M.G.L. c. 21E, s. 5(j))

☐ 4. Any Other Person Otherwise Required to Notify Specify Relationship:

F. CERTIFICATION OF PERSON REQUIRED TO NOTIFY:

1. I, GREGORY R MORAND, attest under the pains and penalties of perjury (i) that I have personally examined and am familiar with the information contained in this submittal, including any and all documents accompanying this transmittal form, (ii) that, based on my inquiry of those individuals immediately responsible for obtaining the information, the material information contained in this submittal is, to the best of my knowledge and belief, true, accurate and complete, and (iii) that I am fully authorized to make this attestation on behalf of the entity legally responsible for this submittal. I/the person or entity on whose behalf this submittal is made am/is aware that there are significant penalties, including, but not limited to, possible fines and imprisonment, for willfully submitting false, inaccurate, or incomplete information.

2. By: GREGORY R MORAND (Signature) 3. Title: PRESIDENT

4. For: CONSTRUCTION MATERIALS SERVICE INC (Name of person or entity recorded in Section D) 5. Date: 4/29/2021 mm/dd/yyyy

☑ 6. Check here if the address of the person providing certification is different from address recorded in Section D.

7. Street: 6 LANCASTER COUNTY ROAD

8. City/Town: HARVARD 9. State: MA 10. ZIP Code: 014510000

11. Telephone: 978-256-6766 12. Ext.: 13. Email: gmorand@omnieg.com

YOU ARE SUBJECT TO ANNUAL COMPLIANCE ASSURANCE FEES FOR EACH BILLABLE YEAR FOR TIER CLASSIFIED DISPOSAL SITES. YOU MUST LEGIBLY COMPLETE ALL RELEVANT SECTIONS OF THIS FORM OR DEP MAY RETURN THE DOCUMENT AS INCOMPLETE. IF YOU SUBMIT AN INCOMPLETE FORM, YOU MAY BE PENALIZED FOR MISSING A REQUIRED DEADLINE.

Date Stamp (DEP USE ONLY:)

Received by DEP on 4/29/2021 5:07:09 PM

Massachusetts Department of Environmental Protection
Bureau of Waste Site Cleanup

BWSC 104 12

PERMANENT AND TEMPORARY SOLUTION STATEMENT

Pursuant to 310 CMR 40.1000 (Subpart J)

Release Tracking Number
2 - 21509

For sites with multiple RTNs, enter the Primary RTN above.

A. SITE LOCATION:

1. Site Name/Location Aid: ROADWAY RELEASE

2. Street Address: MASSPIKE WEST

3. City/Town: HOPKINTON 4. ZIP Code:

5. Coordinates: a. Latitude: N 42.26262 b. Longitude: W 71.57412

☐ 6. Check here if the disposal site that is the source of the release is Tier Classified. Check the current Tier Classification Category:

☐ a. Tier I ☐ b. Tier ID ☐ c. Tier II

B. THIS FORM IS BEING USED TO: (check all that apply)

1. List Submittal Date of the Permanent or Temporary Solution Statement, or RAO Statement (if previously submitted): mm/dd/yyyy

☑ 2. Submit a **Permanent or Temporary Solution Statement**

☐ a. Check here if this Permanent or Temporary Solution Statement covers additional Release Tracking Numbers (RTNs). RTNs that have been previously linked to a Tier Classified Primary RTN do not need to be listed here.

b. Provide the additional Release Tracking Number(s) covered by this Permanent or Temporary Solution Statement. - -

☐ 3. Submit a **Revised Permanent or Temporary Solution Statement** (or revised RAO Statement)

☐ a. Check here if this Revised Permanent or Temporary Solution Statement covers additional Release Tracking Numbers (RTNs), not listed on the Permanent or Temporary Solution Statement or previously submitted Revised Permanent or Temporary Solution Statements. RTNs that have been previously linked to a Tier Classified Primary RTN do not need to be listed here.

b. Provide the additional Release Tracking Number(s) covered by this Permanent or Temporary Solution Statement. - -

☐ 4. Submit a **Permanent or Temporary Solution Partial Statement**

Check above box, if any Response Actions remain to be taken to address conditions associated with this disposal site having the Primary RTN listed in the header section of this transmittal form. This Permanent or Temporary Solution Statement will record only a Permanent or Temporary Solution-Partial Statement for that RTN. A final Permanent or Temporary Solution Statement will need to be submitted that references all Permanent or Temporary Solution-Partial Statements and, if applicable, covers any remaining conditions not covered by the Permanent or Temporary Solution-Partial Statements.

Also, specify if you are an Eligible Person or Tenant pursuant to M.G.L. c. 21 s.2, and have no further obligation to conduct response actions on the remaining portion(s) of the disposal site:

☐ a. Eligible Person ☐ b. Eligible Tenant

☐ 5. Submit a **Revised Permanent or Temporary Solution Partial Statement** (or revised RAO-Partial Statement)

☐ 6. Submit an optional **Phase I Completion Statement** supporting the Permanent or Temporary Solution Statement

☐ 7. Submit a **Periodic Review Opinion evaluating the status of a Temporary Solution,** as specified in 310 CMR 40.1051 (Section F is optional)

☐ 8. Submit a **Retraction** of a previously submitted **Permanent or Temporary Solution Statement** (or RAO Statement) (Sections E & F are not required)

(All sections of this transmittal form must be filled out unless otherwise noted above)

C. DESCRIPTION OF RESPONSE ACTIONS: (check all that apply; for volumes, list cumulative amounts)

- [x] 1. Assessment and/or Monitoring Only
- [ ] 2. Temporary Covers or Caps
- [x] 3. Deployment of Absorbent or Containment Materials
- [ ] 4. Treatment of Water Supplies
- [ ] 5. Structure Venting System/HVAC Modification System
- [ ] 6. Engineered Barrier
- [x] 7. Product or NAPL Recovery
- [ ] 8. Fencing and Sign Posting
- [ ] 9. Groundwater Treatment Systems
- [ ] 10. Soil Vapor Extraction
- [ ] 11. Remedial Additives
- [ ] 12. Air Sparging
- [ ] 13. Active Exposure Pathway Mitigation System
- [ ] 14. Passive Exposure Pathway Mitigation System
- [ ] 15. Monitored Natural Attenuation
- [ ] 16. In-Situ Chemical Oxidation
- [ ] 17. Removal of Contaminated Soils
  - [ ] a. Re-use, Recycling or Treatment
    - [ ] i. On Site — Estimated volume in cubic yards _____
    - [ ] ii. Off Site — Estimated volume in cubic yards _____

    iia. Facility Name: _____ Town: _____ State: _____

    iib. Facility Name: _____ Town: _____ State: _____

    iii. Describe:
  - [ ] b. Landfill _____
    - [ ] i. Cover — Estimated volume in cubic yards _____

      Facility Name: _____ Town: _____ State: _____
    - [ ] ii. Disposal — Estimated volume in cubic yards _____

      Facility Name: _____ Town: _____ State: _____
- [x] 18. Removal of Drums, Tanks or Containers:

  a. Describe Quantity and Amount: NINE (9) 55-GALLON DRUMS

  b. Facility Name: SPRING GROVE RESOURCE RECOVERY INC Town: CINCINNATI State: OH

  c. Facility Name: _____ Town: _____ State: _____
- [ ] 19. Removal of Other Contaminated Media:

  a. Specify Type and Volume: _____

  b. Facility Name: _____ Town: _____ State: _____

  c. Facility Name: _____ Town: _____ State: _____

C. DESCRIPTION OF RESPONSE ACTIONS (cont.): (check all that apply; for volumes, list cumulative amounts)

☐ 20. Other Response Actions:

Describe:

☐ 21. Use of Innovative Technologies:

Describe:

D. SITE USE:

1. Are the response actions that are the subject of this submittal associated with the *redevelopment, reuse* or the *major expansion of the current use* of property(ies) impacted by the presence of oil and/or hazardous materials?

☐ a. Yes ☑ b. No ☐ c. Don't know

2. Is the property a *vacant or under-utilized commercial or industrial* property ("a brownfield property")?

☐ a. Yes ☑ b. No ☐ c. Don't know

3. Will funds from a state or federal brownfield incentive program be used on one or more of the property(ies) within the disposal site?

☐ a. Yes ☑ b. No ☐ c. Don't know If Yes, identify program(s):

4. Has a Covenant Not to Sue been obtained or sought?

☐ a. Yes ☑ b. No ☐ c. Don't know

5. Check all applicable categories that apply to the person making this submittal: ☐ a. Redevelopment Agency or Authority

☐ b. Community Development Corporation ☐ c. Economic Development and Industrial Corporation

☐ d. Private Developer ☐ e. Fiduciary ☐ f. Secured Lender ☐ g. Municipality

☐ h. Potential Buyer (non-owner) ☑ i. Other, describe: TRUCKING COMPANY

This data will be used by MassDEP for information purposes only, and does not represent or create any legal commitment, obligation or liability on the part of the party or person providing this data to MassDEP.

E. PERMANENT OR TEMPORARY SOLUTION CATEGORY:

Specify the category of Solution that applies to the Disposal Site, or Site of the Threat of Release. Select either **1, 2, or 3.**

☐ **1. Permanent Solution with No Conditions** (check one)

- ☐ a. A threat of release has been eliminated.
- ☐ b. All contamination has been reduced to Natural Background levels.
- ☐ c. A condition of No Significant Risk exists or has been achieved with no Activity and Use Limitation or other limitations, assumptions, or conditions (310 CMR 40.1013).

E. PERMANENT OR TEMPORARY SOLUTION CATEGORY (cont.):

☑ **2. Permanent Solution with Conditions** (check a and/or b):

☐ a. **An AUL has been implemented** pursuant to 310 CMR 1012(2) (check one)

☐ i. Required pursuant to 310 CMR 40.1012(2)

Is the AUL required because the Permanent Solution relies on an Active Exposure Pathway Mitigation Measure pursuant to CMR 310 40.1025?

☐ 1. Yes ☐ 2. No

☐ ii. Optionally implemented pursuant to 310 CMR 40.1012(3)

☑ b. **Limitations or conditions apply** pursuant to 310 CMR 40.1013 (check all that apply):

☐ i. Gardening Best Management Practices (BMPs) for non-commercial gardening in a residential setting

☐ ii. Concentrations of Oil and Hazardous Material consistent with Anthropogenic Background

☑ iii. Residual contamination in a Public or Railroad Right-of-Way

☐ iv. Groundwater contamination would exceed GW-2 Standards except for the absence of an occupied building or structure

☐ **3. Temporary Solution** (check a or b /and c)

☐ a. Response actions to achieve a Permanent Solution **are not currently feasible**

☐ b. Response actions to achieve a Permanent Solution **are feasible** and are being continued toward a Permanent Solution

☐ c. Does the Temporary Solution rely on an Active Exposure Pathway Mitigation Measure pursuant to 310 CMR 40.1026?

☐ i. Yes ☐ ii. No

F. PERMANENT AND TEMPORARY SOLUTION INFORMATION:

1. Specify the Risk Characterization Method(s) used to achieve the Permanent or Temporary Solution, described above:

☐ a. Method 1 ☐ b. Method 2 ☑ c. Method 3

☐ d. Method Not Applicable-Contamination reduced to or consistent with background, or Threat of Release abated

2. Specify all Soil Category(ies) applicable. More than one Soil Category may apply at a Site. Be sure to check off all **APPLICABLE** categories:

☐ a. S-1/GW-1 ☐ d. S-2/GW-1 ☑ g. S-3/GW-1 ☐ j. Not Applicable

☐ b. S-1/GW-2 ☐ e. S-2/GW-2 ☐ h. S-3/GW-2

☐ c. S-1/GW-3 ☐ f. S-2/GW-3 ☑ i. S-3/GW-3

3. Specify all Groundwater Category(ies) impacted. A site may impact more than one Groundwater Category. Be sure to check off all **IMPACTED** categories:

☐ a. GW-1 ☐ b. GW-2 ☐ c. GW-3 ☑ d. No Groundwater Impacted

F. PERMANENT AND TEMPORARY SOLUTION INFORMATION (cont.):

☐ 4. Check here if the risk assessment includes any changes to the groundwater category pursuant to 310 CMR 40.0932(5)(a) through (e). Check all conditions that apply:

- ☐ a. An Interim Wellhead Protection Area does not apply based on a hydrogeologic evaluation (310 CMR 40.0932(5)(a))
- ☐ b. Groundwater was determined not to be in a Potentially Productive Aquifer or is not feasible to be developed as a drinking water supply (310 CMR 40.0932(5)(b))
- ☐ c. A Non-Potential Drinking Water Source Area determination was made (310 CMR 40.0932(5)(c))
- ☐ d. Existing private wells were permanently closed (310 CMR 40.0932(5)(d))
- ☐ e. Groundwater is located within a Zone A, but is not hydrogeologically connected to a drinking water supply (310 CMR 40.0932(5)(e))

☐ 5. Check here if the Permanent or Temporary Solution supports a finding of No Significant Risk for petroleum in a GW-1 area pursuant to 310 CMR 40.0924(2)(b)3.

6. Specify whether remediation was conducted:

- ☐ a. Check here if soil remediation was conducted.
- ☐ b. Check here if groundwater remediation was conducted.
- ☐ c. Check here if other remediation was conducted.
  Specify:

7. Specify whether the analytical data used to support the Permanent or Temporary Solution used the Compendium of Analytical Methods (CAM):

- ☑ a. CAM used to support all analytical data.
- ☐ b. CAM used to support some of the analytical data.
- ☐ c. CAM not used.

☑ 8. Check here to indicate that the Permanent or Temporary Solution Statement includes a Data Usability Assessment and Data Representativeness Evaluation pursuant to 310 CMR 40.1056.

9. Estimate the number of acres this Permanent or Temporary Solution Statement applies to: 0.1

G. LSP SIGNATURE AND STAMP:

I attest under the pains and penalties of perjury that I have personally examined and am familiar with this transmittal form, including any and all documents accompanying this submittal. In my professional opinion and judgment based upon application of (i) the standard of care in 309 CMR 4.02(1), (ii) the applicable provisions of 309 CMR 4.02(2) and (3), and 309 CMR4.03(2), and (iii) the provisions of 309 CMR 4.03(3), to the best of my knowledge, information and belief,

> *if Section B indicates that either a* ***Permanent or Temporary Solution Statement, Phase I Completion Statement and/or Periodic Review Opinion*** *is being provided,* the response action(s) that is (are) the subject of this submittal (i) has (have) been developed and implemented in accordance with the applicable provisions of M.G.L. c. 21E and 310 CMR 40.0000, (ii) is (are) appropriate and reasonable to accomplish the purposes of such response action(s) as set forth in the applicable provisions of M.G.L. c. 21E and 310 CMR 40.0000, and (iii) comply(ies) with the identified provisions of all orders, permits, and approvals identified in this submittal.

I am aware that significant penalties may result, including, but not limited to, possible fines and imprisonment, if I submit information which I know to be false, inaccurate or materially incomplete.

1. LSP#: 5107

2. First Name: GREGORY R 3. Last Name: MORAND

4. Telephone: 9788070940 5. Ext.: 6. Email:

7. Signature: GREGORY R MORAND

8. Date: 4/29/2021
mm/dd/yyyy

9. LSP Stamp:

H. PERSON MAKING SUBMITTAL:

1. Check all that apply: ☐ a. change in contact name ☐ b. change of address ☑ c. change in the person undertaking response actions

2. Name of Organization: CONSRUCTION MATERIALS SERVICE, INC.

3. Contact First Name: PATRICK 4. Last Name: MAURO

5. Street: 379 SOUTH STREET 6. Title: PRESIDENT

7. City/Town: MARLBOROUGH 8. State: MA 9. ZIP Code: 017520000

10. Telephone: 5084810011 11. Ext.: 12. Email: pmauro@cmsinc-ma.com

I. RELATIONSHIP TO RELEASE OR THREAT OF RELEASE OF PERSON MAKING SUBMITTAL:

☐ Check here to change relationship

☑ 1. RP or PRP ☐ a. Owner ☐ b. Operator ☐ c. Generator ☐ d. Transporter

☑ e. Other RP or PRP Specify: GENERIC

☐ 2. Fiduciary, Secured Lender or Municipality with Exempt Status (as defined by M.G.L. c. 21E, s. 2)

☐ 3. Agency or Public Utility on a Right of Way (as defined by M.G.L. c. 21E, s. 5(j))

☐ 4. Any Other Person Making Submittal Specify Relationship: _____

J. REQUIRED ATTACHMENT AND SUBMITTALS:

☐ 1. Check here if the Permanent or Temporary Solution on which this opinion is based, if any, are (were) subject to any order(s), permit(s) and/or approval(s) issued by DEP or EPA. If the box is checked, you MUST attach a statement identifying the applicable provisions thereof.

☑ 2. Check here to certify that the Chief Municipal Officer and the Local Board of Health have been notified of the submittal of a Permanent or Temporary Solution Statement that relies on the public way/rail right-of-way exemption from the requirements of an AUL.

☑ 3. Check here to certify that the Chief Municipal Officer and the Local Board of Health have been notified of the submittal of a Permanent or Temporary Solution Statement with instructions on how to obtain a full copy of the report.

☑ 4. Check here to certify that documentation is attached specifying the location of the Site, or the location and boundaries of the Disposal Site subject to this Permanent or Temporary Solution Statement. If submitting a Permanent or Temporary Solution Statement for a PORTION of a Disposal Site, you must document the location and boundaries for both the portion subject to this submittal and, to the extent defined, the entire Disposal Site.

☑ 5. Check here to certify that, pursuant to 310 CMR 40.1406, notice was provided to the owner(s) of each property within the disposal site boundaries, or notice was not required because the disposal site boundaries are limited to property owned by the party conducting response actions. (check all that apply)

☐ a. Notice was provided prior to, or concurrent with the submittal of a Phase II Completion Statement to the Department.

☑ b. Notice was provided prior to, or concurrent with the submittal of this Permanent or Temporary Solution Statement to the Department.

☐ c. Notice not required. d. Total number of property owners notified, if applicable: 1

☐ 6. Check here if you are submitting one or more AULs. You must submit an AUL Transmittal Form (BWSC113) and a copy of each implemented AUL related to this Permanent Solution or Temporary Solution Statement. Specify the type of AUL(s) below: (required for Permanent Solution with Conditions Statements where an AUL is being implemented)

☐ a. Notice of Activity and Use Limitation b. Number of Notices submitted: _____

☐ c. Grant of Environmental Restriction d. Number of Grants submitted: _____

☐ 7. If a Permanent Solution Compliance Fee is required for any of the RTNs listed on this transmittal form, check here to certify that a Permanent Solution Compliance Fee was submitted to DEP, P. O. Box 4062, Boston, MA 02211.

☐ 8. Check here if any non-updatable information provided on this form is incorrect, e.g. Site Address/Location Aid. Send corrections to bwsc.edep@state.ma.us.

☑ 9. Check here to certify that the LSP Opinion containing the material facts, data, and other information is attached.

K. CERTIFICATION OF PERSON MAKING SUBMITTAL:

1. I, GREGORY R MORAND, attest under the pains and penalties of perjury (i) that I have personally examined and am familiar with the information contained in this submittal, including any and all documents accompanying this transmittal form, (ii) that, based on my inquiry of those individuals immediately responsible for obtaining the information, the material information contained in this submittal is, to the best of my knowledge and belief, true, accurate and complete, and (iii) that I am fully authorized to make this attestation on behalf of the entity legally responsible for this submittal. I/the person or entity on whose behalf this submittal is made am/is aware that there are significant penalties, including, but not limited to, possible fines and imprisonment, for willfully submitting false, inaccurate, or incomplete information.

2. By: GREGORY R MORAND (Signature) 3. Title:

4. For: CONSRUCTION MATERIALS SERVICE, INC. (Name of person or entity recorded in Section H) 5. Date: 4/29/2021 mm/dd/yyyy

☑ 6. Check here if the address of the person providing certification is different from address recorded in Section H.

7. Street: 6 LANCASTER COUNTY ROAD

8. City/Town: HARVARD 9. State: MA 10. ZIP Code: 014510000

11. Telephone: 9782566766 12. Ext: 13. Email: gmorand@omnieg.com

YOU ARE SUBJECT TO AN ANNUAL COMPLIANCE ASSURANCE FEE OF UP TO $10,000 PER BILLABLE YEAR FOR THIS DISPOSAL SITE. YOU MUST LEGIBLY COMPLETE ALL RELEVANT SECTIONS OF THIS FORM OR DEP MAY RETURN THE DOCUMENT AS INCOMPLETE. IF YOU SUBMIT AN INCOMPLETE FORM, YOU MAY BE PENALIZED FOR MISSING A REQUIRED DEADLINE.

Date Stamp (DEP USE ONLY:)

Received by DEP on 4/29/2021 5:10:12 PM

Elaine Lazarus <elainel@hopkintonma.gov>

Verizon Fios TV - LFA Notification - Mix & Match Local TV - Rate Increase

'Connors, Niall S' via Select Board Office <selectboard@hopkintonma.gov> Fri, Apr 30, 2021 at 9:29 AM
Reply-To: "Connors, Niall S" <niall.s.connors@verizon.com>

Dear Municipal Official:

This is to notify you of an upcoming Fios® TV pricing change.

On or after August 1, 2021, the base rate for the Mix and Match Local TV package will increase from $40 to $46 per month for certain existing Fios TV subscribers. This increase helps cover a portion of the escalating annual costs many of the network providers charge to Verizon for their programming.

Verizon will notify affected subscribers of the above by bill message beginning on or after June 1, 2021. A sample customer notice is attached.

Access to the Fios® TV channel lineup is available 24/7 online at verizon.com/fiostvchannels and verizon.com/bizfiostvchannels.

We realize that our customers have other alternatives for entertainment and our goal is to offer the best choice and value in the industry. Verizon appreciates the opportunity to conduct business in your community. Should you or your staff have any questions, please contact me.

Sincerely,
verizon

Niall Connors

Franchise Service Manager
Fios Video Franchising
Verizon Consumer Group

O 857 415 5123
M 781 715 7058
6 Bowdoin Square
Floor 10
Boston, MA 02114

Customer Notice_Mix and Match Rate_Fios Local TV.pdf
82K