

# **AMHERST BOARD OF LICENSE COMMISSIONERS**

**THURSDAY, SEPTEMBER 24, 2020, 5:00 PM**

**VIRTUAL MEETING**

## **AGENDA**

**NOTE: MEETING WILL BE HELD VIRTUALLY VIA THE ZOOM VIDEO CONFERENCE SOFTWARE.**

**TO JOIN:**

<https://amherstma.zoom.us/j/98554209813>

Webinar ID: 985 5420 9813

To join the meeting via telephone: Call (312) 626-6799 or (646) 876-9923 Enter webinar ID when prompted: 985 5420 9813

- I.** Call to Order
- II.** Public Comment
- III.** Licenses
  - a. Public Hearing – Continued from 9/10/20 – New Annual Wine & Malt Package Store Liquor License, Oxbow Wines, LLC d/b/a Provisions, 113 Cows Rd.
  - b. New Common Victualler’s License, Gloria Valentin d/b/a Powerhouse Nutrition, 103 North Pleasant St.
- IV.** Discussion Items
  - a. Open Container Bylaw & Alcohol Consumption on Town Commons
  - b. Private Club Regulations
  - c. Adult Use Marijuana
  - d. Short-Term Rental Regulations
  - e. Packet Submission Deadlines
  - f. Public Comment Protocol
  - g. OpenGov licensing & permitting implementation
  - h. Work plan & schedule moving forward
- V.** Topics not reasonably anticipated 48 hours prior to the meeting
- VI.** Review of Minutes
- VII.** Adjournment



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

APPLICATION FOR A NEW LICENSE

Municipality

**1. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="Off-Premises-15"/>	<input type="text" value="\$15 Package Store"/>	<input type="text" value="Wines and Malt Beverages"/>	<input type="text" value="Annual"/>

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.  
 This is a retail store focusing on fine wine and beer, along with cheese and specialty foods.

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

**2. BUSINESS ENTITY INFORMATION**

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

Entity Name  FEIN

DBA  Manager of Record

Street Address

Phone  Email

Alternative Phone  Website

**3. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.  
 The premises is the building known as the "Cow Barn" in the Mill District development in North Amherst. There is a small second floor with two rooms, an office and a cash storage room. The ground floor has one large room for displays, and six smaller rooms, including bathrooms and hallways but excluding closets. There are two doors at the front of the building; one will be a customer entrance and the other will be a customer exit. In addition, there is a door to the staff room and a door to the loading dock at the back of the building.

Total Square Footage:  Number of Entrances:  Seating Capacity:

Number of Floors:  Number of Exits:  Occupancy Number:

**4. APPLICATION CONTACT**

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

Name:  Phone:

Title:  Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	LLC	Date of Incorporation	March 3, 2011
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Benson Hyde	[REDACTED]	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Owner	50%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Andrew Bruce McAmis	[REDACTED]	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Owner	50%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Additional pages attached?  Yes  No

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

## APPLICATION FOR A NEW LICENSE

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

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

Name	License Type	License Name	Municipality
Benson W. Hyde	On-Premise	Rias Baixas, LLC	Northampton
Benson W. Hyde/Andrew Bruce McAmis	Off-Premise	Oxbow Wines, LLC d/b/a Provisions	Northampton
Benson W. Hyde/Andrew Bruce McAmis	Off-Premise	Oxbow Wines, LLC d/b/a Bottle-O	Northampton

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

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Andrew Bruce McAmis	Wholesale	Yankee Distribution, LLC	N/A

### 6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

## 7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name W. D. Cowls, Inc.

Landlord Phone 413-549-1403

Landlord Email  

Landlord Address 134 Montague Road, Amherst

Lease Beginning Date 8/15/20

Rent per Month 5606.25

Lease Ending Date 8/31/21

Rent per Year 67275

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

Yes  No

## APPLICATION FOR A NEW LICENSE

### 8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	
C. Other * (Please specify below)	100,000
D. Total Cost	100,000

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

### SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Andrew Bruce McAmis	\$90,000.00
Oxbow Wines, LLC	\$10,000.00
Total:	\$100,000

### SOURCE OF FINANCING

Please provide signed financing documentation.

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

### FINANCIAL INFORMATION

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

The members of Oxbow Wines, LLC plan to use business funds to cover at least part of the opening costs of this license and plan to cover the remainder of license acquisition costs, equipment and renovation costs, and other startup expenses out of their own personal financial resources. The applicants may seek bank financing at a future date to assist with startup expenses. However, they do not plan to pledge the license.

### 9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge?  Yes  No

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

To whom is the pledge being made?

# 10. MANAGER APPLICATION

## A. MANAGER INFORMATION

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

Proposed Manager Name  Date of Birth  SSN

Residential Address

Email  Phone

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

## B. CITIZENSHIP/BACKGROUND INFORMATION

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

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

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

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

Date	Municipality	Charge	Disposition

## C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
1/2005	12/2010	Attorney	McAmis Law Office, LLC	N/A
6/2010	12/2018	Owner	Yankee Distribution, LLC	N/A
8/2019	N/A	Owner	Oxbow Wines, LLC	

## D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature  Date

# 11. MANAGEMENT AGREEMENT

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

Yes  No

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

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

## 11A. MANAGEMENT ENTITY

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

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

### CRIMINAL HISTORY

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

Yes  No

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

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

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

Name	License Type	License Name	Municipality

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

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

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

Name	License Type	License Name	Municipality

**11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

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

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

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

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

**11F. TERMS OF AGREEMENT**

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

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

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

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

**ABCC Licensee Officer/LLC Manager**

Signature:   
 Title:   
 Date:

**Management Agreement Entity Officer/LLC Manager**

Signature:   
 Title:   
 Date:

## **ADDITIONAL INFORMATION**

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

**APPLICANT'S STATEMENT**

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

of Oxbow Wines, LLC  
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: Andrew Bruce McAmis

Date: 08/13/2020

Title: Member/Manager

**CORPORATE VOTE**

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

For the following transactions (Check all that apply):

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

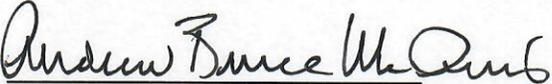
"VOTED: To authorize  Name of Person

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

"VOTED: To appoint  Name of Liquor License Manager

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

A true copy attest,

  
Corporate Officer /LLC Manager Signature

Andrew Bruce McAmis  
(Print Name)

For Corporations ONLY

A true copy attest,

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

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

## ADDENDUM A

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

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

Entity Name	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)		
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 60%; height: 25px;" type="text"/>		
Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)		
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 60%; height: 25px;" type="text"/>		
Name of Principal	Residential Address	SSN	DOB
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Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

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Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

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<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)		
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Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)		
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 60%; height: 25px;" type="text"/>		
Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

**CRIMINAL HISTORY**

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

Yes  No





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

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

**APPLICATION FOR A NEW LICENSE**

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

**ECRT CODE: RETA**

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

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN  STATE  ZIP CODE

For the following transactions (Check all that apply):

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

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

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

## Receipt from nCourt

CU

customerservice@nCOURT.com

Fri, 14 Aug 2020 4:00:49 PM -0400

To "Bruce" <Bruce@provisionswine.com>

Tags

Security Plain [Learn more](#)

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

- **Once you have made your payment, you will receive a status notification (via email) of the acceptance OR rejection of your submission.**

### Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail  
Address 1: 95 Fourth Street, Suite 3  
Address 2:  
City: Chelsea  
State: Massachusetts  
Zip: 02150

### Payment On Behalf Of

First Name: Andrew Last Name: McAmis  
Address 1: 96 Washington Avenue  
Address 2:  
City: Northampton State: MA Zip: 01060

Description	ID	Service Fee	Amount
FILING FEES-RETAIL	Oxbow Wines LLC	\$4.70	\$200.00

**Receipt Date:** 8/14/2020 4:00:42 PM EST  
**Invoice Number:** 24d0f4ac-acd8-450f-ad06-b42d009f5856

**Total Amount Paid:** \$204.70

### Billing Information

First Name Andrew  
Last Name McAmis  
Email [Bruce@provisionswine.com](mailto:Bruce@provisionswine.com)  
Street XXXXXXXXXX  
City Northampton  
State/Territory MA

### Credit / Debit Card Information

Card Type Visa  
Card Number \*\*\*\*\*4365

Zip 01060

Phone Number (413) 374-7417

IMPORTANT INFORMATION >>

Please verify the information shown above. Your payment has been submitted to the location listed above.

- If this is not the correct organization, your payment will be rejected/refunded/transferred and you will not have satisfied your obligation
- If you pay less than the required amount due you will not have satisfied your obligation.
- Once you have made your payment, you will receive a status notification (via email) of the **acceptance OR rejection** of your submission.



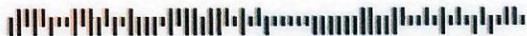
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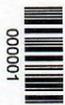
## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

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OXBOW WINES LLC  
30 CRAFTS AVE  
NORTHAMPTON MA 01060-3806



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

The Commissioner of Revenue certifies that, as of the date of this certificate, OXBOW WINES LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

### *What if I have questions?*

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### *Visit us online!*

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

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

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Edward W. Coyle, Jr., Chief  
Collections Bureau



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

Minimum Fee: \$500.00

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

**Annual Report**  
 (General Laws, Chapter )

Identification Number: [REDACTED]

Annual Report Filing Year: 2020

1.a. Exact name of the limited liability company: OXBOW WINES LLC D/B/A PROVISIONS

1.b. The exact name of the limited liability company as amended, is: OXBOW WINES LLC D/B/A PROVISIONS

**2a. Location of its principal office:**

No. and Street: 30 CRAFTS AVENUE  
 City or Town: NORTHAMPTON State: MA Zip: 01060 Country: USA

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

No. and Street: 30 CRAFTS AVENUE  
 City or Town: NORTHAMPTON State: MA Zip: 01060 Country: USA

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

THE GENERAL CHARACTER OF THE LLC IS TO OWN AND OPERATE A RETAIL ESTABLISHMENT FOR THE SALE OF WINE, BEER, LIQUOR, FOOD, AND OTHER RELATED ITEMS, AND TO ENGAGE IN ANY OTHER LAWFUL BUSINESS, TRADE, OR ACTIVITY.

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: ALEXANDER CHESTER FEINSTEIN  
 No. and Street: 30 CRAFTS AVENUE  
 City or Town: NORTHAMPTON State: MA Zip: 01060 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ANDREW BRUCE MCAMIS	30 CRAFTS AVENUE NORTHAMPTON, MA 01060 USA
MANAGER	BENSON HYDE	30 CRAFTS AVENUE NORTHAMPTON, MA 01060 USA

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

managers.

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

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ANDREW BRUCE MCAMIS	30 CRAFTS AVENUE NORTHAMPTON, MA 01060 USA
REAL PROPERTY	BENSON HYDE	30 CRAFTS AVENUE NORTHAMPTON, MA 01060 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 11 Day of September, 2020,  
ANDREW BRUCE MCAMIS , Signature of Authorized Signatory.**

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:

September 11, 2020 02:51 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

## COMMERCIAL LEASE

LEASE made this 3rd day of August, 2020, ("Effective Date") by and between **W.D. Cows, Inc.**, a Massachusetts corporation with its principal place of business at 134 Montague Road, Amherst, Hampshire County, Massachusetts, hereinafter referred to as the "LESSOR" and **Oxbow Wines LLC d/b/a Provisions**, a Massachusetts limited liability company with its principal place of business at 30 Crafts Avenue, Northampton, Hampshire County, Massachusetts, hereinafter referred to as the "LESSEE".

1. **PREMISES:** The LESSOR hereby leases to the LESSEE and the LESSEE leases from the LESSOR an approximately 4,485 square foot building located at **113 Cows Road, Amherst, Hampshire County, Massachusetts**, known as **The Cow Barn**, being a portion of the real property owned by LESSOR and identified as Assessor Parcel Id 5A-139 (the "Property"), including also the exclusive use of twenty (20) parking spaces during business hours and the right to vehicular and pedestrian access of the loading dock via the adjacent property (collectively, the "Premises" or "Leased Premises"). The Leased Premises is outlined and depicted on **Exhibit \_\_\_** hereto.

2. **CONTINGENCY** – This Lease is offered on an interim basis during the period that LESSEE designs and permits certain space within a condominium on other property owned by Lessor, North Square building A, into which LESSEE intends to relocate (the "North Square Space") and while LESSOR builds out said space to LESSEE'S specifications in accordance with the terms of the North Square Lease (defined below).

3. **TERM:** The term of this LEASE for the Premises shall be for twelve (12) months and 16 days commencing on August 15, 2020 ("Lease Commencement Date") and terminating at the sooner to occur of August 31, 2021 or when the all of the following have occurred: a) the Construction Completion of North Square Space (as hereafter defined); b) the North Square Space has received its Certificate of Occupancy; and, c) LESSEE is prepared to move to the North Square Space, including approval by the Town of Amherst for a transfer of the retail off premises wine and malt license to the North Square Space (the date upon which the above are satisfied is hereafter the "Lease Termination Date").

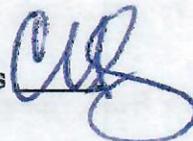
Lessee shall have the option to terminate this Lease if, despite good faith and diligent efforts of Lessee, the Town of Amherst does not approve the Lessee for a retail off premise wine and malt beverage license for the Leased Premises by September 30, 2020.

4. **RENT:** The rent agreed upon by the LESSOR and LESSEE for the term of this Lease shall be as follows:

- a. **FIFTEEN AND 00/100 DOLLARS (\$15.00)** per square foot comprising the Leased Space, annually (the "Standard Rent") payable in monthly installments of **FIVE THOUSAND AND SIX AND 25/100 DOLLARS (\$5,606.25)** commencing on the 1st day of September 2020 (subject to the paragraph below) and each and every month thereafter through the 1st day of September, 2021, or such earlier month as the lease terminates pursuant to Section 3 herein.

113 Cows Road (Cow Barn), Amherst

Lessor's Initials



Lessee's Initials



other coverage and types of insurance as the LESSOR, or LESSOR'S lender, may reasonably determine.

LESSEE shall likewise pay any increase in taxes, CAM charges, or insurance attributable to any alteration, improvement, or addition made by the LESSEE and any tax attributable to any sign of the LESSEE. Nonpayment of Additional Rent when due shall constitute a default under this Lease to the same extent, and shall entitle LESSOR to the same remedies, as nonpayment of Standard Rent.

LESSEE'S Additional Rent shall be payable by LESSEE in equal monthly installments as reasonably determined by LESSOR. It is agreed by both LESSOR and LESSEE that the intent of this Lease is to be an absolute net lease and that the LESSEE shall pay One Hundred (100%) percent of any and all taxes, insurances, and CAM charges attributable to the Leased Premises, it being understood however that the Leased Premises is only a portion of the Property and, subsequently, Lessee shall pay only its proportionate share of those expenses which are incurred by or assessed against the Property as a whole ("Proportionate Share"). **For purposes of this Lease and for the avoidance of doubt, the LESSEE's Proportionate Share of CAM charges, insurance and real estate taxes is \$4.00 per square foot annually, equating to \$1,495.00 per month as the "Additional Rent" due under this Lease.**

Notwithstanding the foregoing, Additional Rent shall not include (i) any expense chargeable to a capital account or capital improvement, ground leases; principal or interest payments on any mortgage on the premises; (ii) any amount for which LESSOR is reimbursed through insurance, by third persons, or directly by other LESSEEs of the premises, (iii) repair costs occasioned by fire, windstorm or other casualty, (iv) any construction, repair or maintenance expenses or obligations that are the sole responsibility of LESSOR (not to be reimbursed by LESSEE), (v) leasing commissions and other expenses incurred in connection with leasing any other area located on the premises to any other party, and (vi) costs of items and services for which LESSEE has already reimbursed LESSOR.

6. UTILITIES: LESSOR represents that the Premises are separately metered for electricity, and that the meters serving the Premises do not serve any other portion of the building. The LESSEE shall pay the cost of heat, electricity, gas, propane, water, sewer and all other utilities consumed on the premises during the term of this LEASE or any extension thereof.

LESSEE shall install and pay for the use of all telephone, wireless internet and computer lines serving the Premises, such costs to be paid directly to the appropriate utility company.

7. USE OF LEASED PREMISES: The use of the Premises is restricted to a fine foods market with beer and wine sales. The LESSEE hereby specifically acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, noisy, offensive or contrary to any law or municipal bylaw or ordinance in Amherst, Massachusetts.

LESSEE agrees to host tastings and events independently and in reasonable cooperation with The Mill District, and agrees to operate a specialty food, wine and beer market with offerings substantially similar to its current Northampton location, and to be open regularly to the public during reasonable business hours, but subject to the Lessee's reasonable discretion, and orders/guidance of local Health Departments or the Commonwealth of Massachusetts.

113 Cows Road (Cow Barn), Amherst

Lessor's Initials

Lessee's Initials

assign, license to use, hypothecate or other alienation of this LEASE shall be void and shall confer no rights on third parties. The transfer or sale of 50%, or more, interest in the LESSEE shall be deemed a transfer pursuant to this paragraph.

11. SUBORDINATION: This LEASE shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the Premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this LEASE to said mortgages, deeds of trust or other such instruments in the nature of a mortgage; provided, however, LESSEE receives a non-disturbance agreement from such mortgagee or lender, in form reasonably approved by LESSEE.

12. LESSOR'S ACCESS: The LESSOR or agents of the LESSOR may, at reasonable times after reasonable written notice of at least twenty four (24) hours, enter to view the Premises and remove placards and signs not approved and affixed as herein provided, and make necessary repairs as LESSOR should elect to do and at any time within six (6) months before the expiration of the term, may affix to any suitable part of the Premises a notice for letting or selling the Premises or property of which the Premises are a part and keep the same so affixed without hindrance or molestation and to enter and show the Premises to prospective LESSEES, provided, however, LESSOR shall use best efforts to avoid unreasonable interference with the conduct of LESSEE'S business and LESSEE shall have the right to have a representative present during LESSOR'S entry. Notwithstanding the foregoing, however, in the case of an emergency, the LESSOR may enter the leased premises without notice to remedy such emergency.

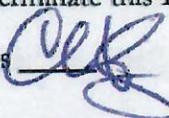
13. INDEMNIFICATION AND LIABILITY: The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, or by any nuisance made or suffered on the Premises, unless such loss is caused by the negligence of the LESSOR, its agents, servants or employees. The LESSOR shall save the LESSEE harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, or by any nuisance made or suffered on the Premises or the Property, unless such loss is caused by the negligence of the LESSEE, its agents, servants or employees.

14. LESSEE'S LIABILITY INSURANCE: The LESSEE shall maintain with respect to the Premises and the property of which the Premises are a part, comprehensive public liability insurance in the amount not less than \$1,000,000 with property damage insurance in limits not less than \$50,000.00 in responsible companies qualified to do business in Massachusetts and are in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as divided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured name therein. This provision and the coverage, including amounts, herein shall be reviewed annually by LESSOR. If LESSOR determines that the coverage or amount is insufficient, LESSOR may request and LESSEE shall provide reasonable coverages and the amounts of Lessor's request.

15. FIRE, CASUALTY, EMINENT DOMAIN: Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other casualty or be taken by eminent domain, the LESSOR may elect to terminate this LEASE. When such fire,

113 Cows Road (Cow Barn), Amherst

Lessor's Initials



Lessee's Initials



the LESSOR may incur by reason or such termination during the residue of the term; provided, however, LESSOR shall use commercially reasonable efforts to re-let the Premises. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants of LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this LEASE, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of eight (8%) percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

17. INDEMNIFICATION: LESSEE covenants at its expense at all times during the term and such further time as LESSEE occupies the Premises or any part thereof to assume exclusive control of the Premises, and all tort liabilities incident to the control or leasing thereof, and to defend, indemnify and save LESSOR harmless from all injury, loss, claim or damage to or for any person or property occurring within the Premises occasioned by any omission, fault, neglect or other misconduct of LESSEE or anyone claiming under LESSEE. LESSOR covenants at its expense to defend, indemnify and save LESSEE harmless from all injury, loss, claim or damage to or for any person or property anywhere occasioned by willful or reckless misconduct of LESSOR or anyone claiming under LESSOR.

18. PAYMENT OF LESSOR'S COST OF ENFORCEMENT: LESSEE covenants and agrees to pay, on demand, LESSOR'S expenses, including reasonable attorney's fees, incurred in enforcing any obligation of LESSEE under this LEASE.

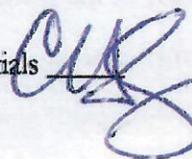
19. ESTOPPEL CERTIFICATE: Upon not less than thirty (30) days prior written request, either LESSOR or LESSEE agrees, in favor of the other, to execute acknowledge and deliver a statement in writing certifying that this LEASE is unmodified and in full force and effect (or, if there have been any modifications that the same are in full force and effect as modified and stating the modifications) and the dates to which the fixed rent and additional rent and other charges have been paid and any other information reasonably requested. Any such statement pursuant to this section may be relied upon by any prospective purchaser, mortgagee or lending source.

20. OVERLOADING; NUISANCE; ETC.: LESSEE shall not injure, overload, deface or otherwise harm the Premises; nor commit any nuisance; nor permit the emission of any objectionable noise or odor; nor make, allow nor suffer any waste; nor make any use of the Premises which is offensive or contrary to any law, ordinance, order or regulation of any public authority or which will invalidate any insurance.

21. EFFECT OF WAIVERS OF DEFAULT: Any consent or permission by LESSOR/LESSEE to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by LESSOR/LESSEE of the breach of any covenant or condition, herein shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise, except as to the specific instance, operate to permit similar acts or omissions.

113 Cowls Road (Cow Barn), Amherst

Lessor's Initials



Lessee's Initials



28. APPLICABLE LAW AND CONSTRUCTION: This LEASE shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and, if any provisions of this LEASE shall to any extent be invalid, the remainder of this LEASE shall not be affected thereby. There are no oral or written agreements between LESSOR and LESSEE affecting this LEASE. This LEASE may be amended only by instruments in writing executed by LESSOR and LESSEE. The titles of the several sections contained herein are for convenience only and shall not be considered in construing this LEASE. Unless repugnant to the context, the words "LESSOR" and "LESSEE" appearing in this LEASE shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns and those claiming through or under them respectively.

29. HOLDING OVER: If LESSEE or anyone claiming under LESSEE shall remain in possession of the Premises or any part thereof after the expiration of the term of this LEASE without any agreement in writing between LESSOR and LESSEE, the person remaining in possession shall be deemed a LESSEE from month to month, subject to the provisions of this LEASE insofar as the same may be made applicable to a tenancy from month to month, and Rent shall be the Default Rent.

30. DISPOSAL OF HAZARDOUS WASTE: The LESSOR requires that all hazardous or toxic substances, materials or wastes ("Hazardous Substances") be handled in a manner that conforms to both Massachusetts Code and local code. This will be strictly enforced.

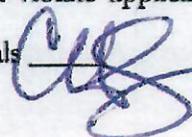
LESSOR represents and warrants to LESSEE that as of the commencement date and to the best of LESSOR'S knowledge there are no Hazardous Substances on the Property. LESSEE shall promptly deliver to LESSOR copies of all notices made by LESSEE to, or received by LESSEE from any state, county, municipal or other agency having authority to enforce any environmental law ("Enforcement Agency") or from the United States Occupational Safety and Health Administration concerning environmental matters or Hazardous Substances at the Premises. LESSOR shall promptly deliver to LESSEE copies of all notices received by LESSOR from any Enforcement Agency or from the United States Occupational Safety and Health Administration concerning environmental matters or Hazardous Substances at the Property.

31. TITLE: LESSOR hereby represents that LESSOR is the owner in fee simple of the Property, including the building and all improvements thereon free from any liens or encumbrances that would adversely affect LESSEE'S leasehold interest or the conduct of its business on the Premises, and has the right and authority to enter into this LEASE. LESSOR further represents that LESSOR and those signatories executing this LEASE on behalf of LESSOR have full power and authority to execute this LEASE.

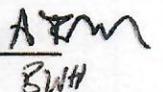
32. COMPLIANCE WITH LAWS: LESSOR represents and warrants to LESSEE that as of the commencement date the Premises and the Property are in compliance with applicable federal, state and local laws, ordinances, rules and regulations ("Laws"), including, without limitation, applicable zoning laws, ordinances, rules and regulations and with applicable instruments affecting title to the Property. LESSOR further represents that it has received no notices or communications from any public authority having jurisdiction alleging violation of any Laws relating to the Premises or the Property and has received no notices alleging violation of any title instrument. Without limiting the generality of the foregoing, LESSOR represents that (i) the use of the Premises and the Property for purposes of office space is permitted by and will not violate applicable Laws and does not

113 Cows Road (Cow Barn), Amherst

Lessor's Initials

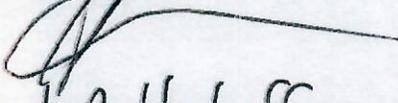


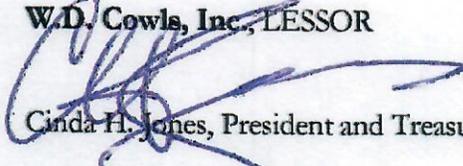
Lessee's Initials

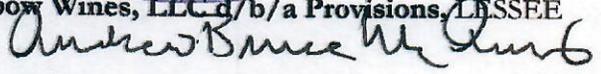


Force Majeure shall only delay, but not excuse, performance under this Lease. The LESSEE acknowledges that there is an existing Covid-19 pandemic at the time of the execution of this Lease and such pandemic shall not constitute a force majeure event that would excuse LESSEE'S performance hereunder.

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

Witness   
Hannah Rechtschaffen

**W.D. Cows, Inc., LESSOR**  
  
Cinda H. Jones, President and Treasurer

**Oxbow Wines, LLC d/b/a Provisions, LESSEE**  
  
Witness   
By: \_\_\_\_\_, Its Manager



Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Oxbow Wines, LLC d/b/a Provisions	CITY/TOWN:	Northampton
---	--	----------------	-----------------------------------	------------	-------------

**APPLICANT INFORMATION**

LAST NAME:	McAmis	FIRST NAME:	Andrew	MIDDLE NAME:	Bruce
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	[REDACTED]		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	[REDACTED]	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	6 3	WEIGHT:	250
EYE COLOR:	Brown				
CURRENT ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]	STATE:	MA	ZIP:	[REDACTED]
FORMER ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]	STATE:	MA	ZIP:	[REDACTED]

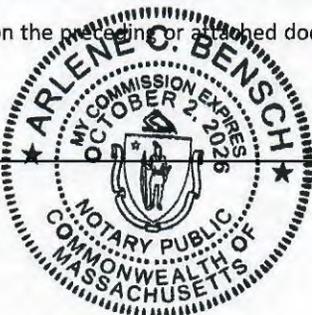
**PRINT AND SIGN**

PRINTED NAME:	Andrew Bruce McAmis	APPLICANT/EMPLOYEE SIGNATURE:	<i>Andrew Bruce McAmis</i>
---------------	---------------------	-------------------------------	----------------------------

**NOTARY INFORMATION**

On this 8/14/2020 before me, the undersigned notary public, personally appeared Andrew B McAmis  
(name of document signer), proved to me through satisfactory evidence of identification, which were MA [REDACTED]  
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

*[Signature]*  
NOTARY



**DIVISION USE ONLY**

REQUESTED BY:	[REDACTED]
<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>	

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.



**Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street, First Floor  
Boston, MA 02114**

**DEBORAH B. GOLDBERG  
TREASURER AND RECEIVER GENERAL**

**CORI REQUEST FORM**

**JEAN M. LORIZIO, ESQ.  
CHAIRMAN**

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	58	LICENSEE NAME:	Oxbow Wines LLC	CITY/TOWN:	Northampton
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**APPLICANT INFORMATION**

LAST NAME:	Hyde	FIRST NAME:	Benson	MIDDLE NAME:	William
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	[REDACTED]		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	[REDACTED]	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	6 8	WEIGHT:	210
EYE COLOR:	Brown				
CURRENT ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]	STATE:	MA	ZIP:	[REDACTED]
FORMER ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]	STATE:	MA	ZIP:	[REDACTED]

**PRINT AND SIGN**

PRINTED NAME:	Benson W. Hyde	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	----------------	-------------------------------	--

**NOTARY INFORMATION**

On this 8/14/2020 before me, the undersigned notary public, personally appeared Benson W. Hyde  
(name of document signer), proved to me through satisfactory evidence of identification, which were MDX [REDACTED]  
to be the person whose name is signed on the preceding attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

**DIVISION USE ONLY**

REQUESTED BY:	[REDACTED]
<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>	

The DCJI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJI via mail or by fax to (617) 660-4614.



The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 1 Congress Street, Suite 100  
 Boston, MA 02114-2017  
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.  
 TO BE FILED WITH THE PERMITTING AUTHORITY.

**Applicant Information**

**Please Print Legibly**

Business/Organization Name: Oxbow Wines, LLC d/b/a Provisions

Address: 30 Crafts Avenue

City/State/Zip: Northampton, MA 01060 Phone #: 413-727-3497

**Are you an employer? Check the appropriate box:**

1.  I am a employer with 12 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: Citizen's Insurance Co. of America

Insurer's Address: Whalen Insurance, 71 King Street

City/State/Zip: Northampton, MA 01060

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 09/18/20

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

Failure to secure coverage as required under Section 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: Andrew Bruce McQuis Date: 8/13/2020

Phone #: 413-374-7417

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

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

Issuing Authority (circle one):

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

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

Primary Account [REDACTED]

ANDREW BRUCE MCAMIS  
[REDACTED]

**PRIVATE WEALTH MANAGEMENT**

August 01, 2020 - August 31, 2020

**PORTFOLIO SUMMARY**

	August 31	July 31	Month Change
Net Portfolio Value	\$1,035,546.88	\$1,068,296.38	[REDACTED]
Your assets	\$1,035,546.88	\$1,068,296.38	[REDACTED]
Your liabilities			
Your Net Cash Flow (Inflows/Outflows)	[REDACTED]	[REDACTED]	[REDACTED]
Securities You Transferred In/Out			
<i>Subtotal Net Contributions</i>			
Your Dividends/Interest Income			
Your Market Gains/(Losses)			
<i>Subtotal Investment Earnings</i>			

If you have questions on your statement, call 24-Hour Assistance: (800) MERRILL (800) 637-7455 Access Code: [REDACTED]

Investment Advice and Guidance: Call Your Private Wealth Advisor

Your Private Wealth Advisor:  
THE RYAN GROUP  
ONE BRYANT PARK, 28TH FLOOR  
NEW YORK NY 10036  
1-212-236-5144

Total Value (Net Portfolio Value plus Assets Not Held/Valued By MLPF&S, if any) in millions, 2015-2020

Up-to-date account information can be viewed at: [www.mymerrill.com](http://www.mymerrill.com), where your statements are archived for three or more years.

Questions about MyMerrill? Click the "help" tab at the top of the screen once you log in.

12/15 12/16 12/17 12/18 12/19 1Q20 2Q20 7/20 8/20

**DOWNSIZE YOUR DOCUMENTS**

Go paperless and simplify - plus help lower your risk of fraud. Choose Online Delivery and access your statements and account documents when you need them. You'll receive an email whenever a new document becomes available. Visit [mymerrill.com](http://mymerrill.com) to enroll today.

Merrill Lynch, Pierce, Fenner & Smith Incorporated (also referred to as "MLPF&S" or "Merrill") makes available certain investment products sponsored, managed, distributed or provided by companies that are affiliates of Bank of America Corporation (BofA Corp). MLPF&S is a registered broker-dealer, Member SIPC and a wholly owned subsidiary of BofA Corp. Investme [REDACTED]

+

# Florence Bank

P.O. Box 60700, Florence, MA 01062  
RETURN SERVICE REQUESTED

Questions? We're here to help!  
Visit us at [florencebank.com](http://florencebank.com)  
or call 413.586.1300 or 800.644.8261.

Customer Statement

Pg 1 of 9

Account Number: [REDACTED]  
Statement Date: Aug 01, 2020 thru Aug 31, 2020

OXBOW WINES LLC  
DBA PROVISIONS  
30 CRAFTS AVENUE  
NORTHAMPTON MA 01060-3806

### Summary - All Accounts

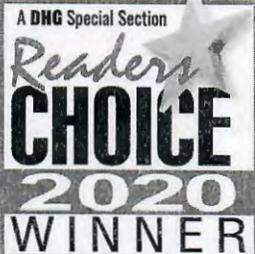
Product	Account #	Ending Balance
Cash Management Checking	[REDACTED]	\$21,598.81

### Cash Management Checking - xxxxxxxx6078

Date	Transaction Description	Withdrawal	Deposit	Balance
	<b>BEGINNING BALANCE</b>			<b>\$19,215.11</b>
Aug 31	Total Deposits		[REDACTED]	
Aug 31	Total Withdrawals	[REDACTED]		
Aug 31	Total Fees	[REDACTED]		
	<b>ENDING BALANCE</b>			<b>\$21,598.81</b>

### Deposits and Credits

Date	Transaction Description	Amount
Aug 03	[REDACTED]	[REDACTED]
Aug 03	[REDACTED]	[REDACTED]
Aug 04	[REDACTED]	[REDACTED]
Aug 05	[REDACTED]	[REDACTED]
Aug 06	[REDACTED]	[REDACTED]
Aug 07	[REDACTED]	[REDACTED]
Aug 10	[REDACTED]	[REDACTED]
Aug 10	[REDACTED]	[REDACTED]
Aug 10	[REDACTED]	[REDACTED]
Aug 11	[REDACTED]	[REDACTED]
Aug 12	[REDACTED]	[REDACTED]
Aug 13	[REDACTED]	[REDACTED]
Aug 14	[REDACTED]	[REDACTED]
Aug 14	[REDACTED]	[REDACTED]
Aug 14	[REDACTED]	[REDACTED]



**THANK YOU FOR VOTING US  
BEST LOCAL BANK!**

Member FDIC / Member DIF

## 2nd Floor:

Key:

Red Lines: Shelves, Racks

Blue Outlines: Coolers

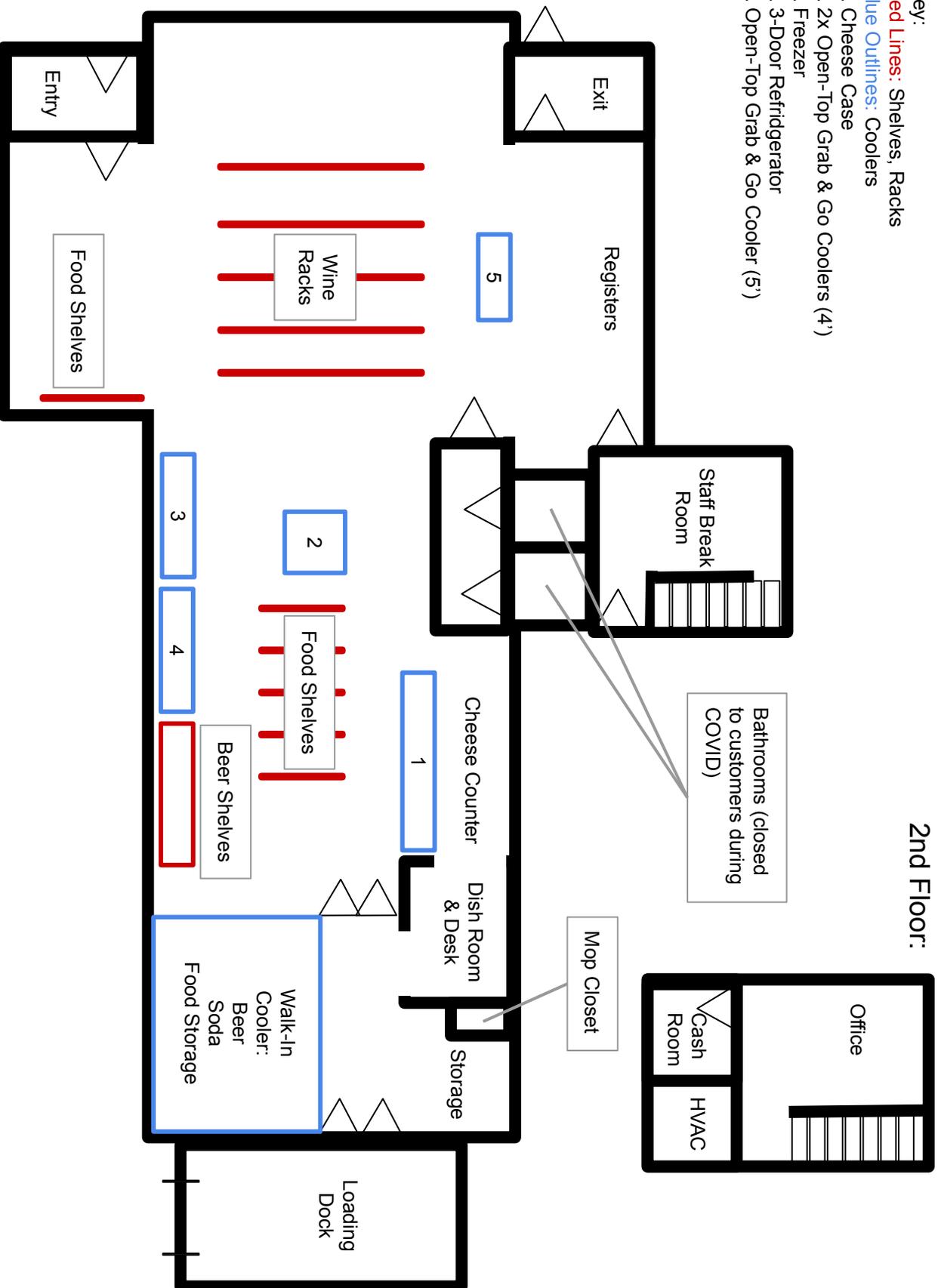
1. Cheese Case

2. 2x Open-Top Grab & Go Coolers (4')

3. Freezer

4. 3-Door Refrigerator

5. Open-Top Grab & Go Cooler (5')



## PUBLIC HEARING NOTICE

In accordance with the provisions of Chapter 138, Section 15, of the Massachusetts General Laws, the Amherst Board of License Commissioners will hold a public hearing on September 10, 2020 at 5:15pm to act on the application of Oxbow Wines, LLC d/b/a Provisions, 113 Cowls Road, for a new annual Wine & Malt Package Store Liquor License (Manager: Andrew Bruce McAmis). Please note, this meeting will be conducted virtually and will accommodate public comment to the extent practical. A hyperlink to the meeting will be posted on the Town's online calendar at [www.amherstma.gov](http://www.amherstma.gov). To join the meeting go to <https://amherstma.zoom.us/j/93862792981> or call (312) 626-6799 or (646) 876-9923 and enter Webinar ID 938 6279 2981 when prompted. Plans and documents are available from Steven McCarthy, Licensing Coordinator, [mccarthys@amherstma.gov](mailto:mccarthys@amherstma.gov) or 413-259-3199.

August 24, 2020

Board of License Commissioners

(413) 259-3030

4 Boltwood Avenue, Amherst, MA 01002

Application for Common Victualler License

Fee: \$50 Annually

\$70 with BYOB Designation

To the Licensing Authorities:

The undersigned hereby applies for a Common Victualler License in accordance with the provisions of the statutes, by laws, and/or policies relating thereto:

INDIVIDUAL/PARTNER/CORP NAME: Gloria Valentin Powerhouse Nutrition DBA: ADDRESS OF PREMISES:

OWNER'S NAME (If different): \_\_\_\_\_ MANAGER'S NAME (If different): \_\_\_\_\_ DAYS OF WEEK & HOURS OF OPERATION: Gloria Valentin  
Mon - Fri 6:00 AM - 5:00 PM  
Sat 8:00 AM - 5:00 PM  
Sun Closed

BUSINESS TELEPHONE # 413-835-0963 \_\_\_\_\_ CELL TELEPHONE # 413-330-6646

EMAIL: conde2012.gc@gmail.com

BYOB Designation:

If your establishment does not hold a liquor license, you may apply for a BYOB Designation allowing your patrons to bring limited quantities of alcohol onto your premises and consume it with food. If your establishment does not have wait staff service at tables, please also submit a BYOB Management Plan on a separate piece of paper, detailing what steps will be taken to ensure BYOB activity will occur in a safe and orderly manner and how the age of patrons drinking will be verified.

Not Applying for BYOB Designation (\$50 for Common Vic)

Applying for BYOB Designation – Wait Staff At Tables – No Management Plan Needed (\$70 for Common Vic &

BYOB)  Applying for BYOB Designation – No Wait Staff At Tables – Management Plan Needed (\$70 for Common Vic

& BYOB)

Gloria Valentin Signature of Applicant Date 9/23/20

FOR OFFICE USE ONLY - License # \_\_\_\_\_

Approved:

Board of License Commissioners, Chair

Approved:

Chief of Police

Approved:

Inspections/Zoning Department

Management Plan

Special Conditions

Please return this application with a Workers Compensation Affidavit and a License Attestation Form to the Inspections Services Department, Town Hall, 4 Boltwood Avenue, Amherst, MA 01002.

Board of License Commissioners  
(413) 259-3030  
4 Boltwood Avenue, Amherst, MA 01002

### License Attestation Form

License Year: 2020

**LICENSEE/APPLICANT:**

Individual or Corporate Name Gloria Valentin Powerhouse Nutrition

**D/B/A (if applicable):**

Address 103 n pleasant st amherst ma 01002

---

**MANAGER: Gloria Valentin**

“Pursuant to M.G.L. c 62C, s 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support”.

Signature of Applicant Business Telephone # 4133306646  
Corporate Officer (Mandatory, if applicable)

Gloria Valentin  
Federal Identification Number (**Required**) Home/Cell Phone

85-2690981

Social Security Number Email  
(Voluntary if FIN Provided)

- This license **will not be issued or renewed** unless this certification clause is signed by the applicant.
- The Federal IN or SS if no FI number provided will be furnished to the Massachusetts Department of Revenue, which they use to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency may be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49A.



**The Commonwealth of  
Massachusetts  
Department of Industrial Accidents  
1 Congress Street, Suite 100  
Boston, MA 02114-2017  
www.mass.gov/dia**

**Workers' Compensation Insurance Affidavit: General Businesses.  
TO BE FILED WITH THE PERMITTING AUTHORITY.**

**Applicant Information Please Print Legibly Business/Organization**

Name: Gloria Valentin Powerhouse Nutrition

Address: 103 N pleasant st

City/State/Zip: Amherst MA 01002 Phone #: 4133306646 Are you an employer?

**Check the appropriate box: Business Type (required):**

- |  |   |
|--|---|
| 1. I am a employer with _____ employees (full and/ or part-time).*   | 5. Retail   |
| 2. <b>I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]</b>                           | 6. Restaurant/Bar/Eating Establishment 7. Office and/or Sales (incl. real estate, auto, etc.) 8. Non-profit |
| 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]** | 9. Entertainment  |
| 4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]  | 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: \_\_\_\_\_

Insurer's Address: \_\_\_\_\_

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

Policy # or Self-ins. Lic. # Expiration Date: **Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).**

Failure to secure coverage as required under Section 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: Gloria Valentin Date: 9/23/2020

Phone #: 4133306646

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

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

Issuing Authority (circle one):

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

Other \_\_\_\_\_

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

[www.mass.gov/dia](http://www.mass.gov/dia)

## Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An *employer* is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "**every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required.**"

Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

### Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

### City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts  
Department of Industrial Accidents  
1 Congress Street  
Boston, MA 02114-2017

Tel. # 617-727-4900 ext. 7406 or 1-877-MASSAFE

Fax # 617-727-7749  
[www.mass.gov/dia](http://www.mass.gov/dia)

Form Revised 02-23-15

## Amherst Board of License Commissioners- Project Overview/Tracking

Project: Open Container Licensing

Leader: MW

### Justification/Scope/Principles:

To allow for the consumption of alcohol in designated public spaces in a manner that is regulated, safe, and respectful of municipal property and services.

### Desired Outcome:

1. Establish protocols for open container/special event licensing
2. Approve protocols/licensing by.....

**Contact/Reference Information:** (Joint Committee members), Police and Fire Depts., DPW, Amherst BID

### Status: *description of events, meetings, and decisions*

3/16/20: Town Council votes to allow licensed public consumption. 7/16/2020: M. Walker & D. Maxfield begin work on the project

Next Steps	Follow-up	Due Date
1. Research – What are other towns doing? Newton – What are they doing	Contacted Pittsfield, MA re annual Craft Beer Festival on their Common. Special Events Coordinator Becky Manship and Police Captain Grady sent info. See attached. Newton procedures consulted 8/13/2020.	8/6/2020
2. Formation of BoLC/Town Council Committee 3. Draft basics of regulations  4. Engage with BID, what do they have to offer.	2. After meeting on 8/6/20, the BoLC decided against forming the committee. 3. Draft 1: 8/27/2020. Draft 2: 9/9/2020. Draft 3: 9/22/2020. 4. Emailed Gabrielle Gould (BID) & John Page (CofC), they are composing an email. (9/6/20). Emailed GG and JP (9/22) and invited them to BoLC meeting on the 24 <sup>th</sup> .	N/A  8/27/2020 8/27/2020
5. Determine public space to be licensed (Schedule A)  6. Approval/Sign off process	5.  6.	TBD
7. Documentation required – Proof of paid security, trash removal, etc.  8. Fines?	7. Discussed at meeting 8/27/20  8.	
9. Input from Town Counsel	9. in favor of cordoned-off service area, BOYB problematic, other recommendations as already in draft regs. License for public property? Provided example from Leominster (attached).	

**Notes:** Town Council policy on the regulation of Town Ways delegates all short-term reservation and action authority to the Town Manager (adopted 2019).

**Conclusion:**

**Amherst Board of License Commissioners**  
**Regulations for the Consumption of Alcoholic Beverages ~~in the Town Way~~ on Public Property**

Adopted by the Board of License Commissioners on...

**Section 1: Purpose**

The purpose of these regulations is to allow for the sales and service of alcohol during short-term special events ~~consumption of alcohol~~ in designated portions of ~~the Town Way~~ public property in a manner that is respectful of ~~municipal~~ that property and town services, ~~and~~ protects the health and safety of the ~~in~~ inhabitants of the Town of Amherst, and provides cultural and economic enhancement to the town. -

**Section 2: Authority**

These regulations are adopted under authority of Massachusetts General Laws c.138, Amherst Home Rule Charter 6.3, and the General Bylaws of the Town of Amherst 3.17.

**Section 3: Definitions**

As used throughout these regulations, the terms contained within M.G.L c.138 and M.G.L. c.140 will have the meaning as defined by statute. In addition, and to the extent not inconsistent with M.G.L. c.138 and c.140, the following terms will have the following meanings:

“**Board**” – The Amherst Board of License Commissioners.

“**Special Event**” – Any short-term gathering (e.g. festival, block party, parade, etc.) requiring use of municipal property.

~~“**Town Way**” – The Amherst Town Common, Kendrick, or Sweetser Park. The use of other municipal property for Special Events is TBD by the Board of License Commissioners.~~

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**Section 4: Applicability**

All applicants for a Special ~~One-Day~~ Short-Term License for public consumption of alcoholic beverages at a ~~Special Event in the Town Ways~~ special event on public property must comply with all other procedures instituted by the Board for Special ~~One-day~~ short-term Licenses.

**Section 5: Application Procedure**

Applicants who wish to serve alcohol at a ~~Special Event in the Town Ways~~ special event on public property must apply for a Special ~~One-Day~~ Short-Term License from the Board and shall indicate the ~~designated~~ requested portion of ~~the Town Way~~ public property on the application. A hearing before the Board shall be required of all applicants.

Application for a Special One-Day Short-Term License ~~in the Town Way on public property~~ shall be made no less than x-number of days before the event.

Applicants applying for a Special One-Day Short-Term License ~~in the Town Way on public property~~ shall pay a \$xxx.xx fee to the Town of Amherst. This fee is not refundable once the application has been put on the agenda for a meeting of the Board.

### Section 6: Review Procedure

Applicants for a Special One-Day Short-Term License for Alcohol Service ~~in a Town Way on public property~~ shall provide to the Board a description of their hours of alcohol service. A description of the food available when alcohol is served must also be provided (as per Alcohol Food Service Regulations adopted 9/23/19).

In addition to the requirements for the Special One-day Short-Term License to be granted by the Board under M.G.L. c.138, an applicant for Public special event with alcohol service consumption ~~in the Town Way on public property~~ must provide the Board prior to the hearing:

- 1) Application for reservation of a Town Way.
- 2) A Management Plan detailing the area of alcohol service and how the applicant will verify the age of patrons consuming alcohol and monitor patrons for safety and compliance with these regulations.
- 3) A permit from the Police Chief, and proof that required police detail has been paid for in full.
- 4) Indemnification Form – required for any event on Town property.
- 5) Copy of alcohol service TIPS certification. ~~(e.g. TIPS) for all servers.~~
- 6) If All Alcohol Permit sought, proof of nonprofit status is required (501(c) (3) or equivalent).
- 7) Proof of liquor liability insurance covering the date of the event. When alcohol is served or sold, an insurance rider in the amount of \$1,000,000 per occurrence with a \$1,000,000 aggregate is required. Be aware that such coverage usually required a thirty-day lead time. The Town of Amherst must be listed as additionally insured in the insurance policy covering the event.

~~8) Any All other permits required for related to the special event (food handling, food sales, and sanitation facilities.~~

~~9) Live, entertainment license, if required, and any permits for erecting tents or temporary staging, etc.)~~

~~10) Plan for trash and recycling pickup.~~

The Board or Town officials may, at their discretion, require additional information from applicants to determine the suitability of the applicant and the applicant's plan to manage alcohol service.

The Board reserves the right to review and approve/disapprove each application on a case-by-case basis and to disallow any activity that it may deem as inappropriate, or which may affect the safety of the inhabitants of the Town.

Review will happen at a regular Public Meeting of the Board of License Commissioners. A majority of Board members present shall rule.

## Section 7: Operational Regulations

### Section 7.00 General Regulations

1)

1) Alcoholic beverages may only be consumed between the hours of x:xx and x:xx.

2) Required facilities for the special event must be set up no later than x:xx hours before the event, and broken down no later than x:xx afterwards.

3) Special Events on public property may only occur at those locations listed on Schedule A. The Board may also choose to entertain applications for Special Events at locations not listed on Schedule A.

2)4) Patrons consuming alcohol must remain within the designated alcohol-service area. Patrons may not leave the designated area with open containers of alcoholic beverages in violation of the Amherst Open Container Bylaw. Any unfinished open containers must be disposed of by staff immediately.

3)5) The Licensee is responsible for training employees in the correct procedures with respect to this policy.

4)6) Any wait staff or bus staff in the alcohol service designated area must be 18 years of age or older.

5)7) The licensee must allow inspection by members of the Amherst Police Department or other agents of the Board of License Commissioners during the event.

6)8) The licensee must post a copy of the Special ~~One-Day~~Short-Term License as well as a copy of these regulations in a prominent place in the designated alcohol service area.

7)9) The manager listed on the Special ~~One-Day~~Short-Term License must be trained and certified in alcohol service best practices from TIPS ~~or similar training program.~~

8)10) The staff and management at the event will not encourage or allow patrons to rapidly consume any alcoholic beverages to avoid disposing of the beverages.

9)–

11) BYOB is not permitted on public property.

### Section 7.01 Age Verification

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It shall be the responsibility of the applicant to ensure each patron consuming alcoholic beverages on premises is 21 years of age or older. The age of each patron consuming alcoholic beverages shall be verified by employees of the applicant before those patrons enter the designated alcohol-service area, and the applicant shall provide some means of identifying patrons in the service area who have passed age verification (e.g. hand stamp or bracelet). ~~The age of each attendee must also be verified each time alcohol service is provided. The applicant shall provide some means of identifying patrons who have passed age verification (e.g. hand stamp or bracelet).~~

#### **Section 7.02 Revocation of License for Public Safety**

The Amherst Police Chief, for reasons of public safety, may immediately revoke the Special One-Day License at an event.

#### **Section 8: Enforcement**

The provisions of this regulation may be enforced by any available means in law or equity...

#### **Section 9: Validity**

These regulations shall take effect upon their approval by the Board of License Commissioners.

#### **Section 10: Severability**

If any section, paragraph, subdivision, clause, or provision of these regulations shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause, or provision so adjudged and the remainder of these regulations shall be deemed valid and in effect.

# Amherst Board of License Commissioners – Project Overview/Tracking

**Project:** *Recreational (Adult Use) Marijuana License*    **Leader:** *Doug Slaughter*

**Justification/Scope/Principles:** Currently no license exists and there is no Public process other than the zoning-related Special Permit, to vet potential businesses before they enter into Host Community Agreement negotiations with the Town Manager. Additionally, the board could review compliance with the requirements of the Host Community Agreement as a component of the license renewal.

**Desired Outcome:** Final, approved regulations by 12/2020; to be approved by Town Council on x date, regulations must be submitted by 12/2020.

**Contact/Reference Information:** Town Manager, State Laws and regulations can be found here: <https://www.mass.gov/info-details/massachusetts-law-about-marijuana>

**Status:**

Next Steps	Follow-up
<i>Gather relevant documentation on Adult Use marijuana laws and the existing licensing process.</i>	
<i>Propose process workflows for initial licensing and renewal.</i>	

**Notes:**

**Conclusion:**

# Amherst Board of License Commissioners

## War Veterans' Organization Regulations

Adopted by the Board of License Commissioners on August XX, 2019.

### Section 1: Purpose

The purpose of these regulations is to provide for a means of allowing war veterans organizations to offer alcoholic beverages to their members and guests in a manner that is compliant with Chapter 138 of the General Laws of the Commonwealth, promotes the responsible use of alcohol by adults, ensure that war veterans' organizations operate as bona fide membership organizations, and protects the health and safety of the inhabitants of the Town of Amherst.

### Section 2: Authority

These regulations are adopted under authority of Massachusetts General Laws c.138 and Amherst Home Rule Charter §6.3.

### Section 3: Definitions

As used throughout these regulations, the terms contained within M.G.L. c. 138 and M.G.L. c. 140 will have the meaning as defined by statute. In addition, and to the extent not inconsistent with M.G.L. c.138 and c.140, the following terms will have the following meanings:

**“Alcoholic Beverages”** – all liquids intended for human consumption as a beverage which contain one half of one percent or more of alcohol by volume at sixty degrees Fahrenheit, including malt beverages;

**“Board”** – the Amherst Board of License Commissioners, acting as the Local Licensing Authority for Amherst.

**“Guest”** – Any person visiting the premises of a War Veterans' Organization who is not made a member of a War Veterans' Organization for at least six months, has not paid an annual membership fee, and is not recorded in the War Veterans Organization log of members.

**“Member”** – a person who has been a member of War Veterans' Organization post or chapter under its established procedures for over six months and pays annual War Veterans' Organization dues (if assessed).

**“Member Representative”** – the Member- designated to represent the Club and welcome non-Members as guests whenever the Club is open to guests.

**“War Veterans' Organization”** – an organization or chapter of an organization incorporated by the United States Congress, the members of which are war veterans and which owns, hires, or leases a building, or space in a building, for the use or accommodation of a post.

**“War Veteran’s Club License”** – a license issued to a non-profit corporation or association for the on-premises sale and consumption of alcohol (whether all-alcohol or wine and malt beverages only) held by a War Veterans’ Organization under M.G.L. c. 138, §12. (As provided by M.G.L. c. 138, §12, a War Veterans’ Club License held by a War Veterans’ Organization will not count toward the Amherst quota for alcohol licenses.)

## **Section 4: Applicability**

### **Section 4.00 Relationship with General Alcohol License Procedures**

All holders of War Veterans’ Club Licenses must comply with all other procedures instituted by the Board for holders of on-premise licenses, unless specifically exempted by the Board.

### **Section 4.01 Eligibility**

War Veteran Club Licenses will only be available to War Veterans’ Organizations.

### **Section 4.02 Unlicensed Establishments**

Establishments operated by a War Veterans’ Organization that do not hold a license allowing them to sell alcohol for on-premises consumption, such as through M.G.L. c. 138, §12, or M.G.L. c. 138, §14, may not sell alcohol to members or guests, permit members or guests to consume alcohol on the premises, or to bring alcohol into the establishment to consume on the premises. Violations of this section will be enforced by any available means in law or equity, including but not limited to M.G.L. c.138, 204 CMR, and non-criminal disposition pursuant to M.G.L. c.40 §21D.

### **Section 4.03 Nondiscrimination**

War Veterans’ Organizations may not receive a War Veterans’ Club License if they make any distinction, discrimination, or restriction on account of race, color, religious creed, national origin, gender, sexual orientation, physical or mental disability, or ancestry relative to the admission or treatment of any member or guest.

## **Section 5: Applications and Renewals**

### **Section 5.01 Application Timing**

Applicants for a War Veterans’ Club License may apply through the normal channels for a new license in Amherst.

### **Section 5.02 Application Requirements**

In addition to the requirements for any on-premises license to be granted by the Board for any other license under M.G.L. c. 138, §12, War Veterans’ Organization must provide to the Board

- 1) a list of charter members' names and addresses.
- 2) a statement and procedure guaranteeing that no officer, agent, or employee of the War Veterans' Organization is paid, or directly or indirectly receives in the form of salary or other compensation, any profits from the disposition or sale of alcoholic beverages beyond the amount of such salary as may be fixed or voted annually within two months after January first in each year, and as shall in the judgment of the Board be reasonable and proper compensation for the services of such member, officer, agent, or employee.
- 3) A copy of the proposed menu, floor plan, and seating plan.

### **Section 5.03 Renewal Requirements**

Within three months of the renewal of a license, a holder of a War Veterans' Club License will file a list of the names and residences of its officers, together with the amount of salary or compensation received by each employee engaged in the handling or selling of alcoholic beverages.

## **Section 6: Operational Regulations for War Veterans' Club License Holders**

### **Section 6.00 General Regulations**

- 1) Alcoholic beverages may only be sold and consumed on the licensed premises only between \_\_\_\_ and \_\_\_\_, although War Veterans' Club License holders may serve for shorter durations if desired.
- 2) Members must produce membership cards to enter the premises.
- 3) Only Members and employees of the War Veterans' Organization may be granted admittance to the premises, except if they are sponsored by a Member or the Member Representative and registered as a Guest under the procedure in the following section.
- 4) Each War Veterans' Organization holding a War Veterans' Club License shall keep available on the premises a current list of War Veterans' Organization members. If there are classifications of membership, then each member's name shall be followed by the membership status of that member.
- 5) War Veterans' Organization members may not be charged any fee for entrance into the Establishment on any particular occasion, unless written notice has been sent to each War Veterans' Organization member at least one week prior to the particular occasion informing the membership that there will be an entrance charge for the particular occasion.
- 6) All holders of a War Veterans' Club License shall stop serving alcohol at least thirty (30) minutes before closing time.
- 7) All holders of a War Veterans' Club License must post their operating hours on at least a monthly basis and notify the Board no less than one month before any change to said hours.

- 8) All holders of a War Veterans' Club License must also hold a Common Victualler license.
- 9) Only employees who have received TIPS certification or equivalent training may serve alcohol.
- 10) No alcoholic beverage will be allowed to be removed from the premises, except that a Member or Guest may leave the premises with a re-corked bottle of wine that has been prepared by the premises in accordance with ABCC regulations.
- 11) Members and Guests are not permitted to bring alcoholic beverages to the War Veterans' Club License premises for their own consumption.
- 12) War Veterans' Club License holders may not advertise their sale of alcoholic beverages to non-Members via any channel, including social media.

### **Section 6.01 Guests**

Each Guest must present valid identification sign a Guest Register immediately upon entering the War Veterans' Organization in which they will record the date, their name. The Club Representative or Member sponsoring the Guest must similarly provide their name and signature next to the Guest's entry in the Guest Register. The Guest Register must be available for inspection by the Board or its agents for at least one year after the final entry in the register.

When the Member sponsoring the Guest departs, the Guest must depart simultaneously unless first signed in by the Club Representative or other Member.

### **Section 6.02 Private Events**

The premises, or part of the premises, of the War Veteran's Organization may be rented to a Member or a Guest sponsored by a Member for a private party. At least one Member must be present during the entire posted time of the private party. The holder of the War Veterans' Club License shall inform the Board and the Chief of Police of the time of the private party no later than seven days before the event. Each Guest's name must be added to the Guest Register and countersigned by a Member, indicating that it is a private party. Once the posted time of the rental has expired, Guests must depart the premises.

## **Section 7: Enforcement**

The provisions of this regulation may be enforced by any available means in law or equity, including but not limited to M.G.L. c.138, 204 CMR, and non-criminal disposition pursuant to M.G.L. c.40 §21D. When enforced through non-criminal disposition, the penalties shall be not less than \$100.00 per each violation, with each calendar day constituting a separate violation.

Any designee violating any provision of these regulations or any of the conditions will be subject to a civil penalty of \$100.00 for the 1st offense, \$200.00 for the 2nd

offense within a 12-month period, and \$300.00 for the 3rd and subsequent offenses within a 12-month period.

The Board, in its discretion, may suspend and/or revoke the War Veterans' Club License of an establishment after one or several violations of these regulations.

### **Section 8: Validity**

These regulations shall take effect upon their approval by the Board of License Commissioners and shall supersede all previous regulations dealing with War Veterans' Club Licenses.

### **Section 9: Severability**

If any section, paragraph, subdivision, clause, or provision of these regulations shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause, or provision so adjudged and the remainder of these regulations shall be deemed valid and in effect.

# Memo

**To:** Amherst Board of License Commissioners

**From:** Douglas Slaughter

**Date:** 9/23/2020

**Re:** Public Comment Policy

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The former Amherst Select Board adopted a policy relative to Public Comment in order to make it clear to the public their respect and need for Public input. Additionally, they wanted to clarify expectations relative to the process and protocols of Public Comment. The following is from the Select Board Handbook:

- *This is the public's opportunity to share any information or concern they wish to bring to the Select Board's attention, and the Select Board does not deliberate on or discuss these issues. If the Select Board believes an issue raised during public comment warrants the body's consideration, it should be scheduled on a subsequent agenda. This is both helpful for keeping order, and more importantly, for maintaining compliance with Open Meeting Law: others may wish to participate in such a discussion, but don't have the ability to do so unless it is announced on an agenda.*
- *Members of the public will occasionally offer comment in the form of questions. Because answering questions can easily shift into deliberation and discussion by the Board, this should be avoided. Offering to have someone follow up with the person to answer certain technical or procedural questions can be a helpful way to redirect this.*

To promote clarity with regard to Public Comment I recommend that we adopt a Public Comment policy and add the following statement to our published agenda, "Public Comment will be limited to 3 minutes and an individual's time will not be transferrable to another. For topics not on this agenda Comments will be allowed only during the Public Comment period denoted on the agenda. These guidelines may be modified at the discretion of the Chair."