



Town of Reading Meeting Posting with Agenda

RECEIVED
TOWN CLERK
READING, MASS.

Board - Committee - Commission - Council:

Board of Selectmen

2013 OCT 31 P 12:39

Date: 2013-11-05

Time: 7:00 PM

Building: Reading Town Hall

Location: Selectmen Meeting Room

Address: 16 Lowell Street

Purpose: General Business

Meeting Called By: Paula Schena on behalf of James Bonazoli

Notices and agendas are to be posted 48 hours in advance of the meetings excluding Saturdays, Sundays and Legal Holidays. Please keep in mind the Town Clerk's hours of operation and make necessary arrangements to be sure your posting is made in an adequate amount of time. A listing of topics that the chair reasonably anticipates will be discussed at the meeting must be on the agenda.

All Meeting Postings must be submitted in typed format; handwritten notices will not be accepted.

Topics of Discussion:

OFFICE HOUR - Marsie West

6:30

1) Reports and Comments

- a. Selectmen's Liaison Reports and Comments
- b. Public Comment
- c. Town Manager's/Assistant Town Manager's Report

2) Open Session for topics not reasonably anticipated 48 hours in advance of the meeting

3) Proclamations/Certificates of Appreciation

- a. Certificate of Recognition – Eloise Shannon

4) Personnel & Appointments

- a. Ad Hoc Zoning Advisory Committee 7:20
- b. Appoint Town Counsel 7:25

5) Discussion/Action Items

- a. Hearing – Wine Bunker Liquor License Transfer, Change of Location and Restrictions – Liquor Junction 7:30
- b. Consideration of Class 2 Motor Vehicle Licenses 7:45
- c. Tax Classification Preview 8:00
- d. Extend Regional Assessing Agreement with Wakefield
- e. Remote Participation for Boards, Committees and Commissions 8:15
- f. Review Final Drainage Studies and Longer-term Future of the Storm Water Enterprise Fund 8:30
- g. Mailbox/Snow Plow Policy 8:50
- h. Discuss Water and Sewer Enterprise Funds 9:00
 - Delay rate change to December bills
 - Split water/sewer rates by usage
 - Process to exclude debt onto tax rate



Town of Reading Meeting Posting with Agenda

- Second Meter for irrigation
 - Water relief from Beacon Hill
- 6) **Approval of Minutes**
 - 7) **Licenses, Permits and Approvals**
 - 8) **Executive Session**
 - 9) **Correspondence**
 - a. Invitation to Veteran's Day Ceremony

DRAFT - BOARD OF SELECTMEN			
2013	AGENDAS		2013
<i>10/31/2013</i>		Presentation	Estimated Start time
	November 5, 2013		
Office Hour	Marsie West		6:30
Certificate	Eloise Shannon		
Appointment	Ad Hoc Zoning Advisory Committee		7:20
	Appoint Town Counsel	LeLacheur	7:25
HEARING	Wine Bunker liquor license transfer, change of location and restrictions	LeLacheur	7:30
	Consideration of Class 2 MV license	LeLacheur	7:45
	Tax Classification preview	joint mtg BOA	8:00
	Extend Regional Assessing agreement with Wakefield	LeLacheur	
	Discuss Remote Participation for Boards, Committees and Commissions	LeLacheur	8:15
	Review Final Drainage studies & longer-term future of the Storm Water Ent Fund	Zambouras & CONSCOM	8:30
	Mailbox/snow plow policy	Zager	8:50
	Discuss Water & Sewer Enterprise Funds		9:00
	delay rate change to December bills		
	split water/sewer rates by usage		
	process to exlude debt onto tax rate		
	second meter for irrigation		
	water relief from Beacon Hill		
	November 12, 2013 - Subsequent Town Meeting (Tues)	no meetings	7:30
	November 14, 2013 - Subsequent Town Meeting (Thurs)	no meetings	7:30
	November 18, 2013 - Subsequent Town Meeting (Mon tentative)	no meetings	7:30
	November 26, 2013		
	Update on Johnson Woods project	LeLacheur	7:20
	Approve amendment to regulatory agreement for Johnson Woods (affordable housing)	LeLacheur	7:35

	RCASA overview	McNamara	7:45
	Approve Liquor Licenses	LeLacheur	8:15
HEARING	Tax Classification	joint mtg BOA	8:30
	December 10, 2013		
Office Hour	Marsie West		6:30
	Field naming request	Feudo	7:30
	Birch Meadow Master Plan	Feudo	7:45
	Dog Park opportunity	Feudo	8:15
	Strout Avenue Master Plan (complete after Town Forest planning work is done)	Feudo	8:30
	Review BOS/TM Goals	LeLacheur	9:00
	December 17, 2013		
	Approve Other Licenses	LeLacheur	7:30
	Approve early openings/24 hour openings	LeLacheur	
	Technology Update		8:00
	Website; Document Storage; Permits & Lic.; Assessing; new Customer Service App		
	Town Manager Performance Evaluation		9:00
Future Agendas			
	Regionalization of other functions	LeLacheur	
	MWRA (Feb 2014)	LeLacheur	
	Policy on Trust Fund Commissioners	Heffernan	
	Lyme Disease mitigation strategy	Clay	
Recurring Items			
	Town Accountant Report	Jan-Apr-Jul-Oct	Qtrly
	Review BOS/TM Goals	Mar-July-Dec	Tri-ann
	Review Customer Service survey results	Jan & July	Semi-ann
	RCTV members Report	Apr & Oct	Semi-ann
	CAB (RMLD) member Report	Apr & Oct	Semi-ann
	MAPC member Report	Apr & Oct	Semi-ann
	Review Regionalization efforts	Jun & Dec	Semi-ann
	Reading Housing Authority Report	March	Annual
	Reading Ice Arena Report	October	Annual
	Appointments of BCCs	June	Annual
	Approve Classification & Compensation	June	Annual
	Tax Classification Hearing	Oct/Nov	Annual
	Approve licenses	December	Annual
	Appoint Town Counsel	December	Annual

DRAFT - BOARD OF SELECTMEN			
2014	AGENDAS		2014
<i>10/30/2013</i>		Staff Responsibility	Estimated Start time
	January 14, 2014		
Office Hour	Ben Tafoya		6:30
	Town Accountant Report	Angstrom	7:30
	Review Customer Service survey results	LeLacheur	7:45
	FY15 Town Budget	LeLacheur	8:00
	January 21, 2014		
	FY15 Town Budget	LeLacheur	8:00
	January 29, 2014 - Financial Forum		
	February 11, 2014		
Office Hour	John Arena		6:30
	MWRA update		
	Review BOS/TM Goals	LeLacheur	8:00
	February 25, 2014		
	March 4, 2014		
Office Hour	James Bonazoli		6:30
HEARING	Close Annual Town Meeting Warrant		8:00
	March 18, 2014		
informational	Library "Big Read" Event	Urell	
	Appoint Town Accountant		
	April 1, 2014		
Office Hour	Dan Ensminger		6:30
	April 8, 2014 Local Elections	no meetings	
	April 15, 2014		
	Reports		7:30
	Town Accountant Report	Angstrom	
	MAPC member Report		
	CAB (RMLD) member Report		
	RCTV members Report		

Reading Bi-Weekly Update October 31, 2013

Do you ever ask yourself...
“Who approved that?”



Note: image provided for effect, not a real house in Reading!

To find out more about the mysteries and bylaws of local planning come to the
November 20th Public Forum on Zoning!

WHO: Town staff, volunteers, and a planning consultant who have begun updating the Reading Zoning Bylaws.

WHAT: Public Input is needed!

WHEN: Wednesday, November 20 ~ 7:30 to 9:30 PM

WHERE: Pleasant Street Center (Senior Center)
49 Pleasant Street, Reading, MA

WHY: Because this is your chance to shape your community and help the Town address the land use regulations through zoning! Come on down... it's more fun than you think... and very interesting! Light refreshments will be served!

HOW: Be the first to participate at a meeting using our new technology!

- Electronic voting using “Turning Point” to give your input.
- You can cast your votes using a hand-held interactive device.
- No one knows your answer.
- Be a participant and not just a spectator!

Background: In 1942 the Town of Reading adopted the Zoning Bylaw to regulate land uses. Town Meeting has adopted numerous updates since then. The Town has begun a comprehensive update of the Reading Zoning Bylaw to simplify and streamline as well as clarify these regulations. Public input is needed to guide this process and provide much needed feedback.

For more information go to www.readingma.gov

Questions: If you have any questions about all the activity going on around town... just ask and we will find you the answer!

To subscribe to this Bi-Weekly Update: Send an email request to mknight@ci.reading.ma.us requesting that you be added to the Bi-Weekly Update.



Certificate of Recognition

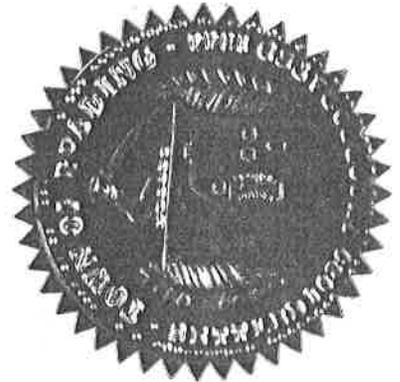
This Certificate is hereby awarded to

Eloise Shannon

From the Town of Reading, the Board of Selectmen, and the Council on Aging
in recognition and celebration of her 100th Birthday.

Happy Birthday!

Given this month of November 20, 2013 by the Reading Board of Selectmen



RECEIVED
TOWN CLERK
READING, MASS.

APPLICATION FOR APPOINTMENT TO BOARDS/COMMITTEES/COMMISSIONS 2013 OCT 22 P 2:58

Name: Calvo-Bacci Erin Kathleen Date: 10/17/13
(Last) (First) (Middle)

Address: 494 Main Street Tel. (Home) 781-9440730
Tel. (Work) 617-797-3546
(Is this number listed?)

Occupation: Owner Bacci Chocolate Design # of years in Reading: 3

Are you a registered voter in Reading? yes e-mail address: erin@thechocolatetruffle.com

Place a number next to your preferred position(s) (up to four choices) with #1 being your first priority.
(Attach a resume if available.)

- | | |
|---|--|
| <input type="checkbox"/> Animal Control Appeals Committee | <input type="checkbox"/> Fall Street Faire Committee |
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Finance Committee |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Board of Cemetery Trustees | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Human Relations Advisory Committee |
| <input type="checkbox"/> Board of Registrars | <input type="checkbox"/> MBTA Advisory Committee |
| <input type="checkbox"/> Bylaw Committee | <input type="checkbox"/> Metropolitan Area Planning Council |
| <input type="checkbox"/> Celebration Committee | <input type="checkbox"/> Mystic Valley Elder Services |
| <input type="checkbox"/> Cities for Climate Protection | <input type="checkbox"/> Recreation Committee |
| <input type="checkbox"/> Commissioner of Trust Funds | <input type="checkbox"/> RMLD Citizens Advisory Board |
| <input type="checkbox"/> Community Planning & Development Comm. | <input type="checkbox"/> Town Forest Committee |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Trails Committee |
| <input type="checkbox"/> Constable | <input type="checkbox"/> West Street Historic District Commission |
| <input type="checkbox"/> Contributory Retirement Board | <input checked="" type="checkbox"/> Other <u>be - l - pd - pejoh - Bewjt psz Dpn n juf</u> |
| <input type="checkbox"/> Council on Aging | <u>AD HOC Zoning Committee</u> |
| <input type="checkbox"/> Cultural Council | |
| <input type="checkbox"/> Custodian of Soldiers' & Sailors' Graves | |
| <input type="checkbox"/> Economic Development Committee | |

Please outline relevant experience for the position(s) sought:
B t b cvt jof t t px of sboe n f n cf spgu f Sf bejoh Opsu Sf bejoh Di bn cf spgDpn n f sdf

boe b n f n cf spgu f Sf ubjnBt t pdjbujo pgNbt t bdi vt f ut - Jbn jof sf t f e jo vpmouf f sjoh
boe x jmf bcrh up csjoh up u f t bcrh dsf ejcrh jot jhi uboe f yqf sjf odf /

*As a business owner and member of the Reading North
Reading Chamber of Commerce and Retail Association of
Mt, I will bring credible experience to the group.*

ya

LEGAL NOTICE



TOWN OF READING

**To the Inhabitants of the
Town of Reading:**

Please take notice that the Board of Selectmen of the Town of Reading will hold a public hearing on November 5, 2013 at 7:30 p.m. In the Selectmen's Meeting Room, 16 Lowell Street, Reading, Massachusetts on the transfer of Package Store Liquor License from CWI, LTD d/b/a The Wine Bunker to Kajal and Kevin LLC d/b/a Liquor Junction at a new location within the same plaza at 1 General Way.

A copy of the proposed document regarding this topic is available in the Town Manager's office, 16 Lowell Street, Reading, MA, M-W-Thurs from 7:30 a.m. - 5:30 p.m., Tues from 7:30 a.m. - 7:00 p.m. and is attached to the hearing notice on the website at www.readingma.gov

All Interested parties are invited to attend the hearing, or may submit their comments in writing or by email prior to 6:00 p.m. on November 5, 2013 to town-manager@ci.reading.ma.us

**By order of
Robert W. LeLacheur
Town Manager**

10/24

Sal



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

Print Form

2013 OCT 24 AM 8:06

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

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

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- Alteration of Licensed Premises
- Change Corporate Name
- Change of License Type
- Change of Location
- Change of Manager
- Other
- Cordials/Liqueurs Permit
- Issuance of Stock
- Management/Operating Agreement
- More than (3) §15
- New License
- New Officer/Director
- New Stockholder
- Pledge of Stock
- Pledge of License
- Seasonal to Annual
- Transfer of License
- Transfer of Stock
- Wine & Malt to All Alcohol
- 6-Day to 7-Day License

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

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
 P. O. BOX 3396
 BOSTON, MA 02241-3396**

502



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

PETITION FOR TRANSFER OF OWNERSHIP, TRANSFER OF STOCK, NEW OFFICER(S),
 DIRECTOR(S), STOCKHOLDER(S) AND LLC MANAGER(S)

101600034

ABCC License Number

Reading

City/Town

The licensee A. CWI LTP and the proposed transferee B. KAJAL and KEVIN LLC respectfully petition the Licensing Authorities to approve the following transfer of ownership. Any Corporation, LLC or Association, Partnership, Individual, Sole Proprietor Listed in box (A.) must submit a certificate of good standing from the Massachusetts Department of Revenue (DOR).

Is the PRESENT licensee a Corporation/LLC listed in box (A.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

Name	Title	Address	Stock or % Owned
Brett Barclift	President	5710 Stearns Hill Road, Arlington, MA 02451	25%
Peter J. Donovan	Shareholder	35 Longmeadow Road, Arlington, MA 02474	65%
James Danahy	Shareholder	16 Alcott Street, Apt 1, Allston, MA 02134	10%

Is the PROPOSED transferee a Corporation/LLC listed in box (B.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes No

TO: (Place an * before the name of each DIRECTOR/LLC Manager.)

Name	Title	Address	Stock or % Owned
*Jasmin Patel	Manager and Member	34 Jackman Ridge Rd, Windham, NH 03087	100
*Gitaben Patel	Manager	27 Christopher Dr, Methuen, MA 01844	0
*Virendra Patel	Manager	27 Christopher Dr, Methuen, MA 01844	0

The above named proposed transferee hereby joins in this petition for transfer of said license.

SIGNATURE OF LAST-APPROVED LICENSEE:

(If a Corporation/LLC, by its authorized representative)

Date Signed 10/23/13

SIGNATURE OF PROPOSED TRANSFEREE:

503

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Reading

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual)

B. Business Name (if different) : C. Manager of Record:

D. ABCC License Number (for existing licenses only) :

E. Address of Licensed Premises: City/Town: State: Zip:

F. Business Phone: G. Cell Phone:

H. Email: I. Website:

J. Mailing address (If different from E.): City/Town: State: Zip:

2. TRANSACTION:

- New License New Officer/Director Transfer of Stock Issuance of Stock Pledge of Stock
- Transfer of License New Stockholder Management/Operating Agreement Pledge of License

The following transactions must be processed as new licenses:

- Seasonal to Annual (6) Day to (7)-Day License Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

- \$12 Restaurant \$12 Hotel \$12 Club \$12 Veterans Club
- \$12 General On-Premises \$12 Tavern (No Sundays) \$15 Package Store

4. LICENSE CATEGORY:

- All Alcoholic Beverages Wine & Malt Beverages Only Wine or Malt Only
- Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- Annual Seasonal

5a4

6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME: Matthew Fogelman
ADDRESS: 100 Wells Avenue
CITY/TOWN: Newton STATE: MA ZIP CODE: 02459
CONTACT PHONE NUMBER: (617) 559-1530 FAX NUMBER: (617) 505-1540
EMAIL: mjf@fogelmanlawfirm.com

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises to be licensed. Please note that this must be identical to the description on the Form 43.

- This will be a 7200 sqft premise with roughly 6700sqft of retail space.
- There will be roughly 500sqft of storage on back of the store.
- This premise will be all on ground floor, there is no basement or second floor.
- There will be one entrance of the store from and one exit door will be at the rear end of the store.
- There will 27 door display and beer cave for premium beers.

Total Square Footage: 7200 Number of Entrances: 1 Number of Exits: 2
Occupancy Number: 30 Seating Capacity: 0

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

8. OCCUPANCY OF PREMISES:

By what right does the applicant have possession and/or legal occupancy of the premises? Final Lease

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises. Other:

Landlord is a(n): Trust Other:

Name: Danis Reading Realty Trust Phone: (978) 568-0345

Address: 1 General Way City/Town: Reading State: MA Zip: 01867

Initial Lease Term: Beginning Date 11/30/2013 Ending Date 11/01/2018

Renewal Term: Options/Extensions at: 5 Years Each

Rent: \$151,200.00 Per Year Rent: \$12,600.00 Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?
Yes No

IMPORTANT ATTACHMENTS(4):

1. If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest with the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application.
2. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.
3. If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

SAS

9. LICENSE STRUCTURE:

The Applicant is a(n):

LLC

Other :

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization:

05/31/2013

State of Incorporation/Organization: MA

Is the Corporation publicly traded? Yes No

10. INTERESTS IN THIS LICENSE:

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license (e.g. landlord with a percentage rent based on alcohol sales).

IMPORTANT ATTACHMENTS (5):

A. All individuals or entities listed below are required to complete a Personal Information Form.

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form.

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Jasmin Patel	Member and Manager	100%	
Gitaben Patel	Manager	0%	Salary
Virendra Patel	Manager	0%	Salary

*If additional space is needed, please use last page.

11. EXISTING INTEREST IN OTHER LICENSES:

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list said interest below:

Name	License Type	Licensee Name & Address
Jasmin Patel	§15 Package Store	Kajal LLC DBA Quickstop 123 Nashua Rd #25, Londonderry, NH
	Please Select	

*If additional space is needed, please use last page.

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license 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 said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes No If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes No
2. Are you a Massachusetts Residents? Yes No

B.) For Corporation(s) and LLC(s) :

1. Are all Directors/LLC Managers U.S. Citizens? Yes No
2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes No
3. Is the License Manager or Principal Representative a U.S. Citizen?

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes No

B.) For Corporation(s) and LLC(s) :

1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes No
2. Is the License Manager or Principal Representative a U.S. Citizen? Yes No

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:	\$0.00
B. Purchase Price for Business Assets:	\$260,000.00
C. Costs of Renovations/Construction:	\$125,000.00
D. Initial Start-Up Costs:	\$25,000.00
E. Purchase Price for Inventory:	\$150,000.00
F. Other: (Specify)	
G: TOTAL COST	\$560,000.00
H. TOTAL CASH	\$280,000.00
I. TOTAL AMOUNT FINANCED	\$325,000.00

IMPORTANT ATTACHMENTS (6): Submit any and all records, documents and affidavits including loan agreements that explain the source(s) of money for this transaction. Sources of cash must include a minimum of three (3) months of bank statements.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):

Jasmin Patel (LLC Member) will provide \$280,000 funds in which \$245,000 will be personal funds, \$42,000 line of credit on primary residence.
 Manish Patel will provide total of \$175,000 as loan to the business.
 Wasco Capital LLC will provide \$150,000 funding for fixtures, lighting and cooler.

*If additional space is needed, please use last page.

18. LIST EACH LENDER AND LOAN AMOUNT(S) FROM WHICH "TOTAL AMOUNT FINANCED" NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:

Name	Dollar Amount	Type of Financing
Wasco Capital	\$150,000.00	Equipment and Fixtures Leasing
Manish Patel	\$175,000.00	Personal Loan

*If additional space is needed, please use last page.

B. Does any individual or entity listed in §19 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes No

If yes, please describe:

19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)

A.) Is the applicant seeking approval to pledge the license? Yes No

1. If yes, to whom:

2. Amount of Loan:

3. Interest Rate:

4. Length of Note:

5. Terms of Loan :

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock? Yes No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory? Yes No

If yes, to whom:

IMPORTANT ATTACHMENTS (7): If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

20. CONSTRUCTION OF PREMISES:

Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises: Yes No

Landlord is providing a new space when purchase of business has been completed in same plaza. The plan and location of space has been provided in lease attachment.
This premise is going to be constructed on ground floor with no basement and second floor. There will be two exit and one entrance door to the premise.
There will be atleast two windows in the front of store right behind the counter. There will be all new wine, liquor and been racks. Moreover, there will be 27 door display and beer cave cooler. There will be two doors dedicated to cold wines and rest will be dedicated to premium beers.

21. ANTICIPATED OPENING DATE: Feb 28, 2014

IF ALL OF THE INFORMATION AND
ATTACHMENTS ARE NOT COMPLETE
THE APPLICATION WILL BE
RETURNED

5a9

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

PETITION FOR CHANGE OF LICENSE

101600034

ABCC License Number

Reading

City/Town

The licensee Kajal and Kevin LLC respectfully petitions the Licensing Authorities to approve the following transactions:

- Change of Manager Alteration of Premises Change of Corporate Name/DBA
 Pledge of License/Stock Cordial & Liqueurs Change of Location
 Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

Change of Manager Last-Approved Manager:

Requested New Manager:

Pledge of License /Stock Loan Principal Amount: \$ Interest Rate:

Payment Term: Lender:

Change of Corporate Name/DBA Last-Approved Corporate Name/DBA:

Requested New Corporate Name/DBA:

Change of License Type Last-Approved License Type:

Requested New License Type:

Alteration of Premises: (must fill out attached financial information form)

Description of Alteration:

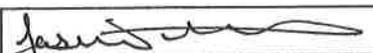
Description of Premises:

Change of Location: (must fill out attached financial information form)

Last-Approved Location:

Requested New Location:

Signature of Licensee



(If a Corporation/LLC, by its authorized representative)

Date Signed

Said

AFFIDAVIT OF NOTICE OF MAILING TO ABUTTER AND OTHERS

To the Licensing Board

For the

Date

I, hereby certify that the following is a true list of the persons shown upon the Assessor's most recent valuation list as the owners of the property abutting the proposed location for an alcoholic beverages license at:

And that the following schools, churches or hospitals are located within the radius of five hundred (500) feet from said proposed location:

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

If there are none, please so state:

I also certify that the notice of this application/petition concerning an alcoholic beverages license was given to the above by mailing to each of them within three (3) days after publication of same, a copy of the advertisement is attached below. Also attached are the registered receipts./return registered receipts bearing signatures of persons receiving said notice.

Signed and subscribed to under the penalties of perjuries:

Printed: _____

Written: _____

Date:

Notary Public: _____

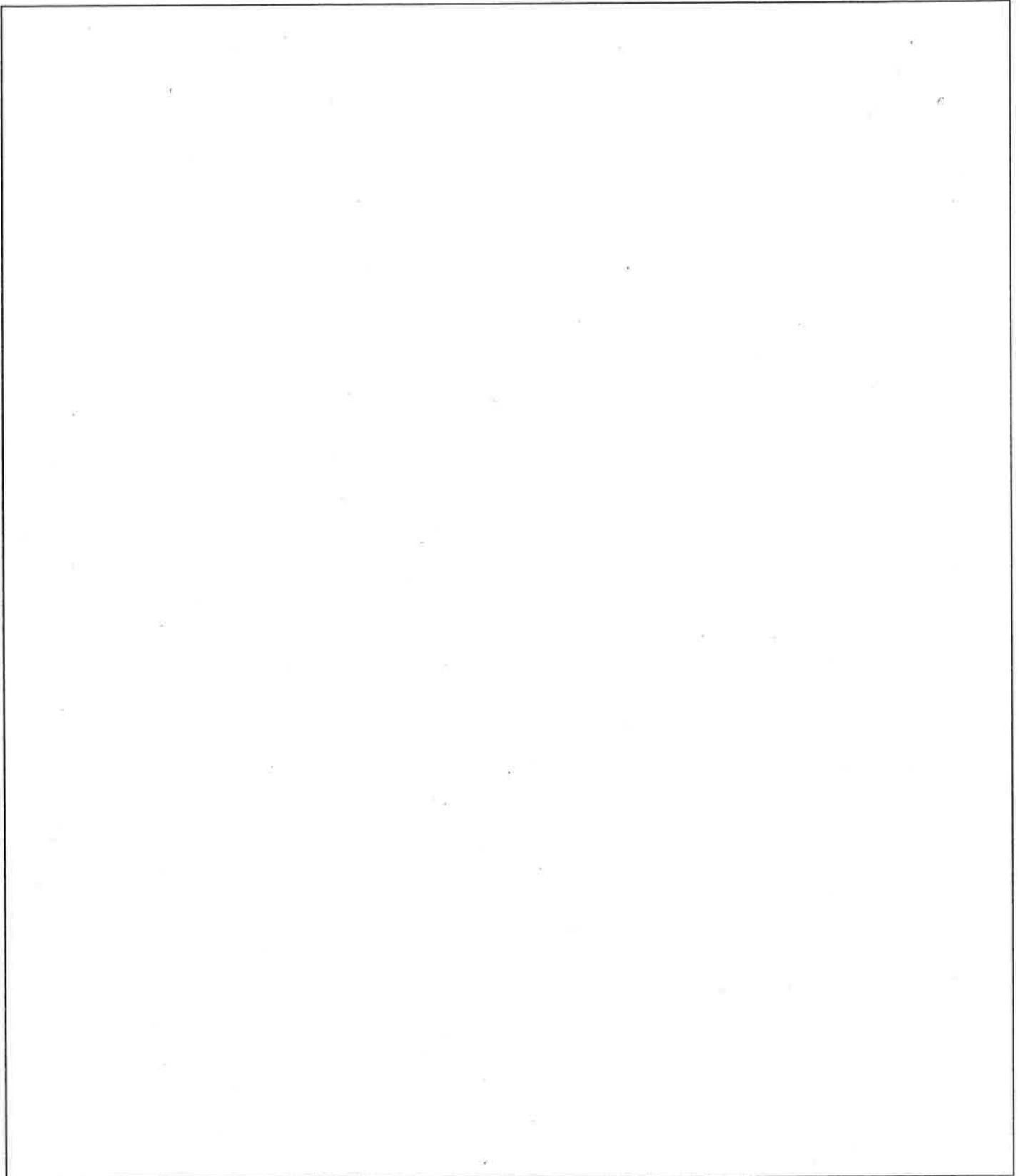
My Commission Expires: _____

Please Attach Advertisement and Receipts

5011

Additional Space

Please note which question you are using this space for.



5a12

Financial Information:

14: Costs Associated with License

- 1. Real Property: \$
- 2. Business Purchase: \$
- 3. Renovations/Construction: \$
- 4. Start up/Operating Capital: \$
- 5. Inventory: \$
- 6. Goodwill: \$
- 7. Furniture: \$
- 8. TOTAL COST: \$
- 9. TOTAL CASH: \$
- 10. TOTAL FINANCED: \$

The amounts in items 9 and 10 must total the amount reflected in item 8. **IMPORTANT:** Submit any and all records, documents and affidavits including loan agreements that explain the sources of money for this transaction.

APPLICANT'S STATEMENT

I, Jasmin Patel the sole proprietor; partner; corporate principal; LLC/LLP member
of Kajal and Kevin LLC, hereby submit this application for Liquor Junction (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 statement 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 does not violate any requirement of the
ABCC or other state law or local ordinances;
- (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
Application information 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.

Signature: Jasmin Patel

Date: 10/23/13

Title: President

Sail4



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
 www.mass.gov/abcc

MANAGER APPLICATION

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Business Name (dba):

Address:

City/Town: State: Zip Code:

ABCC License Number: (If existing licensee) Phone Number of Premise:

2. MANAGER INFORMATION:

A. Name: B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises:

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes No B. Date of Naturalization: C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as U.S. Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes No

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes No

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes No

If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

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

Signature

Date

5015



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee	Kajal and Kevin LLC	B. Business Name (dba)	Liquor Junction
C. Address	27 Christopher Dr	D. ABCC License Number (If existing licensee)	101600034
E. City/Town	Methuen	State	MA Zip Code 01844
F. Phone Number of Premise	(603) 265-0879	G. EIN of License	

2. PERSONAL INFORMATION:

A. Individual Name	Jasmin Patel	B. Home Phone Number	(603) 265-0879
C. Address	34 Jackman Ridge Rd		
D. City/Town	Windham	State	NH Zip Code 03087
E. Social Security Number		F. Date of Birth	
G. Place of Employment	MetroPCS		

3. BACKGROUND INFORMATION:

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

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

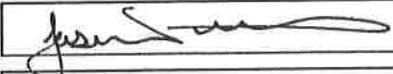
4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

I am a member of an LLC with 100% ownership and providing direct funding of \$280,000. I am also one of managers of LLC.

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.
 *If additional space is needed, please use the last page

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

Signature  Date

Title (If Corporation/LLC Representative)

5016



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee	Kajal and Kevin LLC	B. Business Name (dba)	Liquor Junction
C. Address	27 Christopher Dr	D. ABCC License Number (If existing licensee)	101600034
E. City/Town	Methuen	State	MA
		Zip Code	01844
F. Phone Number of Premise	(603) 265-0879	G. EIN of License	

2. PERSONAL INFORMATION:

A. Individual Name	Gitaben Patel	B. Home Phone Number	(978) 394-6218
C. Address	27 Christopher Dr		
D. City/Town	Methuen	State	MA
		Zip Code	01844
E. Social Security Number		F. Date of Birth	
G. Place of Employment	NA		

3. BACKGROUND INFORMATION:

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

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

I am one of the managers of the LLC and will be paid salary for management of the store. I am not providing any funds for the business.

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.

*If additional space is needed, please use the last page

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

Signature G. V. P. Date 10/22/13

Title LLC Manager (If Corporation/LLC Representative)

Sa17



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee	Kajal and Kevin LLC	B. Business Name (dba)	Liquor Junction
C. Address	27 Christopher Dr	D. ABCC License Number (If existing licensee)	101600034
E. City/Town	Methuen	State	MA
F. Phone Number of Premise	(603) 265-0879	Zip Code	01844
		G. EIN of License	

2. PERSONAL INFORMATION:

A. Individual Name	Virendra Patel	B. Home Phone Number	(978) 394-6218
C. Address	27 Christopher Dr		
D. City/Town	Methuen	State	MA
E. Social Security Number		Zip Code	01844
F. Date of Birth			
G. Place of Employment	NA		

3. BACKGROUND INFORMATION:

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

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

I am one of the managers of the LLC and will be paid salary for management of the store. I am not providing any funds for the business.

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.
 *If additional space is needed, please use the last page

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

Signature Patel Virendra M. Date 10/22/13

Title LLC Manager (If Corporation/LLC Representative)

5018

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

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

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA:

NO FEE

IF USED EPAY, CONFIRMATION NUMBER:

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY):

LICENSEE NAME:

ADDRESS:

CITY/TOWN:

STATE

ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- Change of Hours
- Change of DBA
- Charity Wine License

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396

5a19

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

PETITION FOR CHANGE OF LICENSE

101600034

ABCC License Number

Reading

City/Town

The licensee Kajal and Kevin LLC respectfully petitions the Licensing Authorities to approve the following transactions:

- | | |
|---|--|
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Premises |
| <input type="checkbox"/> Pledge of License/Stock | <input type="checkbox"/> Cordial & Liqueurs |
| <input type="checkbox"/> Change of Corporate Name | <input type="checkbox"/> Change of Location |
| <input checked="" type="checkbox"/> Change of DBA | <input type="checkbox"/> Change of License Type (\$12 ONLY, e.g. "club" to "restaurant") |

Change of Manager

Last-Approved Manager:

Requested New Manager:

Pledge of License /Stock

Loan Principal Amount: \$

Interest Rate:

Payment Term:

Lender:

Change of Corporate Name/DBA

Last-Approved Corporate Name/DBA:

Wine Bunker

Requested New Corporate Name/DBA:

Liquor Junction

Change of License Type

Last-Approved License Type:

Requested New License Type:

Alteration of Premises: (must fill out attached financial information form)

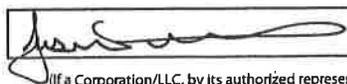
Description of Alteration:

Change of Location: (must fill out attached financial information form)

Last-Approved Location:

Requested New Location:

Signature of Licensee


(If a Corporation/LLC, by its authorized representative)

Date Signed

10/23/13

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Change of DBA Checklist

This application will be returned if the following documentation is not submitted:

- Petition for Change of License
- Business Certificate
- Vote of Corporate Board or LLC

Note: No fee is required for this transaction as ABCC approval is not necessary



Town of Reading

BUSINESS CERTIFICATE

Certificate #: 2013/102

Original Issue: **September 10, 2013**

Type: **New**

Renew:

Expiration: **September 10, 2017**

In conformity with the provisions of Massachusetts General Laws, Ch 110 Sec 5, as amended, the undersigned hereby declares that a business is conducted under the title of:

**Liquor Junction
One General Way
Reading, MA 01867**

Said business is conducted by the following named person(s). If a corporation, include the title of each corporate officer signing the certificate.

Name	Address
Jasmin Patel	34 Jackman Ridge Road Windham, NH 03087


Jasmin Patel

Type of Business: **Liquor Store**

Appeared before me the above named person(s) and acknowledged the foregoing to be a true and accurate account, given under the pains and penalties of perjury this 10th day of September 2013.



Laura A. Gemme, Town Clerk

In accordance with the provisions of Massachusetts Laws the business certificate shall be in effect for a period of 4 years from the date of issue and shall be renewable by the applicant every four years thereafter. In the event of discontinuance, withdrawal of partner, retirement, or amendment of the certificate in any manner it shall be necessary to file with the Town Clerk such change, under oath. Such change shall be recorded with and become part of the original filing. Copies of the Business Certificate shall be available at the address of the business and shall be furnished to any person(s), making purchases of goods or services upon request. This is not a license to do business. Necessary licenses and permits must be obtained at the Town Manager's Office or Board of Health.

5022

Kajal and Kevin LLC
27 Christopher Dr
Methuen MA 01844

October 23, 2013

I, Jasmin Patel, the president of Kajal and Kevin LLC , hereby authorize the LLC to apply for a **liquor license transfer**(package store) for Wine Bunker, located at 1 General Way, Reading MA 01867. I, Jasmin Patel, also hereby authorize the LLC to file for a **change of DBA** to the new name, Liquor Junction. I, Jasmin Patel, hereby also authorize the LLC to petition for a change of location for the package store, within the same plaza located at 1 General Way, Reading, MA 01867.

Jasmin Patel

A handwritten signature in black ink, appearing to read 'Jasmin Patel', with a long, sweeping horizontal stroke at the end.

Signed under the pains and penalties of perjury

5023

LLC Operating Agreement

This is a Limited Liability Company Operating Agreement (the "Agreement") made on October 22, 2013. The Members in this agreement are as follows:

Jasmin Patel

The Members to this Agreement agree to the following:

Name:

This Limited Liability Company will be known as KAJAL and KEVIN LLC (the "LLC" or "Company").

The LLC:

- a) The Members have formed a Limited Liability Company.
- b) The terms and conditions of their LLC will be outlined in this Agreement.
- c) If the Agreement is executed, the LLC Operating Agreement will be in effect on June 19, 2013.
- d) The LLC will only be terminated as outlined in this Agreement.
- e) The LLC's primary place of business will be 27 Christopher Dr, Methuen, Massachusetts, 01844.
- f) The LLC will be governed under the laws of the state of Massachusetts.
- g) The LLC's primary purpose is Liquor Store.

Registered Office and Agent:

The Company's registered office shall be located at 27 Christopher Dr, Methuen, Massachusetts, 01844. The Company's Managers may, in accordance with the voting authority established above, change the principal office, registered office, or registered agent of the Company, or establish additional agents, offices or places of business of the Company from time to time.

Contributions:

The Members will make an initial contribution to the LLC as follows:

Jasmin Patel : \$280,000.00 in Cash

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Contributions will be submitted no later than November 30, 2013. All capital contributions are final unless all Members give written consent of withdrawal. All contributions will be deposited into a joint capital account.

Interest:

The Members' ownership interest in the LLC will be as follows:
Jasmin Patel : 100%

Costs:

The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

Profits & Losses:

- a) The Members will share the net profits and losses of the LLC according to the following percentages:
Jasmin Patel : 100%
- b) The Members' profit allocation will be accounted by Jasmin Patel according to the above percentages after the costs of the LLC have been paid or calculated according to the above cost percentages.
- c) Profit allocations will be distributed 1 times per year.
- d) Each member must receive 100% of their profit allocation each year from the LLC, although percentages greater than the above listed may be distributed according to a member vote.
- e) The members are allowed to withdraw from their profit allocation at any time.
- f) All members will receive enough funds from the LLC to cover their income taxes for total profit allocation by the LLC.

Members and Managers:

- a) The liability of the Members is limited according to the Limited Liability statutes for the state of Massachusetts.
- b) No Member shall be an agent of any other Member by reason of being a Member of the Company.
- c) All Members of the LLC, by majority vote of Member interest, will maintain 3 Manager(s) to be reelected every 5 years. All Members will vote in each election.

Sa25

- d) Members that are not elected as Managers shall not have any control or vote in the operation of the Company's affairs and shall have no power to bind the Company.
- e) The Managers' voting authority will be defined by the following unless otherwise stated in the Agreement: All decisions for contract or otherwise will be made based on a majority vote of percent of ownership. Each Manager will have the authority based on their percent ownership outlined above in the Agreement.

Proxies:

At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Filing of Notices:

The Managers of the Company shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the state of Massachusetts, the Members of the Company, and any other appropriate state or federal authorities or agencies. The Managers may delegate this responsibility to a single Manager in accordance with the voting authority established above.

Liability of Members and Managers:

All debts, obligations and liabilities of the LLC, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the LLC, and no Member shall be obligated personally for any such debt, obligation or liability of the LLC solely by reason of being a Member. However, each Member remains personally liable for payment of his, her or its Capital Contribution as set forth in the Act or as otherwise provided in this Agreement. This section does not prevent an LLC Member, should they so choose, from separately agreeing to guaranty or otherwise become liable for a debt which is also of the LLC.

Indemnification:

The Company will indemnify the Members, Managers, and agents for all costs, losses, liabilities and damages paid or accrued by the Member, Manager or agent in connection with the Company's business, to the fullest extent provided or allowed by the laws of Massachusetts.

Accounting:

- a) All accounts related to the LLC, including contribution and distribution accounts will be audited upon a majority vote of the Members.
- b) All Members will maintain a joint contribution account. All Members will maintain a joint distribution account. Members will keep accurate and complete books of account for all accounts related to the LLC. Any Member, whether majority or minority, will be allowed to review all books of account at any time they request.
- c) Accounting records will be kept on an accrual basis.
- d) All financial records including tax returns and financial statements will be held at the LLC's primary business address and will be accessible to all members.
- e) The fiscal year will be complete on the last day of December of each year. All Members will present their position on the state of the LLC within two weeks of the completion of each fiscal year.
- f) The following Members will be able to sign checks from any joint Member account:

Jasmin Patel

New Members:

The LLC will amend this agreement to include new Members upon the written and unanimous vote of all Members.

The name of the LLC may be amended if a new Member is added to the LLC upon the written and unanimous vote of all Members.

Withdrawal or Death:

The Members hereby reserve the right to withdraw from the LLC at any time. Should a Member withdraw from the LLC because of choice or death, the remaining Members will have the option to buy out the remaining shares of the LLC. Should the Members agree to buy out the shares, the shares will be bought in equal amounts by all Members. The Members agree to hire an outside firm to assess the value of the remaining shares. The Members will have 120 days to decide if they want to buy the remaining shares together and disperse them equally. If all Members do not agree to buy the shares, individual Members will then have the right to buy the shares individually. If more than one Member requests to buy the remaining shares, the shares will be split equally among those Members wishing to purchase the shares. If all Members agree by unanimous vote, the LLC may choose to allow a non-Member to buy the shares thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 120 days, the LLC will be dissolved.

The name of the LLC may be amended upon the written and unanimous vote of all Members if a Member is successfully bought out.

Powers of Legal Representative:

If a Member who is an individual dies or a court of competent jurisdiction adjudges the Member to be incompetent to manage his or her person or property, the Member's personal representative, administrator, guardian, conservator, trustee or other legal representative shall have all of the rights of an assignee of the Member's interest. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

Dissolution:

Should the LLC be dissolved by unanimous vote or otherwise, the LLC will be liquidated, and the debts will be paid. All remaining funds after debts have been paid will be distributed based on the percentage of ownership interest outlined in this Agreement. An assignment or sale of a Member's interest in the Company does not result in the dissolution of the Company. For the avoidance of doubt, the granting of a lien on any amount of Member interest is not deemed to be an assignment.

Liquidation:

Upon dissolution of the Company, the Managers or one of their members that they select shall liquidate the Company's assets and shall do so as promptly as is consistent with obtaining fair value for them, and shall apply and distribute the assets of the Company as follows:

- a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors of the Company other than the Members;
- b) Second, to the payment and discharge of all of the Company's debt and liabilities to creditors of the Company that are Members;
- c) Third, to the Members in accordance with their capital accounts, after giving effect to all contributions, distributions and allocation for all periods.

Amendments:

- a) Amendments may be made hereto upon the unanimous and written consent of all Members.
- b) Amendments must be expressly written and have the original signatures of all Members.

5028

Settling Disputes:

All Members agree to enter into mediation before filing suit against any other Member or the LLC for any dispute arising from this Agreement or LLC. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Massachusetts.

Action Without Meeting:

Any action required or permitted to be taken by the Managers at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Managers.

No State Law Partnership:

The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member or Manager be a partner or joint venturer of any other Member or Manager, for any purposes other than federal and state tax purposes, and this Operating Agreement may not be construed to suggest otherwise.

Choice of Law and Severability:

This Agreement shall be construed in accordance with the internal law of the state of Massachusetts. If any provision of this Agreement shall be contrary to the internal laws of the state of Massachusetts or any other applicable law, at the present time or in the future, such provision shall be deemed null and void, but this shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to be in compliance with applicable law and this Agreement shall then be construed in such a way as will best serve the intention of the parties at the time of the execution of this Agreement.

Entire Agreement:

This Agreement constitutes the entire agreement among the Members regarding the terms and operations of the Company, except for any amendments to this Agreement adopted in accordance with the terms herein. This Agreement supersedes all prior and contemporaneous agreements, statements, understandings, and representations of the parties regarding the terms and operation of the Company, except as provided in the preceding sentence.

All Members signed hereto agree to the above stated Agreement.

Signed this 23 day of Oct, 2013

Signature:


Jasmin Patel

5029

Kajal and Kevin LLC
27 Christopher Dr
Methuen MA 01844

October 23, 2013

I, Jasmin Patel, the president of Kajal and Kevin LLC , hereby authorize the LLC to apply for a **liquor license transfer**(package store) for Wine Bunker, located at 1 General Way, Reading MA 01867. I, Jasmin Patel, also hereby authorize the LLC to file for a **change of DBA** to the new name, Liquor Junction. I, Jasmin Patel, hereby also authorize the LLC to petition for a change of location for the package store, within the same plaza located at 1 General Way, Reading, MA 01867.

Jasmin Patel



Signed under the pains and penalties of perjury

5a30



MASSACHUSETTS DEPT. OF REVENUE
 PO BOX 7066
 BOSTON, MA 02204



AMY A. PITTER, COMMISSIONER
 ROBERT P. O'NEILL, BUREAU CHIEF



CWI LTD
 16A CUMMINGS PARK
 WOBURN MA 01801-2105

243C

Notice 80619
 T/P ID 453 076 835
 Date 09/03/13
 Bureau CERTIFICATE

OP

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

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

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

This Certificate does not certify that the entity's standing as to taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law. Taxpayers required to collect or remit the following taxes must submit a separate request to certify compliance: Alcoholic Beverage Excise, Cigarette Excise, International Fuels Tax Agreement, Smokeless Tobacco or Ferry Embarkation.

THIS IS NOT A WAIVER OF LIEN ISSUED UNDER GENERAL LAWS, CHAPTER 62C, SECTION 52.

Very truly yours,

Robert O'Neill, Bureau Chief

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT is made this 18th day of July, 2013, by and among KAJAL AND KEVIN LLC, a Massachusetts limited liability company with its principal place of business at 27 Christopher Drive, Methuen, Massachusetts 01844 (the "Buyer"); CW I, LTD., a Massachusetts corporation with its principal place of business at 16A Cummings Park, Woburn, Massachusetts 01801 (the "Seller"), BRETT BARCLIFT, of 5710 Stearns Hill Road, Waltham, Massachusetts 02451 ("Barclift"), PETER J. DONOVAN, of 35 Longmeadow Road, Arlington, Massachusetts 02474 ("Donovan") and JAMES DANAHY, of 16 Alcott Street, Apt. 1, Allston, Massachusetts 02134 ("Danahy", and collectively with Donovan and Barclift, the "Shareholders" and each individually a "Shareholder").

WHEREAS, the Seller operates a specialty wine shop d/b/a "The Wine Bunker" in Reading, Massachusetts (the "Business"); and

WHEREAS, the Buyer desires to purchase and the Seller desires to sell and transfer to the Buyer the Business and substantially all of the assets owned or used by the Seller in the Business, upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the parties agree as follows:

ARTICLE I.
PURCHASE AND SALE OF ASSETS

1.1. **Purchase of Assets.** Subject to the terms, provisions and conditions set forth in this Agreement, the Seller agrees to sell, assign, transfer and convey to the Buyer, and the Buyer agrees to purchase, acquire and accept from the Seller, free and clear of all Encumbrances (as defined in Section 3.1(b)) all the Seller's right, title and interest in and to all of the assets (other than the Excluded Assets) that are owned by the Seller and used or useful in the conduct of the Business (the "Purchased Assets"), including, without limitation, the following assets and properties:

(a) Certain, if any, of Seller's merchandise inventory as it may exist on the Closing Date, to be determined by the Buyer at least two (2) Business Days prior to the Closing Date ("Purchased Inventory"). "Business Day" shall mean any Monday through Friday, except for federal and Massachusetts state holidays.;

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(b) All of Seller's trade fixtures, machinery, equipment, furniture and supplies as set forth on Schedule 1.1(b);

(c) All intellectual property used in the Business, including Seller's ownership of the name "The Wine Bunker";

(d) All business files, correspondence, documents, lists, studies and reports, including sales, advertising, promotional and marketing information and materials, customer lists and customer data, distributor information and lists, supplier information and lists, and equipment repair, maintenance, service and quality control records, whether written, electronically stored or otherwise recorded and, in each case, related directly or indirectly to the Purchased Assets or the Business (the "**Books and Records**");

(e) All goodwill associated with the Business;

(f) All telephone, fax and pager numbers and email addresses assigned to the Seller or used by the Business; and

(g) the Liquor License (as defined below).

1.2. Excluded Assets. The Seller shall retain all of the right, title and interest in and to all of the assets listed below (collectively, the "**Excluded Assets**");

(a) All minute books, stock records and corporate records of the Seller;

(b) All accounts receivable as of the Closing Date ("**Accounts Receivable**");

(c) All cash and cash equivalents;

(d) All rights to refunds from customers, suppliers and other parties, and all prepaid expenses and deposits, in each case, as related to the Business as of the Closing Date;

(e) Any inventory not purchased by the Buyer;

(f) Any return, declaration, report, claim or refund, or information return or statement (including any form, schedule or attachment thereto and any amendment or supplement thereof) relating to any federal, state, local; foreign, income or any other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not;

(g) Leases for Napa Technology WineStations, which leases shall be terminated or expire prior to Closing;

(h) All contracts of the Seller; and

(i) All insurance policies insuring the lives of any of the Seller's employees, officers or directors as of the date of this Agreement.

1.3. No Assumption of Liabilities. Buyer is not assuming any liabilities of the Seller including any liabilities that may arise with respect to Seller's employees unless this Agreement

contains specific provisions whereby Buyer assumes Seller's liabilities.

ARTICLE II. PURCHASE PRICE AND PAYMENT AT CLOSING

2.1. Consideration and Purchase Price of Purchased Assets.

(a) In consideration of the transfer of the Purchased Assets, in accordance with and subject to the terms and conditions hereof, the Buyer shall pay to the Seller the amount of Two Hundred and Sixty Thousand and 00/100 Dollars (\$260,000.00), *plus* the value of the Purchased Inventory, which value shall be equal to the price the Seller paid for the Purchased Inventory (the "**Purchase Price**").

2.2. Payment at Closing. Subject to the terms and conditions hereof, at the Closing, the Buyer shall pay by bank or certified check, the Purchase Price as follows:

(a) Buyer shall establish an escrow account (the "**Escrow Account**") with George A. Perry, Esq. (the "**Escrow Agent**") and shall deposit \$10,000 (the "**Escrow Amount**") in such Escrow Account at Closing. The Escrow Amount shall be disbursed in accordance with Escrow Agreement by and among the Seller, the Buyer and the Escrow Agent substantially in the form attached hereto as Exhibit A.

(b) At the Closing, the Payoff Amount (as defined in Section 4.2(g)) shall be paid to Leader Bank, N.A. (the "**Bank**").

(c) At the Closing, broker's fees of \$20,800 shall be paid to Squizzero & Associates, LLC (the "**Broker**").

(d) The Buyer shall pay the remainder of the Purchase Price to the Seller on behalf of itself and the Shareholders subject to the following: At the closing Seller shall deliver to Buyer a list of any remaining accounts payable of the Business, and all such accounts, including amounts due to Danis Reading Realty Trust shall be deducted from Seller's closing proceeds and paid.

(e) No less than three (3) Business Days before the Closing, the Seller shall provide the Buyer with a closing certificate specifying the proposed amount of each component of the Purchase Price identified in this Section 2.2 prepared in good faith, and prior to closing, Buyer and Seller shall agree on the allocation of the Purchase Price as required by the Internal Revenue Service.

2.3. Deposit.

(a) The Buyer, the Seller and the Shareholders acknowledge that the Buyer previously delivered \$5,000 (the "**Initial Deposit**") to the Broker to demonstrate the Buyer's commitment to the transactions contemplated by this Agreement (the "**Transactions**").

(b) On or before the third (3rd) Business Day following the execution and delivery of this Agreement, the Buyer shall deliver, or cause to be delivered, to the Broker an

additional sum of \$11,000 (such amount, together with the Initial Deposit and all interest and other income earned thereon, the “Deposit”), which amount shall be held and disbursed by the Broker to the Seller at the Closing pursuant to the terms and conditions of this Agreement. The Seller and the Shareholder acknowledge that the Deposit shall be returned to the Buyer by the Broker if the Closing does not occur.

2.4. Allocation of Purchase Price. The Purchase Price shall be allocated among the assets comprising the Purchased Assets as set forth in Bill of Sale to be delivered at the Closing. Buyer and Seller agree that any such allocation is consistent with the requirements of Code §1060 and to complete and file Internal Revenue Service Form 8594, or a successor form, and any amendments thereto, as and when required by applicable law.

ARTICLE III. REPRESENTATIONS AND WARRANTIES; COVENANTS

3.1. Representations and Warranties of the Seller and the Shareholders. Each of the Seller and the Shareholder represent and warrant to Buyer:

(a) Organization and Authority. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. Buyer has full corporate power and authority to execute and deliver this Agreement and each other Transaction Document to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery by Seller of each Transaction Document to which Seller is a party and the performance by Seller of the Transactions have been duly approved by all requisite corporate action of Seller. Upon the execution and delivery by Seller of each Transaction Document to which the Seller is a party, such Transaction Document shall constitute the valid and legally binding obligation of Seller, enforceable against Seller in accordance with the terms of such Transaction Document, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors’ rights generally.

(b) Title to Assets. The Seller has good and marketable title to all of the Purchased Assets to be sold and transferred by the Seller to the Buyer hereunder, and, except for the security interest in the Purchased Assets by the Bank, which security interest will be released at Closing pursuant to the payment to the Bank of the Payoff Amount pursuant to Section 4.2(g), all such assets are free of any mortgages, pledges, liens, restrictions, security interests and encumbrances (“**Encumbrances**”). The Seller is the sole owner of all the Purchased Assets used in the operation of the Business and neither any Shareholder nor any other person, firm or corporation have any interest or rights in respect of the Purchased Assets.

(c) Authority. The Seller and the Shareholders have full power to sell and transfer the Purchased Assets to the Buyer pursuant to the terms of this Agreement.

(d) No Conflict. Neither the execution and delivery of this Agreement nor the performance of the transactions contemplated hereby shall, directly or indirectly, with or without notice or lapse of time: (i) violate any law to which the Seller or the Shareholders or any Purchased Asset is subject; (ii) violate the Certificate of Incorporation or Bylaws of the Seller; (iii) violate, conflict with, result in a breach of, constitute a default under, result in the

acceleration of or give any person the right to accelerate the maturity or performance of, or to cancel, terminate, modify or exercise any remedy under, any Purchased Contracts or any contract to which a Purchased Asset is subject; (iv) result in the imposition of any Encumbrance upon any Purchased Asset or (v) conflict with or result in a breach or violation of any of the terms of any agreement, instrument, judgment, order or decree to which Seller or the Shareholders are a party or by which Seller or the Shareholders are bound or constitute a default thereunder.

(e) Labor. There are no employment or union contracts or agreements between Seller and any of its employees.

(f) Authorization. The execution and delivery of this Agreement by Seller, and the performance by Seller of the transactions contemplated herein, have been duly authorized by the Board of Directors and the Shareholders and will be binding upon Seller and the Shareholders in accordance with its terms.

(g) Taxes. The Seller has duly prepared and filed all required federal and state income, Social Security, withholding, sales and unemployment tax returns, and all taxes in respect of said returns have been paid and to the knowledge of either the Seller or the Shareholders, no federal, state or other lien has been filed or threatened in writing against or in respect of the Purchased Assets.

(h) Litigation. Except as set forth on Schedule 3.1(i), there is no proceeding pending, or the knowledge of the Seller or the Shareholders, threatened in writing or anticipated against either the Seller or the Shareholders related to or affecting the Purchased Assets or the Business. Except as set forth on Schedule 3.1(i), neither the Seller nor the Shareholders are aware of any basis for any such proceeding.

(i) Compliance with Laws; Permits. The Seller is in material compliance with all local, state and federal laws, rules and regulations. All permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from governmental authority ("**Permits**") required for Seller to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets have been obtained by Seller and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit.

(j) Environmental Matters.

(i) Compliance and Permits. To Seller's and Shareholders' actual knowledge, Seller is and has been in material compliance with all applicable laws relating to the environment, health or safety, including any law relating to the presence, use, production, generation, handling, management, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any material, substance or waste limited or regulated by any governmental body (collectively, "**Environmental Laws**") and, to the knowledge of the Seller and the Shareholders, there are no circumstances that may prevent or interfere with substantial compliance in the future.

Compliance includes possession of, and compliance with, all required permits and other governmental authorizations. The Seller is not party to any consent decree, consent order, or other agreement under any Environmental Law.

(ii) *Notices.* Seller has not received any written communication, whether from a governmental body, citizens group, employee, or otherwise, that alleges (1) that Seller is not or was not in substantial compliance with an Environmental Law, or (2) that Seller is or was potentially responsible for any investigation or cleanup of hazardous substances at the location of its principal place of business or any adjacent property.

(iii) *Liability.* With respect to the Purchased Assets, to Seller's and Shareholders' knowledge, there is no: (1) environmental liability existing, pending, or threatened in writing, or (2) event, circumstance or condition that could form the basis for any environmental liability, including, but not limited to, the release, discharge or disposal of a hazardous substance at any location or site. Seller has not received any written notice that alleges that Seller's Business located at its principal place of business as currently conducted constitutes a nuisance, and no claim of nuisance has been made with respect to the Business by any adjoining landowner or other party.

(k) *Premises.* The Seller has not been informed in writing by any governmental authority of any contemplated demand or taking with respect to the use of the Business premises.

(l) Condition of Assets. The Purchased Assets are in good condition and are adequate for the uses to which they are being put, and none of such Purchased Assets are in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost.

3.2. Representations and Warranties of the Buyer. The Buyer hereby represents and warrants to the Seller as follows:

(a) Organization and Authority. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. Buyer has full limited liability company power and authority to execute and deliver this Agreement and each other Transaction Document to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery by Buyer of each Transaction Document to which Buyer is a party and the performance by Buyer of the Transactions have been duly approved by all requisite limited liability company action of Buyer. Upon the execution and delivery by Buyer of each Transaction Document to which Buyer is a party, such Transaction Document shall constitute the valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with the terms of such Transaction Document, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally.

(b) No Conflicts. Neither the execution and delivery of this Agreement nor the performance of the Transactions shall, directly or indirectly, with or without notice or lapse

of time: (i) violate any law to which Buyer is subject; (ii) violate any the Certificate of Formation or Operating Agreement of Buyer; or (iii) violate, conflict with, result in a breach of, constitute a default under, result in the acceleration of or give any Person the right to accelerate the maturity or performance of, or to cancel, terminate, modify or exercise any remedy under, any Contract to which Buyer is a party or by which Buyer is bound or the performance of which is guaranteed by Buyer. Buyer is not required to notify, make any filing with, or obtain any consent of any Person in order to perform the Transactions.

(c) Litigation or Court Orders. There is no outstanding order, judgment, injunction, award or decree of any court, governmental or regulatory body or arbitration tribunal against the Buyer and there is no action, suit, claim, arbitration, investigation or other legal proceeding actually filed and served on the Buyer enjoining or prohibiting or seeking to enjoin or prohibit the transactions contemplated hereby, or which would impair the Buyer's ability to consummate the transactions contemplated hereby.

3.3. Covenants.

(a) Conduct of Business. Between the date of this Agreement and the Closing Date, the Seller shall maintain its inventory at normal historical business levels and the Seller shall conduct its business only in the ordinary course. The Seller shall use reasonable best efforts to preserve the goodwill of the business and its customers. Seller shall not remove, sell, transfer, lease or assign any of its assets, except merchandise inventory in the ordinary course of business, without the prior written consent of the Buyer. Notwithstanding the foregoing, the Seller shall not be obligated to purchase any additional inventory and Barclift shall no longer be actively involved with the operation of the Business on July 31, 2013 and shall have no obligations under this Section 3.3(a) after July 31, 2013.

(b) Liquor License. As promptly as practicable after the execution and delivery of this Agreement, the Buyer and the Seller shall take whatever actions are necessary or appropriate in order to prepare, file or diligently pursue all authorizations, consents, licenses and approvals required in connection with the approval for the Buyer to obtain a package store license from the Massachusetts Alcoholic Beverages Control Commission (the "Liquor License"). The Seller shall cooperate with the Buyer as necessary in the preparation of this application. The Buyer shall use commercially reasonable efforts to diligently pursue and to obtain the Liquor License as expeditiously as possible.

(c) Lease. As promptly as practicable after the execution and delivery of this Agreement, the Buyer and Donovan shall take whatever actions are necessary or appropriate in order to obtain from the lessor of the premises used by the Business a lease (the "Lease") with conditions acceptable to Buyer regarding the Lease's term, rent and starting date, renovations of Business premises and signage. Donovan shall cooperate with the Buyer as necessary in the attaining the Lease. The Buyer shall use commercially reasonable efforts to diligently pursue and to obtain the Lease as expeditiously as possible.

(d) Transition Services. For a period of up to thirty (30) days following the Closing Date, and for a maximum of ten (10) hours during such thirty (30) day period, each of the Shareholders and Barclift, upon the reasonable request of the Buyer, shall cooperate in good faith to

provide transition services to the Buyer with respect to current business operations, information regarding all vendors of the Business as of the Closing Date, the transition of telephone, electronic mail and other information technology utilized in conduct of the Business, and to provide introductions, as available, to vendors and customers, *provided, however*, that the Shareholders shall not be required to incur any out-of-pocket expense.

(e) Non-Competition Each of the parties acknowledge and agree that this Section 3.3(e) is entered into by the parties in connection with and as a necessary condition to the parties entering into this Agreement and the transactions contemplated hereby.

(i) During the period commencing on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the “**Non-Compete Period**”), neither the Seller nor any Shareholder shall, directly or indirectly, own any interest in, manage, control, consult with, contribute to, render services to, engage in, participate in, assist or otherwise further the interests of any Person that competes, directly or indirectly, with the Business in the Restricted Territory (“**Competitor**”); provided, however, neither Donovan’s ownership and operation of Corporate Wines in Woburn, Massachusetts nor Barclift’s non-ownership, ordinary course employment by a Competitor shall be subject to this Section 3.3(e).

(ii) The “Restricted Territory” means a five (5) mile radius around the location of the Business at 128 Market Place Shopping Center, One General Way, Reading, MA 01867.

(iii) During the Non-Compete Period, the Seller and the Shareholders each agree that they shall not, directly or indirectly contact, approach or solicit for the purpose of offering employment to or hiring (whether any employee, consultant, agent, independent contractor or otherwise) or hire any employee of Buyer.

(iv) The Seller and the Shareholders each acknowledge that the time, scope and other provisions of this Section 3.3(e) have been specifically negotiated by sophisticated parties and agree that (i) all such provisions are reasonable under the circumstances of the transactions contemplated by this Agreement, (ii) all such provisions are given as an integral and essential part of the transactions contemplated by this Agreement and (iii) but for the covenants of the Seller and the Shareholders contained in this Section 3.3(e), Buyer would not have entered into or consummated the transactions contemplated by this Agreement.

(v) It is specifically understood and agreed that any breach of the provisions of this Section 3.3(e) by the Seller or any Shareholder shall result in irreparable injury to Buyer, that the remedy at law alone shall be an inadequate remedy for such breach and that, in addition to any other remedy it may have, Buyer shall be entitled to seek to enforce specific performance of this Section 3.3(e) against the Seller or any Shareholder, as applicable, through both temporary and permanent injunctive relief, but without limitation of its right to damages and any and all other remedies available to it, it being understood that injunctive relief is in addition to, and not in lieu of, such other remedies. Notwithstanding the foregoing, Buyer shall give the Seller and each of the Shareholders at least five (5) Business Days prior written notice describing any breach before commencing any proceeding to enforce specific performance of this Section 3.3(e). In the event that any covenant contained in this Section 3.3(e) shall be determined by a court of competent jurisdiction to be unenforceable by reason of its extending

for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, it shall be interpreted to extend only over the maximum period of time for which it may be enforceable and/or over the maximum geographical areas as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court in such action.

(f) Receivables. From and after the Closing, if Seller receives or collects any funds relating to any Purchased Asset, Seller shall remit such funds to Buyer within five (5) Business Days after its receipt thereof. From and after the Closing, if Buyer receives or collects any funds relating to any Excluded Asset, including Accounts Receivable, Buyer shall remit any such funds to Seller within five (5) Business Days after its receipt thereof. In the event Buyer receives payments from customers who owe payment to both Buyer and Seller, any such payments will be applied first to amounts owed to Buyer.

ARTICLE IV. CLOSING; CONDITIONS TO CLOSING

4.1. Closing. Subject to the terms and conditions of this Agreement, the closing (the "Closing") of the Transactions shall take place on the second (2nd) Business Day after all of the conditions to Closing set forth in Section 4.2 and Section 4.3 are either satisfied or waived (other than conditions that, by their nature, are to be satisfied on the Closing Date) or at such other time, date or place as the Seller and the Buyer may mutually agree upon in writing (the "Closing Date"). The parties shall make a diligent effort to effectuate the Closing by September 30, 2013. The sale, assignment, transfer and conveyance to Buyer of the Purchased Assets and the assumption by the Buyer of the Assumed Liabilities shall be deemed effective as of 12:01 a.m. local time on the Closing Date.

4.2. Conditions to Obligations of the Buyer. The obligations of the Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or the Buyer's waiver, at or prior to the Closing, of each of the following conditions:

- (a) The Seller shall have delivered to the Buyer the Bill of Sale in the form substantially attached hereto as Exhibit B;
- (b) The Seller shall have delivered a duly executed certificate of the Secretary of the Seller, certifying that attached thereto is a true, correct and complete copy of: (i) the organizational documents of the Seller, (ii) written authorization (pursuant to applicable law and Seller's organizational documents) of the performance of the Transactions and the execution and delivery of this Agreement, (iii) a certificate of good standing as of a recent date from the Secretary of the Commonwealth of the Commonwealth of Massachusetts, and (iv) the incumbency and specimen signatures of officers or other authorized persons of the Seller executing this Agreement.
- (c) The Seller shall have delivered the closing certificate specified in Section 2.2(e).
- (d) Donovan shall have paid all amounts due to the Landlord pursuant to the

Donovan Lease and the Landlord shall have provided written confirmation to the Buyer of such payment by Donovan;

(e) The Buyer shall have successfully negotiated the Lease;

(f) The Buyer shall have obtained the Liquor License;

(g) The Seller shall have obtained a payoff letter from the Bank pursuant to which the Bank shall, upon payment in full of the amount stated therein (the "**Payoff Amount**"), file a termination statement of UCC filing number 201191610940, which financing statement was filed with the Massachusetts Secretary of the Commonwealth on November 7, 2011; and

(h) The Seller have shall delivered to the Buyer a Certificate of Good Standing and Waiver of Tax Lien from the Commonwealth of Massachusetts Department of Revenue with respect to the Seller.

4.3. Conditions to Obligations of the Seller. The obligations of the Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or the Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) Buyer shall have delivered a duly executed certificate of the Secretary of the Buyer, certifying that attached thereto is a true, correct and complete copy of: (i) the organizational documents of the Buyer, (ii) written authorization (pursuant to applicable law and Buyer's organizational documents) of the performance of the Transactions and the execution and delivery of this Agreement, (iii) a certificate of good standing as of a recent date from the Secretary of the Commonwealth of the Commonwealth of Massachusetts, and (iv) the incumbency and specimen signatures of officers or other authorized persons of the Seller executing this Agreement; and

(b) the Buyer shall deliver the Purchase Price pursuant to Section 2.2, and shall cause the Broker to deliver the Deposit, to the Seller as set forth in Section 2.3.

ARTICLE V. INDEMNIFICATION

5.1. Survival. The representations and warranties of the Seller and the Shareholders set forth in Sections 3.1(a) (Organization and Authority), 3.1(b) (Title to Assets), 3.1(c) (Authority), 3.1(d) (No Conflict), 3.1(f) (Authorization); 3.1(g) (Taxes); 3.1(j) (Environmental Matters) and the representations and warranties of the Buyer set forth in Sections 3.2(a) (Organization and Authority) and 3.2(b) (No Conflicts) (collectively, the "**Fundamental Representations**") shall survive the Closing until the expiration of any applicable statute of limitations. Other than the Fundamental Representations, the representations and warranties of the parties hereto shall survive the Closing until eighteen (18) months after the Closing Date, *provided, however*, the applicable party shall be liable for any loss, liability expense and/or damage sustained in an action or claim that is commenced, or of which such party is notified in writing of the likelihood of commencement, prior to the date that is eighteen (18) months from the Closing Date even though the final determination of loss is not determined until after that

date. The covenants of the parties set forth in Section 3.3 shall survive the Closing in accordance with their terms.

5.2. Indemnification by the Seller and the Shareholders. The Seller and each Shareholder agree to indemnify and hold Buyer harmless from and against any loss, liability, expense and/or damage sustained in any action commenced or claim made as a result of the failure of Seller to pay and discharge as and when due, any debt (other than any debt assumed by Buyer), tax, obligation or liability of Seller or Shareholders, or resulting from any misrepresentation breach of warranty or non-fulfillment of any obligation on the part of Seller or Shareholders under this Agreement. Seller and Seller's Shareholders Brett Barclift's and James Danahy's maximum aggregate liability with respect to the matters described in this Section 5.2 shall be limited to an amount equal to the 10% of the Purchase Price, and Shareholder Peter J. Donovan's maximum liability with respect to the matters described in this Section 5.2 shall not be limited.

5.3. Indemnification by the Buyer. Buyer agrees to indemnify and hold Seller and each Shareholder harmless against any loss liability and/or damage sustained, including reasonable attorney fees in any action commenced, or levy made by a third party as a result of the failure of the Buyer to pay and discharge as and when due any debt, tax obligation or liability of the Seller assumed by the Buyer hereunder or resulting from any misrepresentations, breach of warranty or non-fulfillment of any obligation or liability of Buyer under this Agreement. Buyer's maximum aggregate liability with respect to the matters described in this Section 5.3 shall be limited to an amount equal to the Deposit.

ARTICLE VI. TERMINATION

6.1. Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of Seller and Buyer;
- (b) by Buyer by written notice to Seller if:

(i) Buyer is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article IV and such breach, inaccuracy or failure cannot be cured by Seller by November 1, 2013 (the "**Drop Dead Date**"); or

(ii) any of the conditions set forth in Section 4.2 shall not have been fulfilled by the Drop Dead Date, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing.

- (c) by Seller by written notice to Buyer if:

(i) Seller is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article IV and such breach, inaccuracy or failure cannot be cured by Buyer by the Drop Dead Date; or

(ii) any of the conditions set forth in Section 4.3 shall not have been fulfilled by the Drop Dead Date, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing or unless Buyer is continuing to make a reasonable effort to negotiate the Lease and obtain the Liquor License and such obligations have not been completed.

6.2. Termination Fee.

(a) If the Seller terminates this Agreement pursuant to Section 6.1(c), the parties agree that the Seller shall have suffered a loss and value to the Business of an incalculable nature and amount, unrecoverable in law, and the Buyer shall pay to the Seller a fee in the amount of the Deposit (the "**Termination Fee**"), it being understood that in no event shall the Buyer be required to pay the Termination Fee on more than one occasion. The Termination Fee shall be payable no later than ten (10) Business Days after such termination.

(b) Notwithstanding anything to the contrary in this Agreement, the Seller's right to receive payment of the Termination Fee pursuant to this Section 6.2, shall be the sole and exclusive remedy of the Seller against the Buyer for any and all losses that may be suffered based upon, resulting from or arising out of the circumstances that give rise to such termination. Upon payment of the Termination Fee, the buyer shall have no further liability or obligation relating to or arising out of this Agreement or the Transactions.

6.3. Effect of Termination. In the event of the termination of this Agreement in accordance with this Article, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

- (a) As set forth in this Article VI and Article VII hereof; and
- (b) That nothing herein shall relieve any party hereto from liability for any intentional breach of any provision hereof.

ARTICLE VII. MISCELLANEOUS

7.1. Expenses. The Seller, each Shareholder and Buyer each shall, whether or not the transactions contemplated by this Agreement are consummated, pay their own respective legal fees and other expenses incurred in connection with the proposed transaction.

7.2. Brokers. Except for Squizzero & Associates, LLC, whose fees of \$20,800 shall be paid by the Seller, each party represents and warrants to the other that there is no broker or finder retained by such party in connection with the transaction contemplated by this

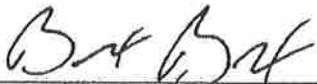
require. In interpreting and enforcing this Agreement, each representation and warranty shall be given independent significance of fact and shall not be deemed superseded or modified by any other such representation or warranty. As used in this Agreement, the phrase "to the knowledge of Seller" or any similar phrase shall mean the actual knowledge and the knowledge that would be expected to be obtained after due inquiry concerning the matter at issue of the Shareholder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Asset Purchase Agreement as of the date first above written.

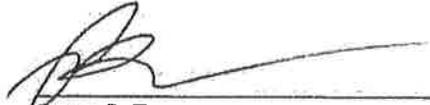
SELLER:

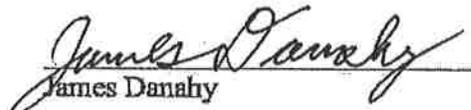
CW I, LTD.

By: 
Brett Barclift, President

SHAREHOLDERS:

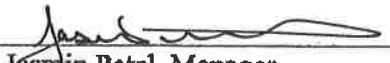

Brett Barclift


Peter J. Donovan


James Danahy

BUYER:

KAJAL AND KEVIN LLC

By: 
Jasmin Patel, Manager


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Schedule 1.1(b)

Fixtures, Machinery, Equipment, Furniture and Supplies

Black Wall Shelving - 14 Sections
Large Wooden Wine Boat - 3
Spiral Wooden Wine Rack - 1
Wooden End Cap Wine Rack - 28
Tall Wooden Wall Rack - 2
Stand Alone Metal Racks - 2
Wine Display Barrels - 2
Wine Display Half Barrels - 3
Wooden Bookcase Beer Display - 1
POS system with two computers
Three Door Refridgerator - 1
Two Door Refridgerator - 1
One desk
One four draw vertical file cabinet

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Schedule 3.1(i)

Litigation

1. The premises upon which the Business operates are leased pursuant to a Lease by and between Donovan d/b/a Wine Bunker and Danis Reading LLC (the "**Landlord**") dated February 2012 (the "**Donovan Lease**"). Neither the Seller nor Barclift are party to the Donovan Lease. The Landlord sent Donovan a Notice to Quit/Notice of Termination of Commercial Lease on May 7, 2013 demanding payment of rent arrearage in the amount of \$35,676.12 and payment of \$6,334.74 for common area maintenance.

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EXHIBIT A

Escrow Agreement

CW I, LTD. ("SELLER")
16A Cummings Park, Woburn, MA 01801

Kajal and Kevin LLC ("BUYER")
27 Christopher Drive, Methuen, MA 01844

The Wine Bunker ("BUSINESS")
128 Market Place Shopping Center, One General Way, Reading, MA 01867

George A. Perry, Esq. ("ESCROW AGENT")
Wellesley Office Park, 80 William Street, Suite 200, Wellesley, MA 02481-3705

WHEREAS,

1. The Seller is selling the Business to the Buyer.
2. The closing for the Business is taking place on this date.
3. The Buyer and Seller have requested that the Escrow Agent hold funds in escrow to pay any claims of creditors of the Business arising prior to this date.

THEREFORE,

- A. The Buyer and Seller agree that the Escrow Agent shall hold funds ("Escrow Funds") from the closing in the amount of \$10,000.00.
- B.
 1. If, during the escrow period the Buyer receives any written claim for payment from creditors of the Business based upon Seller's operation of the Business, Buyer shall present such claim to Seller with a copy to the Escrow Agent. The Escrow Period shall be forty-five (45) days in length beginning on this date. On or before the last day of the Escrow Period, Buyer and Seller shall deliver to the Escrow Agent instructions with respect to the payment of any such claims. If the Buyer and Seller agree upon payment of such claims, the Escrow Agent shall disburse the Escrow Funds to pay such claims, and pay any remaining balance to the Seller.
 2. If the Seller disputes any such claims, the Escrow Agent shall continue to hold funds sufficient to pay such disputed claims (or the balance of the Escrow Funds, if the amount held in escrow is insufficient to pay such claims in full) pending receipt of
 - a) instructions mutually given by Buyer and Seller or
 - b) the judgment of a court of law which has ruled upon such claim.

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ESCROW AGREEMENT - continued

C. The acceptance by the Escrow Agent of its duties as such under this Escrow Agreement is subject to the following terms and conditions, which all parties to this Escrow Agreement hereby agree shall govern and control with respect to the rights, duties, liabilities and immunities of the Escrow Agent:

- i) The Escrow Agent is not a party to nor bound by, any agreement arising out of the foregoing instructions, other than as expressly set forth.
- ii) The Escrow Agent shall be protected in acting upon any written notice or any other paper which the Escrow Agent believes in good faith to be genuine and what it purports to be.
- iii) The Escrow Agent shall not be liable for any error of judgment or for any mistake or for anything which it may do or refrain from doing in connection with this Agreement, except its own negligence or misconduct.
- iv) The Escrow Agent may consult with and obtain the advice from legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Agreement or its duties under this Agreement. The Escrow Agent shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel.
- v) Buyer and Seller, jointly and severally agree to indemnify and hold Escrow Agent harmless from and against any losses, claims or expenses incurred by reason of Escrow Agent's performance under this Agreement or arising out of breach of any representation by any party regarding transfer of the Business.

Executed under seal this _____ day of _____, 2013.

Buyer _____

Seller _____

Escrow Agent _____

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EXHIBIT B

Bill Of Sale

1. CW I, LTD., 16A Cummings Park, Woburn, MA 01801 is the seller ("Seller").
2. Kajal and Kevin LLC, 27 Christopher Drive, Methuen, MA 01844 is the buyer ("Buyer").
3. The Seller hereby sells to the Buyer substantially all the assets of The Wine Bunker (the "Business") located at 128 Market Place Shopping Center, One General Way, Reading, MA 01867, including:
 - a. the equipment, furniture and fixtures listed on the attached Exhibit A,
 - b. all supplies of the Business,
 - c. the inventory of the Business selected by the Buyer,
 - d. the right to use the trade name "The Wine Bunker",
 - e. the customer list and vendor list of the Business,
 - f. the liquor license of the Business,
 - g. the telephone numbers of the Business,
 - h. all good will of the Business.
4. The Seller shall retain the following assets which are excluded from this sale:
 - a. all of Seller's Business bank accounts and cash on hand,
 - b. all of Seller's prepaid fees and deposits for utility services, insurance, licenses and other such fees and deposits,
 - c. all inventory of the Business not selected by Buyer.
5. Consideration for this sale is \$260,000.00, plus the cost of inventory in the amount of \$_____. Seller acknowledges that Buyer has paid Seller in full.
6. The purchase price is allocated as follows:

a. equipment, furniture and fixtures	\$ _____
b. inventory	_____
c. covenant not to compete	_____
d. good will	_____
e. (other)	_____
Total	\$ _____
7. The Seller warrants that
 - a. Seller is the lawful owner of all assets of the Business, free and clear of all liens, security agreements, encumbrances, claims, demands and charges of every kind.
 - b. Seller will defend title to the Business on behalf of Buyer against every person claiming the Business or any part of it.

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BILL OF SALE - continued

- a. Seller will remain liable for payment of any taxes and any other obligations owed by the Seller pursuant to Seller's operation of the Business.

SELLER: CW I, LTD.

SEEN AND AGREED TO:

BUYER: Kajal and Kevin LLC

by _____
Brett Barclift, President

by _____
Jasmin Patel, Manager

Peter Donovan hereby releases to the Buyer any ownership interest in the Business he may have.

Date: _____, 2013



Office of the Town Manager
16 Lowell Street
Reading, MA 01867

781-942-9043
townmanager@ci.reading.ma.us
www.readingma.gov/town-manager

To: Board of Selectmen
From: Bob LeLacheur
Date: October 31, 2013
RE: Used Car sales

We have a brief agenda topic scheduled for 7:45pm next week "**Consideration of Class 2 MV license**".

John and Kathy Durant visited me earlier in the fall with an interest in opening a very small used car business at 360 Main Street, which requires a Class II license. The authority to grant that license rests with the Town Manager as delegated by the Board. The Durants are retired and intend to operate more as a hobby, and have one or two cars on the lot at a time in existing spaces on the lot. No changes to the building structure or the lot are proposed at this time.

Within the past year another applicant was in front of the Board for a Class II license at 431 Main Street. Attorney Bill Crowley will appear to give the Board an update on the application process for Reading Petroleum. This car business will supplement the gas station business, and allow up to eight cars at one time.

The two cases are quite different because of our underlying Zoning.

360 Main Street

- Located in 'Business A' Zoning District which allows the sale of new or used cars by right.
- Open Storage is allowed as an Accessory Use to a Principle Use, by Special Permit from the CPDC (open storage for the outdoor sales of vehicles).
- CPDC Site Plan Review (SPR): Based on preliminary information it does not appear to trigger SPR thresholds. However, this will be evaluated further upon receipt of additional information.
- Signage: Simply needs to conform to the Site Bylaw and obtain a Sign Permit.

At this time, it appears that the applicant will need to apply for a Special Permit from CPDC for the Open Storage. If Site Plan review is triggered, after further review this can be handled simultaneously with CPDC. It is therefore my hope that the Durants will simply submit a formal

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application to my office, at which point a variety of requirements will be discussed that will involve Public Safety and Community Services (Conservation has already signed off). Once the application is deemed complete and in compliance, my Office would issue the Class II license.

431 Main Street

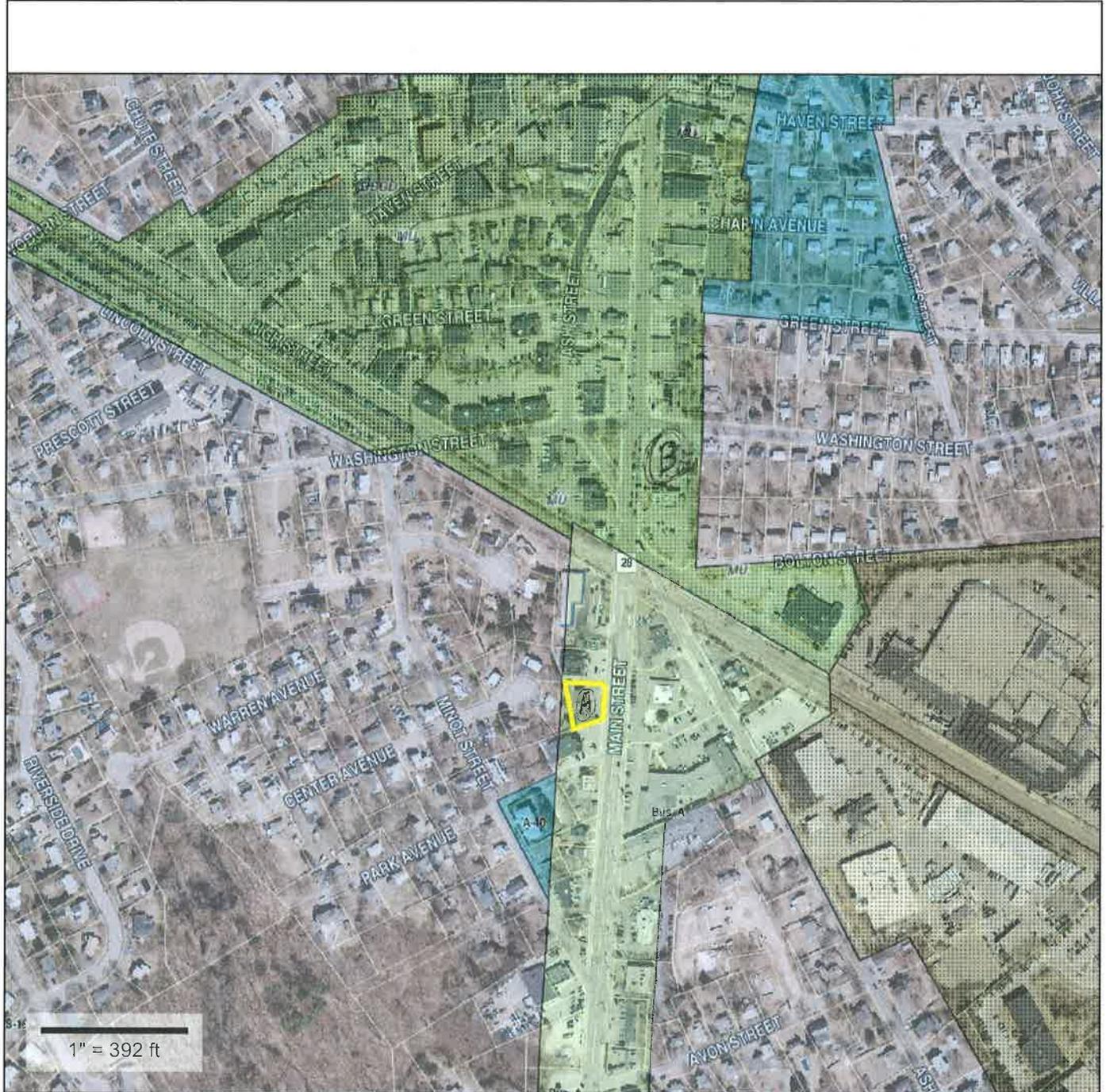
- Located in a 'Business B' Zoning District which allows the sale of new or used cars by right.
- Open Storage is NOT an allowed use and therefore must seek relief from zoning with the ZBA. They are on the agenda on November 7th.
- CPDC Site Plan Review (SPR): Based on preliminary information it does not appear to trigger SPR thresholds. However this will be evaluated further upon receipt of additional information.
- Signage: A Certificate of Appropriateness is required from the CPDC because the property is located in a Business B Zoning District.

I thought it would be helpful for the Board to see these two examples for a couple of reasons. First, the Board through the Town Manager may express their opinions on conditions the Town has historically imposed on Class II license holders, such as the amount of cars allowed and how they will be located on the lot. Second, in light of the Zoning Advisory Committee's work I thought a real life example of the nuances of Zoning might be beneficial for the Board to see first-hand, and both applicants graciously agreed to appear even though this is not a formal Hearing and no decisions will be rendered.

Please note that there are two more related issues that loom on the horizon – CORI checks as required one year ago for the first time, but then given a one-year waiver by the Board, and the newly enacted fingerprinting requirements. I plan to have a further conversation with the Police Chief and his staff about each before commenting further. These Class II licenses are scheduled to be renewed at a December Board meeting.

Following is a list of attachments as background for the Board:

- 1) Zoning map with two properties (A is 360 Main; B is 431 Main) identified (1 page)
- 2) Licensing background – local (3 pages)
- 3) Licensing background – state (6 pages)
- 4) Reading Petroleum application to ZBA (8 pages)
- 5) Sample letter from last year on CORI checks (1 page)



Property Information

Property ID 017.0-0000-0020.0
Location 360 MAIN ST
Owner ARGEROS NICHOLAS D TRUSTE



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

The Town makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Parcels updated 1/1/2011



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3.1.5 - Conditions on Licenses

The Town may place reasonable conditions on the issuance of any license issued pursuant to these policies to provide for public safety, health, welfare and the promotion of public order.

3.1.6 - Delegation to the Town Manager the Authority to issue Certain Licenses

The Board of Selectmen may, annually, delegate to the Town Manager the authority to issue and renew any or all licenses covered by this policy, except for the issuance and annual renewal of liquor licenses. When the Board of Selectmen chooses to delegate this authority, the Board of Selectmen will be notified of the granting and/or renewal of such licenses at their next regular meeting following the issuance or renewal.

(A)

Prior to approving a renewal, the Town Manager will make certain that all conditions of the license have been met, and that all other appropriate measures are complied with to ensure that the licensee is in compliance with all bylaws, rules, regulations and practices of the Town of Reading.

If an issue has been raised by the Board of Selectmen regarding the issuance or renewal of a license, the Town Manager shall not issue or renew the license but it shall be referred back to the Board of Selectmen for their review and action.

3.1.7 - Suspension, Modification or Revocation of Licenses

The Town may suspend, modify or revoke any license issued under these policies for failure to meet any of the requirements of these policies, or failure to meet any conditions placed on the license. The licensee is entitled to due process as provided by law, which may include written notice of any violation and a hearing.

Adopted 10-27-86, Revised 12-13-94, Revised 12-5-95, Revised 5-25-04

Section 3.2 - Liquor License Policy

This policy shall apply to all premises licensed for the sale and/or consumption of alcoholic beverages and the issuance of all Special Licenses by the Licensing Authority (Board of Selectmen) pursuant to its authority as the Licensing Authority of the Town of Reading as determined by the Reading Home Rule Charter, Town of Reading Bylaws, and the laws, rules and regulations of the Commonwealth of Massachusetts.

The following chart indicates which portion of these regulations applies to which type of license:

<u>Category</u>	<u>3.2.1</u>	<u>3.2.2</u>	<u>3.2.3</u>	<u>3.2.4</u>	<u>3.2.5</u>	<u>3.2.6</u>	<u>3.2.7</u>
Retail Package Goods Store License for All Kinds of Alcoholic Beverages not to be Drunk on the Premises	X						X
Restaurant License to Expose, Keep for Sale, and to Sell All Kinds of Alcoholic Beverages to be Drunk on the Premises	X	X	X				X

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Section 3.4 - Issuance of Class I, II and III Motor Vehicle Licenses

Chapter 140, Sections 57-69 of the Laws of the Commonwealth, provide for the regulation of Class I, II and III licenses for the sale of motor vehicles. The Board of Selectmen as Licensing Authority is charged with the responsibility of issuing these licenses, determining that the licensee is a proper person to engage in the business and that there is a suitable place of business.

The following rules and regulations are hereby adopted to guide the Board of Selectmen in reviewing and ruling upon applications for Class I, II and III Motor Vehicle Licenses:

1. Each application will be dealt with on a case by case basis. These guidelines are not intended to be a full list of issues to be dealt with by the Board but are guidelines to the applicant.
2. Class I, II and III Motor Vehicle Licenses will be issued only within a commercial or industrial zoning district within the Town.
3. Pursuant to State law (Chapter 140, Section 59), the applicant must show that the business to be licensed is the principal business of the licensee.
4. The applicant shall provide to the Board of Selectmen a lease or written approval of the property owner (if other than the applicant) for the use of the premises for the license period.
5. The applicant will provide, pursuant to Chapter 140, Section 58, proof that the applicant maintains or has access to a repair facility sufficient to enable him to satisfy the warranty repair obligations imposed by State statute.
6. For Class I and II Licenses, all the requirements of Chapter 90, Section 7N ¼ and Section 7N 1/2 must be complied with.
7. The applicant must show through plans or other means that there is adequate space on the premises for the vehicles to be sold and for customers and employees to park.
8. The licensed activity must not create an adverse traffic impact and access to the site must be adequate.
9. The licensee must conform with the Zoning By-Laws including the sign portions of the Zoning By-Laws.
10. The Board may require information to assure itself that the facility does not and will not cause any environmental problems relative to spills or other release of harmful substances to the environment or to neighboring properties.
11. The applicant shall provide proof of a bond as required by State Statute.
12. Prior to the issuance of a Class I, II or III Motor Vehicle License, the Board may require a review by the Building/Zoning Inspection Division, and proof that all necessary approvals, permits and other licenses needed to operate have been issued. The Board will require a review by the Chief of Police to assist them in determining that the applicant is a proper person to engage in the business to be licensed.

The following will be standard conditions for Class I, II or III Motor Vehicle Licenses unless the Board of Selectmen shall modify any of these conditions, and the Board may make any additional conditions on the license as it deems fit:

- ◆ The maximum number of vehicles offered to be sold at any one time shall be established.
- ◆ The location of vehicle(s) to be sold will be specifically stated.

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- ◆ The location of the repair facility will be specifically stated.
- ◆ There will be no pennants, banners, windshield signs or other information other than the principal sign unless required by law. The Board may require pricing and other consumer information to be attached to the vehicle in a manner so as not to detract from the general appearance of the site.

Adopted 12-13-94, Revised 5-25-04

Section 3.5 - Issuance of Taxi and Vehicle for Hire Licenses

This Section shall be known as the "Town of Reading Rules and Orders for the Regulation of Carriages and Vehicles Used in the Town of Reading, promulgated pursuant to G.L.C. 40, Sec. 22".

3.5.1 - Applicability of Rules and Orders

Vehicles for hire including taxicabs and liveries (hereinafter referred to as "vehicles") operating or caused to be operated by non-governmental entities for the transportation of persons from place to place within the Town, or from a point in the Town to another location outside the Town, other than over regular routes or between fixed termini, shall be subject to these rules and orders to the extent provided below.

3.5.1.2 - Definition of Livery

Livery shall mean a private vehicle licensed as such, including but not limited to, limousines which are used for pre-arranged trips for particular occasions such as weddings, funerals, celebrations or school transportation.

3.5.2 - License

3.5.2.1 - License Required

No vehicle shall be driven, operated or caused to be operated as a vehicle for hire without a license first having been obtained for that vehicle from the Board of Selectmen. Each vehicle shall require a separate license.

3.5.2.2 - Application

Applications for a license shall be made in writing to the Board of Selectmen and shall provide the following information:

1. The name and address of the applicant, if an individual; or if a corporation, the name, date of incorporation, address of its principal place of business and the name and address of its officers; or if a partnership, association or unincorporated company, the names and addresses of the partners or associates and the address of its principal place of business.
2. The intended place of business within the Town of Reading.
3. The name of the manager or principal representative.
4. Proposed hours of operation, description of proposed vehicle including the make, model, Vehicle Identification Number and age of the vehicle.

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APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE
OR ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a.....
class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with
the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern?

Business address of concern, No.St.,

.....City — Town.

2. Is the above concern an individual, co-partnership, an association or a corporation?

3. If an individual, state full name and residential address.

4. If a co-partnership, state full names and residential addresses of the persons composing it.

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President

Secretary

Treasurer

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles?

If so, is your principal business the sale of new motor vehicles?

Is your principal business the buying and selling of second hand motor vehicles?

Is your principal business that of a motor vehicle junk dealer?

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7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

.....
.....
.....
.....

8. Are you a recognized agent of a motor vehicle manufacturer? (Yes or No)

If so, state name of manufacturer

.....

9. Have you a signed contract as required by Section 58, Class 1? (Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? (Yes or No)

If so, in what city — town

Did you receive a license? For what year?

(Yes or No)

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked?

(Yes or No)

.....
.....
.....

Sign your name in full.
(Duly authorized to represent the concern herein mentioned)

Residence

FID or Social Security No.

IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE STATEMENTS HEREIN MAY RESULT IN THE REJECTION OF YOUR APPLICATION OR THE SUBSEQUENT REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)

APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application after investigation
(Approved or Disapproved)

License No. granted.....19.... Fee \$.....

Signed.....
.....
.....
.....
.....

CHAPTER 140 OF THE GENERAL LAWS, TER. ED., WITH AMENDMENTS THERETO (EXTRACT)

SECTION 57. No person, except one whose principal business is the manufacture and sale of new motor vehicles but who incidentally acquires and sells second hand vehicles, or a person whose principal business is financing the purchase of or insuring motor vehicles but who incidentally acquires and sells second hand vehicles, shall engage in the business of buying, selling, exchanging or assembling second hand motor vehicles or parts thereof without securing a license as provided in section fifty-nine. This section shall apply to any person engaged in the business of conducting auctions for the sale of motor vehicles.

SECTION 58. Licenses granted under the following section shall be classified as follows:

Class 1. Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter and of rules and regulations made in accordance therewith applicable to holders of licenses of class 2.

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license.

Class 3. Any person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding the same; or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts, may be granted a motor vehicle junk license.

SECTION 59. The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section which shall expire on January first following the date of issue unless sooner revoked. The fees for the licenses shall be fixed by the licensing board or officer, but in no case shall exceed \$100. dollars. Application for license shall be made in such form as shall be approved by the registrar of motor vehicles, in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to such application, such application shall be made in duplicate, which duplicate shall be filed with the registrar. No such license shall be granted unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they may require of the applicant, that he is a proper person to engage in the business specified in section fifty-eight in the classifications for which he has applied, that said business is or will be his principal business, and that he has available a place of business suitable for the purpose. The license shall specify all the premises to be occupied by the licensee for the purpose of carrying on the licensed business. Permits for a change of situation of the licensed premises or for addition thereto may be granted at any time by the licensing board or officer in writing, a copy of which shall be attached to the license. Cities and towns by ordinance or by-law may regulate the situation of the premises of licensees within class 3 as defined in section fifty-eight, and all licenses and permits issued hereunder to persons within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No license or permit shall be issued hereunder to a person within said class 3 until after a hearing, of which seven days' notice shall have been given to the owners of property abutting on the premises where such license or permit is proposed to be exercised. All licenses granted under this section shall be revoked by the licensing board or officer if it appears, after hearing, that the licensee is not complying with sections fifty-seven to sixty-nine, inclusive, or the rules and regulations made thereunder; and no new license shall be granted to such person thereafter, nor to any person for use on the same premises, without the approval of the registrar. The hearing may be dispensed with if the registrar notifies the licensing board or officer that a licensee is not so complying. Any person aggrieved by any action of the licensing board or officer refusing to grant, or revoking a license for any cause may, within ten days after such action, appeal therefrom to any justice of the superior court in the county in which the premises sought to be occupied under the license or permit applied for are located. The justice shall, after such notice to the parties as he deems reasonable, give a summary hearing on such appeal, and shall have jurisdiction in equity to review all questions of fact or law and may affirm or reverse the decision of the board or officer and may make any appropriate decree. The decision of the justice shall be final.

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THE 188TH GENERAL COURT OF THE COMMONWEALTH OF MASSACHUSETTS

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PART I ADMINISTRATION OF THE GOVERNMENT (Chapters 1 through 182)

PREV NEXT

Rules

TITLE XX PUBLIC SAFETY AND GOOD ORDER

PREV NEXT

Session Laws

CHAPTER 140 LICENSES

PREV NEXT

- Section 1 "Licensing authorities" defined
- Section 2 Issuance of license to be innholders or common victuallers; signing; refusal; fee; record; penalty
- Section 3 Content of innholders' licenses; governing statutes
- Section 4 Contents generally; coverage; term
- Section 5 Food and accommodations; availability
- Section 6 Conditions precedent; proposed plans; cost estimates; license as victualler or innholder
- Section 6A Repealed, 1941, 439, Sec. 2
- Section 6B Food allergy awareness
- Section 7 Refusing to provide for travelers
- Section 8 Repealed, 1975, 256, Sec. 1
- Section 9 Suspension; revocation; forfeiture
- Section 9A Keeping of premises open throughout year
- Section 10 Liability for loss of property
- Section 11 Fire or overwhelming force; liability
- Section 12 Fraudulently procuring food, accommodations or credit; removal of property covered by lien; evidence
- Section 12A "Hotel" defined for Secs. 12B to 12D
- Section 12B Removal of guest from hotel
- Section 12C Refusal of accommodation in hotel to persons acting in disorderly manner; damage deposits
- Section 12D Persons negligently or intentionally causing damage to hotel; liability
- Section 13 Posting of statutory provisions
- Section 14 Sale of guest's property; notice
- Section 15 Disposition of proceeds
- Section 16 Sale proceeds; payment to owner by state treasurer
- Section 17 Loss by guest: negligence and violation of regulations as defense
- Section 18 Signs; penalty for failure to have sign
- Section 19 Summary of laws for authorities and licensees
- Section 20 Unlicensed innholders or victuallers
- Section 21 Third convictions
- Section 21A City and town licenses for sale of certain non-intoxicating beverages; retail sales
- Section 21B Contents; coverage; expiration; fee; suspension; revocation
- Section 21C Unlicensed business; penalties

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Section 46A	Definitions
Section 46B	Licensing of employment agency; necessity; posting; governing provisions
Section 46C	Application for license
Section 46D	Investigation of applicants; hearing; grant or denial of license; duration of license; prohibited locations
Section 46E	Assignment or transfer of license; locations; number of licenses
Section 46F	Fees; bond
Section 46G	Claims or suits against licensee
Section 46H	Register; contents; record of receipts and income; charges; monthly reports to commissioner
Section 46I	Information furnished to applicant for employment; copy of contract; receipt for charges
Section 46J	List of emigrant agents; necessity of license; transportation of applicants for employment; lodging and meals; statement to prospective employee
Section 46K	Prohibited activities or conduct
Section 46L	Fees; restrictions on charge or acceptance
Section 46M	Receipt of fees or payments contrary to Sec. 46L; return
Section 46N	Contract between prospective employee and agency
Section 46O	Refunds by employment agencies; conditions; reduction of fees; restriction on deductions from wages
Section 46P	Posting of copy of Secs. 46A to 46O
Section 46Q	Inspection of premises and books; rules and regulations; procedure upon complaint against licensee; suspension or revocation of licenses
Section 46R	Penalties
Section 47	Coffee and tea houses
Section 48	Repealed, 1937, 342, Sec. 2
Section 49	Lunch carts
Section 50	Lunch carts, fee of highway not owned by town
Section 50A	Repealed, 1931, 173
Section 51	Facial and scalp massage; bath houses
Section 52	Massage or baths; inspection
Section 53	Massage or baths; penalty
Section 54	Junk dealers
Section 54A	Automobile graveyards
Section 55	Junk dealers, penalty; exceptions
Section 56	Junk collector defined
Section 56A	Shooting galleries
Section 57	Sale of second hand vehicles; necessity of license; exceptions; auctions; reports
Section 58	Classes
Section 59	Licensing authorities; expiration; fees; application; prerequisites; premises, ordinance regulations; revocation; notice
Section 59A	Motor vehicle junkyards; requirements
Section 60	Registrar's rules and regulations
Section 61	Repealed, 1996, 429
Section 62	Record book; contents
Section 63	Repealed, 1977, 553
Section 64	Repealed, 1996, 429
Section 65	Repealed, 1961, 45, Sec. 2
Section 66	Entering premises; investigation; examination of vehicles; parts, books, papers and inventories
Section 67	Obstruction of entrance or examination by officers; refusal to exhibit items demanded
Section 67A	Junked motor vehicles, registration and identification plates: removal and forwarding to registrar; penalty

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Section 68	Unlicensed business
Section 69	Violation of statutes, rules or regulations
Section 70	Licensing of pawnbrokers: governing statutes; revocation
Section 71	Retention of articles; sale; disposition of proceeds; notice; other disposition; personal apparel
Section 72	Interest rate; penalty
Section 73	Entry upon premises; investigation; examination of articles, books and inventories
Section 74	Obstruction of entrance or examination by officer; failure to exhibit items demanded
Section 75	Unlicensed business
Section 76	Loans on personal property; purchases on condition of reselling; exceptions
Section 77	Fee; bond
Section 78	Regulations; interest rate
Section 79	Record book; information furnished to authorities
Section 80	Memorandum for pawnier; charge
Section 81	Inspection of books
Section 82	Penalty
Section 82A	Violations of Sec. 79; liability of pawnbroker
Section 83	Tools; purchase or pawn; record book; signature of seller or pawnier
Section 84	Wrong name or address of seller or pawnier
Section 85	Statutes not applicable
Section 86	Household, personal use or ornament articles as security or purchased on condition of reselling or redemption, record book; memorandum for borrower
Section 87	Inspection of record book; exhibition of property
Section 88	Stolen articles; detention; producing in court
Section 89	Obstruction of inspection or examination; violation of statutes
Section 90	Less than \$1000; statute not affected; waiver or release
Section 90A	Home mortgages, interest rates, definitions; application
Section 90B	Home mortgages, application of consumer credit cost disclosure provisions; prerequisites to foreclosure
Section 90C	Home mortgages; receipt for payment; penalty
Section 90D	Loans in violation of Sec. 90A, discharge; jurisdiction
Section 90E	Penalty
Section 91	Less than \$1000; mortgage or pledge
Section 92, 93	Repealed, 1957, 765, Sec. 2
Section 94	Return of evidence of loan, discharge of mortgage, restoration of property; refusal or neglect
Section 95	Applicability of Secs. 90 to 94; effect on statutes
Section 96	Small loan business
Section 96A	Securities; public sale; permit; necessity; revocation
Section 97	Regulations; preservation of records relating to compliance
Section 98	Annual report; failure to file, amend; fine
Section 99	Examinations by commissioner; penalty
Section 100	"Licensee" defined; investigations by regulatory board; charges; prepayments; establishment of rates; effective date of order; more than one contract
Section 100A	Repealed, 1975, 401, Sec. 2
Section 101	Term of license; contents; posting
Section 102	Fees; more than one business; multi-state licensing system
Section 103	Penalties; voidable loans
Section 104	Applicant's statement; power of attorney; changes in names, addresses or personnel; revocation of license
Section 105	Repealed, 1969, 221
Section 106	Illegal interest; order of commissioner; recovery in action or suit; costs

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Post



Town of Reading
16 Lowell Street
Reading, MA 01867-2683

RECEIVED
TOWN CLERK
READING, MASS.

2013 OCT 10 P 12: 56

Zoning Board of Appeals

Phone: (781) 942-6610

Fax: (781) 942-9071

Website: www.readingma.gov

ZONING BOARD OF APPEALS
TOWN OF READING
LEGAL NOTICE

CASE # 13-20

The Zoning Board of Appeals will hold a Public Hearing in the Selectmen's Meeting Room at the Town Hall, 16 Lowell Street, Reading, Massachusetts on Thursday, November 7, 2013 at 7:00 PM on the petition of Reading Petroleum Inc. who seeks a Variance under Section(s) 4.0 / 4.2.2 of the zoning bylaws in order to have "open storage" of used cars for sale in a Business B District on the property located at **431 Main Street** in Reading, Massachusetts.

Damase Caouette
Chairman

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5613

TEL. (781) 942-2233

LAW OFFICE OF
WILLIAM F. CROWLEY
159 HAVEN STREET, SUITE 1
READING, MASSACHUSETTS 01867

FAX (781) 942-0292

WFCESQ@VERIZON.NET

September 23, 2013

Glen Redmond
Building Inspector
Town Hall
16 Lowell Street
Reading, MA 01867

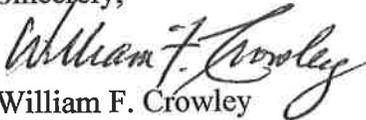
RE: Reading Petroleum, Inc., 431 Main Street, Reading

Dear Mr. Redmond:

As discussed, please be advised that I represent Reading Petroleum, Inc. This letter is to request that a permit be issued to Reading Petroleum, Inc. to conduct the sale of used cars on the lot at the location of the busyness at 431 Main Street. We have an application pending for a license with the Town Manager.

Thank you for your attention to this matter.

Sincerely,


William F. Crowley

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Town of Reading
16 Lowell Street
Reading, MA 01867-2683

Community Development
(781) 942-9010
Fax (781) 942-9070

BUILDING PERMIT REVIEW

Date: 10/7/2013

Date of Application: 10/3/2013

Owner of Record: Charles W Gray

Applicant/Agent: Reading Petroleum Inc

Location of Property: 431 Main St

Your request to conduct the sale of used cars on the lot at 431 Main St is denied. This property is located in a Business "B" district and a Variance is required for "open storage" see section 4.0/4.2.2 Zoning By-laws Town of Reading

Town of Reading zoning by-law's

You are hereby notified of your rights of appeal under section 7.4 Reading Zoning by-law's

C. Glen Redmond

Commissioner of Buildings

5615



Town of Reading
16 Lowell Street
Reading, MA 01867-2683

Zoning Board of Appeals
Phone: (781) 942-6610
Fax: (781) 942-9071
Website: www.readingma.gov

ZONING BOARD OF APPEALS
TOWN OF READING
LEGAL NOTICE

CASE # 13-20

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Damase Caouette
Chairman

Please run this notice on October 15, 2013
And October 22, 2013

Please send bill to: William Crosby
 159 Haven Street – Suite 1
 Reading MA 01867

781-942-2233

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CASE #
13-20

Town of Reading
ZONING BOARD OF APPEALS

APPLICATION FOR PUBLIC HEARING

Location of Property: 431 Main Street ^{PRIOR} → MAP 17 Lot 63
ASSESSORS MAP 55 Lot 21

Name of Applicant/Agent Reading Petroleum, Inc Phone # (781) 944-9705

Applicant/Agent Address: 90 Northgate Road Email: clw@williamf.crowley.esq.com
Tewksbury, MA 01876 → 159 Haven St, Reading, MA 01867

Applicant is: Owner Agent Tenant Prospective Owner

Owner (If not applicant): Charles W Gray Phone # 281-706-1441

Owner Address: 1 Heritage Ln Lynnfield Mass Email: CWGray15@Verizon.net

Application is for:

- Variance from Section 4.0 / 4.2.2
- Special Permit in accordance with Section _____
- Appeal from Decision/Order of Building Inspector (Attach Building Inspector's Letter)
- Accessory Apartment Special Permit, Section 4.3.2.8
- Other (please specify): _____

Detailed reason for request (attach extra pages if necessary):

APPLICANT SEEKS VARIANCE TO ALLOW FOR "OPEN STORAGE"
OF USED CARS FOR SALE IN BUSINESS B DISTRICT.

I hereby request a hearing before the Zoning Board of Appeals. (Application requires signatures of both owner and agent if agent is applying for hearing):

Signature of Owner: Charles W Gray

Signature of Agent: [Signature]

Law Office of
William F. Crowley
159 Haven Street Suite 1
Reading, MA 01867
(781) 942-2233
wfc@williamf.crowley.esq.com

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VARIANCE CRITERIA:

A variance may only be granted when **all of the four criteria** are met:

1). Describe the circumstances relating to *the soil conditions, shape or topography which especially affect the land or structure (s)* in question, but which do not affect generally the Zoning District in which the land or structure is located that would substantiate the granting of a variance.

SEE ATTACHED PAGE

2). Describe how the literal enforcement of the provisions of the zoning ordinance relating to the circumstances especially affecting the land or structure in question would involve *substantial hardship, financial or otherwise*, to the petitioner.

SEE ATTACHED PAGE

(Note that 2, hardship, must relate to the circumstances of the lot described in 1. For example a stone outcrop prohibits development consistent with zoning.)

3). Describe how desirable relief may be granted *without substantial detriment to the public good*.

SEE ATTACHED PAGE

4). Describe how desirable relief may be granted *without nullifying or substantially derogating from the intent or purpose of the zoning ordinance* of the Town of Reading.

SEE ATTACHED PAGE

State law (MGL Ch. 40A) specifies that the ZBA must find that all four criteria are met in order to be authorized to grant a variance. If one of the standards is not met, the ZBA must deny the variance.

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1). Describe the circumstances relating to the soil conditions, shape or topography which especially affect the land or structure in questions, but which do not affect generally the Zoning District which the land or structure is located that would substantiate the granting of a variance.

The shape of the lot, especially with the existing repair garage on it, does not easily allow for the construction of an addition or another building large enough to store several automobiles without creating a significant negative visual impact on the neighborhood.

2). Describe how the literal enforcement of the provisions of the zoning ordinance relating to the circumstances especially affecting the land or structure in question would involve substantial hardship, financial or otherwise, to the petitioner.

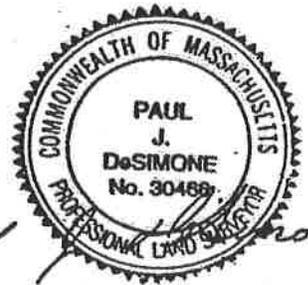
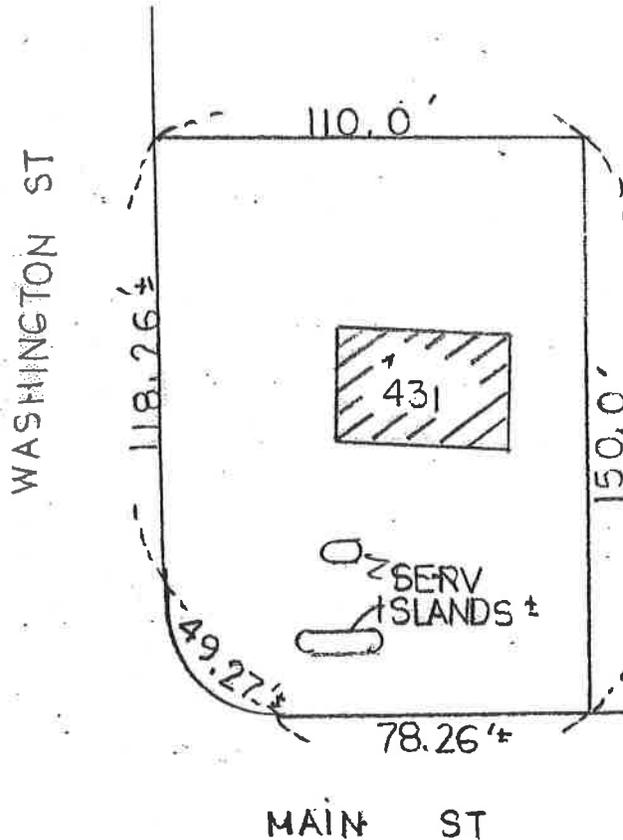
If the Applicant is required to construct a building large enough to store several vehicles in order to comply with the prohibition of open storage, the cost of such a project would be substantial. Since he leases the property, any cost of construction would be borne by the Applicant, with the risk that he may never recover his costs when his lease expires.

3). Describe how desirable relief may be granted without substantial detriment to the public good.

The area where the site is located (at the corner of Washington and Main Streets) has several auto repair facilities within a few hundred yards, the closest being directly across Washington Street. Autos at these facilities which are being repaired are parked in open sight. If a variance is granted to allow for display of autos which are for sale on an open lot would not change the historic and current scenery at this intersection. In fact, the open display of attractive vehicles for sale on a neatly-kept lot, as opposed to vehicles that are there for repairs, might actually improve the visual impact at this intersection.

4). Describe how desirable relief may be granted without nullifying or substantially derogating from the intent or purpose of the zoning ordinance of the Town of Reading.

Section 2.2.24 of the Zoning Bylaw defines Open Storage as: "The storing of retail goods outside of a structure on a lot for the purpose of display and/or sales." When the Bylaws, and particularly the Table of Uses were written, the prohibition of "open storage" in the Business B District may not have contemplated the sale of large items such as automobiles. It is extremely rare that a used car sales facility would be an enclosed structure wherein all of the vehicles are stored. Within a short distance of this site there are several used car sales businesses, each of which has many more vehicles on an open lot that what the Applicant seeks a permit for. The granting of a variance would not substantially derogate from the intent or purpose of the zoning ordinance, as the activity sought would be consistent with the historic, current and common use of this area.



THIS MORTGAGE INSPECTION WAS PREPARED SPECIFICALLY FOR MORTGAGE PURPOSES AND IS NOT TO BE RELIED UPON AS A SURVEY, NOR IS THIS PLAN TO BE USED TO OBTAIN BUILDING PERMITS, VARIANCES OR THE LIKE.*

I CERTIFY THAT THE STRUCTURE 431 SHOWN ON THIS PLAN WAS IN CONFORMANCE WITH THE LOCAL ZONING SETBACKS IN EFFECT AT THE TIME OF CONSTRUCTION OR IS EXEMPT FROM VIOLATION ENFORCEMENT ACTION UNDER MASS. G.L. TITLE VII, CHAPTER 40A SEC. 7.

I CERTIFY THAT THE PARCEL SHOWN IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS DEPICTED ON FEMA FLOOD INSURANCE RATE MAPS FOR COMMUNITY # 250211 DATED 7-2-81. FLOOD HAZARD AREA HAS BEEN DETERMINED BY SCALE. ACCURATE DETERMINATION CANNOT BE MADE UNLESS A VERTICAL CONTROL SURVEY IS PERFORMED.

MORTGAGE LOAN INSPECTION

LOCATION: 431 MAIN ST

READING MA

SCALE: 1" = 50' DATE: 4-9-13

REGISTRY: SO. MIDDLESEX

TITLE REFERENCE: BK 41722 PG 394

PLAN REFERENCE: ASSESSORS MAP

HOMELAND SURVEY SERVICES, INC.
 LAND SURVEYORS
 78 LEXINGTON ST., WOBURN, MA. 01801

5620

November 20, 2012

128 Tire, Inc.
459 Main Street
Reading, MA 01867

Dear Licensee:

Your Class II Motor Vehicle License expires December 31, 2012. Attached is an application form for renewal of your license. **Please submit the completed application form and the applicable fee of \$75.00 no later than December 18, 2012.** You must also provide the following:

- ◆ proof of Worker's Compensation insurance
- ◆ a bond in accordance with Massachusetts General Laws, Chapter 140, Section 58 c. (1)
- ◆ your driver history (dated within the last 30 days) from the Registry of Motor Vehicles
- ◆ ICORI criminal history (complete attached CORI application and send to the indicated address with a check for \$25.00) The CORI needs to be submitted to the Town with all of the above

Your renewal license will then be submitted to the Board of Selectmen for their approval. Failure to submit your application by December 18th could jeopardize your license status and your ability to operate your Class II Motor Vehicle License effective January 1, 2013.

You should be aware that we will also be reviewing your license application with the Zoning Officer, Police Department, and the Collector's Office. All fees, fines, taxes and any other moneys owed to the Town of Reading must be paid prior to consideration of renewal of your license.

Please contact me if you have any questions.

Sincerely,

Peter I. Hechenbleikner
Town Manager

PIH:ps
Attachment

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