



Town of Reading Meeting Posting with Agenda

RECEIVED
TOWN CLERK
READING, MASS.
2016 JUN 16 P 12:12

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2016-06-21

Time: 7:00 PM

Building: Reading Town Hall

Location: Selectmen Meeting Room

Address: 16 Lowell Street

Agenda:

Purpose: General Business

Meeting Called By: Paula Schena on behalf of Chairman John Halsey

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:

- 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**
- 4) **Personnel & Appointments**
 - a. Appoint Boards and Committees and Associate members 7:15
- 5) **Discussion/Action Items**
 - a. Hearing – Approval of the FY17 Non Union Classification and Compensation Plans 7:20
 - b. Town Accountant Quarterly Report 7:25
 - c. Hearing – Increase the No Parking on the easterly side in front of 75 Pearl Street from 100 feet to 285 feet 7:35
 - d. Hearing – No bus access beyond house number 230 on Bancroft Avenue 7:40
 - e. Hearing – No parking on the northerly side of Charles Street between Dana Road and Boswell Road between 8:00 a.m. and 3:30 p.m. on Monday – Friday and Enact Article 5.4.4K Additional Time Restriction on Charles Street 7:45
 - f. Hearing – Application for an All Alcohol Restaurant Liquor License for Chipotle Mexican Grill, 46 Walkers Brook Drive 7:50
 - g. Community Zoning; Joint Meeting with CPDC 8:00
 - h. 172 Woburn Street 40B Project (former St. Agnes School) 8:45
 - i. Approve Debt Sale 9:30
 - j. FY17 Goals Update and Draft FY18 Goals 9:35
 - k. Appoint Town Manager 9:55

This Agenda has been prepared in advance and represents a listing of topics that the chair reasonably anticipates will be discussed at the meeting. However the agenda does not necessarily include all matters which may be taken up at this meeting.



Town of Reading Meeting Posting with Agenda

- 6) **Approval of Minutes**
 - a. May 17, 2016
 - b. June 1, 2016
 - c. June 7, 2016
- 7) **Licenses, Permits and Approvals**
 - a. One day liquor license for the Meadowbrook Golf Club Social with Clambake on June 25, 2016
 - b. One day liquor license for the Meadowbrook 3 Day Member Guest Golf Tournament on July 8, 9, and 10
- 8) **Executive Session**
- 9) **Correspondence**
 - copy a. Email from Frederick Van Magness Sr. re: Override etc.
 - copy b. Memo from John Halsey, Chairman of the Board of Selectmen and Town Manager Robert LeLacheur to the Residents of Reading, Board of Selectmen, School Committee, Recreation Committee, Town and School staff re: Birch Meadow Field Lighting Project

DRAFT - BOARD OF SELECTMEN			
2016	AGENDAS		2016
6/16/2016		Staff	Estimated
	June 16, 2016	Thursday	7:00pm
	Community Listening Meeting	Parker MS	
	June 21, 2016		
	Appoint Boards & Committees - Associate members	LeLacheur	7:15
Hearing	FY17 Non Union Classification & Compensation Plans	Perkins	7:20
	Town Accountant Quarterly Report	Angstrom	7:25
Hearing	Increase the No parking on the easterly side in front of 75 Pearl Street from 100 feet to 285 feet	Segalla	7:35
Hearing	No bus access beyond house number 230 on Bancroft Avenue	Segalla	7:40
Hearing	No parking on northerly side of Charles Street between Dana Road and Boswell Road between 8 a.m. and 3:30 p.m. on Monday - Friday and Enact Article 5.4.4K Additional Time Restriction on Charles Street	Segalla	7:45
Hearing	Application for an All Alcohol Restaurant Liquor License for Chipotle Mexican Grill, 46 Walkers Brook Drive		7:50
	Community Zoning: joint meeting with CPDC	Delios	8:00
	172 Woburn Street 40B project (former St. Agnes School)	Delios	8:45
	Approve debt sale	LeLacheur	9:30
	FY17 Goals update & draft FY18 Goals	LeLacheur	9:35
	Appoint Town Manager	Halsey	9:55
	July 12, 2016		
Office Hour	Arena		
	July 26, 2016		
	Senior Tax Relief	Board of Assessors	7:30
	Tax Classification discussion	LeLacheur	8:30

	August 16, 2016		
Office Hour	Berman		
	Trust Fund Commissioners	Cohen	8:30
	Close Warrant for Special Town Meeting 9/12	LeLacheur	
	September 6, 2016		
Office Hour	Sexton		
	Preview Warrant for Subsequent Town Meeting	LeLacheur	
	State Election September 8, 2016	Thursday	
	Special Town Meeting September 12, 2016 (?)	Monday	
	September 20, 2016		
	Close Warrant for Subsequent Town Meeting	LeLacheur	
	October 4, 2016		
Office Hour	Ensminger		
	Close Warrant for Special Election 10/18/16	LeLacheur	
	Vote Warrant Articles for Subsequent Town Meeting 11/14/16	LeLacheur	
	Special Election October 18, 2016 (?)	Tuesday	
	October 25, 2016		
	Close Warrant for Presidential and State Elections 11/8/16		
	Town Meeting November 14, 2016	Monday	
	Town Meeting November 17, 2016	Thursday	
	Town Meeting November 21, 2016	Monday	
	Town Meeting November 28, 2016	Monday	
	Town Meeting December 1, 2016	Thursday	
	November 15, 2016		
Office Hour	Halsey		
	November 29, 2016		
	December 13, 2016		
Office Hour	Arena		
Future Agendas			

	Board of Selectmen Policies: Article 1 General Operating Procedures	LeLacheur	
	Board of Selectmen Policies: Article 2 Volunteer Boards/Committees/Commissions	LeLacheur	
	Board of Selectmen Policies: Article 3 Licenses	LeLacheur	
	Review Inflow & Infiltration policy	Percival	
	Oakland Road status & plans	LeLacheur	
	Strout Avenue Master Plan	Delios	
	Multi Board/Committee Summit	Halsey	
	Downtown Parking	Segalla	
Recurring Items			
	Close Warrant: Nov TM by 9/27		
	Close Warrant: Presidential & State Elections by 11/1 (Elections are 11/8)		
	Review BOS/TM Goals	Mar & Sep	Semi-ann
	Appointments of Boards & Committees	June	Annual
Hearing	Approve Classification & Compensation	June	Annual
Hearing	Tax Classification	October	Annual
	Approve licenses	December	Annual
Reports to BOS	Town Accountant Report		Qtrly
	RCTV members Report		Semi-ann
	CAB (RMLD) member Report		Semi-ann
	MAPC member Report		Annual
	Reading Housing Authority Report		Annual
	Reading Ice Arena Report		Annual
	BOS Appointed Boards & Committees		Annual



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: Robert W. LeLacheur, Jr. CFA
Date: June 16, 2016
RE: BOS Agenda for June 21st

The VASC will be in with final volunteer appointments for the next fiscal year. They will also ask you to reappoint the various Associate members to a combination of one- and two-year terms as the Bylaw requires.

Next will be a Public Hearing on the FY17 Classification and Compensation Non-Union Plan. There will be no changes in the Classification Plan, and the Compensation Plan will be adjusted as per Town Meeting approval in May. The Town Accountant will be in for a brief quarterly report to the Board. There are no issues of concern for the Board. We have discussed the year-end School report in light of a resignation in the school central office and she will work with the Superintendent to ensure all requirements are met on time,

The Police Chief will be in for a few relatively minor parking adjustments, there will be a total of three Public Hearings. We notified abutters as always, and as yet have heard no comments.

The new Chipotle will be in to request a liquor license. I was not aware of that combination, but some of their restaurants do offer alcohol. We will include their approved floorplan, which did not contemplate liquor, but may be adequate. Based on when they submitted their request, the Board must hear it within 30 days, and this meeting is the only one in that time frame since your next meeting is July 12th. Staff, including the Police department, will do the best we can to provide adequate background.

The Assistant Town Manager will be in to lead a joint meeting discussion with the CPDC on their Zoning project. Of note will be a review of their work and thoughts on the downtown area. Following will be an informal meeting with an applicant for a 40B project on Woburn Street. The Board has no legal standing on this issue which will be before the ZBA, but this meeting is a courtesy visit by the applicant only.

Next week we will be issuing debt, which will consist of \$2,335,000 for the remainder of the Library building project; \$1,200,000 for the school modular classrooms; \$1,165,000 for water system improvements; \$500,000 for the RMHS retaining wall; and only \$100,000 for the Birch Meadow field lighting project. You have received a separate memo describing that situation. Depending on market conditions, we expect to refinance the MWRA buy-in and hope to report some savings for the Water Enterprise Fund. There will be a lot of documents to sign for this item.

I will give a brief update on progress on FY16 goals, and invite the Board to begin to think about FY17 goals. We should finalize those by early September. Lastly Chairman Halsey will discuss the Town Manager appointment process.



Town of Reading
16 Lowell Street
Reading MA 01867

2016 APR 25 AM 10: 38

Town Clerk
781-942-9050

fax: 781-942-9070
website: www.readingma.gov

**Application for Appointment to
Boards, Committees and Commissions**

Name: Grenon Ronald Joseph Date: 4/21/16
(Last) (First) (Middle)

Address: 1 Archstone Circle, Unit 205 Reading, MA 01867

Phone (Home): _____ Phone (Work): _____

Phone (Cell): _____ Which number should be listed? cell

Occupation: stock trader Number of years in Reading: 5

E-mail address: _____

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

- Animal Control Appeals Committee
- Audit Committee
- Board of Appeals
- Board of Cemetery Trustees
- Board of Health
- Board of Registrars
- Bylaw Committee
- Celebration Committee
- Climate Advisory Committee
- 2 Commissioner of Trust Funds
- Community Planning and Development
- Conservation Commission
- 1 Constable
- Contributory Retirement Board
- Council on Aging
- Cultural Council
- Custodian of Soldiers' and Sailors' Graves
- Economic Development Committee
- 3 Fall Street Faire Committee
- Finance Committee
- Historical Commission
- Housing Authority
- Human Relations Advisory Committee
- MBTA Advisory Committee
- Metropolitan Area Planning Council
- Mystic Valley Elder Services
- Permanent Building Committee
- RCTV Board of Directors
- Recreation Committee
- RMLD Citizens Advisory Board
- Town Forest Committee
- Trails Committee
- West Street Historic District Commission
- Zoning Board of Appeals
- Other _____

Please outline relevant experience for the position(s) sought:

Police Cadet Academy
US Coast Guard Auxiliary
Stock Trading

401



Town of Reading
16 Lowell Street
Reading MA 01867

RECEIVED
TOWN CLERK
READING, MASS.

Town Clerk
781-942-9050

2015 JUN 21 5:45 PM
fax: 781-942-9070
website: www.readingma.gov

**Application for Appointment to
Boards, Committees and Commissions**

Name: O'Donoghue Christopher Ryan Date: 7/9/2015
(Last) (First) (Middle)

Address: 173 Van Norden Road

Phone (Home): _____ Phone (Work): _____

Which number should be listed? WORK

Occupation: Marketing intern Number of years in Reading: 22

Are you a registered voter in Reading? yes E-mail address: _____

Place a number next to your preferred position(s) (up to four choices) with number 1 being your first priority. (Please 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 checked="" type="checkbox"/> 3 Board of Appeals | <input checked="" type="checkbox"/> 2 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 checked="" type="checkbox"/> 1 Bylaw Committee - <u>currently serving</u> | <input type="checkbox"/> Metropolitan Area Planning Council |
| <input type="checkbox"/> Celebration Committee | <input type="checkbox"/> Mystic Valley Elder Services |
| <input type="checkbox"/> Climate Advisory Committee | <input type="checkbox"/> Permanent Building Committee |
| <input type="checkbox"/> Commissioner of Trust Funds | <input type="checkbox"/> RCTV Board of Directors |
| <input type="checkbox"/> Community Planning and Development | <input type="checkbox"/> Recreation Committee |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> RMLD Citizens Advisory Board |
| <input checked="" type="checkbox"/> 4 Constable | <input type="checkbox"/> Town Forest Committee |
| <input type="checkbox"/> Contributory Retirement Board | <input type="checkbox"/> Trails Committee |
| <input type="checkbox"/> Council on Aging | <input type="checkbox"/> West Street Historic District Commission |
| <input type="checkbox"/> Cultural Council | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Custodian of Soldiers' and Sailors' Graves | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Economic Development Committee | |

Please outline relevant experience for the position(s) sought:
I am a recent graduate of the University of New Hampshire with a degree in History and Political Science. During my time at UNH I studied State and local governments as well as Public Policy. I am a life long resident of Reading and I have a great interest in my town's future and well-being. I served in local Boy Scout Troop 702 from the ages of 12-18 and served in the Cub Scouts before that. While in college I was also an officer for three years in my fraternity. I have experience with writing By-laws and dealing with various individuals from various agencies and interests. I believe this experience will serve me well if I were to be appointed to any of these positions.

yar

CHRISTOPHER R. O'DONOGHUE

173 Van Norden Road

Reading, MA 01867

EXPERIENCE:

Summer 2012 **READING LUMBER, NORTH READING, MA**
YARD WORKER

- Customer service
- Inspected and filled propane tanks
- Operated a forklift
- Inventory
- Miscellaneous yard work including painting and landscaping

Summers 2006-2010 **RISE PRESCHOOL, READING, MA**
RISE is the integrated special needs preschool for the Reading Public Schools.
VOLUNTEER

- Assisted teachers with lessons
- Assisted teachers with supervision of children to ensure safety
- Facilitated play groups

2004 - 2009 **DAILY TIMES CHRONICLE, READING, MA**
NEWSPAPER DELIVERY

Summers 2013-2014 **CARPENTER & PATERSON, WOBURN, MA**
WAREHOUSE WORKER

Winter 2013

- Operated heavy machinery
- Customer service
- Inventory
- Shipping and receiving
- Organizing and maintaining warehouse

Winter 2014 -Present **BERGEN PIPE SUPPORTS, WOBURN, MA**
MARKETING

4a3

- Assisted in building storefront website for company
- Designed user guides, logos, and promotional materials
- Edited company catalogs before publishing
- Created presentations for client companies on companies services
- Created spreadsheets for design specifications
- Organized materials for catalogs from recently acquired companies
- Drafted catalogs for newly acquired companies

EDUCATION:

2011 **READING MEMORIAL HIGH SCHOOL, READING, MA**
Diploma; College Preparatory

2015 - **UNIVERSITY OF NEW HAMPSHIRE, DURHAM, NH**
Graduated; BA History, minor in Political Science



Town of Reading
 16 Lowell Street
 Reading, MA 01867
 TOWN CLERK
 READING, MASS.

Town Clerk
 781-942-9050

2015 AUG -4 P 2 11

fax: 781-942-9070
 website: www.readingma.gov

**Application for Appointment to
 Boards, Committees and Commissions**

Name: LINDMARK BRIAN DOUGLAS Date: 8/4/15
 (Last) (First) (Middle)

Address: 18 SELFIDGE RD READING

Phone (Home): _____ Phone (Work): _____

Which number should be listed? _____

Occupation: MORTGAGE LOAN OFFICER Number of years in Reading: 10

Are you a registered voter in Reading? YES E-mail address: _____

Place a number next to your preferred position(s) (up to four choices) with number 1 being your first priority. (Please 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"/> Climate Advisory Committee | <input type="checkbox"/> Permanent Building Committee |
| <input type="checkbox"/> Commissioner of Trust Funds | <input type="checkbox"/> RCTV Board of Directors |
| <input checked="" type="checkbox"/> Community Planning and Development | <input type="checkbox"/> Recreation Committee |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> RMLD Citizens Advisory Board |
| <input type="checkbox"/> Constable | <input type="checkbox"/> Town Forest Committee |
| <input type="checkbox"/> Contributory Retirement Board | <input type="checkbox"/> Trails Committee |
| <input type="checkbox"/> Council on Aging | <input type="checkbox"/> West Street Historic District Commission |
| <input type="checkbox"/> Cultural Council | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Custodian of Soldiers' and Sailors' Graves | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Economic Development Committee | |

Please outline relevant experience for the position(s) sought: I'm seeking appointment

to the Community Planning and Development Board because I have
a strong interest in community affairs and have relevant experience
in the real estate industry. I have lived in town for 10 years
and would like to be part of future planning for Reading.

Thank you,
BRIAN

Yes



Town of Reading
 16 Lowell Street
 Reading MA 01867

2016 JUN -7 PM 2: 50

fax: 781-942-9070
 website: www.readingma.gov

Town Clerk
 781-942-9050

**Application for Appointment to
 Boards, Committees and Commissions**

Name: PINETTE DAVID W. Date: 6/07/2016
 (Last) (First) (Middle)

Address: 22 COLONIAL DRIVE READING

Phone (Home): _____ Phone (Work): NA

Phone (Cell): _____ Which number should be listed? CELL

Occupation: TECHNOLOGY/ENGINEERING TEACHER (RETIRED) Number of years in Reading: 21

E-mail address: _____

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

- | | |
|---|---|
| <input type="checkbox"/> Animal Control Appeals Committee | <input type="checkbox"/> Audit Committee |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Board of Assessors |
| <input type="checkbox"/> Board of Cemetery Trustees | <input type="checkbox"/> Board of Health |
| <input type="checkbox"/> Board of Registrars | <input type="checkbox"/> Bylaw Committee |
| <input type="checkbox"/> Celebration Committee | <input type="checkbox"/> Climate Advisory Committee |
| <input type="checkbox"/> Commissioner of Trust Funds | <input type="checkbox"/> Community Planning and Development |
| <input checked="" type="checkbox"/> Conservation Commission | <input type="checkbox"/> Constable |
| <input type="checkbox"/> Contributory Retirement Board | <input type="checkbox"/> Council on Aging |
| <input type="checkbox"/> Cultural Council | <input type="checkbox"/> Custodian of Soldiers' and Sailors' Graves |
| <input type="checkbox"/> Fall Street Faire Committee | <input type="checkbox"/> Finance Committee |
| <input type="checkbox"/> Historic District Commission | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Housing Authority | <input type="checkbox"/> Human Relations Advisory Committee |
| <input type="checkbox"/> MBTA Advisory Committee | <input type="checkbox"/> Metropolitan Area Planning Council |
| <input type="checkbox"/> Mystic Valley Elder Services | <input type="checkbox"/> Permanent Building Committee |
| <input type="checkbox"/> RCTV Board of Directors | <input type="checkbox"/> Recreation Committee |
| <input type="checkbox"/> RMLD Citizens Advisory Board | <input type="checkbox"/> Town Forest Committee |
| <input type="checkbox"/> Trails Committee | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Other _____ | |

Please outline relevant experience for the position(s) sought:

EXPERIENCE IN CONSTRUCTION DEALING WITH CONSERVATION ISSUES.

Yab

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 June 21, 2016 in the Selectmen's Meeting Room, 16 Lowell Street, Reading, Massachusetts on the following:

- Approve FY17 Non-Union Classification and Compensation Plans: 7:20
- Increase the No Parking on the easterly side in front of 75 Pearl Street from 100 feet to 285 feet: 7:35
- No bus access beyond house number 230 on Brancroft Avenue: 7:40

• No parking on the northerly side of Charles Street between Dana: 7:45 Road and Boswell Road between 8:00 a.m. and 3:30 p.m. on Monday – Friday and Enact Article 5.4.4K Additional Time Restriction on Charles Street

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 June 21, 2016 to townmanager@ci.reading.ma.us

By order of
Robert W. LeLacheur
Town Manager

6.14.16

FY 2017 TOWN OF READING CLASSIFICATION PLAN effective July 1, 2016

Schedule A-1

A	Parking Enforcement Officer	Van Driver							
B	Clerk	Library Associate							
C	Administrative Secretary	Senior Library Associate							
D	Administrative Assistant	Animal Control Officer	RCASA Youth Coordinator	Senior Center Coordinator					
E	Assistant Town Clerk Zoning Enforcement Inspector	Case Manager	Computer Technician	Librarian	Office Manager/Public Services	RCASA Outreach Coordinator	Recreation Program Coordinator	Regional Housing Services Coordinator	Senior Administrative Assistant
F	Assistant Assessor	Assistant Collector	Assistant Treasurer	Health Inspector	Senior Case Manager	Plumbing/Gas Inspector	Veteran's Service Officer	Wiring Inspector	
G	Conservation Administrator Recreation Administrator	Head Public Safety Dispatcher	Human Resources Generalist	Library Children's Services Division Head	Library Circulation Division Head	Library Information Services Division Head	Library Technical Services Division Head	Nurse Advocate	Public Health Nurse
H	Elder/Human Services Administrator	Executive Assistant	GIS Administrator						
I	Assistant Library Director	RCASA Director	Health Agent	Town Clerk	Procurement Officer				
J	Assessor	Assistant Facilities Director	Building Inspector	Business Administrator	Community Development Director	Community Services Director	Human Resources Director	Treasurer-Collector/Assistant Finance Director	
K	Assistant DPW Director	Assistant Fire Chief	Deputy Police Chief	Technology Director					
L	Administrative Services Director	Library Director	Town Accountant/Finance Director						
M	Assistant Town Manager	DPW Director	Facilities Director	Fire Chief	Police Chief				

502

FY2017 TOWN OF READING COMPENSATION PLAN
Schedule B-1

(2% Increase over FY16)

HOURLY

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
A	16.35	16.68	17.01	17.35	17.70	18.05	18.41	18.78	19.16	19.54	19.93	20.33
B	17.99	18.34	18.71	19.09	19.47	19.86	20.25	20.66	21.07	21.49	21.92	22.36
C	19.78	20.18	20.58	20.99	21.41	21.84	22.28	22.73	23.18	23.64	24.12	24.60
D	21.76	22.20	22.64	23.09	23.56	24.03	24.51	25.00	25.50	26.01	26.53	27.06
E	23.94	24.42	24.91	25.40	25.91	26.43	26.96	27.50	28.05	28.61	29.18	29.76
F	26.33	26.86	27.40	27.94	28.50	29.07	29.65	30.25	30.85	31.47	32.10	32.74
G	28.97	29.54	30.14	30.74	31.35	31.98	32.62	33.27	33.94	34.62	35.31	36.01
H	31.86	32.50	33.15	33.81	34.49	35.18	35.88	36.60	37.33	38.08	38.84	39.62
I	35.05	35.75	36.46	37.19	37.94	38.70	39.47	40.26	41.06	41.89	42.72	43.58
J	38.55	39.32	40.11	40.91	41.73	42.57	43.42	44.28	45.17	46.07	47.00	47.94
K	42.41	43.26	44.12	45.00	45.90	46.82	47.76	48.71	49.69	50.68	51.69	52.73
L	46.65	47.58	48.53	49.50	50.49	51.50	52.53	53.58	54.66	55.75	56.86	58.00
M	51.31	52.34	53.39	54.45	55.54	56.65	57.79	58.94	60.12	61.32	62.55	63.80

ANNUAL (based on a 37.5 hr workweek x 52 weeks)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
A	\$ 31,883	\$ 32,520	\$ 33,171	\$ 33,834	\$ 34,511	\$ 35,201	\$ 35,905	\$ 36,623	\$ 37,355	\$ 38,103	\$ 38,865	\$ 39,642
B	\$ 35,071	\$ 35,772	\$ 36,488	\$ 37,217	\$ 37,962	\$ 38,721	\$ 39,495	\$ 40,285	\$ 41,091	\$ 41,913	\$ 42,751	\$ 43,606
C	\$ 38,578	\$ 39,349	\$ 40,136	\$ 40,939	\$ 41,758	\$ 42,593	\$ 43,445	\$ 44,314	\$ 45,200	\$ 46,104	\$ 47,026	\$ 47,967
D	\$ 42,436	\$ 43,284	\$ 44,150	\$ 45,033	\$ 45,934	\$ 46,852	\$ 47,789	\$ 48,745	\$ 49,720	\$ 50,714	\$ 51,729	\$ 52,763
E	\$ 46,679	\$ 47,613	\$ 48,565	\$ 49,536	\$ 50,527	\$ 51,538	\$ 52,568	\$ 53,620	\$ 54,692	\$ 55,786	\$ 56,902	\$ 58,040
F	\$ 51,347	\$ 52,374	\$ 53,422	\$ 54,490	\$ 55,580	\$ 56,691	\$ 57,825	\$ 58,982	\$ 60,161	\$ 61,365	\$ 62,592	\$ 63,844
G	\$ 56,482	\$ 57,611	\$ 58,764	\$ 59,939	\$ 61,138	\$ 62,360	\$ 63,608	\$ 64,880	\$ 66,177	\$ 67,501	\$ 68,851	\$ 70,228
H	\$ 62,130	\$ 63,373	\$ 64,640	\$ 65,933	\$ 67,251	\$ 68,597	\$ 69,968	\$ 71,368	\$ 72,795	\$ 74,251	\$ 75,736	\$ 77,251
I	\$ 68,343	\$ 69,710	\$ 71,104	\$ 72,526	\$ 73,977	\$ 75,456	\$ 76,965	\$ 78,505	\$ 80,075	\$ 81,676	\$ 83,310	\$ 84,976
J	\$ 75,177	\$ 76,681	\$ 78,214	\$ 79,779	\$ 81,374	\$ 83,002	\$ 84,662	\$ 86,355	\$ 88,082	\$ 89,844	\$ 91,641	\$ 93,473
K	\$ 82,695	\$ 84,349	\$ 86,036	\$ 87,757	\$ 89,512	\$ 91,302	\$ 93,128	\$ 94,991	\$ 96,890	\$ 98,828	\$ 100,805	\$ 102,821
L	\$ 90,964	\$ 92,784	\$ 94,639	\$ 96,532	\$ 98,463	\$ 100,432	\$ 102,441	\$ 104,490	\$ 106,579	\$ 108,711	\$ 110,885	\$ 113,103
M	\$ 100,061	\$ 102,062	\$ 104,103	\$ 106,185	\$ 108,309	\$ 110,475	\$ 112,685	\$ 114,939	\$ 117,237	\$ 119,582	\$ 121,974	\$ 124,413

ANNUAL (based on a 40 hr workweek x 52 weeks)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
A	\$ 34,008	\$ 34,688	\$ 35,382	\$ 36,090	\$ 36,811	\$ 37,548	\$ 38,299	\$ 39,065	\$ 39,846	\$ 40,643	\$ 41,456	\$ 42,285
B	\$ 37,409	\$ 38,157	\$ 38,920	\$ 39,699	\$ 40,492	\$ 41,302	\$ 42,128	\$ 42,971	\$ 43,830	\$ 44,707	\$ 45,601	\$ 46,513
C	\$ 41,150	\$ 41,973	\$ 42,812	\$ 43,668	\$ 44,542	\$ 45,433	\$ 46,341	\$ 47,268	\$ 48,213	\$ 49,178	\$ 50,161	\$ 51,164
D	\$ 45,265	\$ 46,170	\$ 47,093	\$ 48,035	\$ 48,996	\$ 49,976	\$ 50,975	\$ 51,995	\$ 53,035	\$ 54,095	\$ 55,177	\$ 56,281
E	\$ 49,791	\$ 50,787	\$ 51,803	\$ 52,839	\$ 53,896	\$ 54,973	\$ 56,073	\$ 57,194	\$ 58,338	\$ 59,505	\$ 60,695	\$ 61,909
F	\$ 54,770	\$ 55,866	\$ 56,983	\$ 58,123	\$ 59,285	\$ 60,471	\$ 61,680	\$ 62,914	\$ 64,172	\$ 65,455	\$ 66,765	\$ 68,100
G	\$ 60,247	\$ 61,452	\$ 62,681	\$ 63,935	\$ 65,214	\$ 66,518	\$ 67,848	\$ 69,205	\$ 70,589	\$ 72,001	\$ 73,441	\$ 74,910
H	\$ 66,272	\$ 67,597	\$ 68,949	\$ 70,328	\$ 71,735	\$ 73,170	\$ 74,633	\$ 76,126	\$ 77,648	\$ 79,201	\$ 80,785	\$ 82,401
I	\$ 72,899	\$ 74,357	\$ 75,844	\$ 77,361	\$ 78,908	\$ 80,487	\$ 82,096	\$ 83,738	\$ 85,413	\$ 87,121	\$ 88,864	\$ 90,641
J	\$ 80,189	\$ 81,793	\$ 83,429	\$ 85,097	\$ 86,799	\$ 88,535	\$ 90,306	\$ 92,112	\$ 93,954	\$ 95,833	\$ 97,750	\$ 99,705
K	\$ 88,208	\$ 89,972	\$ 91,772	\$ 93,607	\$ 95,479	\$ 97,389	\$ 99,337	\$ 101,323	\$ 103,350	\$ 105,417	\$ 107,525	\$ 109,676
L	\$ 97,029	\$ 98,969	\$ 100,949	\$ 102,968	\$ 105,027	\$ 107,128	\$ 109,270	\$ 111,456	\$ 113,685	\$ 115,958	\$ 118,278	\$ 120,643
M	\$ 106,732	\$ 108,866	\$ 111,044	\$ 113,265	\$ 115,530	\$ 117,840	\$ 120,197	\$ 122,601	\$ 125,053	\$ 127,554	\$ 130,105	\$ 132,707

503

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 June 21, 2016 in the Selectmen's Meeting Room, 16 Lowell Street, Reading, Massachusetts on the following:

- Approve FY17 Non-Union Classification and Compensation Plans: 7:20
- Increase the No Parking on the easterly side in front of 75 Pearl Street from 100 feet to 285 feet: 7:35
- No bus access beyond house number 230 on Brancroft Avenue: 7:40

• No parking on the northerly side of Charles Street between Dana Road and Boswell Road between 8:00 a.m. and 3:30 p.m. on Monday – Friday and Enact Article 5.4.4K Additional Time Restriction on Charles Street

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 June 21, 2016 to townmanager@ci.reading.ma.us

By order of
Robert W. LeLacheur
Town Manager

6.14.16



**Town of Reading
Amendment to the
Traffic and Parking Regulations**



Amendment Number: 2016-10

Date Filed: May 25th, 2016

Filed By: Traffic and Safety Officer David V. Savio

On Behalf of: Parking Traffic Transportation Task Force

Section 1:

Purpose of Amendment – Amendment of Article 12.1, Pearl Street
To address the narrowing of the roadway when people park during field events.

Section 2:

Proposed Amendment – Pursuant to Article 12.1: parking on Pearl Street shall be prohibited on the easterly side in front of 75 Pearl Street for approximately 285 feet.

The change in language is 100 feet to 285 feet.

Section 3:

Effective Date:

This act shall take effect upon its passage and the provisions above shall not expire.

Board of Selectmen:

Date Signed: _____

Certification of Amendment:

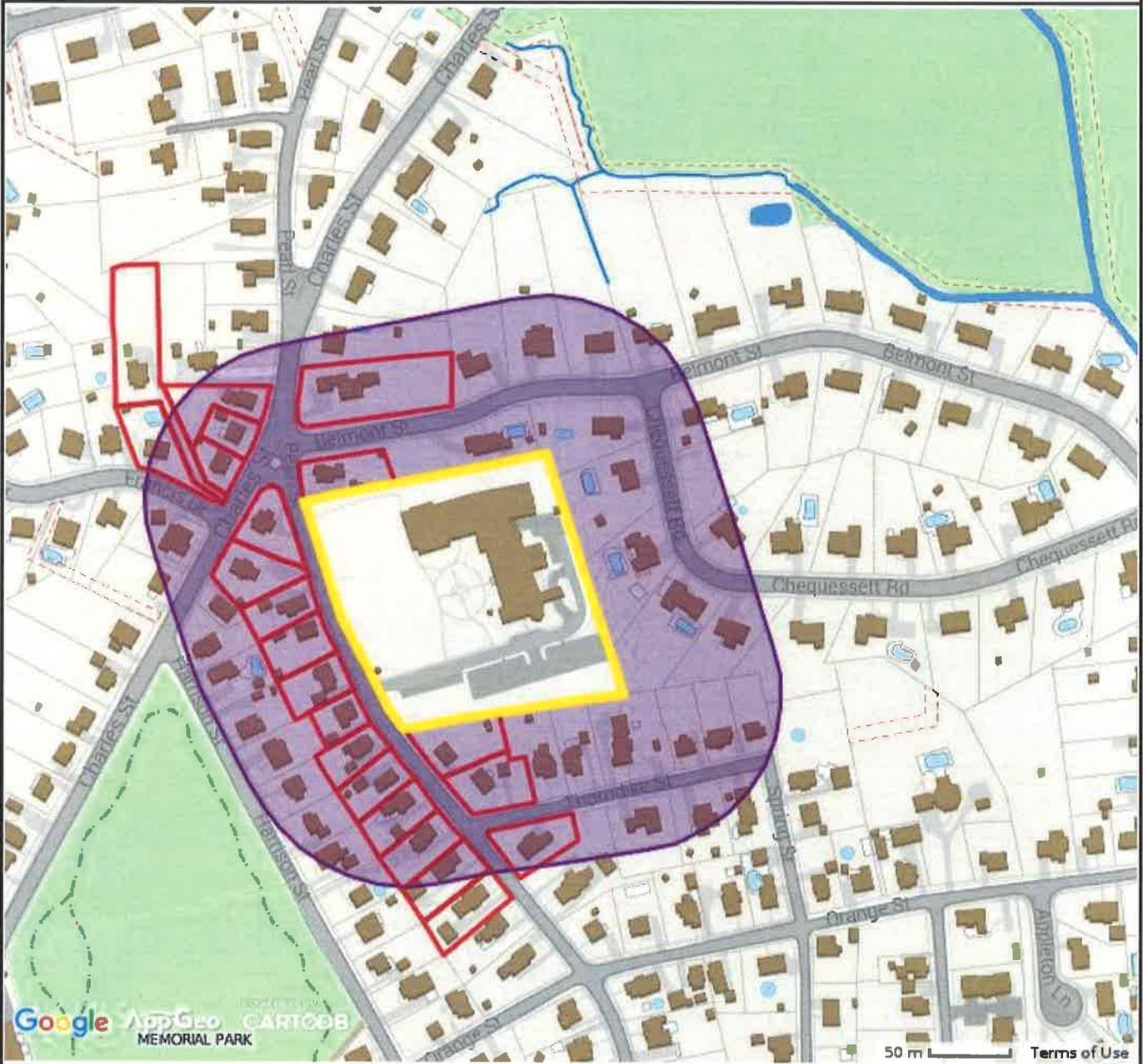
The Town Clerk certifies that Amendment Number _____ above was _____ by the Board of Selectmen of the Town of Reading through an official vote occurring during a public hearing held on _____. The Amendment was _____ through a vote of _____ in favor and _____ opposed.

Town Clerk

Town Corporate Seal

502

Pearl Street no parking



Property Information

Property ID 028.0-0000-0079.0
Location 75 PEARL ST
Owner VIRTUS/LCB READING LLC



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

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

Parcels updated 1/1/2015
 Properties updated 1/1/2015

ARAI KEN JUNKO ARAI
56 PEARL ST
READING, MA 01867

BRENNAN PATRICIA A ROBERT L GREEN
43 PEARL ST
READING, MA 01867

CARD THOMAS M SR KIMBERLY M CHELF
58 PEARL ST
READING, MA 01867

CIREGNA ELISE M
48 PEARL ST
READING, MA 01867

CONNELLY ALISON E BRIAN A BOUTIETTE
68 CHARLES ST
READING, MA 01867

DELUCCIA PAUL
66 CHARLES ST
READING, MA 01867

DALTON WILLIAM H JR DEBRA A DALTON
91 PEARL STREET
READING, MA 01867

GILSON LAWRENCE S ELIZABETH S GILSON
70 PEARL STREET
READING, MA 01867

FORBES- SCOTT JANET KEVIN W SCOTT
52 PEARL ST
READING, MA 01867

FOTHERGILL FRANCIS J PATRICIA A
FOTHERGILL
44 PEARL ST
READING, MA 01867

HOSSEINI ABDOLLAH E
211 MAIN ST UNIT 2
READING, MA 01867

MANNEY MATTHEW P
66 PEARL ST
READING, MA 01867

ROWE MARK T PAULA A ROWE
64 PEARL STREET
READING, MA 01867

SMART IAN PAULA SMART
57 PEARL ST
READING, MA 01867

TAYLOR ANDREW V SUSAN E DAVEY
76 PEARL ST
READING, MA 01867

VIENO JOHN BARBARA VIENO
7 FRANCIS DR
READING, MA 01867

WHITE NOAH JENNIFER MARSELLA- WHITE
4 THORNDIKE ST
READING, MA 01867

RYDER DAVID A RYDER YUKO I
74 CHARLES ST
READING, MA 01867

SNYDER, JASON ERIC
99 PEARL ST
READING, MA 01867

SHAFER, MATTHEW D
72 CHARLES ST
READING, MA 01867

LOCKART CHAD CUATICO CHARLENE
69 CHARLES ST
READING, MA 01867

LETENDRE AMANDA H TRUSTEE BRENDON
ALLEN 2015 IRREV TRUST
7 FAIRMOUNT RD
READING, MA 01867

504

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 June 21, 2016 in the Selectmen's Meeting Room, 16 Lowell Street, Reading, Massachusetts on the following:

- Approve FY17 Non-Union Classification and Compensation Plans: 7:20
- Increase the No Parking on the easterly side in front of 75 Pearl Street from 100 feet to 285 feet: 7:35
- No bus access beyond house number 230 on Brancroft Avenue: 7:40

• No parking on the northerly side of Charles Street between Dana: 7:45
Road and Boswell Road between 8:00 a.m. and 3:30 p.m. on Monday – Friday and Enact Article 5.4.4K Additional Time Restriction on Charles Street

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

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 June 21, 2016 to townmanager@ci.reading.ma.us

By order of
Robert W. LeLacheur
Town Manager

6.14.16

SD1



**Town of Reading
Amendment to the
Traffic and Parking Regulations**



Amendment Number: 2016-11

Date Filed: May 25th, 2016

Filed By: Traffic and Safety Officer David V. Savio

On Behalf of: Parking Traffic Transportation Task Force

Section 1:

Purpose of Amendment – Amendment of Article 12.1, Bancroft Avenue
To prevent buses from entering the end of Bancroft Avenue by the tennis courts. Buses backing from this area create an unsafe traffic condition.

Section 2:

Proposed Amendment – Pursuant to Article 12.1: Bancroft Avenue

There shall be no bus access beyond house number 230.

Section 3:

Effective Date:

This act shall take effect upon its passage and the provisions above shall not expire.

Board of Selectmen:

Date Signed: _____

Certification of Amendment:

The Town Clerk certifies that Amendment Number _____ above was _____ by the Board of Selectmen of the Town of Reading through an official vote occurring during a public hearing held on _____. The Amendment was _____ through a vote of _____ in favor and _____ opposed.

Town Clerk

Town Corporate Seal

5d2

No bus access - Bancroft Avenue



Property Information

Property ID 027.0-0000-0346.0
Location 104 HARTSHORN ST
Owner FRATTO THOMAS G JR SHANNON M FRATTO



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

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Parcels updated 1/1/2015
 Properties updated 1/1/2015

563

BLACK LINDA M
212 BANCROFT AVE
READING, MA 01867

CORLISS STEVEN C SANDRA CORLISS
215 BANCROFT AVE
READING, MA 01867

COWAL EDWARD D KRISTINE DENIETOLIS
COWAL
205 BANCROFT AVE
READING, MA 01867

CREAMER DANIEL PAMELA T CREAMER
242 BANCROFT AVE
READING, MA 01867

DISSEL KEITH L
202 BANCROFT AVE
READING, MA 01867

DUPONT JOHN G JEAN R DUPONT
206 BANCROFT AVE
READING, MA 01867

GILLIGAN LAWRENCE M TRUSTEE BANCROFT
AVENUE REALTY TRUST
236 BANCROFT AVE
READING, MA 01867

FARRELL MARK ANA- MARIA K FARRELL
211 BANCROFT AVE
READING, MA 01867

LEBLANC MARIE S
24 TOWER RD
READING, MA 01867

KING THOMAS G JOANNE E KING
102 HANSCOM AVE
READING, MA 01867

LIZOTTE JUSTIN T AMY E LIZOTTE
246 BANCROFT AVE
READING, MA 01867

METRANO JAMES L (LE) CAROL D METRANO
(LE)
199 BANCROFT AVE
READING, MA 01867

MOORE PATRICK K KATHLEEN S MOORE
230 BANCROFT AVE
READING, MA 01867

RODGERS SUJATA M GEORGE T RODGERS JR
193 BANCROFT AVE
READING, MA 01867

ROSTRUM RICHARD L ELAINE M ROSTRUM
85 HARTSHORN ST
READING, MA 01867

SWYTER DAVID M ETAL TRUSTEES SWYTER
BIRON FAMILY TRUST
98 HARTSHORN ST
READING, MA 01867

TIERNEY MARK S
103 HARTSHORN ST
READING, MA 01867

WEBER JONATHAN C CORRINE L WEBER
84 HARTSHORN STREET
READING, MA 01867

LANE REBECCA E
101 HANSCOM AVE
READING, MA 01867

ZIEGLER WILLIAM TRUSTEE ZIEGLER CARLENE
D TRUSTEE
92 HARTSHORN ST
READING, MA 01867

Legal Notice



TOWN OF READING

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- Increase the No Parking on the easterly side in front of 75 Pearl Street from 100 feet to 285 feet: 7:35
- No bus access beyond house number 230 on Brancroft Avenue: 7:40

• No parking on the northerly side of Charles Street between Dana: 7:45 Road and Boswell Road between 8:00 a.m. and 3:30 p.m. on Monday – Friday and Enact Article 5.4.4K Additional Time Restriction on Charles Street

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 June 21, 2016 to townmanager@ci.reading.ma.us

By order of
Robert W. LeLacheur
Town Manager

6.14.16



**Town of Reading
Amendment to the
Traffic and Parking Regulations**



Amendment Number: 2016-09

Date Filed: May 18th, 2016

Filed By: Traffic and Safety Officer David V. Savio

On Behalf of: Parking Traffic Transportation Task Force

Section 1:

Purpose of Amendment – Amendment of Article 12 to replace 5.4.4D to 5.4.4K

Section 2:

Proposed Amendment – Pursuant to Article 5.4.4K, parking shall be prohibited on the northerly side of Charles Street between Dana Road and Boswell Road between the hours of 8:00am and 3:30pm on Monday through Friday.

Street to be amended: Charles Street

Location on Street: Northerly side between Dana Road and Boswell Road

Regulation: No Parking from 08:00am-3:30pm, Monday through Friday

Pursuant to Article: 5.4.4K

Section 3:

Effective Date:

This act shall take effect upon its passage and the provisions above shall not expire.

Board of Selectmen:

Date Signed: _____

Certification of Amendment:

The Town Clerk certifies that Amendment Number _____ above was _____ by the Board of Selectmen of the Town of Reading through an official vote occurring during a public hearing held on _____. The Amendment was _____ through a vote of _____ in favor and _____ opposed.

Town Clerk

Town Corporate Seal

502



**Town of Reading
Amendment to the
Traffic and Parking Regulations**



Amendment Number: 2016-08

Date Filed: May 18th, 2016

Filed By: Traffic and Safety Officer David V. Savio

On Behalf of: Parking Traffic Transportation Task Force

Section 1:

Purpose of Amendment – Enact Article 5.4.4K Additional Time Restriction

This is to extend the no parking in this section of Charles Street to incorporate the ½ day kindergarten pick up.

Section 2:

Proposed Amendment – No Person shall park a vehicle from 8:00am to 3:30pm on Monday through Friday on any of the streets or parts of the streets to which this Article has been applied as listed under Article 12.

Section 3:

Effective Date:

This act shall take effect upon its passage and the provisions above shall not expire.

Board of Selectmen:

Date Signed: _____

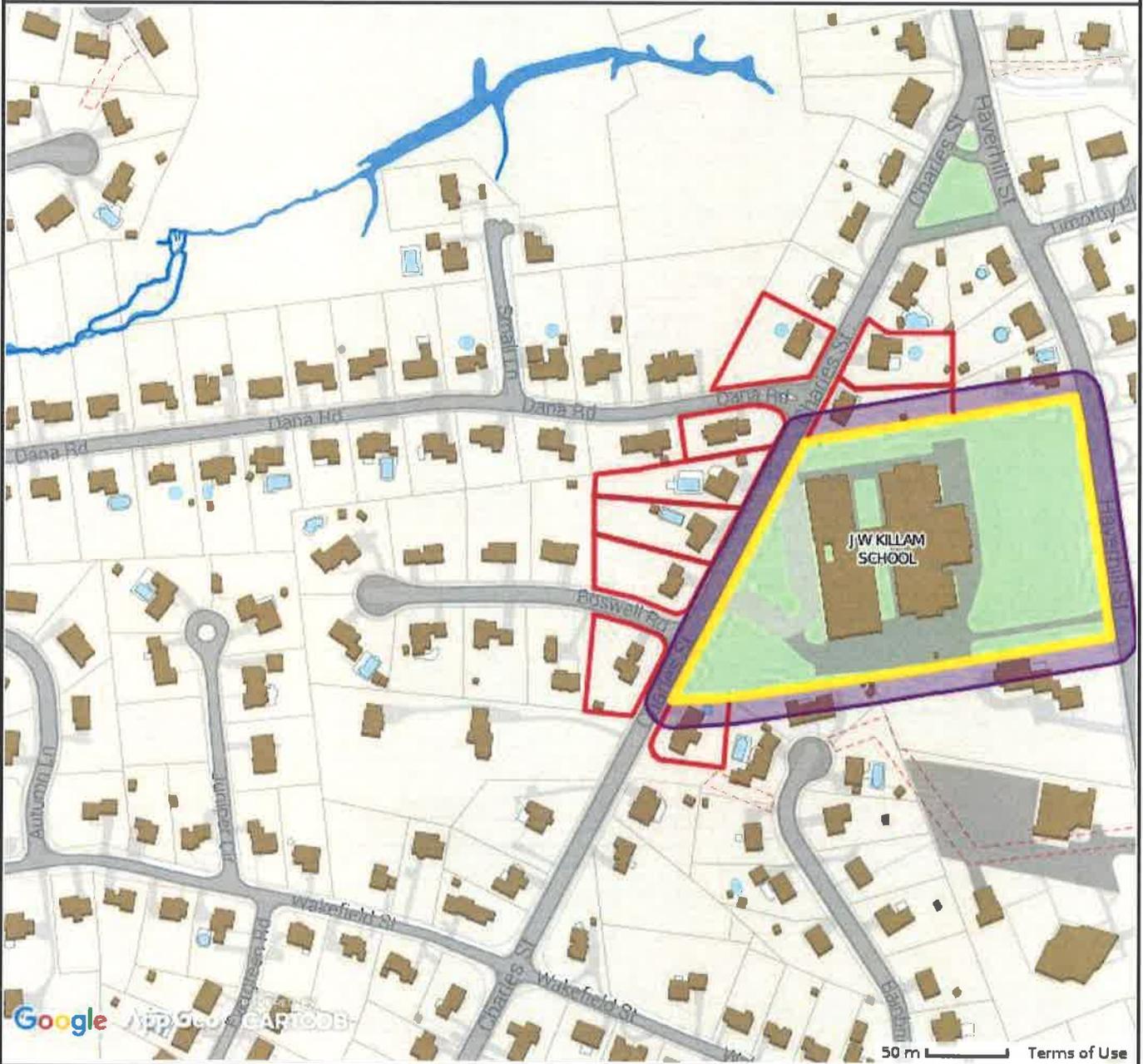
Certification of Amendment:

The Town Clerk certifies that Amendment Number _____ above was _____ by the Board of Selectmen of the Town of Reading through an official vote occurring during a public hearing held on _____. The Amendment was _____ through a vote of _____ in favor and _____ opposed.

Town Clerk

Town Corporate Seal

Time restriction on Charles between Dana Road and Boswell Road



Property Information	
Property ID	041.0-0000-0019.0
Location	333 CHARLES ST
Owner	TOWN OF READING KILLAM ELEMENTARY SCHOOL



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

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

Parcels updated 1/1/2015
Properties updated 1/1/2015

524

BOYD JAMES N III ANN E BOYD
334 CHARLES STREET
READING, MA 01867

MURPHY PATRICIA A KENNETH H MURPHY
10 DANA ROAD
READING, MA 01867

SINCLAIR MICHAEL
328 CHARLES ST
READING, MA 01867

PERKINS MARIANNE
314 CHARLES ST
READING, MA 01867

TANNIAN JOSEPH N MARGARET M TANNIAN
352 CHARLES STREET
READING, MA 01867

TELLO JOSEPH W LINDA GALANTE TELLO
353 CHARLES STREET
READING, MA 01867

VITALE GERARD JOAN VITALE
340 CHARLES ST
READING, MA 01867

WOLFE JUSTIN C WOLFE BARBARA FERRARI
311 CHARLES STREET
READING, MA 01867

505

LEGAL NOTICE



Town of Reading

Please take notice that the Board of Selectmen of the Town of Reading will hold a public hearing on June 21, 2016 at 7:50 p.m. in the Selectmen's Meeting Room, 16 Lowell Street, Reading, Massachusetts on an application for an Alcohol Restaurant Liquor License for Chipotle Mexican Grill of Colorado, LLC d/b/a Chipotle Mexican Grill, 46 Walkers Brook Road, Reading, Massachusetts.

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 June 21, 2016 to townmanager@ci.reading.ma.us

By order of
Robert W. LeLacheur
Town Manager

6.10.16

3#1

MATTHEW J. FOGELMAN
EMAIL: MJF@FOGELMANLAWFIRM.COM



189 WELLS AVENUE, NEWTON, MA 02459
PHONE: 617.559.0201 FAX:617.505.1540

June 7, 2016

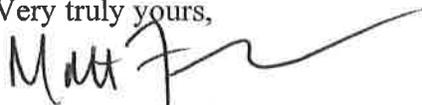
Town of Reading
Board of Selectmen
Town Hall
16 Lowell Street
Reading, MA 01867

Dear Board Members:

Enclosed please find an application for a liquor license on behalf of my client, Chipotle.

Thank you for your attention to this matter.

Very truly yours,


Matthew J. Fogelman

cc: client

5F2



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

For Reconsideration

FORM 43
MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

ABCC License Number

City/Town

Local Approval Date

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|---|--|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> Change Corporate Name |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Seasonal to Annual |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Transfer of Stock | <input type="checkbox"/> Change of License Type |
| <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> 6-Day to 7-Day License | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Wine & Malt to All Alcohol | |

Name of Licensee EIN of Licensee

D/B/A Manager

ADDRESS: CITY/TOWN: STATE ZIP CODE

Granted under Special Legislation? Yes No
 Annual or Seasonal Category: (All Alcohol; Wine & Malt; Wine, Malt & Cordials; Wine; Malt) Type: (Restaurant, Club, Package Store, General On Premises, Etc.)
 If Yes, Chapter Year

Complete Description of Licensed Premises:

Application Filed: Date & Time Advertiser: Date & Attach Publication Abutters Notified: Yes No

Licensee Contact Person for Transaction Phone:

ADDRESS: CITY/TOWN: STATE ZIP CODE

Remarks:

The Local Licensing Authorities By: _____

Alcoholic Beverages Control Commission
 Ralph Sacramone
 Executive Director

ABCC Remarks: _____

543



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

Print Form

2016 JUN -9 AM 10: 55

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

SFY

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Reading

1. LICENSEE INFORMATION:

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

B. Business Name (if different) : Chipotle Mexican Grill C. Manager of Record: Shane Wilson

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

E. Address of Licensed Premises: 46 Walkers Brook Road City/Town: Reading State: MA Zip: 01867

F. Business Phone: (781) 944-8924 G. Cell Phone:

H. Email: Licensing@chipotle.com I. Website: Chipotle.com

J. Mailing address (if different from E.): 1401 Wynkoop Street, Suite 500 City/Town: Denver State: CO Zip: 80202

2. TRANSACTION:

- Checked: 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:

- Checked: \$12 Restaurant
\$12 Hotel
\$12 Club
\$12 Veterans Club
\$12 Continuing Care Retirement Community
\$12 General On-Premises
\$12 Tavern (No Sundays)
\$15 Package Store

4. LICENSE CATEGORY:

- Checked: All Alcoholic Beverages
Wines & Malt Beverages
Wines
Malt
Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- Checked: Annual
Seasonal

575

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

NAME: Matthew J. Fogelman, ESQ.
ADDRESS: Fogelman & Fogelman; 189 Wells Avenue
CITY/TOWN: Newton STATE: MA ZIP CODE: 02459
CONTACT PHONE NUMBER: (617) 559-0201 FAX NUMBER: (617) 505-1450
EMAIL: mjf@fogelmanlawfirm.com

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises. Please note that this must be identical to the description on the Form 43. **Your description MUST include: number of floors, number of rooms on each floor, any outdoor areas to be included in licensed area, and total square footage.** i.e.: "Three story building, first floor to be licensed, 3 rooms, 1 entrance 2 exits (3200 sq ft); outdoor patio (1200 sq ft); Basement for storage (1200 sq ft). Total sq ft = 5600."

The licensed premises will be a Fast Casual Mexican Restaurant in a one story building with a main dining room (approx. 1020 SqFt.) which has 49 seats and a patio (approx. 180 SqFt.) with 10 seats for a total of 59 seats. The rest of the space will include our kitchen (approx. 620 SqFt.), storage (approx. 320 SqFt.) area and office (approx. 49 SqFt.) not accessible to the public. There is also a hallway which provides access to the bathrooms which is the remaining (approx. 259 SqFt.) of interior space. There is 1 main entrance and 2 exits to the building.

Total Square Footage: 2,268 Number of Entrances: 1 Number of Exits: 2
Occupancy Number: 78 Seating Capacity: 49 Indoor, 1 Outdoor: Total 59

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): LLC Other:

Name: Walkers Brook Crossing, LLC - Contact: Eileen Boylen Phone: (508) 431-3825

Address: 800 Boylston Street, Suite 1300 City/Town: Boston State: MA Zip: 02199

Initial Lease Term: Beginning Date Ending Date

Renewal Term: 10 Years Options/Extensions at: 2/5 Years each Years Each

Rent: \$108,864.00 Per Year Rent: \$9,072.00 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

If Yes, Landlord Entity must be listed in Question # 10 of this application.

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.

SF6

9. LICENSE STRUCTURE:

The Applicant is a(n): Other :

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

Date of Incorporation/Organization:

State of Incorporation/Organization:

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.

IMPORTANT ATTACHMENTS (4):

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 (unless they are a landlord entity)

Name	All Titles and Positions	Specific % Owned	Other Beneficial Interest
Chipotle Mexican Grill, INC	Owner	100%	Owner
M. Steven Ells	LLC Manager	0%	N/A - None
Montgomery F. Moran	LLC Manager	0%	N/A - None

*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
Chipotle Mexican Grill	<input type="text" value="\$12 Restaurant"/>	Chipotle Mexican Grill of Colorado, LLC' See Attached list of Licenses in MA ⁺
	<input type="text" value="Please Select"/>	

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*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
Chipotle Mexican Grill	Chipotle Mexican Grill, LLC; 176 Providence Highway, Dedham, MA 02026	11/12/2009	Not Renewed
Chipotle Mexican Grill	Chipotle Mexican Grill, LLC; 287 School Street, Mansfield, MA 02048	11/1/2014	Not Renewed
			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
		Please See Attached List

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 a U.S. Citizen? Yes No

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

- 1.. Are all Individual(s), 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.) For Individual(s), Shareholder(s), Member(s), Director(s) and Officer(s):

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

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16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:	\$0.00
B. Purchase Price for Business Assets:	\$0.00
C. Costs of Renovations/Construction:	\$440,197.24
D. Initial Start-Up Costs:	\$90,810.08
E. Purchase Price for Inventory:	\$290,752.00
F. Other: (Specify)	\$0.00
G: TOTAL COST	\$821,759.32
H. TOTAL CASH	\$821,759.32
I. TOTAL AMOUNT FINANCED	

IMPORTANT ATTACHMENTS (5): Any individual, LLC, corporate entity, etc. providing funds of \$50,000 or greater towards this transaction, must provide proof of the source of said funds. Proof may consist of three consecutive months of bank statements with a minimum balance of the amount described, a letter from your financial institution stating there are sufficient funds to cover the amount described, loan documentation, or other documentation.

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):

All funds are from existing corporate funds from the corporate bank account

*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
N/A - None		

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

B. Does any individual or entity listed in §17 or §18 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 (6): 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

Yes-it was an existing Macaroni Grill and will be converted into a standard Chipotle Mexican Grill layout with w main dining area, service line, open kitchen and back of house with storage, prep area and office. We will also have outdoor seating for our exclusive use.

21. ANTICIPATED OPENING DATE:

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

5/10

APPLICANT'S STATEMENT

I, M. Steven Ells the: sole proprietor; partner; corporate principal; LLC/LLP member
Authorized Signatory

of Chipotle Mexican Grill of Colorado, LLC, hereby submit this application for Chipotle Mexican Grill of Colorado, LLC
Name of the Entity/Corporation Transaction(s) you are applying for

(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: 

Date: 4/28/16

Title: LLC Manager

5/11



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

B. Business Name (dba)

C. Address

D. ABCC License Number
(If existing licensee)

E. City/Town

State

Zip Code

F. Phone Number of Premise

G. EIN of License

2. PERSONAL INFORMATION:

A. Individual Name

B. Home Phone Number

C. Address

D. City/Town

State

Zip Code

E. Social Security Number

F. Date of Birth

G. Place of Employment

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.e. percentage ownership).

LLC Manager Only.

*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)

5812



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	<input type="text" value="Chipotle Mexican Grill of CO, LLC"/>	B. Business Name (dba)	<input type="text" value="Chipotle Mexican Grill #2654"/>
C. Address	<input type="text" value="46 Walkers Brook Road"/>	D. ABCC License Number (If existing licensee)	<input type="text"/>
E. City/Town	<input type="text" value="Reading"/>	State	<input type="text" value="MA"/> Zip Code <input type="text" value="01867"/>
F. Phone Number of Premise	<input type="text" value="(781) 944-8924"/>	G. EIN of License	<input type="text"/>

2. PERSONAL INFORMATION:

A. Individual Name	<input type="text" value="Montgomery F. Moran"/>	B. Home Phone Number	<input type="text"/>
C. Address	<input type="text" value="1305 Old Tale Road"/>		
D. City/Town	<input type="text" value="Boulder"/>	State	<input type="text" value="CO"/> Zip Code <input type="text" value="80303"/>
E. Social Security Number	<input type="text"/>	F. Date of Birth	<input type="text"/>
G. Place of Employment	<input type="text" value="Chipotle Mexican Grill"/>		

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.e. percentage ownership).

*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	<input type="text" value="Montgomery F. Moran"/>	Date	<input type="text" value="4/28/16"/>
Title	<input type="text" value="LLC Manager"/>	(If Corporation/LLC Representative)	

SF13

STATE OF COLORADO)
)
COUNTY OF DENVER)

SS

AFFIDAVIT OF M. Steven Ells

I, M. Steven Ells, LLC Manager of Chipotle Mexican Grill of Colorado LLC, hereby appoint Shane Wilson as the manager of Chipotle Mexican Grill located at 46 Walkers Brook Road; Reading, MA 01867, and hereby state that Chipotle Mexican Grill of Colorado, LLC is authorized as the LLC to proceed with the Town of Reading Manager transaction.

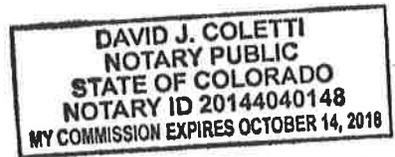
Chipotle Mexican Grill of Colorado, LLC

By: 

Subscribed and sworn to me this 28th day of April,
2016.


Notary Public

My Commission Expires: 10-14-18



5/8/14

STATE OF COLORADO)
)
COUNTY OF DENVER)

SS

AFFIDAVIT OF M. STEVEN ELLS

I, M. Steven Ells, LLC Manager of Chipotle Mexican Grill of Colorado LLC, hereby authorize and approve Chipotle Mexican Grill located at 46 Walkers Brook Road, Reading, MA 01867, to apply for an alcohol liquor license.

Chipotle Mexican Grill of Colorado, LLC

By: *ms*

Subscribed and sworn to me this 28th day of April, 2016

David J. Coletti

Notary Public

My Commission Expires: 10-14-18

DAVID J. COLETTI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144040148
MY COMMISSION EXPIRES OCTOBER 14, 2018

SF13



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 US 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. List your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

Chipotle Mexican Grill: January 2014 - Present, General Manager, 40 Walkers Brook Dr, Reading, MA

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

5/16



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	Chipotle Mexican Grill of CO, LLC	B. Business Name (dba)	Chipotle Mexican Grill #2654
C. Address	Chipotle Mexican Grill of CO, LLC	D. ABCC License Number (If existing licensee)	N/A
E. City/Town	Reading	State	MA Zip Code 01867
F. Phone Number of Premise	781-944-8924	G. EIN of License	

2. PERSONAL INFORMATION:

A. Individual Name	Shane Wilson	B. Home Phone Number	
C. Address	18 Bicentennial Drive		
D. City/Town	Nashua	State	NH Zip Code 03062
E. Social Security Number		F. Date of Birth	
G. Place of Employment	Chipotle Mexican Grill		

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.e. percentage ownership).

None - General Manager

**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 4/26/15

Title N/A (If Corporation/LLC Representative)

5 F17



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

**STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL**

CORI REQUEST FORM

**KIM S. GAINSBORO, ESQ.
CHAIRMAN**

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	N/A	LICENSEE NAME:	Chipotle Mexican Grill of Colorado, LLC	CITY/TOWN:	Reading
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APPLICANT INFORMATION

LAST NAME:	Wilson	FIRST NAME:	Shane	MIDDLE NAME:	Robert			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	N/A	PLACE OF BIRTH:	Nashua, NH					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	N/A			
MOTHER'S MAIDEN NAME:	Pyles	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	New Hampshire			
GENDER:	MALE	HEIGHT:	5	10	WEIGHT:	200	EYE COLOR:	Brown
CURRENT ADDRESS:	18 Bicentennial Drive							
CITY/TOWN:	Nashua	STATE:	NH	ZIP:	03062			
FORMER ADDRESS:	8 Emerson Rd							
CITY/TOWN:	Nashua	STATE:	NH	ZIP:	03062			

PRINT AND SIGN

PRINTED NAME:	Shane Wilson	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this 4/28/16 before me, the undersigned notary public, personally appeared Shane R. Wilson
(name of document signer), proved to me through satisfactory evidence of identification, which were NH Drivers License
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he (she) signed it voluntarily for its stated purpose.

JUDITH A. BOILEAU
 Notary Public - New Hampshire
 My Commission Expires August 22, 2017

NOTARY

DIVISION USE ONLY

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

5F18



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

**STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL**

CORI REQUEST FORM

**KIM S. GAINSBORO, ESQ.
CHAIRMAN**

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	<input type="text"/>	LICENSEE NAME:	Chipotle Mexican Grill of Colorado, LLC	CITY/TOWN:	Reading
--	----------------------	-----------------------	---	-------------------	---------

APPLICANT INFORMATION

LAST NAME:	Ells	FIRST NAME:	Matthew	MIDDLE NAME:	Steven
MAIDEN NAME OR ALIAS (IF APPLICABLE):	N/A	PLACE OF BIRTH:	Indianapolis, IN		
DATE OF BIRTH:	<input type="text"/>	SSN:	<input type="text"/>	ID THEFT INDEX PIN (IF APPLICABLE):	<input type="text"/>
MOTHER'S MAIDEN NAME:	Tutschek	DRIVER'S LICENSE #:	<input type="text"/>	STATE LIC. ISSUED:	New York
GENDER:	MALE	HEIGHT:	5	11	WEIGHT: 160
				EYE COLOR:	Blue
CURRENT ADDRESS:	40 Fifth Avenue				
CITY/TOWN:	New York	STATE:	NY	ZIP:	10011
FORMER ADDRESS:	92 Jane Street				
CITY/TOWN:	New York	STATE:	NY	ZIP:	10014

PRINT AND SIGN

PRINTED NAME:	M. Steven Ells	APPLICANT/EMPLOYEE SIGNATURE:	
----------------------	----------------	--------------------------------------	--

NOTARY INFORMATION

On this May, 16, 2016 before me, the undersigned notary public, personally appeared M. Steven Ells
(name of document signer), proved to me through satisfactory evidence of identification, which were Driver's license
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

**DAVID J. COLETTI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144040148
MY COMMISSION EXPIRES OCTOBER 14, 2018**

NOTARY

DIVISION USE ONLY

REQUESTED BY:	<input type="text"/>
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

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

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

**STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL**

CORI REQUEST FORM

**KIM S. GAINSBORO, ESQ.
CHAIRMAN**

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	<input type="text"/>	LICENSEE NAME:	Chipotle Mexican Grill of Colorado, LLC	CITY/TOWN:	Reading
--	----------------------	-----------------------	---	-------------------	---------

APPLICANT INFORMATION

LAST NAME:	Moran	FIRST NAME:	Montgomery	MIDDLE NAME:	Frederick
MAIDEN NAME OR ALIAS (IF APPLICABLE):	N/A	PLACE OF BIRTH:	New Port, RI		
DATE OF BIRTH:	<input type="text"/>	SSN:	<input type="text"/>	ID THEFT INDEX PIN (IF APPLICABLE):	<input type="text"/>
MOTHER'S MAIDEN NAME:	BiRong	DRIVER'S LICENSE #:	<input type="text"/>	STATE LIC. ISSUED:	Colorado
GENDER:	MALE	HEIGHT:	6	4	WEIGHT: 198
				EYE COLOR:	Green
CURRENT ADDRESS:	1305 Old Tale Road				
CITY/TOWN:	Boulder	STATE:	CO	ZIP:	80303
FORMER ADDRESS:	7705 Fairview Road				
CITY/TOWN:	Boulder	STATE:	CO	ZIP:	80303

PRINT AND SIGN

PRINTED NAME:	Montgomery F. Moran	APPLICANT/EMPLOYEE SIGNATURE:	
----------------------	---------------------	--------------------------------------	--

NOTARY INFORMATION

On this May 16, 2016 before me, the undersigned notary public, personally appeared Montgomery F. Moran (name of document signer), proved to me through satisfactory evidence of identification, which were Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

**DAVID J. COLETTI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144040148
MY COMMISSION EXPIRES OCTOBER 14, 2018**

NOTARY

DIVISION USE ONLY

REQUESTED BY:	<input type="text"/>
<small>SIGNATURE OF CORI AUTHORIZED EMPLOYEE</small>	

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

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Store Code	License Number	Store Street 1	Site Street City Name	Site Street State Code	Site Street Zip
870	LIQL/68000059/870/	616 Fellsway	Medford	MA	02155-4959
2667	LIQL/tbd/2667	51 Warren Street	Randolph	MA	02368
2016	LIQL/8200022/2016/	301 Great Rd	Bedford	MA	01730-2802
2194	LIQS/109400078/2194	35 Highland Ave	Seekonk	MA	02771-5805
1814	LIQL/7000326/1814/	793 Iyannough Rd Spc N-101B	Hyannis	MA	02601-5027
1855	LIQS/NO NUMBER/1855/	349 State Road	North Dartmouth	MA	02747
1693	LIQS/48200056/1693/	334 Russell St	Hadley	MA	01035-9539
1806	LIQS/125600036/1806/	450 Paradise Rd	Swampscott	MA	01907-1300
1425	LIQL/No # on License/1425/	93 Turnpike St	North Andover	MA	01845-5032
1676	LIQL/144200054/1676/	174 Littleton Rd	Westford	MA	01886-3191
1406	LIQL/52800055/1406/	92 Derby St Ste 100	Hingham	MA	02043-4212
1250	LIQL/115/1250/	300 Needham St Spc 107.2	Newton	MA	02464-1532
1267	LIQL/111600069/1267/	97 Boston Tpke	Shrewsbury	MA	01545-3602
1211	LIQL/LIQ080033/1211/	1 Worcester Rd Unit 523	Framingham	MA	01701-5359
1260	LIQL/91400064/1260/	1415 Boston Providence Tpke	Norwood	MA	02062-8002
1114	LIQS/95600126/1114/	210 Andover St Unit E194A	Peabody	MA	01960-1649
1108	LIQS/143800057/1108/	1 Oak St	Westborough	MA	01581-2655

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Date	Hearing Date	Jurisdiction (State)	Authority	Restaurant	Type of Violation	Entity	Remedy	Grand Total
12/12/2003	12/12/2003	Colorado	City of Federal Heights	(25-0089) 104th & Federal	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$200.00 and 10 days suspension for 2 violations (10/10/03 & 12/12/03)	\$ 200.00
6/5/2001	7/23/2001	Virginia	Virginia Dept. of Alcoholic Beverage Control	(45-0104) Crystal City	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$2,000.00.	\$ 2,000.00
10/10/2003	10/10/2003	Illinois	City of Chicago	(12-0144) Ontario	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$500.00	\$ 500.00
11/23/2001	11/23/2001	Ohio	Ohio Liquor Control Commission	(34-0181) Arena District	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$500.00	\$ 500.00
8/4/2003	8/4/2003	Minnesota	City of Maple Grove	(72-0019) Arbor Lakes	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$2000.00	\$ 2,000.00
2/6/2004	2/6/2004	DC	DC Government	(08-0122) M Street	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$1,000.00	\$ 1,000.00
4/2/2004	4/2/2004	Illinois	City of Rolling Meadows	(12-0404) Rolling Meadows	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$500.00	\$ 500.00
6/24/2003	6/24/2003	Illinois	Illinois Liquor Control Commission	(12-0321) La Grange	90 days of invoices not on premises	Chipotle Mexican Grill, Inc.	Paid fine of \$100.00	\$ 100.00
11/22/2002	11/22/2002	California	California Dept. of Alcoholic Beverage Control	(04-0159) Hillcrest	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$750.00	\$ 750.00
12/11/2004	12/11/2004	Texas	TABC	(42-0163) Willowbrook	Sale to a minor	Chipotle Texas, LLC	Paid fine of \$450.00	\$ 450.00
4/1/2001	7/10/2001	Minnesota	City of St. Cloud	(72-0028) Gateway Village	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Signed stipulation et to facts and agreed to pay \$500 civil penalty	\$ 500.00
10/7/2000	10/7/2000	Colorado	State of Colorado	(05-0059) Parker	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine in lieu of suspension \$200.00	\$ 200.00
3/23/2004	3/23/2004	Virginia	Virginia Dept. of Alcoholic Beverage Control	(45-0317) Manassas	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$2000.00	\$ 2,000.00
5/3/2003	5/3/2003	Minnesota	City of Minneapolis	(22-186) Minneapolis Stryway	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$1,000.00	\$ 1,000.00
3/24/2002	3/24/2002	Minnesota	City of Plymouth	(12-0196) Plymouth	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$500.00 and 5 days suspension Civil penalty of \$1500 imposed, of which \$1000 was stayed if no further violations for one year	\$ 800.00
3/29/2000	3/29/2000	Minnesota	City of Maple Grove	(22-0019) Arbor Lakes	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC		\$ 1,500.00
3/17/2004	3/17/2004	Colorado	City of Colorado Springs	(25-0067) Tejon	Sale to a minor	Chipotle Mexican Grill, Inc.	Admission of guilt given 5/13/04; Written warning given by city	\$ -
5/18/2003	3/18/2003	Ohio	Ohio Liquor Control Commission	(34-0022) Blacklick	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$500.00	\$ 500.00
6/2/2004	6/2/2004	Texas	TABC	(42-0408) College Station	Sale to a minor	Chipotle Texas, LLC	Paid fine of \$1,050.00	\$ 1,050.00
8/19/2002	8/29/2002	California	California Dept. of Alcoholic Beverage Control	(04-0227) Woodland Hills	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$750.00	\$ 750.00
10/10/2003	10/10/2003	Colorado	City of Federal Heights	(25-0089) 104th & Federal	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$200.00 and 10 days suspension for 2 violations (10/10/03 & 12/12/03)	\$ 200.00
3/18/2003	3/18/2003	Minnesota	City of Minneapolis	(22-186) Minneapolis Stryway	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$500.00	\$ 500.00
9/7/2002	9/7/2002	Ohio	Ohio Liquor Control Commission	(34-0081) ODU	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$100.00	\$ 100.00
1/22/2003	1/22/2003	Minnesota	City of Minneapolis	(22-0268) 7 Corners	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$500.00	\$ 500.00
9/8/2001	9/8/2001	Ohio	Ohio Liquor Control Commission	(34-0083) ODU	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$500.00	\$ 500.00
3/1/2001	3/1/2001	Colorado	City of Colorado Springs	(05-0040) Union & Academy	Sale to a minor	Chipotle Mexican Grill, Inc.	Admission of guilt given 4/20/01; Written warning given by city	\$ -
12/10/2001	12/10/2001	Ohio	Ohio Liquor Control Commission	(34-0022) Blacklick	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$500.00	\$ 500.00
12/13/2005		Minnesota	City of Burnsville	(22-0265) Burnhaven	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Warning	\$ -
7/31/2004	7/31/2004	Illinois	Village of Vernon Hills	(12-0187) Vernon Hills	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$300.00	\$ 300.00
2/6/2004	2/6/2004	DC	DC Government	(08-0102) Woodley Park	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$1,000.00	\$ 1,000.00
12/13/2004	2/13/2005	Texas	TABC	(42-0344) Park & Preston	Sale to a minor	CHG-Perk & Preston Club, Inc.	Paid fine of \$750.00	\$ 750.00
4/7/2006	4/7/2006	Kansas	Kansas Dept. of Revenue - ABC Division	(15-0034) Mass Ave	Serving without an Employee Permit	Chipotle Mexican Grill of Kansas, LLC	Paid fine of \$100.00	\$ 100.00
12/8/2005	12/8/2005	Minnesota	City of Eden Prairie	(22-0338) Eden Prairie	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$500.00	\$ 500.00
2/9/2005	2/9/2005	Virginia	Virginia Dept. of Alcoholic Beverage Control	(45-0106) Crystal City	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$2500.00	\$ 2,500.00
2/22/2005	2/22/2005	Virginia	Virginia Dept. of Alcoholic Beverage Control	(45-0285) Reston	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$1,000.00	\$ 1,000.00
1/27/2006	1/27/2006	Texas	TABC	(42-0171) Forum	Sale to a minor	Chipotle Texas, LLC	Paid fine of \$1200.00	\$ 1,200.00
2/11/2005	2/11/2005	DC	DC Government	(08-0180) Dupont Circle	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$1000.00	\$ 1,000.00
9/17/2005	9/17/2005	California	California Dept. of Alcoholic Beverage Control	(04-0629) CS Hemetbridge	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$750.00	\$ 750.00
5/23/2006	12/20/2006	California	California Dept. of Alcoholic Beverage Control	(04-0233) Redlands	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$750.00	\$ 750.00
1/31/2006	1/31/2006	Virginia	Virginia Dept. of Alcoholic Beverage Control	(45-0525) Short Pump	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$2000.00	\$ 2,000.00
2/24/2006	2/24/2006	Minnesota	City of Minneapolis	(22-0268) 7 Corners	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid \$500.00 in fine.	\$ 500.00
4/8/2006	10/17/2006	Ohio	Ohio Liquor Control Commission	(34-0029) Perimeter Mall	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid \$800.00 in fine.	\$ 800.00
8/2/2006	1/2/2007	Minnesota	City of Crystal	(22-0764) Crystal	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$750.00 and 1 day suspension	\$ 750.00
7/12/2006	7/12/2006	Texas	TABC	(42-0093) Trinity Commons	Failure to post Public Information sign.	Chipotle Texas, LLC	Warning	\$ -
7/21/2006	7/10/2007	Ohio	Ohio Liquor Control Commission	(34-0039) Grove City	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	8/9/07 Paid \$500.00 in fine	\$ 500.00
6/1/2006	8/18/2006	Illinois	City of Elmhurst	(12-0498) Elmhurst	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$350.00	\$ 350.00
8/5/2006	6/23/2006	Texas	TABC	(42-0880) North Dallas	Sale to a minor	Chipotle Texas, LLC	Restrained w/o penalty	\$ -
8/8/2006	11/1/2006	Kansas	Kansas Dept. of Revenue - ABC Division	(15-0336) 135th & Metcalf	Failure to register employees with in 5	Chipotle Mexican Grill of Kansas, LLC	Paid fine of \$100.00	\$ 100.00
8/18/2006	6/23/2006	Oregon	Oregon Liquor Control Commission	(06-0012) Beaverton	Sale to a minor	Chipotle Mexican Grill, Inc.	Pay fine of \$900.00	\$ 900.00
9/8/2006	2/19/2007	Kansas	Kansas Dept. of Revenue - ABC Division	(15-0356) 95th and Quivira	Sale to a minor	Chipotle Mexican Grill of Kansas, LLC	Paid fine of \$100.00	\$ 100.00
10/3/2006	2/14/2007	Kansas	Kansas Dept. of Revenue - ABC Division	(15-0546) Rock Road	Sale to a minor	Chipotle Mexican Grill of Kansas, LLC	Violation dismissed	\$ -
8/5/2006	8/23/2006	Texas	TABC	(42-0665) North Dallas	Sale to a minor	Chipotle Texas, LLC	Restrained w/o penalty	\$ -
11/20/2006	2/26/2007	Virginia	Virginia Dept. of Alcoholic Beverage Control	(45-0325) Ballston	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$2,500.00	\$ 2,500.00
10/28/2006	2/9/2007	Wisconsin	City of Brookfield	(48-0558) Bluemound	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$424.00	\$ 424.00
11/9/2006	2/8/2007	DC	DC Government	(08-0190) Dupont Circle	No ABC manager	Chipotle Mexican Grill, Inc.	Paid fine of \$250.00	\$ 250.00
1/15/2007	6/5/2007	California	California Dept. of Alcoholic Beverage Control	(04-0200) Howe & Arden	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$750.00	\$ 750.00
1/19/2007	8/9/2007	DC	DC Government	(08-0122) M Street	Violation 1: Sale to a minor; Violation 2: Sale to a minor	Chipotle Mexican Grill, Inc.	6/18/07 Paid \$4000.00 in fine & 12 days suspension	\$ 4,000.00
1/24/2007	2/20/2007	Kansas	Kansas Dept. of Revenue - ABC Division	(15-0546) Rock Road	Sale to a minor	Chipotle Mexican Grill of Kansas, LLC	Paid fine of \$200.00	\$ 200.00
3/22/2007	5/23/2007	Texas	TABC	(42-0374) Woodlands	Failure to pay County fee	Chipotle Texas, LLC	Warning	\$ -
1/27/2007	4/19/2007	Indiana	Indiana Alcohol And Tobacco Commission	(13-0690) Purdue University	Serving without an Employee Permit	Chipotle Mexican Grill of Colorado, LLC	Deferred Judgment for 1 yr	\$ -
2/21/2007	10/31/2007	Illinois	Illinois Liquor Control Commission	(12-0322) Westmont	Sale to a minor	Chipotle Mexican Grill, Inc.	Fined for \$500, credit of \$520 paid to the City; No fine paid	\$ 520.00
2/21/2007	6/29/2007	Illinois	Village of Westmont	(12-0322) Westmont	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine to the City in the amount of \$530.00	\$ 530.00
4/6/2007	5/8/2007	Texas	TABC	(42-0060) Preston Forest	Open Saloon (Dry Site) violation	Chipotle Texas, LLC	Paid fine of \$450.00	\$ 450.00
6/1/2007	8/16/2007	Colorado	Town of Parker	(05-0719) Crown Point	Sale to a minor	Chipotle Mexican Grill, Inc.	Received warning	\$ -
5/11/2007	10/18/2007	Ohio	Ohio Liquor Control Commission	(34-0538) Georgetown	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$500.00	\$ 500.00
5/8/2007	8/23/2007	Ohio	Ohio Liquor Control Commission	(34-0232) Tri-County	Illegal Possession of Beer (selling without	Chipotle Mexican Grill of Colorado, LLC	9/14/07 Paid \$200.00 in fine.	\$ 200.00
3/18/2007	5/10/2007	Illinois	City of DeKalb	(12-0794) DeKalb Hill	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$810.00	\$ 810.00
4/10/2007	5/3/2007	Texas	City of McKinney	(42-0633) Eldorado	Failure to pay City fee	Chipotle Texas, LLC	Jim Adams office paid \$415 in fine (Renewal filed by his office was lost)	\$ 415.00
5/12/2007	10/16/2007	Ohio	Ohio Liquor Control Commission	(34-0084) Kingsdale	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fines of \$500.00	\$ 500.00
4/6/2007	5/8/2007	Texas	TABC	(42-0060) Preston Forest	Open Saloon (Dry Site) violation	Chipotle Texas, LLC	Paid fine of \$450.00	\$ 450.00
8/24/2007		Ohio	Ohio Liquor Control Commission	(34-0767) Dublin Gramville	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	In Process	\$ -
8/23/2007	12/6/2007	Kansas	Kansas Dept. of Revenue - ABC Division	(15-0356) 95th and Quivira	Sale to a minor	Chipotle Mexican Grill of Kansas, LLC	Paid fine of \$500.00	\$ 500.00

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6/4/2007	6/24/2007	Virginia	Virginia Dept. of Alcoholic Beverage Control	45-0289	Reston	Failure to post ABC Manager name post	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$1,000.00	\$ 1,000.00
9/19/2007	11/14/2007	Colorado	Town of Castle Rock	05-1049	Castle Rock Shoppes	Sale to a minor	Chipotle Mexican Grill, Inc.	One day suspension with 3 days held in abeyance for one year.	\$ -
9/18/2007		Illinois	Illinois Liquor Control Commission	12-0809	Madison State	Pre-mixed drink receptacle cleaning rec	Chipotle Mexican Grill, Inc.	Paid fine of \$150.00	\$ 150.00
9/20/2007	7/4/2008	Ohio	Ohio Liquor Control Commission	34-0000	Crosswoods	Sale to a minor by a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$750.00	\$ 750.00
10/23/2007		Illinois	Illinois Liquor Control Commission	12-0091	Franklin	Pre-mixed drink receptacle cleaning rec	Chipotle Mexican Grill, Inc.	Paid fine of \$150.00	\$ 150.00
11/28/2007	6/17/2008	California	California Dept. of Alcoholic Beverage Control	04-1056	Poway	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$750.00	\$ 750.00
11/30/2007	6/28/2008	California	California Dept. of Alcoholic Beverage Control	09-0107	La Jolla Village	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$500.00	\$ 500.00
12/23/2007	1/30/2008	Illinois	City of Oakbrook Terrace	12-0270	Oakbrook	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$350.00	\$ 350.00
12/4/2007		Illinois	Illinois Liquor Control Commission	12-0484	River North	Pre-mixed drink receptacle cleaning rec	Chipotle Mexican Grill, Inc.	Charge Dismissed	\$ -
1/31/2008	6/4/2008	Georgia	DeKalb County Police Department	10-0485	Toco Hills	No Employee permits for Serving Alcohol Employees Individually	Chipotle Mexican Grill, Inc.	Paid fine of \$150.00	\$ 150.00
3/6/2008		Illinois	Illinois Liquor Control Commission	12-0144	Ontario	Pre-mixed drink receptacle cleaning rec	Chipotle Mexican Grill, Inc.	Paid fine of \$500.00	\$ 500.00
4/28/2008	6/27/2008	Minnesota	City of Wayzata	22-0884	Wayzata	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$500.00	\$ 500.00
4/1/2008		Illinois	Illinois Liquor Control Commission	12-0659	280 W. Monroe	Pre-mixed drink receptacle cleaning rec	Chipotle Mexican Grill, Inc.	Paid fine of \$150.00	\$ 150.00
4/17/2008	6/26/2008	California	California Dept. of Alcoholic Beverage Control	04-0936	Redding	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$750.00	\$ 750.00
3/24/2008		Illinois	Illinois Liquor Control Commission	12-0340	Michigan and Wachter	Violation 1: Pre-mixed drink receptacle	Chipotle Mexican Grill, Inc.	Paid fine of \$400.00	\$ 400.00
8/6/2008	1/15/2009	Minnesota	City of Blaine	22-0630	Blaine	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$500.00 and served 2 day suspension	\$ 500.00
9/24/2008	8/9/2008	Minnesota	City of Elk River	22-0825	Elk River	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$500.00	\$ 500.00
6/17/2008	7/10/2008	Maryland	Montgomery County, Board of License Commissioners	19-0044	Bethesda, MD	No Awareness Certificate	Chipotle Mexican Grill of Maryland, LLC	Paid fine of \$500.00	\$ 500.00
5/27/2008	12/16/2008	Minnesota	City of Crystal	22-0764	Crystal	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$1,500.00 & served 3 day suspension	\$ 1,500.00
7/25/2008	1/21/2009	Nebraska	Nebraska Liquor Control Commission	70-0707	Baker Square	Sale to a minor	Chipotle Mexican Grill, Inc.	Warning	\$ -
9/23/2008		Iowa	City of West Des Moines	14-1162	Valley West Mall	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$500.00	\$ 500.00
9/25/2008		Iowa	City of West Des Moines	14-1162	Valley West Mall	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Warning	\$ -
9/24/2008	11/4/2008	Virginia	Virginia Dept. of Alcoholic Beverage Control	45-0506	Vienna	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$2,000.00	\$ 2,000.00
9/24/2008		Colorado	City of Federal Heights	05-0009	104th & Federal	Sale to a minor	Chipotle Mexican Grill, Inc.	5 days suspension - 2 days served - 3 days held in abeyance for 1 year.	\$ -
11/12/2008	1/5/2009	Minnesota	City of Maple Grove	22-1116	Maple Grove	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$2,000.00 & served 2 day suspension	\$ 2,000.00
10/15/2008		Kansas	Kansas Dept of Revenue - ABC Division	15-0836	Wanamaker	Sale to a minor	Chipotle Mexican Grill of Kansas, LLC	Deferred Judgment for 1 yr	\$ -
11/10/2008	12/7/2008	Minnesota	City of Plymouth	22-0196	Plymouth	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$500 and served 5 days suspension for 3 years	\$ 500.00
10/9/2008	10/9/2008	Illinois	City of South Elgin	12-0383	South Elgin	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid \$1000.00 in fine	\$ 1,000.00
12/2/2008		Minnesota	City of Apple Valley	22-0033	Apple Valley	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$500.00	\$ 500.00
12/12/2008	5/5/2009	Missouri	Missouri Alcohol & Tobacco Control	24-1027	Columbia East	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$200.00	\$ 200.00
12/19/2008	3/4/2009	California	California Dept. of Alcoholic Beverage Control	04-0132	Merina Dal Rey	Sale to a minor	Chipotle Mexican Grill, Inc.	10 day suspension with all 10 days held in abeyance for 1 year.	\$ -
11/18/2008		Illinois	Illinois Liquor Control Commission	12-0209	Deerfield	90 days of invoices not on premises	Chipotle Mexican Grill, Inc.	Warning	\$ -
1/14/2009	2/3/2009	Minnesota	City of Plymouth	22-0196	Plymouth	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$1,000 and served 5 days suspension for 3 years	\$ 1,000.00
1/31/2009		Texas	TABC	43-0833	Deerbrook	Sale to a minor	Chipotle Texas, LLC	Paid fine of \$1,800.00	\$ 1,800.00
12/18/2008		Virginia	Commonwealth of Virginia	45-0218	Fredericksburg	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$2,000.00	\$ 2,000.00
1/14/2009		Illinois	Illinois Liquor Control Commission	12-0413	Kenmore	Pre-mixed drink receptacle cleaning rec	Chipotle Mexican Grill, Inc.	Paid fine of \$150.00	\$ 150.00
8/23/2009		Virginia	Commonwealth of Virginia	45-0462	Sammit	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$2,000.00	\$ 2,000.00
2/19/2009		Maryland	Montgomery County, Board of License Commissioners	19-0104	Rockville Pike	Violation 1: Sale to a minor, Violation 2:	Chipotle Mexican Grill of Maryland, LLC	Paid fine of \$1,500.00	\$ 1,500.00
2/9/2009		Kansas	Kansas Dept of Revenue - ABC Division	15-0547	Hillside	Sale to a minor	Chipotle Mexican Grill of Kansas, LLC	Deferred Judgment for 1 yr	\$ -
3/25/2009	5/18/2009	Colorado	Douglas County Commissioners	05-0753	Wildcat	Sale to a minor	Chipotle Mexican Grill, Inc.	3 days suspension	\$ -
1/27/2009		Illinois	Illinois Liquor Control Commission	12-0848	Bloomington	90 days of invoices not on premises	Chipotle Mexican Grill, Inc.	Paid fine of \$200.00	\$ 200.00
5/4/2009		Illinois	Illinois Liquor Control Commission	12-0399	Algonquin	90 days of invoices not on premises	Chipotle Mexican Grill, Inc.	Paid fine of \$200	\$ 200.00
3/11/2009		Illinois	Illinois Liquor Control Commission	12-0208	Barrington Road	Pre-mixed drinks not destroyed weekly	Chipotle Mexican Grill, Inc.	Paid fine of \$250.00	\$ 250.00
4/13/2009		Illinois	Illinois Liquor Control Commission	12-0248	Michigan and Wachter	Pre-mixed drink receptacle cleaning rec	Chipotle Mexican Grill, Inc.	Paid fine of \$150.00	\$ 150.00
5/4/2009		Illinois	City of Deerfield	12-0009	Deerfield	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$1,500.00	\$ 1,500.00
4/16/2009		Illinois	Illinois Liquor Control Commission	12-0170	Oakbrook	90 days of invoices not on premises	Chipotle Mexican Grill, Inc.	Paid fine of \$200.00	\$ 200.00
5/5/2009		Texas	TABC	43-0396	Telecom Corridor	Sale to a minor	Chipotle Texas, LLC	Paid fine of \$200.00	\$ 200.00
4/24/2009	7/10/2009	Oregon	Oregon Liquor Control Commission	36-0846	Washington Square	Sale to a minor	Chipotle Mexican Grill, Inc.	Pay fine of \$1980.00	\$ 1,980.00
5/6/2009		Texas	TABC	43-0396	Telecom Corridor	Sale to a minor	Chipotle Texas, LLC	Restrained w/o penalty	\$ -
5/23/2009	12/15/2009	Nebraska	Nebraska Liquor Control Commission	26-0450	West Maple	Sale to a minor	Chipotle Mexican Grill, Inc.	Pay fine of \$609.00	\$ 609.00
5/11/2009		Illinois	Illinois Liquor Control Commission	12-0899	W. Dundee	90 days of invoices not on premises	Chipotle Mexican Grill, Inc.	Paid fine of \$200.00	\$ 200.00
6/22/2009		Virginia	Commonwealth of Virginia	45-0194	Rosedyn	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$2,000	\$ 2,000.00
7/6/2009		Illinois	Illinois Liquor Control Commission	12-0784	DeKalb HWY	Advertised Brands Not Available	Chipotle Mexican Grill, Inc.	Paid Fine \$250.00	\$ 250.00
6/20/2009	8/25/2009	Missouri	City of Independence	24-0395	Independence	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	2 day suspension, No option of fine in independence	\$ -
7/13/2009		Illinois	Illinois Liquor Control Commission	12-0255	Fairview Heights	Pre-mixed drink receptacle not clean	Chipotle Mexican Grill, Inc.	Paid a fine of \$250.00	\$ 250.00
8/28/2009	10/6/2009	Colorado	Commerce City	05-0162	Commerce City	Sale to a minor	Chipotle Mexican Grill, Inc.	5 day suspension with \$200.00 fine paid in lieu of 2 days of the suspension & 3 days held in abeyance for 1 year.	\$ 200.00
7/7/2009	7/29/2009	Washington	Washington State Liquor Control Board	44-0718	Issaquah	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$500.00	\$ 500.00
1/6/2010		Virginia	Commonwealth of Virginia	45-0217	Manassas	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$2000.00	\$ 2,000.00
8/19/2009		Ohio	Ohio Liquor Control Commission	34-0629	Grove City	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$750.00	\$ 750.00
9/10/2009		California	California Dept. of Alcoholic Beverage Control	04-1018	Foothill Farms	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$750.00	\$ 750.00
10/15/2009		Illinois	Village of Oswego	12-1134	Oswego	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid Fine of \$500.00	\$ 500.00
11/4/2009		Illinois	Illinois Liquor Control Commission	12-0036	Broadway	Pre-mixed drink receptacle cleaning rec	Chipotle Mexican Grill, Inc.	Paid fine of \$150.00	\$ 150.00
1/22/2010		Indiana	Indiana Alcohol And Tobacco Commission	13-0554	College Plaza	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid Fine of \$500.00	\$ 500.00
2/18/2010	3/18/2010	Colorado	City of Loveland	05-0780	Loveland Factory Shoppes	Failure to register a manager with in 30	Chipotle Mexican Grill, Inc.	5 day suspension with \$200.00 fine paid in lieu of 3 days of the suspension & 2 days held in abeyance for 1 year.	\$ 200.00
11/16/2009		Minnesota	City of Blaine	22-0630	Blaine	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid Fine \$1000.00	\$ 1,000.00
2/25/2010		Virginia	Commonwealth of Virginia	45-0879	Burke Centre	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid Fine of \$2,000	\$ 2,000.00
2/11/2010		Illinois	Illinois Liquor Control Commission	12-0308	Diversity	Violation 1: Pre-mixed drink receptacle	Chipotle Mexican Grill, Inc.	Paid fine of \$450.00	\$ 450.00
4/20/2010		Minnesota	City of Minneapolis	22-0263	Nicollet Mall	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid Fine of \$500.00	\$ 500.00
2/17/2010	3/17/2010	Massachusetts	City of Medford	30-0870	Medford	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Warning	\$ -
2/16/2010	12/15/2010	Missouri	Missouri Alcohol & Tobacco Control	24-0395	Independence	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid Fine \$200	\$ 200.00
2/26/2010	5/6/2010	Missouri	City of Independence	24-0395	Independence	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	4 day suspension, No option of fine in independence	\$ -
2/26/2010	3/3/2010	Alabama	Alabama Alcoholic Beverage Control	01-0989	Bama	Violation 1: Sale to a minor, Violation 2:	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$750.00	\$ 750.00
4/29/2010		Minnesota	City of Minneapolis	22-0186	Minneapolis Skyway	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid Fine of \$500.00	\$ 500.00
5/7/2010		Kansas	Kansas Dept of Revenue - ABC Division	15-0748	Southgate	Failure to maintain liquor invoices	Chipotle Mexican Grill of Kansas, LLC	In Process	\$ -
4/17/2010		Virginia	Commonwealth of Virginia	45-1249	Virginia Gateway	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid Fine of \$2,000	\$ 2,000.00

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4/28/2010	6/21/2010	Illinois	Village of Wheeling	(12-0885) Wheeling	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$570.00	\$ 570.00
6/7/2010	Washington	Washington State Liquor Control Board	(46-0740) Redmond	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$500.00	\$ 500.00	
6/25/2010	9/15/2010	Colorado	City of Boulder	(05-0894) 29th Street	Sale to a minor	Chipotle Mexican Grill, Inc.	5 day suspension	\$ -
6/14/2010	9/29/2010	Illinois	Village of Westmont	(12-0322) Westmont	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid Fine of \$520	\$ 520.00
7/14/2010	California	California Dept. of Alcoholic Beverage Control	(04-0653) Fremont	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$750.00	\$ 750.00	
9/15/2010	12/7/2010	Kansas	Kansas Dept of Revenue - ABC Division	(15-0381) Glenwood	Sale to a minor	Chipotle Mexican Grill of Kansas, LLC	Paid Fine \$300, attended training class	\$ 300.00
8/7/2010	Minnesota	City of Minneapolis	(22-0165) Minneapolis Hennepin	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid Fine of \$500.00	\$ 500.00	
9/23/2010	11/17/2010	Illinois	Illinois Liquor Control Commission	(13-0199) W. Dundee	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid Fine of \$500.00	\$ 500.00
8/26/2010	Virginia	Commonwealth of Virginia	(45-1361) JMU	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid Fine of \$2,000.00	\$ 2,000.00	
9/23/2010	11/17/2010	Illinois	Village of West Dundee	(12-0199) W. Dundee	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid Fine of \$591.50	\$ 591.50
10/10/2010	12/17/2010	Colorado	City of Colorado Springs	(05-0067) Tejon	Permitted unsealed alcohol to leave per	Chipotle Mexican Grill, Inc.	5 day hold in abeyance 1 year. No fine	\$ -
11/16/2010	Illinois	Illinois Liquor Control Commission	(12-1148) Crystal Lake	Pre-mixed drinks not destroyed weekly	Chipotle Mexican Grill, Inc.	Paid Fine of \$250.00	\$ 250.00	
11/17/2010	6/6/2011	Colorado	City of Greenwood Village	(05-0005) Arapahoe	Sale to a minor	Chipotle Mexican Grill, Inc.	4 days held in abeyance. Fine pd in lieu of 3 day suspension.	\$ 200.00
12/5/2010	Illinois	Illinois Liquor Control Commission	(12-1437) Libertyville	Unlabeled store pour container	Chipotle Mexican Grill, Inc.	Paid Fine of \$75.00	\$ 75.00	
10/13/2010	Illinois	Illinois Liquor Control Commission	(12-0209) Deerfield	Unlabeled store pour container	Chipotle Mexican Grill, Inc.	Paid Fine of \$75.00	\$ 75.00	
12/20/2010	2/2/2011	Wisconsin	City of Mount Pleasant	(48-0549) Racine	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid Fine of \$303.00	\$ 303.00
12/21/2010	Illinois	Village of Oswego	(12-1194) Oswego	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid Fine of \$750.00	\$ 750.00	
11/17/2010	Illinois	Illinois Liquor Control Commission	(13-0199) Algonquin	Unlabeled store pour container	Chipotle Mexican Grill, Inc.	Paid Fine of \$75.00	\$ 75.00	
3/15/2011	Illinois	Illinois Liquor Control Commission	(12-1137) Oak Lawn	Pre-mixed drink receptacle cleaning rec	Chipotle Mexican Grill, Inc.	Paid fine of \$150.00	\$ 150.00	
3/10/2011	7/13/2011	Illinois	City of Elmhurst	(12-0498) Elmhurst	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid Fine of \$1000.00	\$ 1,000.00
2/16/2011	4/18/2011	Colorado	City of Loveland	(05-0780) Loveland Factory Shops	Failure to register a manager with in 30	Chipotle Mexican Grill, Inc.	DISMISSED	\$ -
3/29/2011	Illinois	Illinois Liquor Control Commission	(12-1003) Fairview Heights	90 days of invoices not on premises	Chipotle Mexican Grill, Inc.	Paid Fine of \$100.00	\$ 100.00	
1/25/2011	Minnesota	City of Brooklyn Park	(22-0514) Brooklyn Park	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid Fine of \$200.00	\$ 200.00	
5/19/2011	5/31/2011	Illinois	City of South Elgin	(12-0143) South Elgin	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid Fine of \$1000.00	\$ 1,000.00
4/7/2011	Washington	Washington State Liquor Control Board	(46-0778) Issaquah	Sale to a minor	Chipotle Mexican Grill, Inc.	7 day suspension	\$ -	
5/18/2011	6/20/2011	Minnesota	City of Maple Grove	(22-1116) Maple Grove	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$2,000.00 & served 5 day suspension	\$ 2,000.00
5/27/2011	California	California Dept. of Alcoholic Beverage Control	(04-1591) Sand City II	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$750.00	\$ 750.00	
5/18/2011	6/20/2011	Minnesota	City of Maple Grove	(22-0028) Arbor Lakes	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$200.00 & served 2 day suspension	\$ 2,000.00
5/31/2011	Virginia	Commonwealth of Virginia	(45-0117) Manassas	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$1,000.00	\$ 1,000.00	
4/13/2011	10/11/2011	Kansas	Kansas Dept of Revenue - ABC Division	(15-0691) Legends	Sale to a minor	Chipotle Mexican Grill of Kansas, LLC	paid fine \$500.00	\$ 500.00
6/13/2011	Minnesota	City of Plymouth	(22-0196) Plymouth	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$2,000.00 and stayed 10 days suspension.	\$ 2,000.00	
6/10/2011	Texas	TABC	(43-0176) Woodlands	Sale to a minor	Chipotle Texas, LLC	Paid fine of \$2400	\$ 2,400.00	
6/30/2011	Minnesota	City of Minneapolis	(22-0021) Stadium Village	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid Fine of \$500.00	\$ 500.00	
7/1/2011	9/21/2011	Colorado	City of Boulder	(05-0894) 29th Street	Sale to a minor	Chipotle Mexican Grill, Inc.	39 days suspension - 19 served and 20 days held in abeyance for 1 year.	\$ -
7/5/2011	9/8/2011	Colorado	City of Lakewood	(05-0896) Union Reno	Sale to a minor	Chipotle Mexican Grill, Inc.	Pd fine \$200.00	\$ 200.00
7/5/2011	9/9/2011	Colorado	City of Lakewood	(05-0508) Colorado Mills	Sale to a minor	Chipotle Mexican Grill, Inc.	Pd fine \$200.00	\$ 200.00
7/11/2011	Texas	TABC	(42-1252) Cooper	Sale to a minor	Chipotle Texas, LLC	5 days held in abeyance pd \$1500.00 and took liquor class.	\$ 1,500.00	
8/4/2011	9/15/2011	Illinois	Village of Bloomingdale	(12-0658) Bloomingdale	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid Fine of \$500.00	\$ 500.00
7/19/2011	Minnesota	City of Minneapolis	(22-1571) 200 South Sixth	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid Fine of \$500.00	\$ 500.00	
7/25/2011	10/11/2011	Kansas	Kansas Dept of Revenue - ABC Division	(15-1302) Wichita East	Sale to a minor	Chipotle Mexican Grill of Kansas, LLC	paid fine \$500.00	\$ 500.00
8/4/2011	Illinois	Illinois Liquor Control Commission	(12-0655) 230 W. Monroe	Violation 11: Pre-mixed drink receptacle	Chipotle Mexican Grill, Inc.	Paid fine of \$350.00	\$ 350.00	
8/30/2011	Minnesota	City of Minneapolis	(22-0021) Stadium Village	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Admin Hearing, 1500.00 sanctioned, 100.00 stayed, Agreed to additional training outside vendor.	\$ 1,600.00	
8/11/2011	5/1/2012	Minnesota	City of Shakopee	(22-0737) Shakopee	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$500	\$ 500.00
7/29/2011	Kansas	Kansas Dept of Revenue - ABC Division	(13-0256) 135th & Metcalf	Sale to a minor	Chipotle Mexican Grill of Kansas, LLC	Paid \$300 and Mandatory Training	\$ 300.00	
8/16/2011	Illinois	Illinois Liquor Control Commission	(12-0377) Elkhart	Unlabeled store n pour container	Chipotle Mexican Grill, Inc.	Paid fine of \$75.00	\$ 75.00	
9/29/2011	12/8/2011	Minnesota	City of Golden Valley	(22-0774) Golden Valley	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$500 and 1 day suspension	\$ 500.00
10/14/2011	2/16/2012	Colorado	City of Loveland	(05-0322) Taft	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid Fine \$200.00	\$ 200.00
10/18/2011	4/3/2012	Colorado	City of Greenwood Village	(05-0199) Bellevue Promenade	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$150.00	\$ 150.00
8/29/2011	Illinois	Illinois Liquor Control Commission	(12-1570) La Grange Reno	Pre-mixed drink receptacle cleaning rec	Chipotle Mexican Grill, Inc.	Paid Fine of \$200.00	\$ 200.00	
10/11/2011	Illinois	Illinois Liquor Control Commission	(12-1419) Roland Lake Beach	90 day invoices not available	Chipotle Mexican Grill, Inc.	Paid Fine of \$150.00	\$ 150.00	
12/16/2011	1/4/2012	Illinois	City of South Elgin	(12-0383) South Elgin	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid \$1500.00 in fine	\$ 1,500.00
1/28/2012	5/7/2012	Colorado	City of Englewood	(05-0190) Homewood	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid Fine 300.00	\$ 300.00
2/3/2012	Illinois	Illinois Liquor Control Commission	(12-0805) Madison State	Violation 11: Pregnancy warning sign not	Chipotle Mexican Grill, Inc.	Paid fine of \$200.00	\$ 200.00	
6/16/2012	California	California Dept. of Alcoholic Beverage Control	(04-1187) Colma	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$750.00	\$ 750.00	
5/31/2012	Minnesota	City of Wayzata	(22-0884) Wayzata	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$500.00	\$ 500.00	
5/10/2012	Oregon	Oregon Liquor Control Commission	(36-1304) Coloug Station	Sale to a minor	Chipotle Mexican Grill, Inc.	Pay fine of \$990.00	\$ 990.00	
7/27/2012	9/4/2012	Utah	Utah Department of Alcoholic Beverage Control	(43-0974) Superhouse	Sale to a minor	Chipotle Mexican Grill, Inc.	Settlement & Payment of Violation	\$ 1,127.00
4/7/2012	Kansas	Kansas Dept of Revenue - ABC Division	(15-0646) Rock Road	Sale to a minor	Chipotle Mexican Grill of Kansas, LLC	Paid \$900 with Check #: 1028328	\$ 900.00	
6/19/2012	7/25/2012	Virginia	Virginia Dept. of Alcoholic Beverage Control	(45-0904) Fochouse	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid \$2,000 fine	\$ 2,000.00
8/27/2012	Minnesota	City of Brooklyn Park	(22-0514) Brooklyn Park	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid \$500.00	\$ 500.00	
8/27/2012	Minnesota	City of Eden Prairie	(22-0334) Eden Prairie	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	PENDING	\$ 500.00	
8/13/2012	Nebraska	Nebraska Liquor Control Commission	(26-1616) U of NE Reno	Improper transportation and storage of	Chipotle Mexican Grill, Inc.	Warning	\$ -	
8/13/2012	Nebraska	Nebraska Liquor Control Commission	(26-1653) Univ of Nebraska - Block 38	Improper transportation and storage of	Chipotle Mexican Grill, Inc.	Warning	\$ -	
6/22/2012	Colorado	Fort Collins	(05-1009) Ft Collins	Sale to a minor	Chipotle Mexican Grill, Inc.	TBD	\$ -	
10/22/2012	Minnesota	City of Minneapolis	(22-0021) Stadium Village	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Pending, counsel meeting, Paid fine of \$2000.00	\$ 2,000.00	
8/14/2012	Kansas	Kansas Dept of Revenue - ABC Division	(15-1802) Wichita East	Sale to a minor	Chipotle Mexican Grill of Kansas, LLC	Paid \$600 and Mandatory Training	\$ 600.00	
8/28/2012	Minnesota	City of Apple Valley	(22-0033) Apple Valley	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	PENDING	\$ 500.00	
10/24/2012	California	California Dept. of Alcoholic Beverage Control	(04-0179) Paradise Center	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$750.00	\$ 750.00	
12/9/2012	2/19/2013	Illinois	Village of Algonquin	(12-0199) Algonquin	Sale to a minor	Chipotle Mexican Grill, Inc.	\$2000.00 fine and Alcohol Awareness Training by Village Police Department.	\$ 2,500.00
10/26/2012	8/15/2013	Ohio	Ohio Liquor Control Commission	(34-1433) Wadsworth	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	\$1,800.00 fine	\$ 1,800.00
11/8/2012	Utah	Utah Department of Alcoholic Beverage Control	(43-0954) Fort Union	Sale to a minor	Chipotle Mexican Grill, Inc.	Settlement & Payment	\$ 1,127.00	
3/15/2013	Maryland	Montgomery County, Board of License Commissioners	(19-0044) Bethesda, MD	Sale to a minor	Chipotle Mexican Grill of Maryland, LLC	Paid Fine of \$1,000	\$ 1,000.00	
12/27/2012	Minnesota	Town of Maplewood	(22-0234) Maplewood	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Pending	\$ -	
3/15/2013	Iowa	City of West Des Moines	(14-1162) Valley West Mall	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	9/23/13 Paid with Check #: 13128	\$ 500.00	
3/12/2013	Illinois	City of Chicago, Dept of Revenue	(13-0627) Brickyard Mall	Over charging taxes	Chipotle Mexican Grill, Inc.	Paid Fine of \$240.00	\$ 240.00	
5/10/2013	Illinois	Illinois Liquor Control Commission	(12-0377) Elkhart	Failure to post liquor license	Chipotle Mexican Grill, Inc.	Paid Fine of \$250.00	\$ 250.00	

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3/21/2013	Kansas	Kansas Dept of Revenue - ABC Division	(15-1302) Wichita East	Sale to a minor	Chipotle Mexican Grill of Kansas, LLC	Paid \$1000 and Mandatory Training	\$ 1,000.00	
4/3/2013	Illinois	Illinois Liquor Control Commission	(12-0322) Westmont	Violation 1: Pre-mixed drink receptacle	Chipotle Mexican Grill, Inc.	Paid Fine of \$400.00	\$ 400.00	
6/3/2013	Illinois	Village of Oswego	(12-1194) Oswego	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid Fine of \$1,000.00	\$ 1,000.00	
4/24/2013	Illinois	Illinois Liquor Control Commission	(12-0088) Jackson	Failure to post current liquor license	Chipotle Mexican Grill, Inc.	Paid Fine of \$250.00	\$ 250.00	
6/18/2013	7/15/2013	Minnesota	(22-0019) Arbor Lakes	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	\$2,000.00 Fine and 3 day suspension	\$ -	
6/19/2013	Virginia	Commonwealth of Virginia	(45-0288) Kingstowne	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid \$2,000 fine	\$ 2,000.00	
5/23/2013	Virginia	Commonwealth of Virginia	(45-0218) Fredericksburg	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid \$2,000 fine	\$ 2,000.00	
5/8/2013	Illinois	Illinois Liquor Control Commission	(12-0529) Bolingbrook	Violation 1: failure to update hours of operation	Chipotle Mexican Grill, Inc.	Paid Fine of \$200.00	\$ 200.00	
6/13/2013	8/16/2013	Minnesota	(22-0196) Plymouth	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid \$1,000.00 in fine	\$ 1,000.00	
6/25/2013	8/4/2013	Minnesota	(22-0630) Blaine	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	\$1,000.00 Fine	\$ -	
6/21/2013	11/13/2013	DC	DC Government	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$1,500 and 3 day suspension	\$ 1,500.00	
6/25/2013	8/4/2013	Minnesota	(22-1452) Northtown	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	\$1,000.00 Fine	\$ -	
10/14/2013	12/16/2013	Minnesota	City of Minneapolis	(22-0268) 7 Corners	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Fine, Required annual liquor awareness training, Manager must double check ID of anyone purchasing alcohol.	\$ 1,500.00
7/19/2013	California	California Dept. of Alcoholic Beverage Control	(04-0179) Paradise Center	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$2,500	\$ 2,500.00	
7/2/2013	12/16/2013	Minnesota	City of Minneapolis	(22-0268) 7 Corners	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	See October 2013's information, hearing and remedy was inclusive of both incidents.	\$ -
6/24/2013	8/24/2013	Massachusetts	(00-1113) Mansfield	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC		\$ -	
7/22/2013	10/21/2013	Illinois	(12-0131) Arlington Heights	Sale to a minor	Chipotle Mexican Grill, Inc.	Fine	\$ 500.00	
10/26/2013	Oregon	Oregon Liquor Control Commission	(06-1018) Nyberg Woods	Violation 1: Two employees failed to vs	Chipotle Mexican Grill, Inc.	Pay fine of \$3,960	\$ 3,960.00	
8/1/2013	Illinois	Illinois Liquor Control Commission	(12-1194) Oswego	Failure to post current sales tax certifica	Chipotle Mexican Grill, Inc.	Fine	\$ 100.00	
8/28/2013	Iowa	City of Sioux City	(14-1395) Sioux City	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	11/12/13 Paid fine over the phone via PCard	\$ 500.00	
10/17/2013	11/18/2013	Illinois	Town of Normal	(12-1833) IL State	Sale to a minor	Chipotle Mexican Grill, Inc.	\$250.00 Fine	\$ 857.50
11/5/2013	Virginia	Virginia Dept. of Alcoholic Beverage Control	(45-3002) Red Mill	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	\$2,000 fine	\$ 2,000.00	
10/16/2013	Oregon	Oregon Liquor Control Commission	(06-0512) Beaverton	Violation 1: Two employees failed to vs	Chipotle Mexican Grill, Inc.	Pay fine of \$3,960.	\$ 3,960.00	
8/29/2013	Illinois	Illinois Liquor Control Commission	(12-1888) Aurora Kirk & Butterfield	Local liquor license not posted	Chipotle Mexican Grill, Inc.	Obtain appropriate license for posting	\$ 250.00	
12/5/2013	2/4/2014	Illinois	Village of Westmont	(12-0822) Westmont	Sale to a minor	Chipotle Mexican Grill, Inc.	1/24/14-rec'd notification from restaurant of hearing date, was not notified of incident prior to then.	\$ -
1/4/2014	California	California Dept. of Alcoholic Beverage Control	(04-1187) Colma	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$1,500	\$ 1,500.00	
11/11/2013	Illinois	Illinois Liquor Control Commission	(12-0450) Madison State	Pregnancy Warning Signs not posted	Chipotle Mexican Grill, Inc.	Fine	\$ 100.00	
12/13/2013	Illinois	Illinois Liquor Control Commission	(12-1148) Crystal Lake	Sale to a minor	Chipotle Mexican Grill, Inc.	Violation Issued by State	\$ 500.00	
1/9/2014	New York	NY State Liquor Authority	(31-1475) Transit Road	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Pay fine of \$4,500	\$ 4,500.00	
1/21/2014	Illinois	Illinois Liquor Control Commission	(12-1674) Moline	Violation 1: failure to post liquor license	Chipotle Mexican Grill, Inc.	Obtained copies/duplicates of missing items.	\$ 500.00	
1/8/2014	Minnesota	City of Minneapolis	(22-1573) 200 South Sixth	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC		\$ 500.00	
12/18/2013	Illinois	Illinois Liquor Control Commission	(12-1908) South Loop	90 day waiver not available	Chipotle Mexican Grill, Inc.	Fine \$200.00	\$ 200.00	
1/8/2014	5/6/2014	Texas	City of Houston	(42-1894) Heights Blvd	Operating without permit	Chipotle Texas, LLC	Attorney worked settlement, no contest, paying \$254.00 fine.	\$ 254.00
2/18/2014	Oregon	Oregon Liquor Control Commission	(06-1947) Meadford OR	Sale to a minor	Chipotle Mexican Grill, Inc.	Pay fine of \$990.00	\$ 990.00	
1/11/2014	7/10/2014	Indiana	Indiana Alcohol And Tobacco Commission	(13-2077) Evansville Green River Road	Serving without an Employee Permi	Chipotle Mexican Grill of Colorado, LLC	Paid Fine \$150.00 and obtain Employee permits	\$ 150.00
2/6/2014	Utah	Utah Department of Alcoholic Beverage Control	(43-0953) West Bountiful	Sale to a minor	Chipotle Mexican Grill, Inc.	Settlement & Payment of Violation	\$ 1,127.00	
3/26/2014	Illinois	Illinois Liquor Control Commission	(12-0249) Michigan and Wacker	Violation 1: failure to post liquor license	Chipotle Mexican Grill, Inc.	Fine	\$ 200.00	
3/18/2014	Maryland	Montgomery County, Board of License Commissioners	(19-0101) Bethesda Blvd	Sale to a minor	Chipotle Mexican Grill of Maryland, LLC	Paid fine of \$1,000	\$ 1,000.00	
5/1/2014	Kansas	Kansas Dept of Revenue - ABC Division	(15-0422) New Market	Sale to a minor	Chipotle Mexican Grill of Kansas, LLC	Fine	\$ 400.00	
4/8/2014	Connecticut	Dept of Consumer Protection	(06-1748) Farmington	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Pending	\$ -	
4/17/2014	Virginia	Virginia Dept. of Alcoholic Beverage Control	(45-0787) Springfield	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Settlement Payment \$2,000.00	\$ 2,000.00	
3/18/2014	Maryland	Montgomery County, Board of License Commissioners	(19-0461) Kermans	Violation 1: Sale to a minor, Violation 2:	Chipotle Mexican Grill of Maryland, LLC	Paid fine of \$1,100	\$ 1,100.00	
6/3/2014	Minnesota	City of West St. Paul	(22-0226) Robert Street	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Per AM - Scheduling additional alcohol training by approved trainer and re-training with Chipotle materials.	\$ 200.00	
5/9/2014	Illinois	Illinois Liquor Control Commission	(12-1137) Oak Lawn	Failure to post original liquor license	Chipotle Mexican Grill, Inc.	Fine 100.00	\$ 100.00	
4/29/2014	4/8/2015	Ohio	Ohio Liquor Control Commission	(34-1553) Whitehall Town	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paying \$800.00 fine in place of serving 8-day suspension of liquor license.	\$ -
5/4/2014	Illinois	Illinois Liquor Control Commission	(12-1837) Champaign Prospect	90 day waiver not available	Chipotle Mexican Grill, Inc.	Fine	\$ 200.00	
7/11/2014	Missouri	City of Independence	(24-0395) Independence	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC		\$ 400.00	
5/7/2014	Illinois	Illinois Liquor Control Commission	(12-1827) Lincolnwood	90 day waiver not available	Chipotle Mexican Grill, Inc.		\$ -	
6/17/2014	South Carolina	South Carolina Alcoholic Beverage Control	(39-1680) Spartan West	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	No Payment Due	\$ -	
7/1/2014	Maryland	Prince Georges County, Board of Commissioners	(19-0438) Bryn Mawr Heights	Sale to a minor	Chipotle Mexican Grill of Bryn Mawr Heights, LLC	\$1,500 Fine	\$ 1,500.00	
6/17/2014	Alabama	Alabama Alcoholic Beverage Control	(01-2716) Prattville AL	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$750.00	\$ 750.00	
7/2/2014	Utah	Utah Department of Alcoholic Beverage Control	(43-1204) Sandy	Sale to a minor	Chipotle Mexican Grill, Inc.	Settlement with fine \$1127 to Chipotle, employee contacted and fined separately, store must submit alcohol preventative plan.	\$ 1,127.00	
8/6/2014	Kansas	Kansas Dept of Revenue - ABC Division	(15-0546) Rock Road	Failure to post city license	Chipotle Mexican Grill of Kansas, LLC		\$ -	
8/23/2014	Missouri	City of Independence	(24-0395) Independence	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	\$200 Fine	\$ -	
8/13/2014	Illinois	Illinois Liquor Control Commission	(12-1437) Libertyville	Failure to post liquor license	Chipotle Mexican Grill, Inc.	Failure to Post current liquor license, sales tax permit and 90 day waiver	\$ 200.00	
7/21/2014	Illinois	Illinois Liquor Control Commission	(12-0088) Jackson	Violation 1: failure to post sales tax cert	Chipotle Mexican Grill, Inc.	Fine	\$ 200.00	
10/2/2014	11/24/2014	Virginia	(45-0423) Stony Point	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Pay the fine	\$ 2,000.00	
9/18/2014	12/11/2014	Illinois	(12-0999) W. Dundee	Sale to a minor	Chipotle Mexican Grill, Inc.	12/12/14-Pd fine via FedEx to State	\$ 500.00	
8/1/2014	South Carolina	South Carolina Law Enforcement Division	(39-1963) Vista	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Pay Settlement	\$ 500.00	
10/16/2014	Colorado	City of Lone Tree	(05-0148) Lone Tree	Sale to a minor	Chipotle Mexican Grill, Inc.	Fine and 5 day suspension	\$ -	
9/18/2014	11/20/2014	Illinois	Village of Westmont	(12-0322) Westmont	Sale to a minor	Chipotle Mexican Grill, Inc.		\$ 920.00
10/13/2014	11/29/2014	Ohio	(34-1423) Wadsworth	Sale to a minor and furnished beer to r	Chipotle Mexican Grill of Colorado, LLC	Paid fee of \$3,200 in lieu of 14 day suspension	\$ 3,200.00	
10/29/2014	Minnesota	City of Minnetonka	(22-2051) Minnetonka 7 & 101	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	\$350 fine & 1 day suspension	\$ 350.00	
11/14/2014	Oregon	Oregon Liquor Control Commission	(06-1398) Pearl District	Sale to a minor	Chipotle Mexican Grill, Inc.	Pay fine of \$990.00	\$ 990.00	
11/20/2014	Arkansas	Arkansas Alcoholic Beverage Control	(08-1632) Pleasant Ridge Town Center	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid \$300 Fine	\$ 300.00	
11/20/2014	Illinois	Illinois Liquor Control Commission	(12-1888) Aurora Kirk & Butterfield	Sale to a minor	Chipotle Mexican Grill, Inc.		\$ 550.00	
12/29/2014	Washington	Washington State Liquor Control Board	(46-0778) Issaquah	Sale to a minor	Chipotle Mexican Grill, Inc.	Pay fee in lieu of suspension	\$ 500.00	
1/28/2015	Minnesota	City of Golden Valley	(22-0774) Golden Valley	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	\$500 Fine One-Day License Suspension	\$ 500.00	

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12/18/2014	Minnesota	City of Woodbury	(22-0234) Woodbury	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	\$500 Fine	\$ 500.00
1/14/2015	Illinois	Illinois Liquor Control Commission	(12-0794) Deloitte	Failure to post liquor license	Chipotle Mexican Grill, Inc.	Paid \$100.00 fine on 1/28/2015	\$ 100.00
2/19/2015	South Carolina	South Carolina Alcoholic Beverage Control	(39-1245) Woodruff	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	PAID FINE	\$ 500.00
1/14/2015	Minnesota	City of Hopkins	(22-0593) Hopkins	Failure to attend Liquor License Training	Chipotle Mexican Grill of Colorado, LLC	Fine \$350.0	\$ 350.00
2/20/2015	6/17/2015	Colorado	(05-0994) 28th Street	Sale to a minor	Chipotle Mexican Grill, Inc.	15 day suspension served, 15 days held in abeyance for one year	\$ -
3/26/2015	South Carolina	South Carolina Alcoholic Beverage Control	(39-1880) Spartan West	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid \$500 fine	\$ 500.00
2/21/2015	South Carolina	South Carolina Alcoholic Beverage Control	(39-1831) Haywood Road	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fee	\$ 500.00
2/13/2015	Indiana	Indiana Alcohol And Tobacco Commission	(13-1704) Columbia Indiana	Violation 1: Sale to a minor, Violation 2:	Chipotle Mexican Grill of Colorado, LLC	Submitting settlement offer of \$550.00 - \$500 for sale to minor, \$50 for not having Employers Permits First violation - Signed stipulation, sent \$500.00 order payment on 6/3	\$ 550.00
3/27/2015	Illinois	City of Champaign	(12-1837) Champaign Prospect	Sale to a minor	Chipotle Mexican Grill, Inc.	Paid fine of \$750.00	\$ 750.00
4/14/2015	California	California Dept. of Alcoholic Beverage Control	(04-1954) Merced II	Sale to a minor	Chipotle Mexican Grill, Inc.	Warning	\$ -
3/30/2015	Nebraska	City of Lincoln	(26-0673) 23rd Ridge	No Server/Server Permit	Chipotle Mexican Grill, Inc.	First violation - signed stipulation sent 5/8, sent \$500.00 order payment on 6/1	\$ 500.00
4/17/2015	Illinois	City of Champaign	(12-0771) Champaign	Sale to a minor	Chipotle Mexican Grill, Inc.	Second Violation - submit stipulation, sent \$1,000.00 payment order on 6/1	\$ 1,000.00
4/22/2015	Illinois	City of Champaign	(12-1837) Champaign Prospect	Sale to a minor	Chipotle Mexican Grill, Inc.	Pay fine of \$3,464 and serve 21-day suspension	\$ 3,464.00
4/22/2015	Oregon	Oregon Liquor Control Commission	(94-1354) Pearl District	Sale to a minor	Chipotle Mexican Grill, Inc.	Awaiting questionnaire - second violation in a year, need to retrain	\$ -
4/30/2015	3/2/2016	Ohio	(94-1553) Whitehall Town	Sale to a minor and furnished beer to a	Chipotle Mexican Grill of Colorado, LLC	Pay fine of \$3,465 and serve a 21-day suspension	\$ 3,465.00
4/30/2015	Oregon	Oregon Liquor Control Commission	(94-0912) Beaverton	Sale to a minor	Chipotle Mexican Grill, Inc.	TBD	\$ -
6/9/2015	Oregon	Oregon Liquor Control Commission	(96-2184) Portland Cascade Station	Violation 1: Sale to a minor, Violation 2:	Chipotle Mexican Grill, Inc.	Paid fine of \$250.00	\$ 250.00
6/29/2015	Illinois	Illinois Liquor Control Commission	(12-1220) Meigs Park	Failure to post liquor license	Chipotle Mexican Grill, Inc.	Hearing on 6/29/2015 to sign settlement offer of \$500.00 in lieu of suspending liquor license.	\$ 500.00
5/15/2015	6/29/2015	Illinois	(12-2247) Lincolnshire	Sale to a minor	Chipotle Mexican Grill, Inc.	Signed an Admission of Facts waiver at hearing with the LLC and paid \$500.00 fine.	\$ 500.00
5/21/2015	8/5/2015	Illinois	(12-1035) Bloomington Veterans Parkway	Sale to a minor	Chipotle Mexican Grill, Inc.	Pay fine and have managers and cashiers TABC seller certified	\$ 1,800.00
6/27/2015	Texas	TABC	(42-1902) UNT Fry St.	Sale to a minor	Chipotle Texas, LLC	Paid \$400 fine to ABC	\$ 400.00
7/6/2015	South Carolina	South Carolina Alcoholic Beverage Control	(39-1944) Vieta	Sale During Restricted Hours (Sunday St	Chipotle Mexican Grill of Colorado, LLC	Paid \$1000 fine.	\$ -
7/12/2015	10/4/2015	Minnesota	(22-1571) 200 South Sixth	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$250.00	\$ 250.00
6/29/2015	Illinois	Illinois Liquor Control Commission	(12-0655) 230 W. Monroe	Failure to post liquor license	Chipotle Mexican Grill, Inc.	Submit proof of manager training and fine of \$100.00	\$ 100.00
7/28/2015	Michigan	Michigan Liquor Control Commission	(21-2206) Adrian	Failure to submit proof of supervisory b	Chipotle Mexican Grill of Colorado, LLC	Paid fine of \$3,000.00 and signed settlement offer.	\$ -
7/13/2015	8/19/2015	Illinois	(12-1837) Champaign Prospect	Sale to a minor	Chipotle Mexican Grill, Inc.	Post three missing licenses, pay fine of \$250.00	\$ 250.00
6/10/2015	Illinois	Illinois Liquor Control Commission	(12-0483) Rockford	Failure to post liquor license	Chipotle Mexican Grill, Inc.	Signed an Admission of Facts waiver at hearing with LLC and paid \$500.00 fine.	\$ -
6/11/2015	6/4/2015	Illinois	(12-0816) Oak Park	Sale to a minor, failure to post licenses	Chipotle Mexican Grill, Inc.	Waiting on Offer In Compromise	\$ -
8/29/2015	Illinois	Illinois Liquor Control Commission	(12-0087) Evanston	Failure to post licenses	Chipotle Mexican Grill, Inc.	Sign Offer In Compromise and return with fine of \$200.00	\$ -
7/28/2015	Illinois	Illinois Liquor Control Commission	(12-1344) Elgin Logan	Failure to post 90 day waiver	Chipotle Mexican Grill, Inc.	\$500 Fine	\$ 500.00
8/19/2015	Minnesota	City of Apple Valley	(22-0033) Apple Valley	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	\$500 Fine	\$ 500.00
8/19/2015	Minnesota	City of Apple Valley	(22-0033) Apple Valley	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Pay fine of \$3,464 and serve 21-day suspension. Combined with violation from 4/22/2015.	\$ 3,464.00
6/25/2015	Oregon	Oregon Liquor Control Commission	(96-1354) Pearl District	Sale to a minor	Chipotle Mexican Grill, Inc.	\$500 Fines	\$ 500.00
8/12/2015	Minnesota	City of Oak Park Heights	(22-0653) Stillwater II	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	making sure all managers are trained and have alcohol server license on site going forward. No fee issued.	\$ -
9/4/2015	10/15/2015	New Mexico	NM Dept of Revenue	1214	Colorado LLC	License suspended for 3 days (12/27, 12/28, 12/29) and 7 days held in abeyance for 1 year	\$ -
9/28/2015	10/7/2015	Virginia	Virginia Dept. of Alcoholic Beverage Control	(45-0855) Willow Lawn	Chipotle Mexican Grill of Colorado, LLC	Paid the fine	\$ 500.00
10/7/2015	Virginia	Virginia Dept. of Alcoholic Beverage Control	0525-Short Pump	sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Submit Offer In Compromise with check in the amount of \$100.00, post license immediately	\$ 100.00
9/21/2015	12/11/2015	Colorado	Douglas County Commissioners	(05-0735) Wildcat	Chipotle Mexican Grill, Inc.	TBD	\$ -
8/13/2015	1/1/1900	South Carolina	South Carolina Alcoholic Beverage Control	1820 - Anderson SC	Chipotle Mexican Grill of Colorado, LLC	Pay fine \$1,500.00	\$ 1,500.00
9/25/2015	Illinois	Illinois Liquor Control Commission	(12-1109) Park-Heston	Failure to post State Liquor License	Chipotle Mexican Grill, Inc.	Sign Offer In Compromise and return with check in the amount of \$200.00	\$ -
10/19/2015	Illinois	Illinois Liquor Control Commission	(12-0322) Westmont	Failure to Post State Liquor License	Chipotle Mexican Grill, Inc.	Pay fine of \$450.00 and submit with Offer in Compromise	\$ 450.00
10/2/2015	North Carolina	NC ABC Commission	32-808	Sale to Minor	Chipotle Mexican Grill of Colorado, LLC	TBD	\$ -
10/16/2015	Illinois	Illinois Liquor Control Commission	(12-1882) Oak Brook East	Failure to post 90 day waiver of invoice:	Chipotle Mexican Grill, Inc.	Pay fine of \$287.50	\$ 287.50
10/7/2015	10/30/2015	Virginia	Virginia Dept. of Alcoholic Beverage Control	(45-0523) Short Pump	Chipotle Mexican Grill of Colorado, LLC	\$500 Fine	\$ 500.00
10/8/2015	Illinois	Illinois Liquor Control Commission	(12-0850) Madison State	Failure to post 90 day waiver	Chipotle Mexican Grill, Inc.	\$500 Fine	\$ 500.00
10/30/2015	10/30/2015	Virginia	Virginia Dept. of Alcoholic Beverage Control	(45-1794) Madison	Chipotle Mexican Grill of Colorado, LLC	Failure to post 90 Day Waiver of Invoice	\$ -
10/20/2015	Kansas	Kansas Dept of Revenue - ABC Division	(15-0540) Johnson Drive #2	Minor in possession on premises	Chipotle Mexican Grill of Kansas, LLC	Appeared before City Beer Board and pay fine	\$ -
10/30/2015	North Carolina	NC ABC Commission	32-1047	Possessed Containers of Liquor not in a	Chipotle Mexican Grill of Colorado, LLC	Pay fine of \$200.00	\$ 200.00
11/6/2015	1/21/2016	Colorado	(05-0719) Crown Point	Sale to a minor	Chipotle Mexican Grill, Inc.	Failure to post State Liquor License and	\$ -
12/2/2015	Illinois	Illinois Liquor Control Commission	(12-0144) Ontario	Failure to post State Liquor License	Chipotle Mexican Grill of Colorado, LLC	Pay fine	\$ 287.50
11/4/2015	Delaware	State of Delaware - Div. of Alcohol & Tobacco Enforcement	07-1447	Late Renewal	Chipotle Mexican Grill of Colorado, LLC	TBD	\$ -
12/17/2015	Illinois	City of Minneapolis	(22-0231) St. Anthony	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	\$500 Fine	\$ 500.00
12/14/2015	Minnesota	City of Weyzata	(22-0884) Weyzata	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	\$500 Fine	\$ 500.00
12/17/2015	Minnesota	City of Minneapolis	(22-0231 - St. Anthony)	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Waiting on Offer In Compromise	\$ -
1/6/2016	Illinois	Illinois Liquor Control Commission	(12-1740) Ashland Diversy	Failure to post 90 Day Waiver of Invoice	Chipotle Mexican Grill, Inc.	Appear before City Beer Board and pay fine	\$ -
1/6/2016	1/26/2016	Tennessee	TN ABC	1991	CMG of Colorado, LLC	Sign Offer In Compromise and submit payment of \$200.00	\$ -
1/14/2016	Illinois	Illinois Liquor Control Commission	(12-1348) Crystal Lake	Failure to post 90 Day Waiver of Invoice	Chipotle Mexican Grill, Inc.	paid fine and registered managers for ALERT training	\$ -
3/16/2012	Maryland	Montgomery County, Board of License Commissioners	(18-0104) Rockville Pils	Sale to minor	Chipotle Mexican Grill of Maryland, LLC	Paid \$100 fine.	\$ 100.00
5/5/2015	Maryland	Montgomery County, Board of License Commissioners	(18-2121) SH-Rockville	License not posted	ShopHouse Maryland, LLC		\$ -
10/25/2015	Texas	TABC	42-2145	sale to a minor	Chipotle Texas, LLC	Pay fine and have managers and cashiers TABC seller certified	\$ -
2/11/2016	Illinois	Illinois Liquor Control Commission	(12-0483) Rockford	Failure to post State Liquor License	Chipotle Mexican Grill, Inc.	Send offer in compromise of \$250.00	\$ -
11/19/2015	California	California Dept. of Alcoholic Beverage Control	(04-1765) Palo Alto	Sale to a Minor	Chipotle Mexican Grill, Inc.	Paid Fine of \$750.00	\$ 750.00
12/4/2014	Arkansas	Arkansas Alcoholic Beverage Control	(03-1603) University of Arkansas	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC		\$ 300.00
11/19/2015	California	California Dept. of Alcoholic Beverage Control	(04-1765) Palo Alto	Sale to a Minor	Chipotle Mexican Grill, Inc.	Pending Acceptance of offer in compromise - Pay \$750	\$ -

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2/25/2016	2/25/2016	Alabama	Alabama Alcoholic Beverage Control	01-0903	Bama (University of Alabama)	Sale to a Minor	Chipotle Mexican Grill of Colorado LLC	Paid fine of \$750.00	\$ 750.00
3/1/2016		Virginia	Virginia Dept. Of Alcoholic Beverages Control	45-0423	Stony Point	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC	Pay fine of \$5,000 and RSVP training for staff	
3/31/2016		Maryland	Montgomery County, Board of License Commissioners	19-0044	Bethesda, MD	Sale to a minor	Chipotle Mexican Grill of Maryland, LLC		
3/18/2016		Kansas	Kansas Dept of Revenue - ABC Division	19-0429	New Market	Minor in possession of alcohol on premises	Chipotle Mexican Grill of Kansas, LLC	Received initial ticket and letter - waiting	
3/16/2016		Colorado	Colorado Dept. of Rev. Liquor Enforcement		Louisville (05-0114)	Sale to a minor	Chipotle Mexican Grill, Inc.		
4/7/2016		Illinois	Illinois Liquor Control Commission	12-1969	Market Place 6 Corners	Failure to post 90 Day Waiver of Involvement	Chipotle Mexican Grill, Inc.	Send offer in compromise with \$200.00 fine	
4/15/2016		Illinois	Illinois Liquor Control Commission	12-1642	Lincoln Peterson	Failure to post 90-day Waiver	Chipotle Mexican Grill, Inc.	Remit \$200.00 fine and sign offer in compromise	
5/6/2015		Illinois	Illinois Liquor Control Commission	12-0627	Briarcliff Mall	Failure to post State License, 90 Day Waiver	Chipotle Mexican Grill, Inc.	Paid fine of \$200.00, submitted offer in compromise	
5/13/2014		Illinois	Illinois Liquor Control Commission	12-1886	Homewood - Flossmoor	Failure to post 90 Day Waiver, program	Chipotle Mexican Grill, Inc.	Send \$200.00 fine payment, signed Offer in Compromise	
3/9/2016		Illinois	Illinois Liquor Control Commission	12-1194	Oswego	Failure to post State Liquor License	Chipotle Mexican Grill, Inc.	Submit offer in compromise with \$250.00 fine payment	
4/26/2016	6/9/2016	Tennessee	TN ABC	09-2509		Sale to Minor	Chipotle Mexican Grill of Colorado, LLC		\$ 1,500.00
4/28/2016		Maryland	Prince Georges County, Board of Commissioners	18-0438	Berwyn Heights	Sale to a minor	Chipotle Mexican Grill of Berwyn Heights, LLC	\$1,500 Fine plus staff times \$75 for class	
10/16/2014	11/17/2014	Minnesota	City of Maple Grove	22-1116	Maple Grove	Sale to a Minor	Chipotle Mexican Grill of Colorado, LLC	\$2000.00/2 day suspension	
1/14/2016	6/7/2016	Nebraska	Nebraska Liquor Control Commission	26-0612	72nd Crossing	Sale to a minor	Chipotle Mexican Grill of Colorado, LLC		

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between

**TWO WALKERS BROOK CROSSING, LLC,
as Landlord**

and

**CHIPOTLE MEXICAN GRILL OF COLORADO, LLC d/b/a
CHIPOTLE,
as Tenant**

**THE CROSSING AT WALKERS BROOK
READING, MASSACHUSETTS**

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THIS LEASE is entered into as of the 7th day of July, 2015, between TWO WALKERS BROOK CROSSING, LLC, a Massachusetts limited liability company ("Landlord") and CHIPOTLE MEXICAN GRILL OF COLORADO, LLC d/b/a Chipotle, a Colorado limited liability company ("Tenant").

WITNESSETH, that in consideration of the agreements herein contained and for good and valuable other consideration, Landlord and Tenant hereby agree as follows:

Section 1 – Premises

1.1 Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this Lease, the premises consisting of approximately 2,268 square feet of Gross Leasable Area (the "Premises") and approximately shown on Exhibit A attached hereto. As used in this Lease, "Gross Leasable Area" means an area determined by measuring the Premises from the exterior face of each of the exterior walls of the Building and the center of common demising walls (and shall, in any event, include the floor area within any interior partitions located within the Premises). The Premises is located within a building ("Building") situated on that certain parcel of land shown as Lot 2 (the "Land") on Exhibit A. The Land and the buildings (including the Building) and other improvements from time to time located on the Land are hereinafter referred to as the "Shopping Center". The approximate dimensions of the Premises are shown on the Base Plan (herein defined). In the event that the dimensions of the Premises (measured from the exterior face of each of the exterior walls of the Building and the center of common demising walls and including the floor area within any interior partitions located within the Premises) delivered to Tenant by Landlord upon the Delivery of the Premises (herein defined) are materially different than the dimensions of the Premises shown on said lease outline drawing and, solely as a result thereof, Tenant is required to revise Tenant's Plans and Specifications (herein defined) for Tenant's Work, then Landlord shall (subject to its independent verification of such material difference) reimburse Tenant as Tenant's sole and exclusive remedy at law and in equity for the reasonable and documented out-of-pocket costs actually incurred by Tenant in revising Tenant's Plans and Specifications, which reimbursement shall not exceed, in any event \$5,000; provided, however, that Landlord shall not, in any event, be obligated to pay such reimbursement, and Tenant shall have no other recourse under this Lease or at law or in equity, if the Premises and Landlord's Work conform to the Work Drawings (herein defined). Such reimbursement shall, if payable hereunder, be paid within ten (10) business days following receipt by Landlord of a certification of such expenditures in revising Tenant's Plans and Specifications accompanied by reasonable back-up information affording Landlord appropriate information to verify same.

Pursuant to the REA (herein defined), the Shopping Center is integrated with (i) a neighboring parcel which is shown approximately on Exhibit A as Parcel 3 ("Parcel 3"), and (ii) an adjacent parcel which is shown approximately on Exhibit A as "Parcel 1" and referred to in the REA as the "Condominium Parcel". The Shopping Center, Parcel 3 and the Condominium Parcel are commonly known as "The Crossing at Walkers Brook" and are referred to herein

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collectively as the "**Development**". The Development, including, without limitation, the Shopping Center and the Premises, are subject to, and benefitted by, as applicable, among all other recorded documents, that certain Amended and Restated Declaration of Reciprocal Easements and Restrictions, dated December 8, 2005 and recorded with the Middlesex South Registry of Deeds at Book 47459, Page 150 (the "REA"), as the same may be amended from time to time. Unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as ascribed to such terms in the REA as the context requires. Landlord represents and warrants to Tenant that, to Landlord's actual knowledge, when the Premises is delivered to Tenant, the Premises will be structurally sound and the Premises and Common Areas (herein defined) will comply in all material respects with applicable building codes, governmental ordinances and regulations, including, but not limited to, the ADA. Landlord also represents and warrants to Tenant, to Landlord's actual knowledge, that the number of parking spaces for the Shopping Center complies with all applicable governmental requirements and the zoning designation for the Premises is such that (subject to business licenses, which Tenant shall obtain) the Premises may be used for restaurant purposes. In addition, Landlord represents and warrants to Tenant that, to Landlord's actual knowledge, (i) the list of exclusive uses and use restrictions set forth on Exhibit H attached hereto constitutes all of the exclusive uses and use restrictions affecting the Premises granted to other tenants of the Shopping Center, as of the date hereof, and (ii) that all matters of record affecting the Premises, as of the date hereof, are listed in the title commitment attached hereto as Exhibit I.

Subject to Tenant's rights in Section 18.1 hereof, Landlord hereby reserves to Landlord the use of the exterior faces of the exterior walls and the roof of the Building and the right to install, maintain, use, repair and replace the Building façade and other external elements of the Building and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Premises and serving other premises in the Shopping Center, provided that such does not materially and adversely affect Tenant's use of the Premises for the Permitted Use. Any such installation, maintenance, use, repair and replacement performed by Landlord within the Premises for service to other parts of the Building or the Shopping Center (i) shall be located, to the extent reasonably practicable, within the ceiling plenum, the walls or floors, or within the chases, risers, ducts, conduits, lines, shafts or similar concealed areas, and (ii) in all cases, to the extent reasonably practicable, (1) shall be performed and installed at such times and by such methods as will not interfere with Tenant's use of the Premises, damage the appearance thereof, or reduce the rentable area thereof, (2) shall be coordinated and scheduled with Tenant in order to accommodate Tenant's reasonable business needs, and (3) shall be located where practical and efficient, taking into account Tenant's use of the area of the Premises affected thereby.

1.2 Appurtenant Rights. Tenant and its officers, employees, agents, customers and invitees shall have the non-exclusive right, in common with Landlord, other tenants and their invitees and employees, all others entitled thereto under the REA, and all others to whom Landlord has granted or may hereafter grant rights, to use the parking facilities, access roads, sidewalks, and landscaped areas, common corridors, common stairways, public washrooms and drinking fountains (if any) and other common areas of the Shopping Center ("Common Areas") available from time to time for use by the public (and which are not designated from time to time as being reserved for the exclusive use of any tenant), subject to the reasonable Rules and Regulations (as defined in Section 19.1), which shall in any event not be enforced by Landlord in

a discriminatory manner. Landlord may from time to time change the size, location and nature of and place structures in any Common Area, or part thereof. Without limitation, Landlord may at any time close temporarily the Common Areas or any part thereof then in existence to make repairs to, changes in or to discourage non-customer parking; and may do such other acts in and to the Common Areas as in its judgment may be desirable to improve the convenience thereof, or to improve the Shopping Center, provided in the exercise of the foregoing rights Landlord exercises commercially reasonable efforts to minimize any interference with Tenant's use and occupancy of the Premises. Landlord acknowledges and agrees that, during the Term, Tenant shall have the right to have at least 60 seats, including any Patio Area seating, approved by Landlord. Landlord represents and warrants that during the Term, it will neither do, nor cause, anything to be done that would reduce the number of seats available to Tenant under this Lease or reduce the number of seats below that which is required by law. Notwithstanding the foregoing, Landlord shall not erect any buildings within the "Protected Area" as shown on Exhibit A, except structures shown on Exhibit A or existing as of the date hereof, nor shall Landlord reduce the number of parking spaces in the Center below that which is required by applicable laws. In addition, Landlord shall allow uninterrupted use of the Common Areas, and unobstructed pedestrian and vehicular access to the Common Area from other areas of the Center and from Walkers Brook Drive and from other public ways abutting the Center (including all means of ingress and egress shown on Exhibit A), at all times except during reasonable periods of time required to provide necessary maintenance or repairs or to prevent public dedication (which periods Landlord shall give advanced notice of and use reasonable efforts to minimize).

If and only to the extent approved by Landlord and permitted by applicable laws and the permits and approvals obtained by Tenant, Tenant may use an area on the sidewalk immediately adjacent to the Premises in a location and size designated by Landlord in its sole and absolute discretion and approximately delineated on Exhibit B attached hereto (the "Patio Area") for use as an Tenant's exclusive exterior seating area with, at Tenant's option, tables, chairs, umbrellas, lights, speakers, and trash receptacles in connection with its use and operations at the Premises, subject to compliance with all of the terms, conditions and restrictions of this Lease, the reasonable and non-discriminatory Rules and Regulations and any other terms and conditions reasonably imposed by Landlord from time to time on the use of such area. Landlord shall have no obligation to police the use of the Patio Area nor enforce the exclusivity thereof. Tenant shall not have the right to refuse entrance and use of the Patio Area by patrons of other tenants of the Shopping Center nor otherwise enforce its rights hereunder against Landlord or any other tenant of the Shopping Center, other than by posting such signage as is approved by Landlord in its reasonable discretion indicating that the Patio Area is for use by patrons of Tenant's restaurant. Tenant's right to use the Patio is personal to Tenant and may not be assigned to any other person or entity, except in connection with an assignment of this Lease in accordance with the provisions of Section 14 hereof. Tenant's use of the Patio Area shall be in accordance with the terms and conditions of this Lease (except that Tenant shall not be obligated to pay Minimum Rent or Additional Rent (as herein defined) with respect to the Patio Area), and shall be subject to all laws, codes and regulations of any and all governing authorities. Tenant shall indemnify and hold harmless Landlord from any and all liability that may arise as a result of Tenant's use of the Patio Area, and shall maintain insurance with respect thereto as set forth in the insurance provisions of this Lease. The parties acknowledge and agree that nothing contained herein shall

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be deemed to grant to Tenant any easement, leasehold or other interest in the Patio Area or the Common Areas.

All necessary approvals, permits and licenses in connection with such use shall be obtained and paid for by Tenant (with copies upon request, furnished to Landlord) and remain in full force and effect during Tenant's use of the Patio Area. Tenant shall open the Patio Area for business only during those hours when the Premises is open for business. In addition, Tenant acknowledges and agrees that:

- (i) the Patio Area furniture shall meet the Chipotle standards of quality and appearance consistent with a first-class restaurant ;
- (ii) the furniture shall not be used or placed in the Patio Area until its design, size, color, position and method of attachment or installation are first approved by Landlord in writing, which approval shall not be unreasonably withheld, conditioned or delayed; and
- (iii) Tenant shall be solely responsible for any destruction, damage, theft, or vandalism of, or to, the furniture.

Tenant hereby covenants and agrees that it shall not:

- (i) Restrict access to the Shopping Center or pedestrian flow through the Common Areas outside the Patio Area;
- (ii) Erect or place any canopy or other enclosure or covering on the Patio Area without Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed; or
- (iii) Permit any music or other similar sounds to be heard in the Patio Area, except as expressly set forth in Section 10.1 hereof.

Tenant shall, at Tenant's expense, clean and keep in good repair the Patio Area and furniture and shall remove all trash generated therefrom on a daily basis or more frequently as needed.

In addition, Landlord grants to Tenant during the Term, with respect to the Premises, the benefit of all easements and privileges granted to Landlord under the REA, except to the extent prohibited by the REA.

Section 2 – Term of Lease

2.1. Term. The term of this Lease shall commence (the "Lease Commencement Date") immediately upon Delivery of the Premises (as defined in Section 3.3) and shall expire on the last day of the tenth (10th) Lease Year (the "Term"). Tenant's obligation to pay Minimum Rent (as herein defined) shall commence (the "Rent Commencement Date") on the earlier of: (i) one hundred twenty (120) days following Delivery of the Premises, or (ii) the date

on which Tenant shall actually open the Premises to the public for business; provided, however, that if the Delivery of the Premises occurs prior to Tenant's receipt of Tenant's Building Permit or the expiration of the Tenant's Building Permit Contingency Period, then said one hundred twenty (120) day period shall commence on the earlier to occur of (a) Tenant's receipt of Tenant's Building Permit or (b) ten (10) days following the expiration of the Tenant's Building Permit Contingency Period.

Tenant shall complete Tenant's Work (as defined in Section 3.4) and open the Premises for business to the public within 150 days of the Rent Commencement Date (the "Opening Requirement"), and thereafter continuously operate Tenant's business for the Permitted Use (as hereinafter defined) for the first Lease Year. For the avoidance of doubt, Tenant acknowledges and agrees that Tenant shall be obligated to pay Minimum Rent and Additional Rent commencing on the Rent Commencement Date notwithstanding that Tenant's obligation to open for business in the Premises does not occur until 150 days following the Rent Commencement Date.

Notwithstanding the foregoing, after the first Lease Year (as herein defined), Tenant shall have the right to cease the conduct of business in the Premises after giving Landlord prior written notice thereof (hereinafter "Go Dark"); provided Tenant shall continue to pay to Landlord all Minimum Rent, Additional Rent and all other charges in the amounts and at the times due and payable as provided herein, and Tenant shall continue to fully perform all of the other terms and provisions of this Lease to be performed by Tenant. In addition, Tenant shall maintain sufficient heat to prevent freezing of pipes or other damage to the Premises. Landlord specifically acknowledges that there is no covenant of continuous operation after the first Lease Year on the part of Tenant, express or implied. Tenant may, in its sole discretion, close its business at any time and for any reason whatsoever, including without limitation, for the following holidays: New Year's Day, Easter Sunday, July 4th, Thanksgiving Day, Christmas Day and any other holidays recognized by Tenant. In the event that Tenant so fails for any reason to operate its business in the Premises for a period in excess of sixty (60) consecutive days (subject to the additional time provided for a Permitted Closing as hereinafter set forth), then and at any time thereafter which is prior to the Tenant recommencing the conduct of business in the Premises, Landlord shall have the right to recapture the Premises by terminating the Lease, in which event this Lease shall terminate and the Term shall come to an end on the effective date specified in Landlord's recapture notice (the "Recapture Date"), which Recapture Date shall be not less than 30 days from the date of the recapture notice. Notwithstanding the foregoing, Tenant shall have the right to elect to nullify the Landlord's election to recapture the Premises by reopening for business in the Premises within such thirty (30) day period. If Landlord so elects to terminate this Lease, then the Lease shall be of no further force or effect and without further recourse to the parties hereto (except for those provisions that expressly survive the termination of this Lease and the Rent obligation set forth below) and Tenant shall vacate and surrender the Premises in the condition required by the terms of this Lease no later than the Recapture Date. The foregoing right of recapture shall not be applicable during such time that Tenant temporarily closes the Premises for purposes of a Permitted Closing (as defined herein). The term "Permitted Closing" as used herein shall mean a closing arising from a suspension of business operations in connection with a redecorating or a remodeling of the Premises. In the event the closure is due to a Permitted Closing, then the aforementioned 60 day closure period shall be extended for an

additional sixty (60) days. If Landlord exercises its right to so recapture the Premises, Tenant agrees to pay all Minimum Rent, Additional Rent and other sums due under this Lease in accordance with its terms until the later to occur of (i) Tenant vacating and surrendering the Premises or (ii) the Recapture Date, along with any year end adjustments payable for a partial year.

2.2. Memorandum of Lease Commencement Date. Landlord and Tenant shall, upon request, promptly execute a memorandum upon commencement of this Lease confirming the Lease Commencement Date, the Rent Commencement Date, and the date of expiration of the Term of this Lease.

2.3. Definition of "Lease Year". As used herein, the first "Lease Year" shall be the period commencing on the Lease Commencement Date and ending twelve (12) months plus any partial month, if any, after the Rent Commencement Date, and each succeeding "Lease Year" shall be the next consecutive twelve (12) month period thereafter.

2.4. Extension Option. Provided that, at the time of such exercise, (i) this Lease is in full force and effect and (ii) no Tenant Default (as hereinafter defined) shall have occurred and be continuing (either at the time of exercise or at the commencement of the applicable Extended Term) beyond any applicable notice and cure periods, any of which conditions described in clauses (i) and (ii) may be waived in writing by Landlord at any time in Landlord's sole discretion, Tenant shall have the right and option to extend the Term of this Lease for two (2) consecutive extended terms of five (5) years each (each, an "Extended Term" and together the "Extended Terms") by giving written notice thereof to Landlord not later than three hundred sixty five (365) days prior to the expiration date of the original Term or the first Extended Term, as the case may be. The effective giving of such notice of extension by Tenant shall automatically extend the Term of this Lease for the applicable Extended Term, and no instrument of renewal or extension need be executed. In the event that Tenant fails timely to give such notice to Landlord, this Lease shall automatically terminate at the end of the original Term or the first Extended Term, as the case may be, and Tenant shall have no further option to extend the Term of this Lease. Notwithstanding the foregoing, Tenant's right to any Extended Term will not lapse because of Tenant's failure to exercise any option to extend unless Landlord first will have given Tenant notice that Tenant has failed to exercise such option to extend, and Tenant does not exercise such option to extend within ten (10) days following Tenant's receipt of Landlord's notice. The first Extended Term shall commence on the day immediately succeeding the expiration date of the original Term and shall end on the day immediately preceding the fifth (5th) anniversary of the first day of the first Extended Term. The second Extended Term shall commence on the day immediately succeeding the expiration date of the first Extended Term and shall end on the day immediately preceding the fifth (5th) anniversary of the first day of the second Extended Term. The Extended Terms shall be on all the terms and conditions of this Lease, (including, without limitation, as to Additional Rent), except during the second Extended Term Tenant shall have no further option to extend the Term, and, subject to the foregoing, in the event that Tenant timely and properly exercises its right to extend the Term for the Extended Terms, then all references in this Lease to the "Term" shall be deemed to include the Extended Terms. The Minimum Rent for the Extended Terms shall be as provided in Section 4.1.

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Section 3 – Conditions; Condition of the Premises; Initial Improvements

3.1. Landlord Conditions. (A) Tenant acknowledges and agrees that Mac Acquisition, LLC (successor in interest to Brinker Massachusetts Corporation) ("Mac") currently leases approximately 15,397 square feet (including the entire Building) (the "Mac Premises") in the Shopping Center, a portion of which comprises the Premises, pursuant to that certain Lease, dated August 16, 2004 between Walkers Brook Crossing, L.L.C. (predecessor in title to Landlord) and Mac (the "Mac Grill Lease"). Based upon the foregoing, Landlord's obligations hereunder are conditioned upon (i) Landlord obtaining the right to terminate the Mac Grill Lease on terms acceptable to Landlord in its sole discretion and Landlord actually exercising such right to terminate the Mac Grill Lease and recapture the Mac Grill Premises (such decision to exercise the termination right to be in Landlord's sole discretion), (ii) Mac Grill actually vacating the Mac Premises in the condition required by Landlord, and (iii) Landlord obtaining from existing occupants of the Development all written waivers (in form and substance satisfactory to Landlord in its sole discretion) necessary or appropriate, in Landlord's sole discretion, to cause the Permitted Use (herein defined) and the use or prospective use of any other space in the Shopping Center to not be in violation of the terms and provisions of any existing lease of the Development or the REA (collectively, the "Mac Grill Contingency").

In the event that the Mac Grill Contingency is not, for any reason, satisfied (or waived by Landlord) within ninety (90) days of the date hereof, then Landlord or Tenant shall have the right to terminate this Lease by providing written notice thereof to the other party at any time after the expiration of said ninety (90) day period, but prior to the satisfaction of the Mac Grill Contingency, in which event this Lease shall terminate and be of no further force or effect effective as of the date of such notice of termination, without further recourse to either party hereto except that Landlord shall promptly refund any amount of Minimum Rent pre-paid to it by Tenant hereunder and reimburse Tenant for all of Tenant's actual, documented and out-of-pocket expenses incurred in connection with this Lease, including, without limitation, cost of drawings, permitting costs and fees, design costs, site selection costs and lease negotiation costs and expenses, which reimbursement obligation shall not, in any event, exceed Five Thousand Dollars (\$5,000) as Tenant's sole and exclusive remedy at law or in equity (and except for those obligations that expressly survive the expiration or earlier termination of this Lease). In the event that the Mac Grill contests the termination of its tenancy and makes any claim or files suit against Tenant, or its employees, agents, consultants, or brokers, Landlord hereby agrees to indemnify and hold Tenant and its employees, agents, consultants, brokers harmless from and against any and all costs, expenses, claims, losses or damages actually incurred by Tenant resulting therefrom by reason thereof, provided Landlord is given prompt written notice of any such action and an opportunity to defend same. Notwithstanding the foregoing, if Tenant terminates this Lease in accordance with this grammatical paragraph, Landlord shall have the right, but not the obligation, to negate Tenant's termination by providing written notice to Tenant within thirty (30) days after Landlord's receipt of Tenant's notice electing to terminate this Lease that the Mac Grill Contingency has been satisfied or waived, in which case Tenant's election to terminate this Lease shall be null and void and this Lease shall continue in full force and effect in accordance with its terms.

In addition, in the event that Landlord determines that the Mac Grill Contingency will not be satisfied within the aforesaid ninety (90) day period, then Landlord may, by providing written notice thereof to Tenant, terminate this Lease prior to the expiration of said ninety (90) day period, in which case, this Lease shall terminate and be of no further force or effect effective as of the date of such notice of termination, without further recourse to either party hereto (except for those obligations that expressly survive the expiration or earlier termination of this Lease and that Landlord shall promptly refund any amount paid to it by Tenant hereunder and reimburse Tenant for all of Tenant's actual, documented and out-of-pocket expenses incurred in connection with this Lease, including, without limitation, cost of drawings, permitting costs and fees, design costs, site selection costs and lease negotiation costs and expenses which reimbursement obligation shall not, in any event, exceed Five Thousand Dollars (\$5,000) as Tenant's sole and exclusive remedy at law or in equity.

3.2. Condition of the Premises. Subject to the terms and provisions of this Lease, Landlord shall deliver the Premises to Tenant on the Lease Commencement Date, and Tenant shall accept the Premises from Landlord, vacant, free of all tenants, occupants, construction material, trash and debris and with Landlord's Work (as hereinafter defined) substantially complete, but otherwise in its "as is", existing condition as of the date of delivery of the Premises to Tenant. The term "substantially complete" as used herein shall mean the Landlord's Work has been completed with the exception of minor items (the "Punch List Items") which (i) are not required in order for Tenant to commence the performance of Tenant's Work, and (ii) can be fully completed without material interference with either the conduct of Tenant's Work or Tenant's use, occupancy and enjoyment of the Premises. Except as provided in Section 3.3 hereof with respect to the performance of Landlord's Work, and as may otherwise be expressly set forth in this Lease, Landlord makes no representation or warranty, express or implied, as to the condition of the Premises or the suitability of the Premises for Tenant's intended uses. Except for Landlord's Work, Landlord shall have no duty to perform any work or repairs to the Premises prior to Tenant's occupancy, and, except as specifically provided herein, Tenant hereby waives any claims against Landlord arising out of the condition of the Premises on its delivery to Tenant.

3.3 Landlord's Work. Subject to (i) the satisfaction of the Mac Grill Contingency, (ii) Landlord's receipt of Landlord's Building Permit (herein defined), and (iii) Tenant's receipt of Tenant's Building Permit (herein defined), Landlord shall perform or cause to be performed all Landlord's Work (as defined in Exhibit C) in a good and workmanlike manner, with good quality materials, in accordance with the Landlord Work Drawings (herein defined), all legal requirements, and, to the extent applicable, the REA. "Delivery of the Premises" shall mean the date on which Landlord provides written notice to Tenant that Landlord's Work in the Premises has been substantially completed (as evidenced by a certificate of completion by Landlord's architect or registered engineer that the Landlord's Work has been performed in accordance with Landlord's Work Drawings (subject to Punch List Items and the provisions of Section 3.4(b) below relating to a Tenant Plan Failure)) and delivers exclusive possession of the Premises, and all keys thereto, in a broom-clean condition (subject to Tenant performing Tenant's Work) to Tenant. However, if Delivery of the Premises occurs prior to Tenant's receipt of Tenant's Building Permit or the expiration of the Tenant's Building Permit Contingency Period, Tenant shall not be required to accept possession of the Premises until the earlier of: (i) the date on which Tenant has

acquired Tenant's Building Permit or (ii) the expiration of the Tenant's Building Permit Contingency Period. Landlord shall exercise commercially reasonable efforts to complete the Punch List Items within sixty (60) days following the Delivery of the Premises, subject to delays caused by other tenants or occupants in the Development or delay caused by Tenant or its agents or contractors, or due to circumstances described in Section 33 ("Force Majeure"). Tenant agrees that Landlord may make any changes in Landlord's Work which may become reasonably necessary or advisable, other than substantial changes, without approval of Tenant, provided notice is promptly given to Tenant and that such changes do not materially change Tenant's plans for Tenant's Work; and Landlord may make substantial changes in Landlord's Work with the written approval of Tenant, which Tenant agrees will not unreasonably be withheld, conditioned or delayed. Landlord anticipates that, subject to delay attributable to Tenant (including, without limitation, a Tenant Plan Failure (as herein defined)) or Force Majeure, as aforesaid, Delivery of the Premises will occur within six (6) months following the later to occur of: (i) the satisfaction (or written waiver by Landlord) of the Mac Grill Contingency, (ii) Landlord's receipt of Landlord's Building Permit, and (iii) Tenant's receipt of Tenant's Building Permit (such date being herein referred to as the "Anticipated Landlord Delivery Date").

Landlord acknowledges that Tenant intends to start construction of Tenant's improvements on the Anticipated Landlord Delivery Date, and that a delay in the Delivery of the Premises beyond such date may cause Tenant to suffer certain losses, including, by way of illustration and not of limitation, lost profits, construction start up and delay costs and wages and benefits for store personnel, the amount of which is impossible to quantify as of the date of this Lease.

Accordingly, in the event the Delivery of the Premises does not occur, unless due to delay attributable to Tenant (including, without limitation, a Tenant Plan Failure) or Force Majeure delays, and subject to the satisfaction of the conditions to the commencement of Landlord's Work as aforesaid, on or before the Anticipated Landlord Delivery Date, Tenant shall, without liability or further obligation to Landlord and as Tenant's sole and exclusive remedy under the terms of this Lease, at law or in equity, be given 1 day of Minimum Rent and Additional Rent free for every day after the Anticipated Landlord Delivery Date that Delivery of the Premises does not occur.

In addition, in the event the Delivery of the Premises does not occur, unless due to delay attributable to Tenant (including, without limitation, a Tenant Plan Failure) or Force Majeure delays, and subject to the satisfaction of the conditions to the commencement of Landlord's Work as aforesaid, on or before the date that is ninety (90) days following the Anticipated Landlord Delivery Date, Tenant may, but shall not be obligated to, without liability or further obligation to Landlord and as Tenant's sole and exclusive remedy under the terms of this Lease, at law or in equity, terminate this Lease by providing written notice of such election to terminate this Lease to Landlord at any time after the expiration of said ninety (90) day period, but prior to the occurrence of the Delivery of the Premises, in which event Tenant shall receive a refund of any Minimum Rent pre-paid by Tenant to Landlord, and in which case, this Lease shall terminate and be of no further force or effect effective as of the date of such notice of termination, without further recourse to either party hereto (except for those obligations that expressly survive the expiration or earlier termination of this Lease). If Tenant so elects to terminate this Lease pursuant to the immediately preceding grammatical sentence, Landlord shall reimburse Tenant for all of Tenant's actual, documented and out-of pocket expenses incurred in connection with this Lease, including, without limitation, design, site selection and lease negotiation costs and expenses, which reimbursement obligation shall not, in any event, exceed Twenty Thousand Dollars (\$20,000.00).

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WITNESS the execution hereof, under seal, as of the day and year aforesaid.

LANDLORD:

TWO WALKERS BROOK CROSSING,
LLC, a Massachusetts limited liability
company

By: TWO WBC MANAGER, LLC,
a Massachusetts limited liability company,
its Manager

By: 
Mark C. Dickinson, Member

TENANT:

CHIPOTLE MEXICAN GRILL OF
COLORADO, LLC, a Colorado limited
liability company

By: 
Name: Mark Crumpacker
Title: Chief Marketing and Development
Officer

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THE COMMONWEALTH OF MASSACHUSETTS
FOREIGN LIMITED LIABILITY COMPANY
CERTIFICATE OF REGISTRATION

- 1. Federal Employer Identification Number:
- 2. Exact name of the limited liability company is. **Chipotle Mexican Grill of Colorado, LLC.**
- 3. Jurisdiction of Organization: **Colorado.**
- 4. Purpose: **Fast casual dining.**
- 5. Street address of principal office: **1543 Wazee Street, Suite 200, Denver, CO 80202.**
- 6. Managers: **Montgomery F. Moran and Steve Ells.**
- 7. The business address of its principal office in the Commonwealth, if any: **N/A**
- 8. The name of the registered agent is: **CT Corporation Systems, 101 Federal Street, Boston, MA 02110.**



 Montgomery F. Moran, Manager

STATE OF COLORADO)
) ss.
 CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17th day of August, 2006 by Montgomery F. Moran as Manager of Chipotle Mexican Grill of Colorado, LLC, a limited liability company.

Witness my hand and official seal.

My Commission expires: 9/20/06



 Notary Public



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**ARTICLES OF ORGANIZATION
FOR CHIPOTLE MEXICAN GRILL OF COLORADO, LLC,
A COLORADO LIMITED LIABILITY COMPANY**

The undersigned, a natural person of at least 18 years of age, acting as organizer of a limited liability company under the Colorado Limited Liability Company Act, adopts the following Articles of Organization for such limited liability company. 19991002003 C

ARTICLE I
Name

\$ 65.00
SECRETARY OF STATE
01-05-1999 16:49:23

The name of the limited liability company is Chipotle Mexican Grill of Colorado, LLC.

ARTICLE II
Principal Place of Business

The principal place of business of the limited liability company is 2546 Fifteenth Street, Denver, CO 80211.

ARTICLE III
Registered Agent

The registered agent of the limited liability company in this state is Messner & Reeves, LLC. The business address of the registered agent is 600 17th Street, Suite 2800-South, Denver, Colorado, 80202.

ARTICLE IV
Initial Manager

The management of the limited liability company shall be vested in managers rather than members. The name and business address of the initial manager who is to serve as manager until the first annual meeting of the members or until his successor is elected and qualified is as follows:

M. Steven Eils, Chief Executive Officer
Chipotle Mexican Grill, Inc.
2546 Fifteenth Street
Denver, CO 80211

IN WITNESS WHEREOF, I have signed these Articles of Organization this 31st day of December, 1998, and I acknowledge the same to be my true act and deed.



Montgomery F. Moran, Organizer
Messner & Reeves, LLC
600 17th Street, Suite 2800
Denver, Colorado 80202

1998-12-31 16:49:23

5 F 41

MAR-09-2007 16:39 FROM:

0499259537

70-5176243891

P 2/2

CERTIFICATE OF AMENDMENT
OF
FOREIGN LIMITED LIABILITY COMPANY

To the Secretary of State
Commonwealth of Massachusetts

The undersigned, an authorized person of CHIPOTLE MEXICAN GRILL OF COLORADO, LLC, a foreign limited liability company being duly sworn, states that

1. The name of the foreign limited liability company (hereinafter referred to as the "foreign limited liability company") is

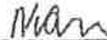
CHIPOTLE MEXICAN GRILL OF COLORADO, LLC

and its name under which the foreign limited liability company is transacting business under in the Commonwealth of Massachusetts is CHIPOTLE MEXICAN GRILL OF COLORADO, LLC

2. The jurisdiction where the foreign limited liability company is organized is Colorado and its date of organization is January 5, 1999; and the date the foreign limited liability company was registered to do business in the Commonwealth of Massachusetts is September 19, 2006.

3. The name and business address of the resident agent of the foreign limited liability company are hereby changed to National Registered Agents, Inc., 313 Congress Street, 2nd Floor, Boston, MA 02210.

Executed on this 11th day of February, 2007.



M. Steven Eils, Manager

SF 42

THE COMMONWEALTH OF MASSACHUSETTS

FOREIGN LIMITED LIABILITY COMPANY
CERTIFICATE OF REGISTRATION

- 1 Federal Employer Identification Number: 84-1485992
- 2 Exact name of the limited liability company is: Chipotle Mexican Grill of Colorado, LLC
- 3 Jurisdiction of Organization: Colorado.
- 4 Purpose: Fast casual dining
- 5 Street address of principal office: 1543 Wazee Street, Suite 200, Denver, CO 80202
- 6 Managers: Montgomery F. Moran and Steve Ellis.
- 7 The business address of its principal office in the Commonwealth, if any: N/A
- 8 The name of the registered agent is: CT Corporation Systems, 101 Federal Street, Boston, MA 02110



 Montgomery F. Moran, Manager

STATE OF COLORADO)
) ss
 CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17th day of August, 2006 by Montgomery F. Moran as Manager of Chipotle Mexican Grill of Colorado, LLC, a limited liability company.

Witness my hand and official seal.

My Commission expires: 8/20/06



 Notary Public

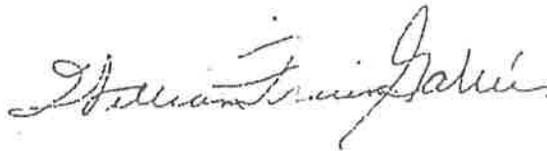


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THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:
September 19, 2006 2:43 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LATHAM LAW OFFICES LLC

**643 MAIN STREET
READING, MA 01867**

**O. BRADLEY LATHAM*
CHRISTOPHER M. O. LATHAM
JOSHUA E. LATHAM***

**TEL: (781) 942-4400
FAX: (781) 944-7079**

***ADMITTED TO PRACTICE IN
MASSACHUSETTS AND NEW HAMPSHIRE**

June 2, 2016

Bob LeLacheur, Jr., Town Manager
Jean Delios, Assistant Town Manager
Reading Town Hall
16 Lowell Street
Reading, MA 01867

RE: *172 Woburn Street, Reading, MA; Michael Sullivan (Reading Equitable Housing LLC)*

We look forward to meeting again with the Board of Selectmen on June 21st to further discuss the proposal to renovate the former school building at 172 Woburn Street, Reading (the "Site") to create 20 apartment units. Mr. Sullivan requests support from the Board of Selectmen for this proposal under a concept of a "friendly" comprehensive permit.¹

The Site contains a three-story brick building that once served as a parochial school and later as a public school. The property was used most recently as a for-profit gymnastic academy. The building would be renovated and preserved. The building is located on a site of a sufficient size to accommodate the residential use. There would be adequate on-site parking that would meet or exceed the parking requirements of the Town for an apartment.²

The proposal involves significant upgrading to the building and the Site. The building would be made more residential in character. All of the windows would be replaced. Windows would be installed in what is now a blank front wall. The building would have a sprinkler fire-suppression system. An attractive entrance portico would be added to the front of the building. The exit driveway on the westerly side of the building would be widened by moving the current retaining wall. The site would be enhanced with attractive landscaping. The design makes the site more permeable for better drainage.

¹ Massachusetts General Laws chapter 40B, sections 20-23, which was adopted by the legislature to address the shortage of low and moderate income affordable housing.

² The Reading Zoning Bylaw requires 1.5 parking spaces for each apartment unit. With 20 units, 30 parking spaces would be required. The proposal is for 35 on-site parking spaces to be dedicated exclusively for the apartment occupants.

The building would be made handicapped accessible, in compliance with Americans with Disabilities Act and the Massachusetts Architectural Access Board requirements. An elevator would be installed. There would be a mix of one, two and three bedroom units³. One unit would have universal design to provide access and use for a disabled person.

Subsequent to our last meeting with the Board, Mike Sullivan has communicated with the neighbors and Town staff regarding design, issues and concerns. We had a cordial meeting with about 35 of the site neighbors to discuss the project and exchange ideas. That discussion has been instructive and as a result changes have been made to the project based upon their comments.

We enclose the following materials with this letter:

1. Existing Condition Site Plan showing the lot, the building, and the existing parking on the Site.
2. Proposed Condition Site Plan showing the lot, the building, a wider exit driveway, a relocated retaining wall, parking reconfiguration, and improved rainwater recharge features.
3. Interior Layout Plans showing the interior layout of the renovated building.
4. Elevation drawings of the building.
5. Presentation drawing of the front of the building showing the portico and enhanced landscaping.

The revised site plan is the direct result of communications with the neighbors and Town staff. For example, the trash dumpster has been recessed into the retaining wall and located a convenient distance from the building for use by the occupants, but farther away from the abutters. The roof runoff from the building, which currently sheets over the paved parking lot, will be piped to a subsurface leaching field and recharged into the ground. A rain garden and pervious pavers are also included. Driveway changes have been made to create access acceptable to the Fire Department.

Five of the apartment units (25%) would be affordable⁴. The perpetual affordability of these units would be assured by means of a Regulatory Agreement with the Town and the Department of Housing and Community Development. The developer-owner would be a qualified limited dividend organization that is eligible under the State regulations⁵. As a

³ By current state requirement, ten percent of the units must be three bedroom units.

⁴ Affordable meaning that the rent charged for the affordable units would meet the rental requirements imposed by DHCD.

⁵ 760 CMR 56.02 defines a limited dividend organization as any entity which proposes to sponsor a project under MGL c. 40B sections 20-23; and is not a public agency or a non-profit; and is eligible to receive a

limited dividend organization, the profits to the developer/owner are limited and controlled. Inasmuch as the residential use would be for apartment purposes (not condominium units), all of the twenty (20) units within the building would qualify to count towards the Town's subsidized housing inventory.

The proposed re-use of the school building is consistent with smart growth. It reuses an existing structure without creating additional density. It avoids further deterioration, risk and waste with an empty building. The building is in close proximity to public transportation, including both bus and train service at the Reading Depot. The building, heating, ventilating and air-conditioning systems would be of an efficient design. The property would be tied to public water and public sewer. The use of this building for residential purposes is consistent with the Town's master housing plan.

Mr. Sullivan respectfully requests that the Board of Selectmen support this inclusionary housing by means of a mutually cooperative comprehensive permit.

Sincerely,

Latham Law Offices, LLC



O. Bradley Latham

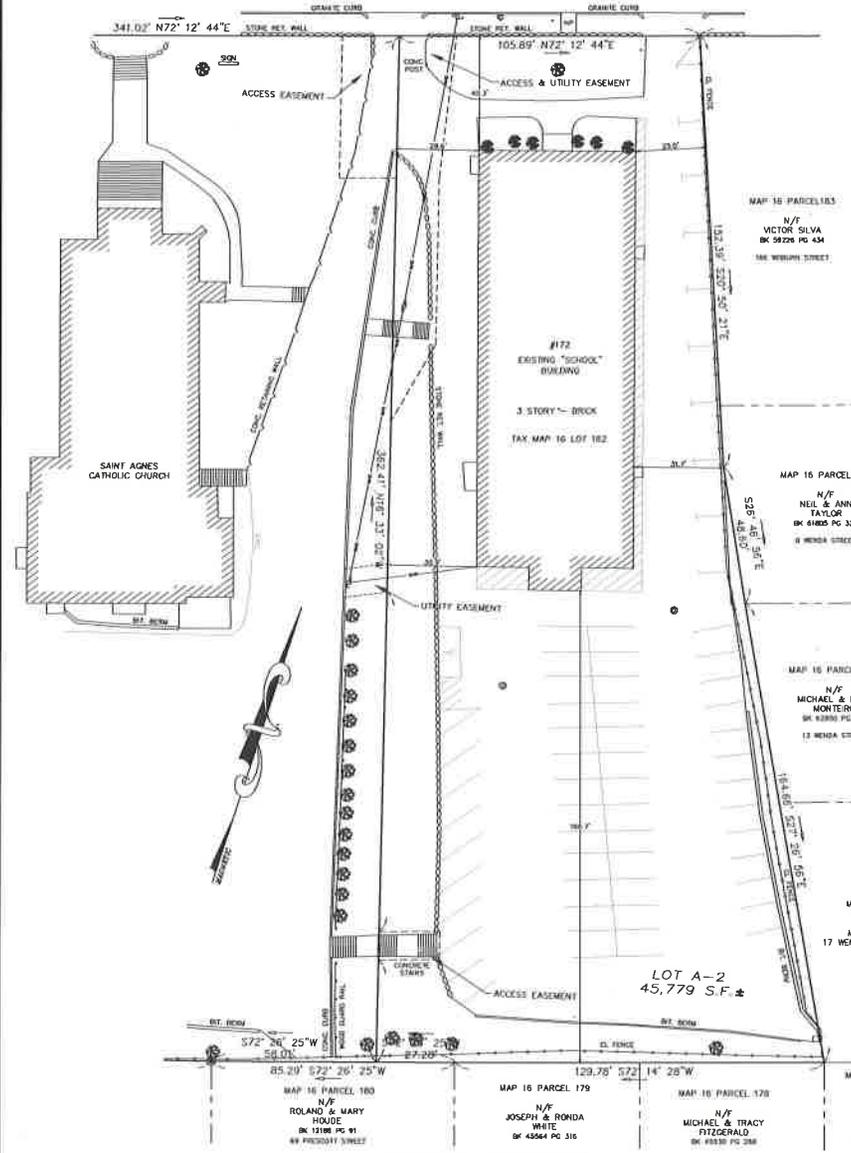
cc: Julie D. Mercier, AICP, LEED AP, Community Planning Director

Subsidy from a Subsidizing Agency after a Comprehensive Permit has been issued and which, unless otherwise governed by a federal act or regulations, agrees to comply with the requirements of the Subsidizing Agency relative to a reasonable return for building and operating the Project.



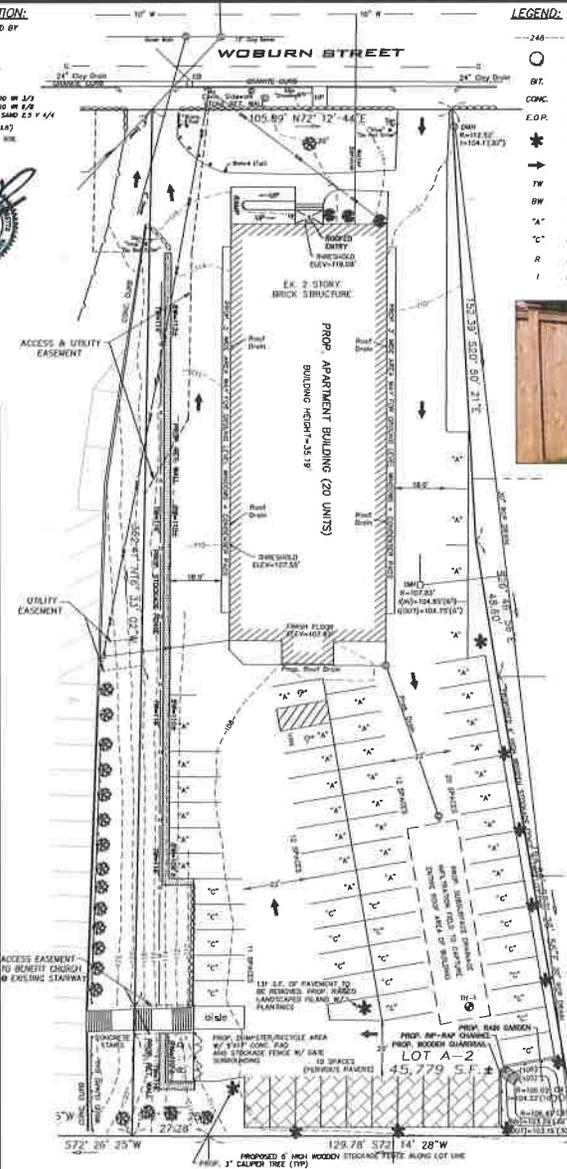
Shy

WOBURN STREET
(50' WIDE - PUBLIC)



EXISTING CONDITIONS

SOILS INFORMATION:
TEST #15: MDC PERFORMED BY JOHN D. SKALMAN R. P.E. ON 6/2/16
TEST #16: 11' ELEVATION: 105.89' HEDGING @ 34" 0'-2" PARALLEL TO FULL (CONV.) 2'-14" HEDGING A 15 TO 10 W/ 1/2 10'-14" HEDGING @ 15 TO 10 W/ 1/2 10'-14" LAYER C: M-C SAND 2.5 Y 4/4 20' HEDGING: 10' (ELEV: 104.6) FOUNDATION: 18" x 18" x 18" x 18"



PROPOSED CONDITIONS

LEGEND:

- 248- TWO FOOT CONTOUR
- DECIDUOUS TREE (> 6" DIA)
- BT. BATHOUS
- CONC. CONCRETE
- E.O.P. EDGE OF PAVEMENT
- ★ PROP. 3" CALIPER TREE
- PROP. TRAFFIC FLOW
- TW TOP OF WALL
- BW BOTTOM OF WALL
- "A" DESIGNATED APARTMENT PARKING
- "C" DESIGNATED CURB PARKING
- R FIN
- I INVERT

CURRENTLY ZONED: S 15

REQUIRED	PROVIDED (LOT A2)
AREA	15,000 S.F.
LOT WOODY COVERAGE	45,779 S.F.
FRONT SETBACK	100'
FRONT SETBACK	30'
SIDE SETBACK	25.0'
REAR SETBACK	30'
COVERAGE %	23%
	18.1%

CURRENT OWNER: ROMAN CARBONIC ARCHBISHOP OF BOSTON
CURRENT ADDRESS: 66 BROOKS DRIVE BRAintree, MA 02184
TITLE REFERENCE: BOOK 3152 AND PAGE 376

- PROPOSED OFF-STREET PARKING:**
- 20 APARTMENT UNITS
 - 1 1/2 PARKING SPACES/UNIT
 - TOTAL REQUIRED SPACES FOR APARTMENTS: 30
 - TOTAL PROVIDED SPACES FOR APARTMENTS: 35
 - TOTAL PROVIDED SPACES KNOWN: 88 (38 FOR APARTMENTS)
- PARKING SPACES:
- CONVENTIONAL 'V' @ 18'
 - PARALLEL 'H' @ 30'



6 FOOT HIGH WOODEN PRIVACY FENCE



WOODEN GUARDRAIL AT RAINGARDEN



VERSA-LOK WEATHERED COLORED BLOCK RETAINING WALL ALONG PORTION OF WESTERLY LOT LINE

172 WOBURN STREET

SITE PLAN OF LAND
LOCATED IN
READING, MASSACHUSETTS
(MIDDLESEX COUNTY)

PREPARED FOR
TRIDENT MANAGEMENT

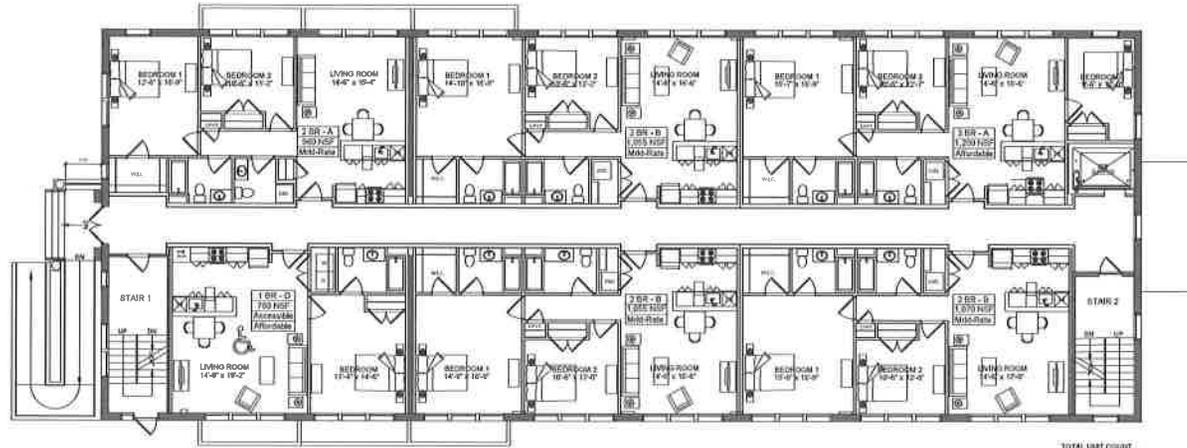
SCALE: 1" = 20' DATE: JUNE 3, 2016

PREPARED BY
SULLIVAN ENGINEERING GROUP, LLC
P.O. BOX 3004
WOBURN, MA 01890
(781) 854-8644

SHEET No. 1 OF 1

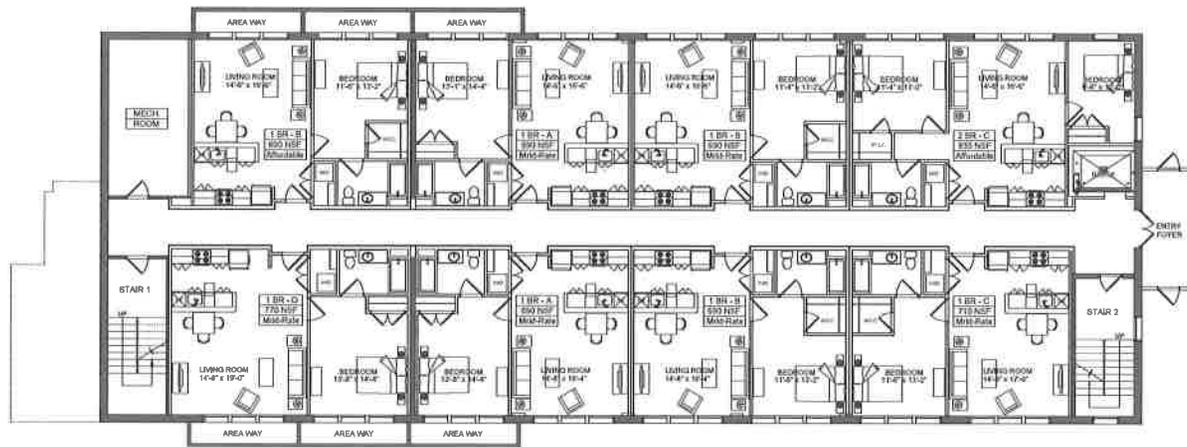


Sh5



2 1ST FLOOR PLAN
Scale

TOTAL UNIT COUNT:
(1) 1 BEDROOM UNITS
(9) 2 BEDROOM UNITS
(7) 3 BEDROOM UNITS
25 TOTAL UNITS



1 GROUND FLOOR PLAN
1/8" = 1'-0"

UNIT MATRIX			UNIT TOTAL
1 BEDROOM 1 BATH UNITS	2 BEDROOM UNITS	3 BEDROOM 2 BATH UNITS	
Type A 880sf x 2 = 1,760sf	Type A (1) 880sf x 2 = 1,760sf	Type A 1,200sf x 2 = 2,400sf	
Type B 880sf x 1 = 880sf	Type B (2) 880sf x 2 = 1,760sf	Type C (1) 836sf x 1 = 836sf	
Type C 716sf x 1 = 716sf	Type C (1) 836sf x 1 = 836sf		
Type D 708sf x 1 = 708sf			
Total = 6,442sf / 3 = 2,147sf Average	Total = 6,176sf / 3 = 2,059sf Average	Total = 2,400sf / 2 = 1,200sf Average	16,038sf / 30 = 534sf Unit Average

TOTAL UNIT COUNT:
(1) 1 BEDROOM UNITS
(9) 2 BEDROOM UNITS
(7) 3 BEDROOM UNITS
25 TOTAL UNITS

Revisions

#	Date

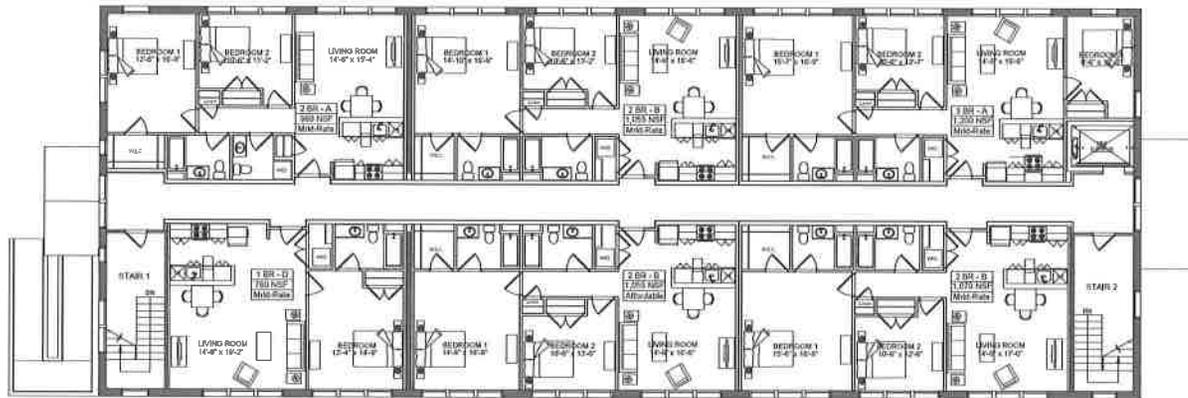
DMS design, llc
Architectural Design Services
100 Operating Center, Suite 330C
Beverly, MA 01915
Phone: 978-687-4970
Fax: 978-687-5373

Proposed Renovation to:
Saint Agnes School
172 Wilson Street, Reading, MA

Ground and First Floor Plan
Scale: 1/8" = 1'-0"
Sheet: 02-2016
Drawn: J. Vanant

A-1

5h6



1 2ND FLOOR PLAN
1/8" = 1'-0"

TOTAL UNIT COUNT
 (1) 1 BEDROOM UNIT
 (9) 2 BEDROOM UNITS
 (9) 3 BEDROOM UNITS
 20 TOTAL UNITS

Revisions	
#	Date

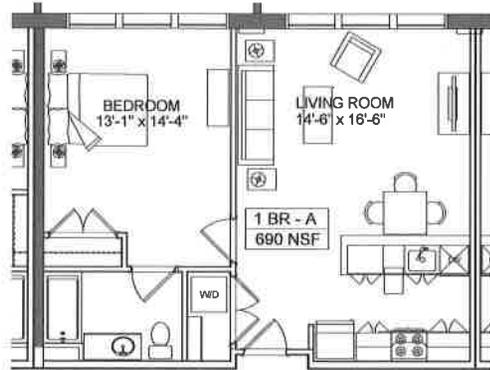
DMS design, llc
 Architectural Design Services
 100 Channing Center, Suite 330C
 Boston, MA 02116
 Phone: 978-962-3470
 Fax: 978-962-3571

Proposed Renovation for:
Saint Agnes School
 172 Wolcott Street, Reading, MA

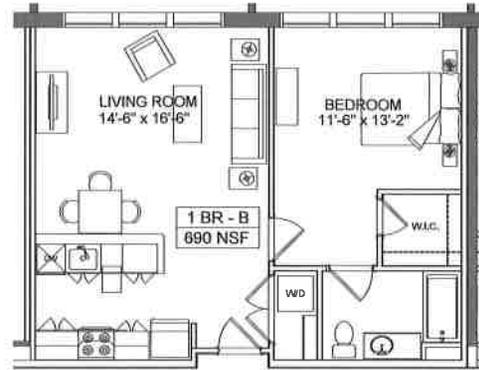
Second Floor Plan
 Scale: 1/8" = 1'-0"
 Date: 12/20/16
 Drawn By: JML

A-2

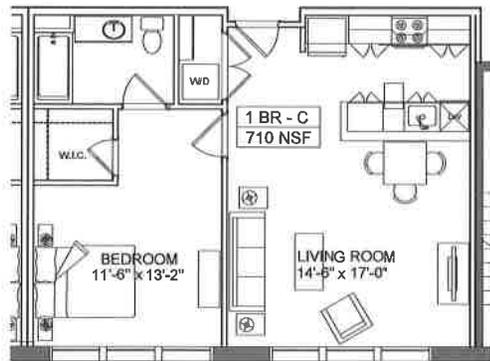
567



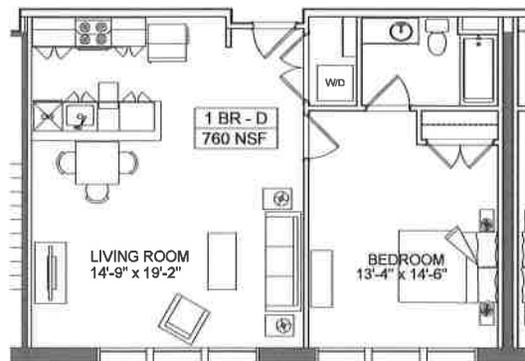
1 1 Bedroom Type A (690 Sq Ft)
1/4" = 1'-0"



2 1 Bedroom Type B (690 Sq Ft)
1/4" = 1'-0"



3 1 Bedroom Type C (715 Sq Ft)
1/4" = 1'-0"



4 1 Bedroom Type D (760 Sq Ft)
1/4" = 1'-0"

REVISIONS	
#	Date

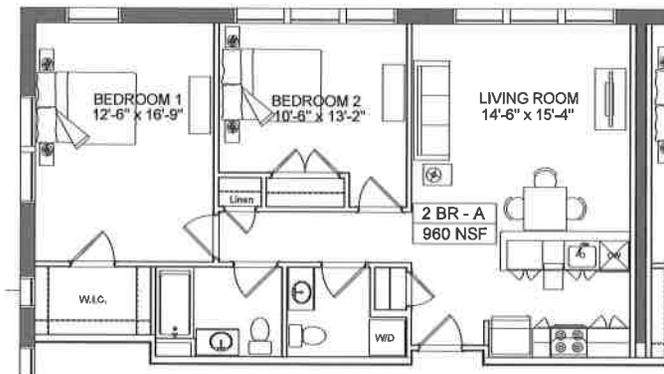
DMS design, llc
 Architectural Design Services
 100 Commuter Center, Suite 339C
 Woburn, MA 01897
 Phone: 781-935-5470
 Fax: 866-513-5573

Proposed Renovation to:
Saint Agnes School
 173 Walnut Street, Reading, MA

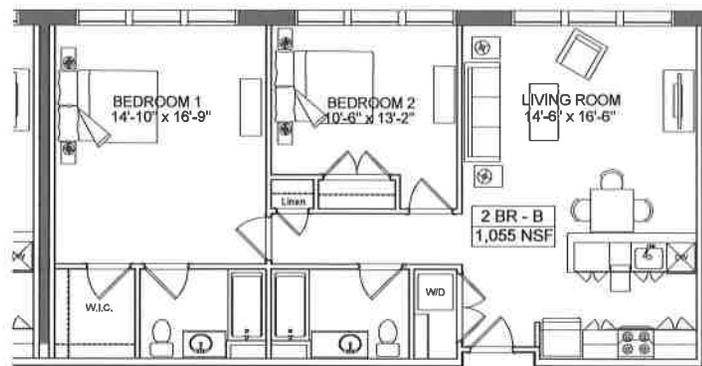
Enlarged
 Bedroom
 Plans
 Scale: 1/4" = 1'-0"
 Date: 2-22-2016
 Drawn: DWT

A-3

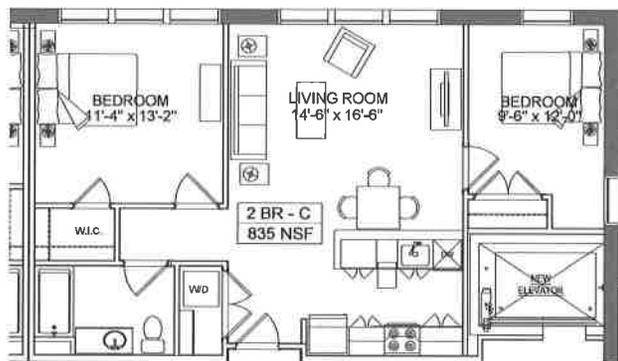
5h8



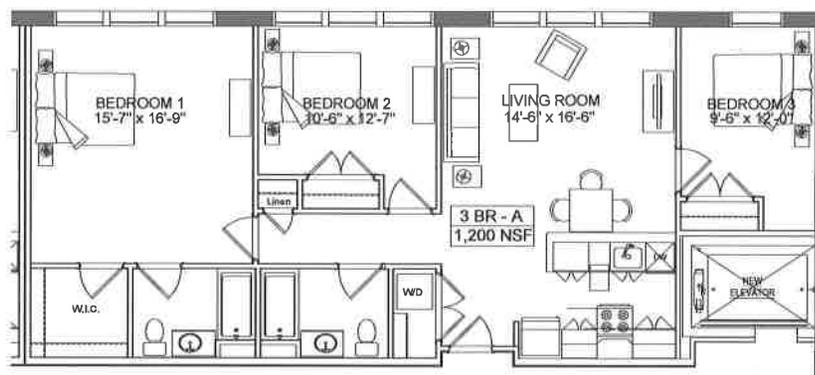
1 2 Bedroom Type A (960 Sq Ft)
1/4" = 1'-0"



2 2 Bedroom Type B (1,070 Sq Ft)
1/4" = 1'-0"



3 2 Bedroom Type C (835 Sq Ft)
1/4" = 1'-0"



4 3 Bedroom Type A (1,200 Sq Ft)
1/4" = 1'-0"

Revisions	Date

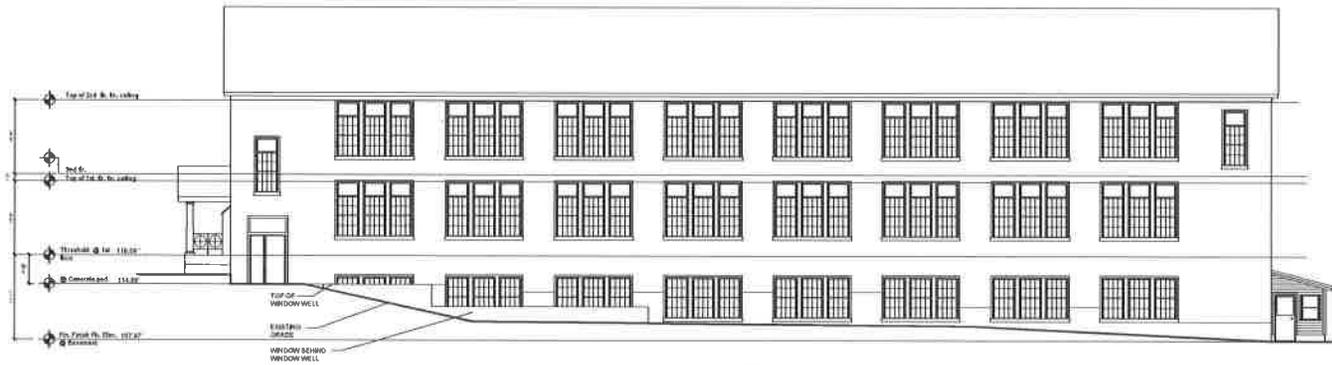
DMS design, llc
Architectural Design Services
100 Cummings Center, Suite 339C
Beverly Hills, MA 01915
Phone: 978-943-5470
Fax: 966-613-5573

Prepared Remodeling for:
Saint Agnes School
172 Walnut Street, Braintree, MA

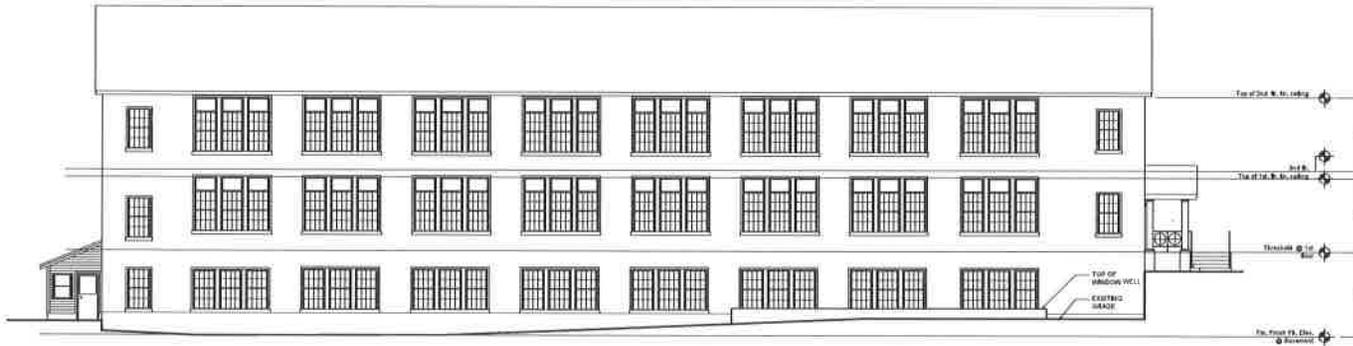
ENLARGED BEDROOM PLANS
Scale: 1/4" = 1'-0"
Date: 7-22-2016
Drawn By: JMB

A-4

519



2 Proposed Right Side Elevation
1/8" = 1'-0"



1 Proposed Left Side Elevation
1/8" = 1'-0"

Revisions

No.	Date

DMS design, llc
Architectural Design Services
100 Cummings Center, Suite 339C
Boston, MA 02142-5179
Phone: 781-962-5470
Fax: 866-513-5573

Proposed Renovations for:
Saint Agnes School
172 Wolcott Street, Reading, MA

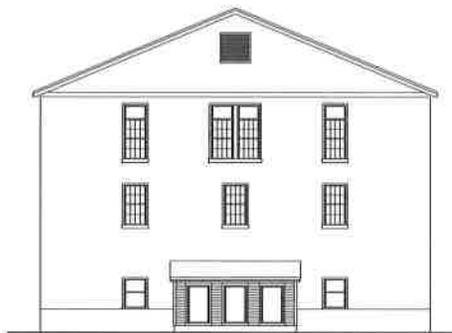
Proposed
Exterior
Elevations
Scale: 1/8" = 1'-0"
Date: 2.12.2016
Drawn By: DMS

A-5

5610



2 Proposed Front Elevation
1/8" = 1'-0"



1 Proposed Rear Elevation
1/8" = 1'-0"

Revisions	
#	Date

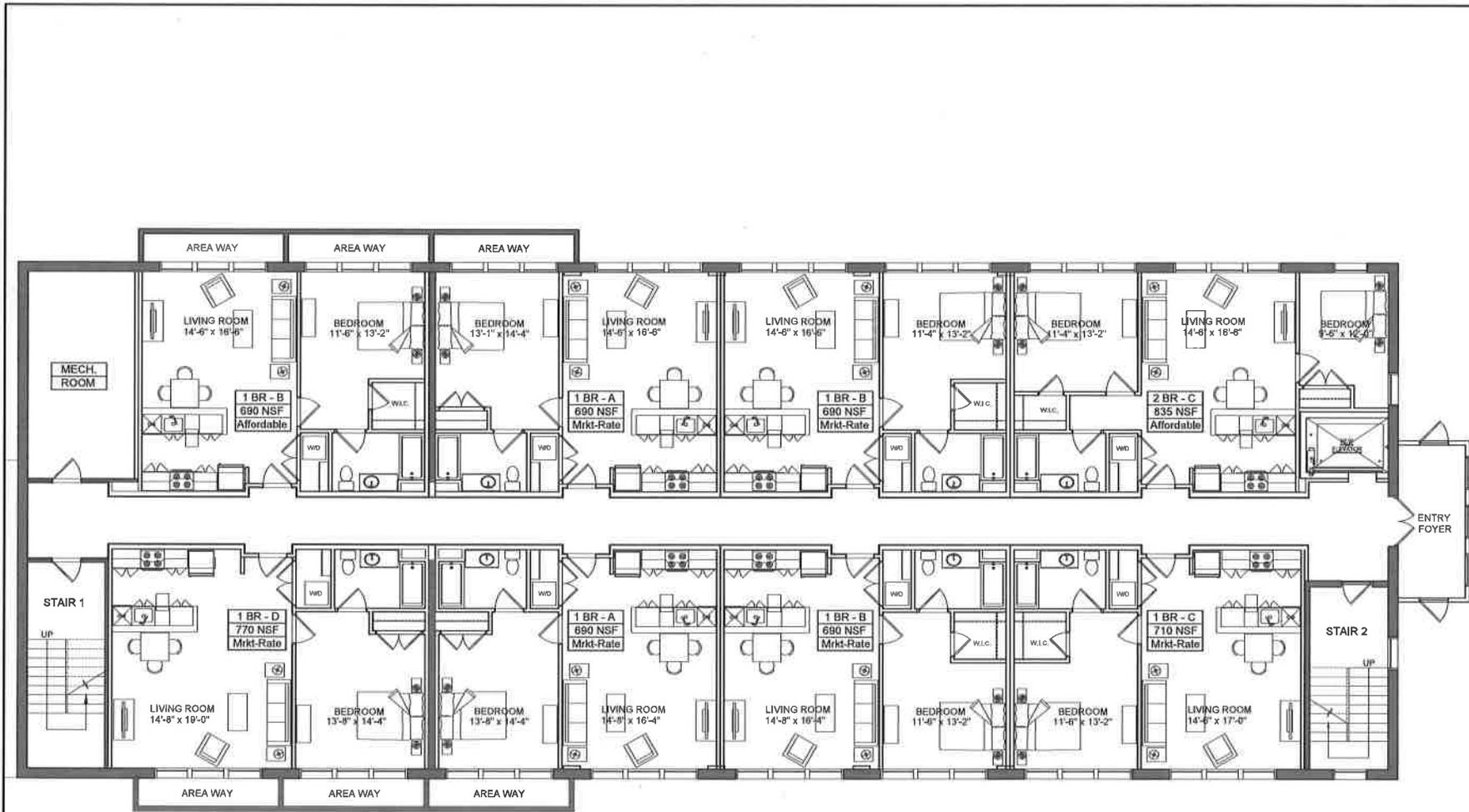
DMS design, llc
 Architectural Design Services
 100 Cummings Center, Suite 339C
 Andover, MA 01810
 Phone: 978-865-5470
 Fax: 964-511-5523

Proposed Renovation to:
Saint Agnes School
 172 Webern Street, Reading, MA

Proposed
 Exterior
 Elevation
 Scale: 1/8" = 1'-0"
 Date: 2/12/2016
 Drawn By: DMS

A-6

5411



1 Proposed Ground Floor Plan
 Scale: 3/32" = 1'-0"

UNIT MATRIX			
1 BEDROOM 1 BATH UNITS	2 BEDROOM UNITS	3 BEDROOM 2 BATH UNITS	UNIT TOTAL
Type A 690sf x 2 = 1,380sf	Type A (1 1/2 Baths) 980sf x 2 = 1,920sf	Type A 1,200sf x 2 = 2,400sf	
Type B 690sf x 3 = 2,070sf	Type B (2 Baths) 1,070sf x 6 = 6,420sf		
Type C 715sf x 1 = 715sf	Type C (1 Bath) 835sf x 1 = 835sf		
Type D 780sf x 3 = 2,280sf			
Total = 6,445sf / 9 = 716sf Average	Total = 9,175sf / 9 = 1,019sf Average	Total = 2,400sf / 2 = 1,200sf Average	18,020sf / 20 = 901sf Unit Average
Avg. Affordable 1 Bed Unit = 725sf	Average Affordable 2 Bed Unit = 845sf	Avg. Affordable 3 Bed Unit = 1,200sf	4,540sf / 5 = 908sf Unit Average

TOTAL UNIT COUNT
 (8) 1 BEDROOM UNITS
 (8) 2 BEDROOM UNITS
 (2) 3 BEDROOM UNITS
 20 TOTAL UNITS

Revisions	
#	Date

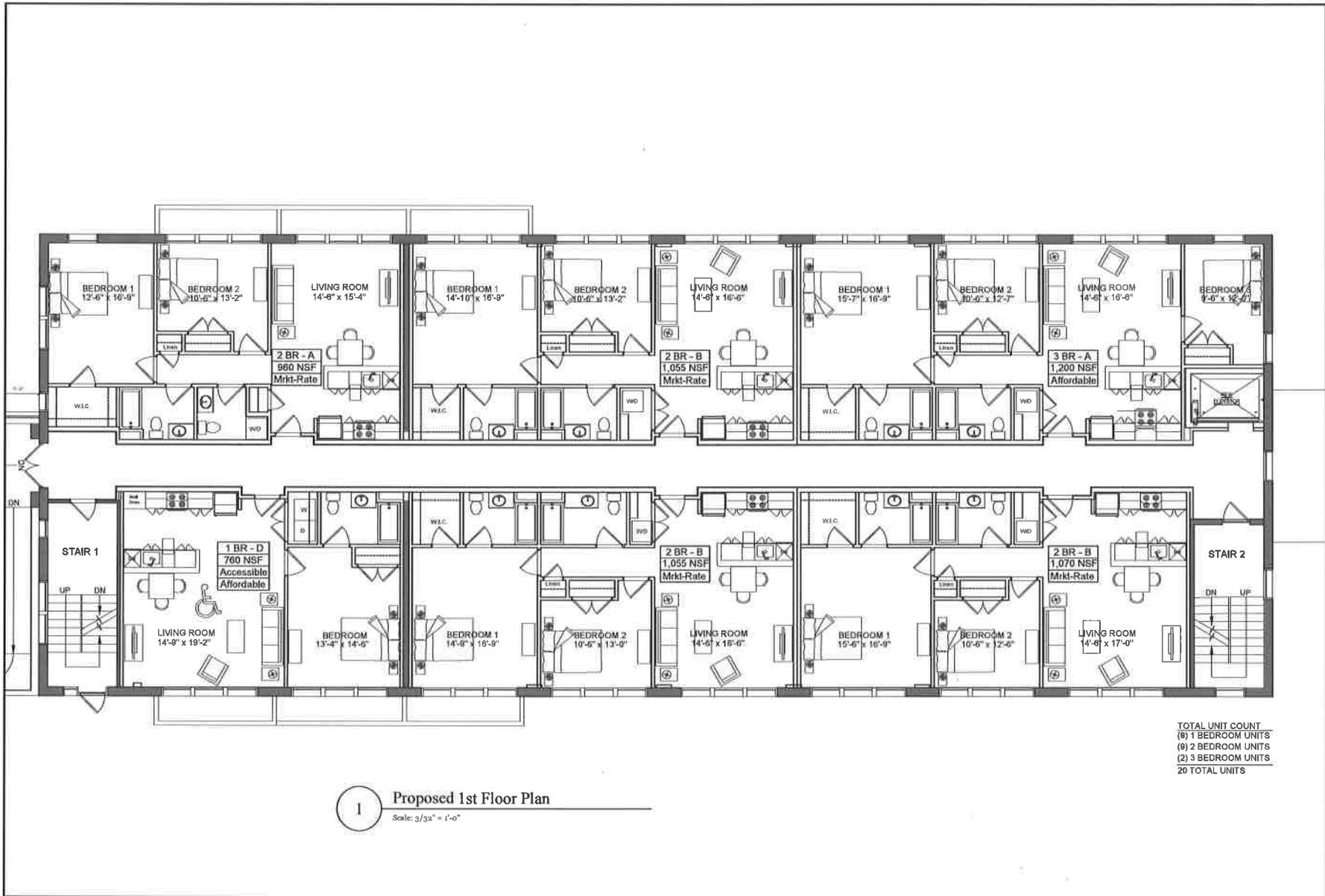
Proposed Renovations to:
Saint Agnes School
 172 Wolcott Street, Reading, MA

DMS design, llc
 Architectural Design Services
 100 Cummings Center, Suite 210C
 Beverly, MA 01915
 Phone: 978-686-3390
 Fax: 978-686-4543

Proposed Ground Floor Plan	
Scale: 3/32" = 1'-0"	Drawn by: DMS
Date: 5/27/2016	

A1.0

5h12



Revisions	
#	Date

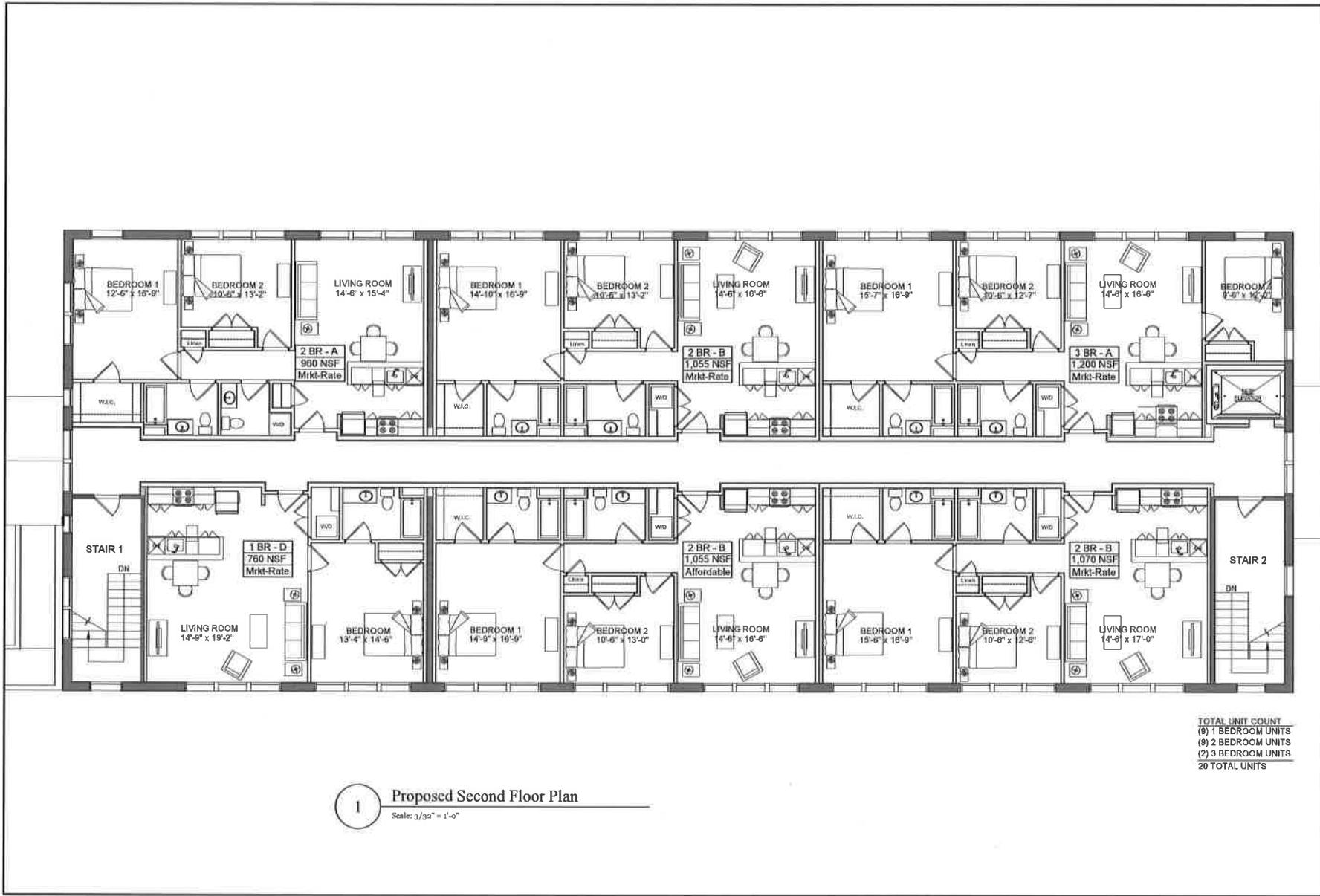
DMS design, llc
 Architectural Design Services
 165 Cummings Center, Suite 213C
 Beverly, MA 01915
 Phone: 978-686-9470
 Fax: 978-686-8651

Proposed Renovation to:
Saint Agnes School
 175 Woburn Street, Reading, MA

Proposed First Floor Plan
 Scale: 3/32" = 1'-0"
 Date: 4/21/2010
 Drawn By: DMS

A1.1

5h13



1 Proposed Second Floor Plan
 Scale: 3/32" = 1'-0"

TOTAL UNIT COUNT
 (9) 1 BEDROOM UNITS
 (9) 2 BEDROOM UNITS
 (2) 3 BEDROOM UNITS
 20 TOTAL UNITS

--	--

Revisions	#	Date

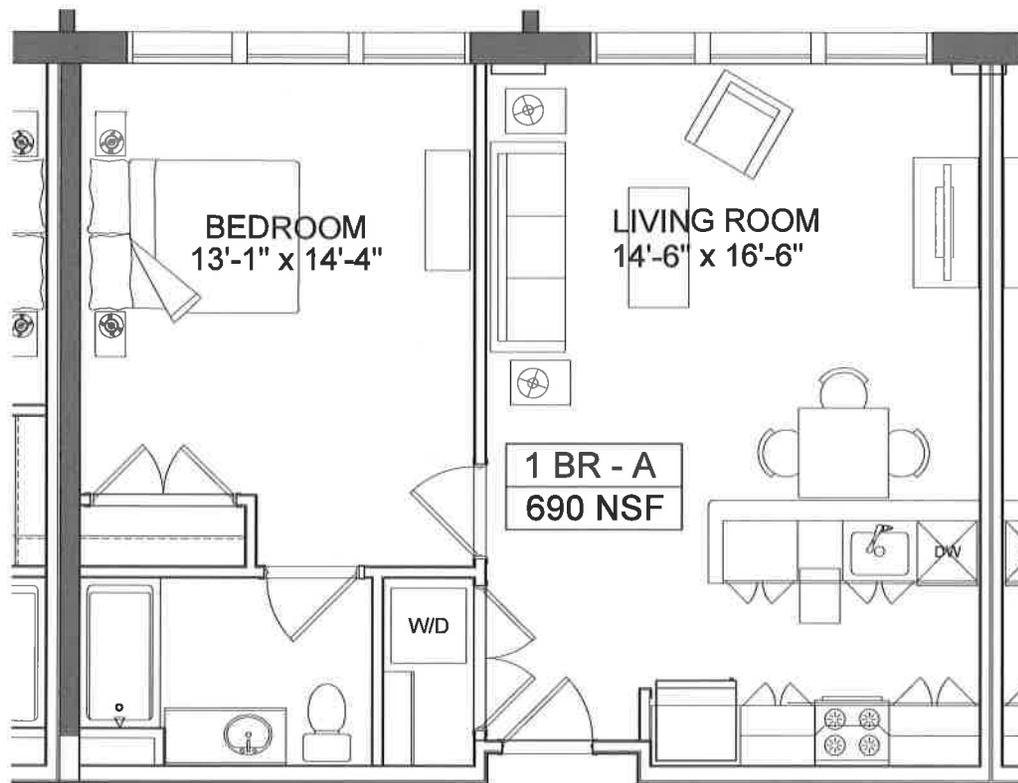
Proposed Revisions to:
Saint Agnes School
 175 Woburn Street, Reading, MA

DMS design, llc
 Architectural Design Services
 150 Cummings Center, Suite 210C
 Beverly, MA 01915
 Phone: 978-666-9490
 Fax: 978-666-8821

Proposed Second Floor Plan	Scale: 3/32" = 1'-0"
	Date: 5/29/2015
	Drawn By: DMS

A2

5h14



1 1 Bedroom Type A (690 Sq Ft)
Scale: 1/4" = 1'-0"



Revisions	
#	Date

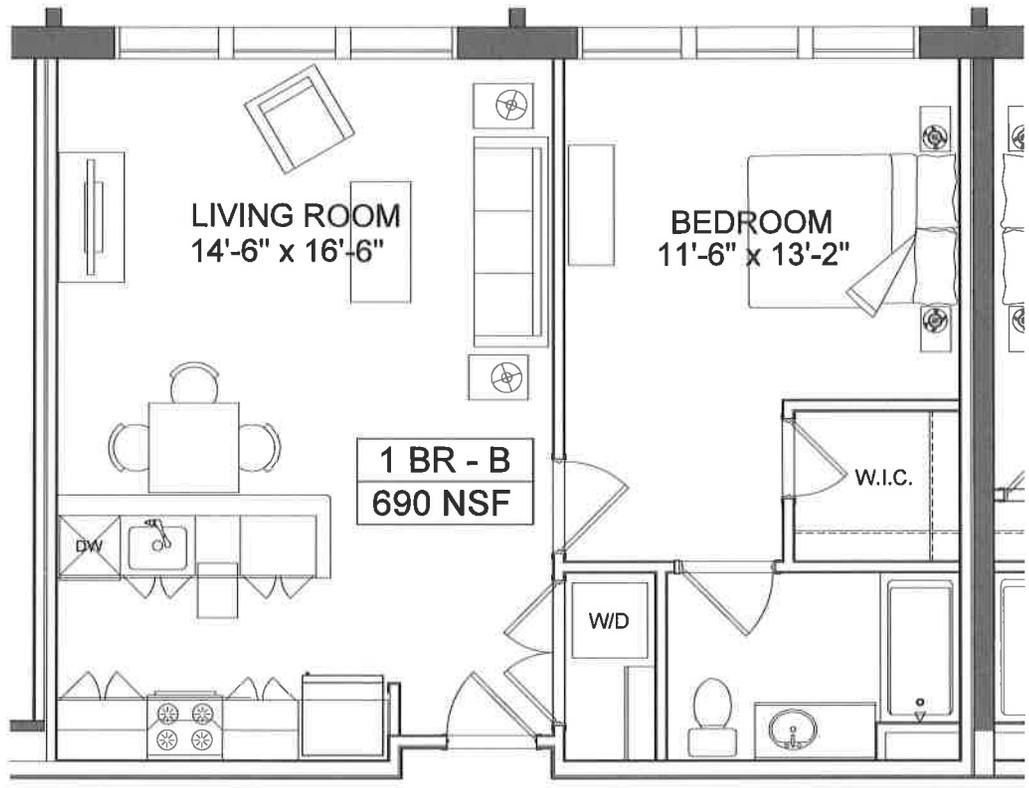
Proposed Renovations to:
Saint Agnes School
172 Woburn Street, Reading, MA

DMS design, llc
Architectural Design Services
100 Cummings Center, Suite 213C
Beverly, MA 01915
Phone: 978-686-3490
Fax: 978-686-4550

Enlarged Bedroom Plan
Scale: 1/4" = 1'-0"
Date: 6/25/2010
Drawn By: DMS

A3.0

5h15



1 1 Bedroom Type B (690 Sq Ft)
Scale: 1/4" = 1'-0"



Revisions

#	Date

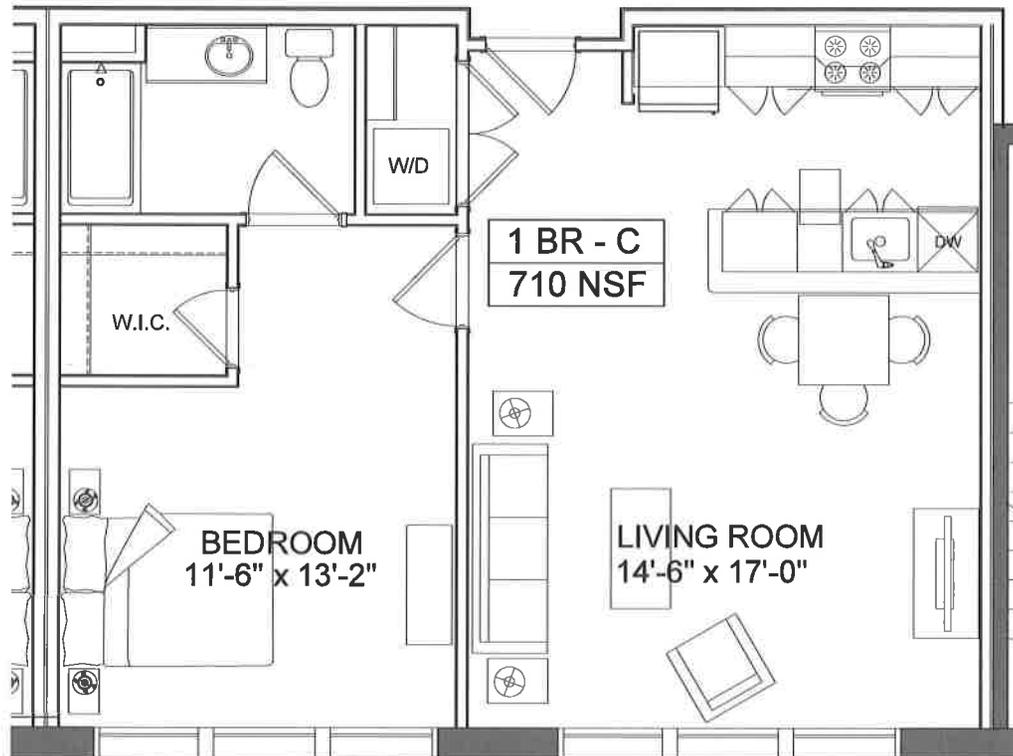
DMS design, llc
 Architectural Design Services
 150 Cummings Center, Suite 210C
 Beverly, MA 01915
 Phone: 978-686-9190
 Fax: 978-686-9251

Proposed Renovations to:
Saint Agnes School
 175 Woburn Street, Reading, MA

Enlarged Bedroom Plan
 Scale: 1/4" = 1'-0"
 Date: 6/20/2010
 Drawn By: DMS

A3.1

5h16



1 1 Bedroom Type C (710 Sq Ft)
Scale: 1/4" = 1'-0"

Revisions	
#	Date

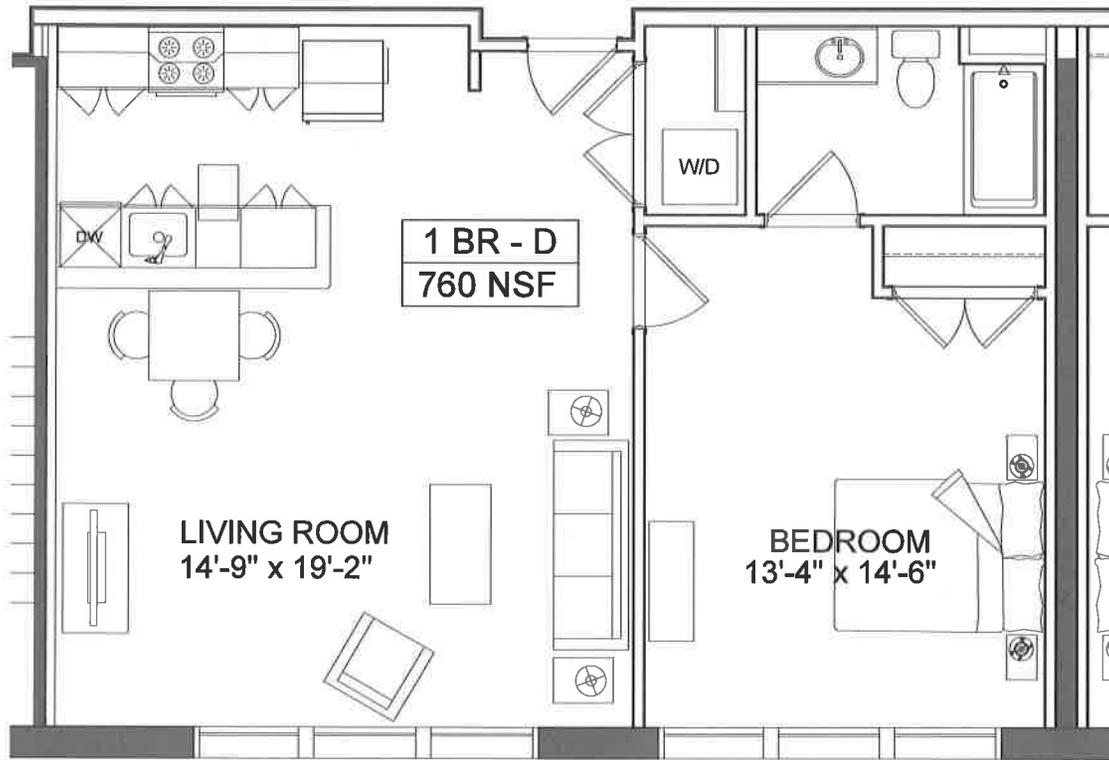
Proposed Renovations for:
Saint Agnes School
172 Woburn Street, Reading, MA

DMS design, llc
Architectural Design Services
100 Cummings Center, Suite 215C
Beverly, MA 01915
Phone: 978-665-3470
Fax: 978-665-4551

Enlarged Bedroom Plan
Scale: 1/4" = 1'-0"
Date: 5/31/2016
Drawn By: DMS

A3.2

5h17



1 1 Bedroom Type D (760 Sq Ft)
Scale: 1/4" = 1'-0"

Revisions	
#	Date

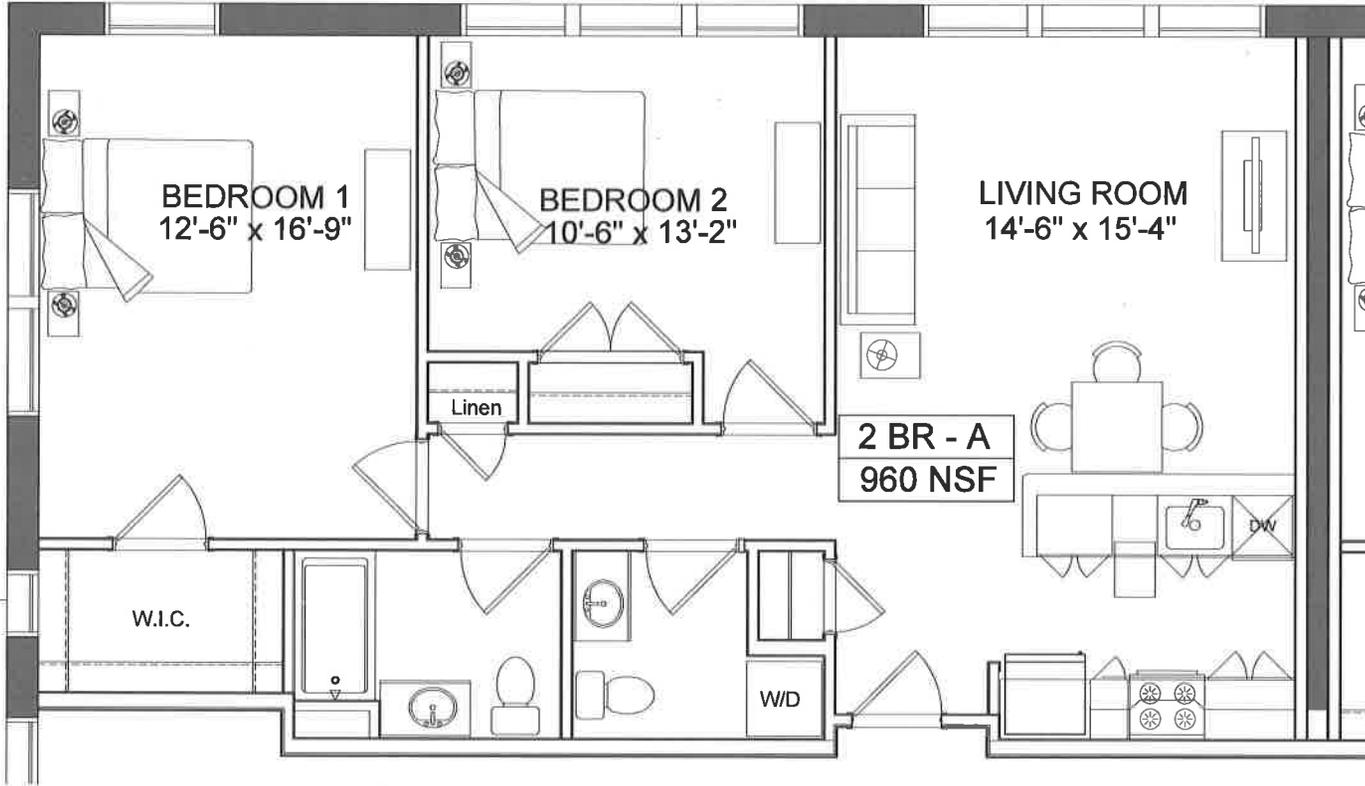
DMS design, llc
 Architectural Design Services
 100 Cummings Center, Suite 215C
 Beverly, MA 01915
 Phone: 978-689-3470
 Fax: 978-689-8651

Proposed Renovations to:
Saint Agnes School
 175 Woburn Street, Reading, MA

Enlarged Bedroom Plan
 Scale: 1/4" = 1'-0"
 Date: 6/23/2016
 Drawn By: DMS

A3.3

5h18



1 2 Bedroom Type A (960 Sq Ft)
 Scale: 1/4" = 1'-0"

--

Revisions	
#	Date

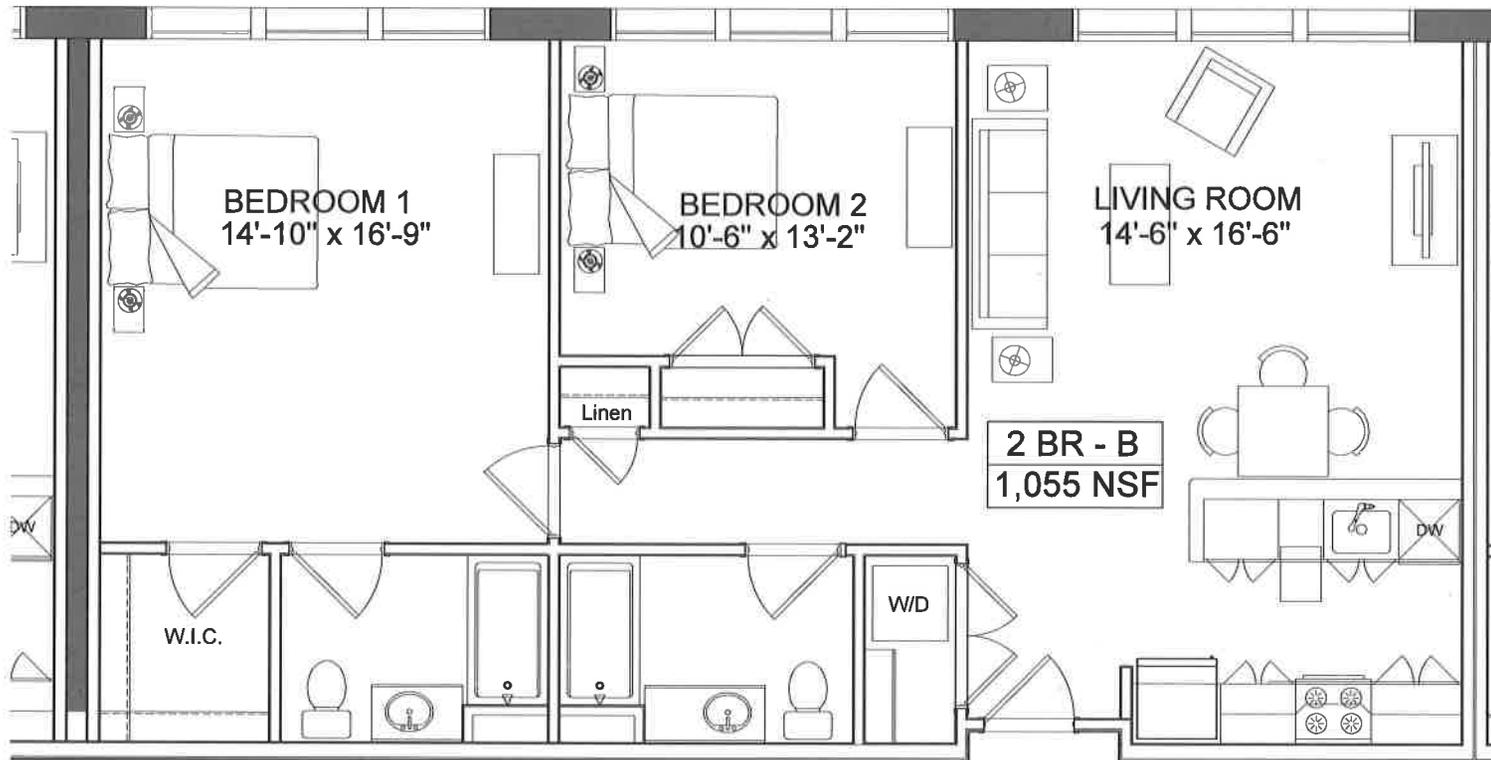
DMS design, llc
 Architectural Design Services
 100 Courthouse Center, Suite 215C
 Phone: 978-962-3470
 Fax: 966-648-8631

Prepared Renovations to:
Saint Agnes School
 172 Woburn Street, Reading, MA

Enlarged Bedroom Plan
 Scale: 1/4" = 1'-0"
 Date: 01/20/2016
 Drawn By: DMS

A3.4

5.1.19



1 2 Bedroom Type B (1,055 Sq Ft)
Scale: 1/4" = 1'-0"

Revisions	Date

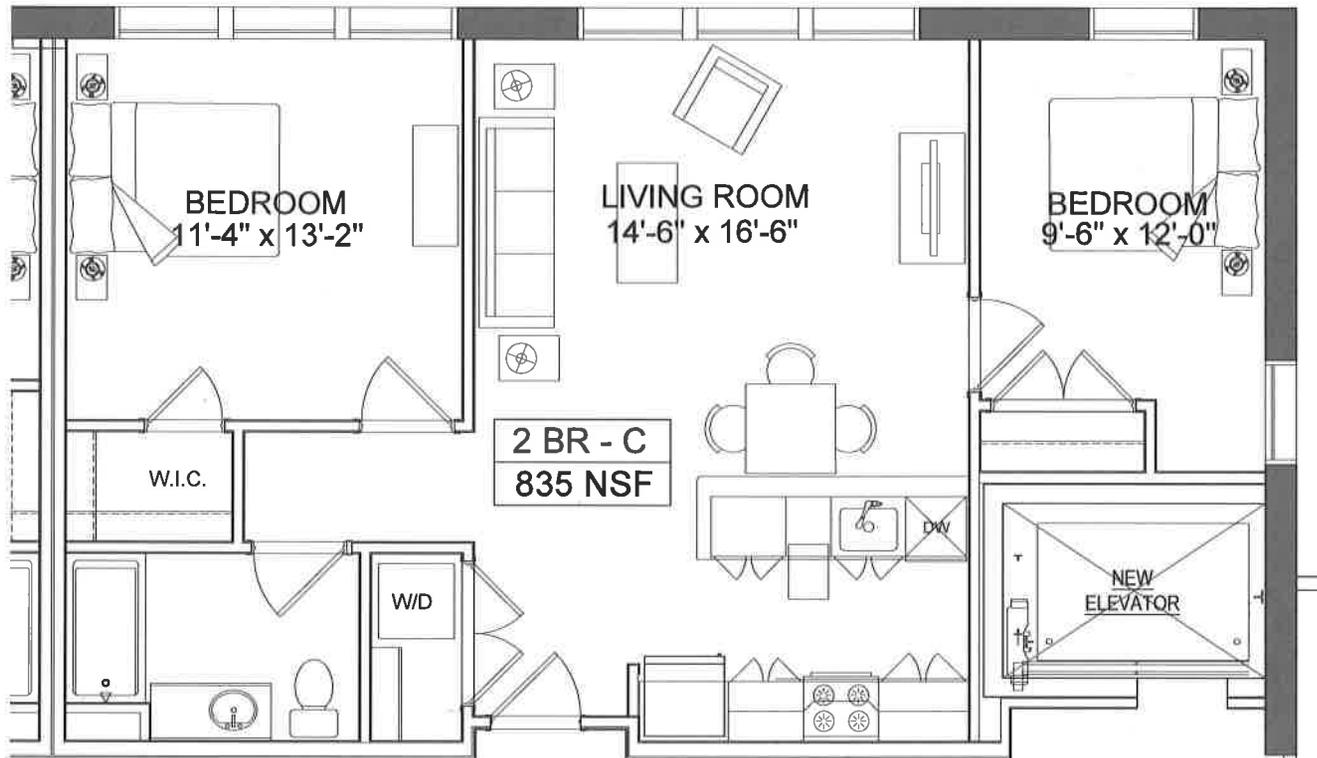
Prepared Renovations for:
Saint Agnes School
172 Woburn Street, Reading, MA

DMS design, llc
Architectural Design Services
100 Cummings Center, Suite 215C
Boston, MA
Phone: 978-962-3470
Fax: 966-648-1651

Enlarged Bedroom Plan
Scale: 1/4" = 1'-0"
Date: 6/24/2016
Drawn by: DMS

A3.5

5h20



1 2 Bedroom Type C (835 Sq Ft)
Scale: 1/4" = 1'-0"

#	Date

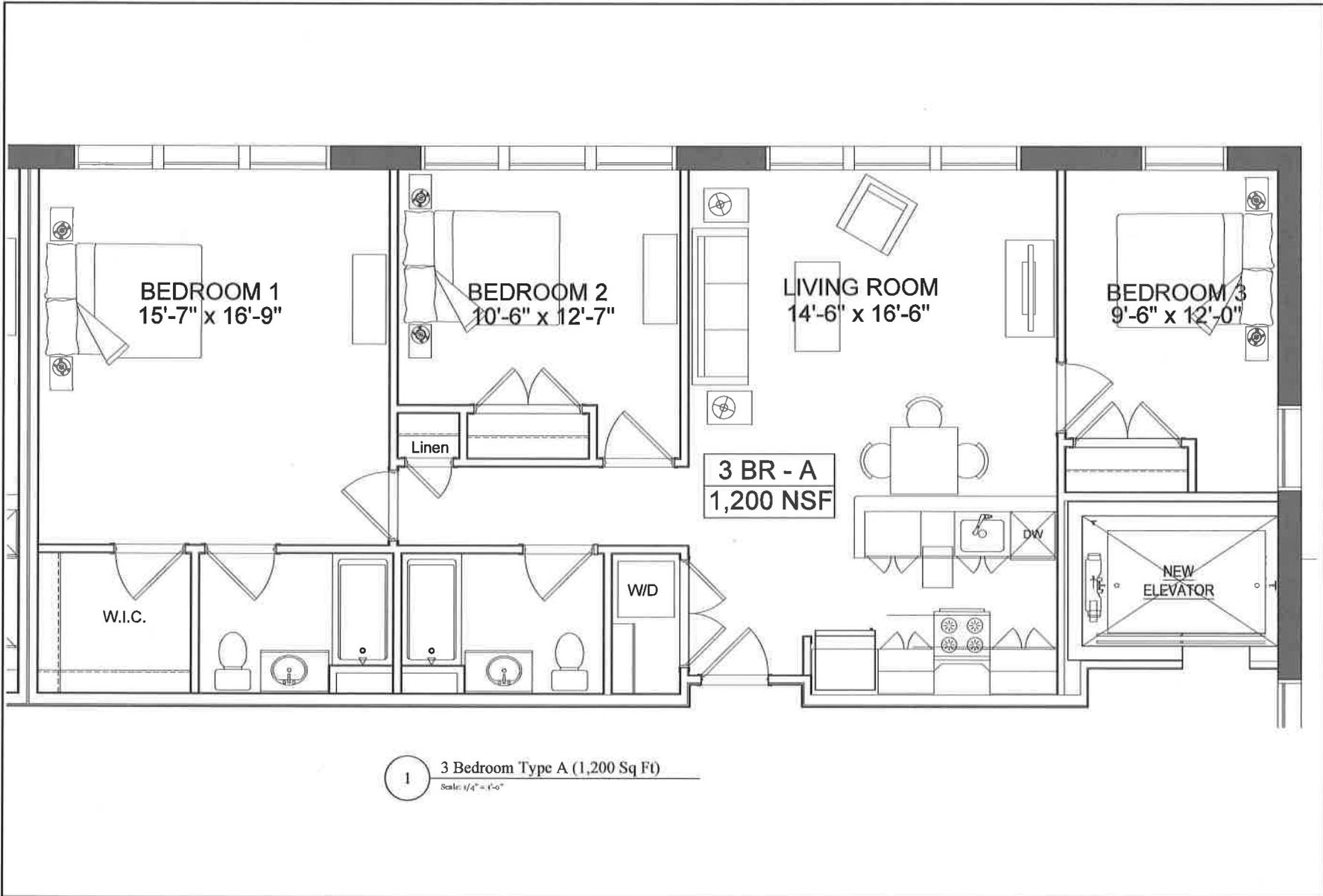
Proposed Renovation to:
Saint Agnes School
172 Woburn Street, Reading, MA

DMS design, llc
Architectural Design Services
100 Cummings Center, Suite 215C
Andover, MA 01810
Phone: 978-952-3470
Fax: 978-952-8521

Enlarged Bedroom Plan
Scale: 1/4" = 1'-0"
Date: 07/23/2016
Drawing By: DMS

A3.6

5h21



1 3 Bedroom Type A (1,200 Sq Ft)
Scale: 1/4" = 1'-0"

Revisions	Date

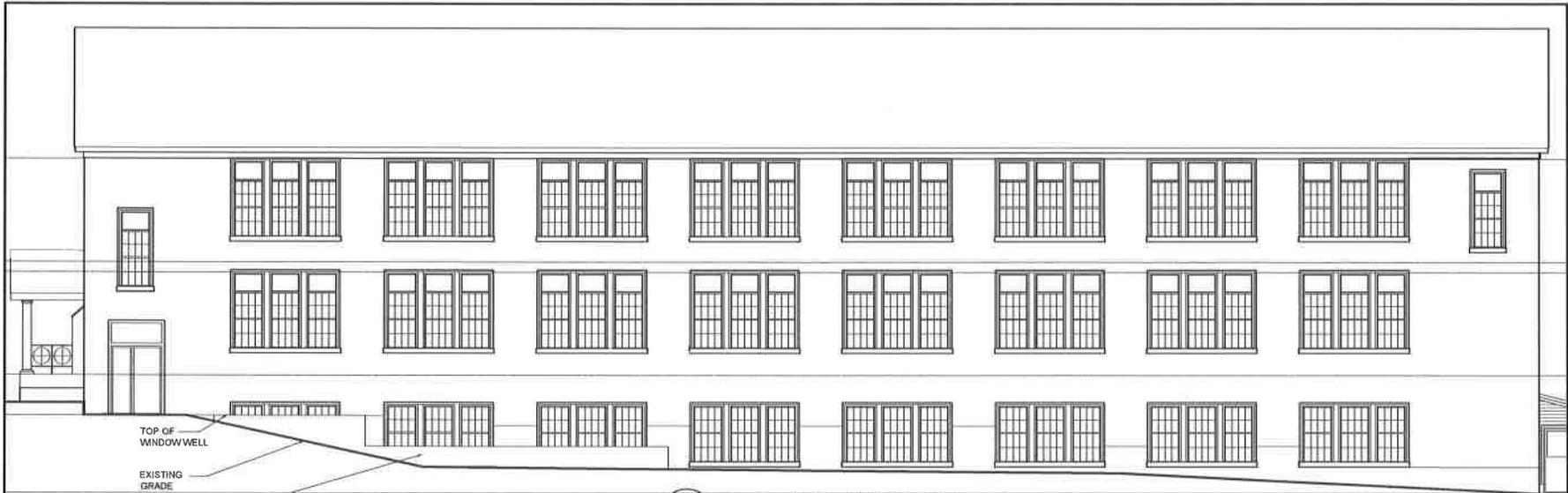
Proposed Renovations to:
Saint Agnes School
172 Woburn Street, Rindis, MA

DMS design, llc
Architectural Design Services
100 Cummings Center, Suite 215C
Phone: 978-952-3490
Fax: 978-952-3491

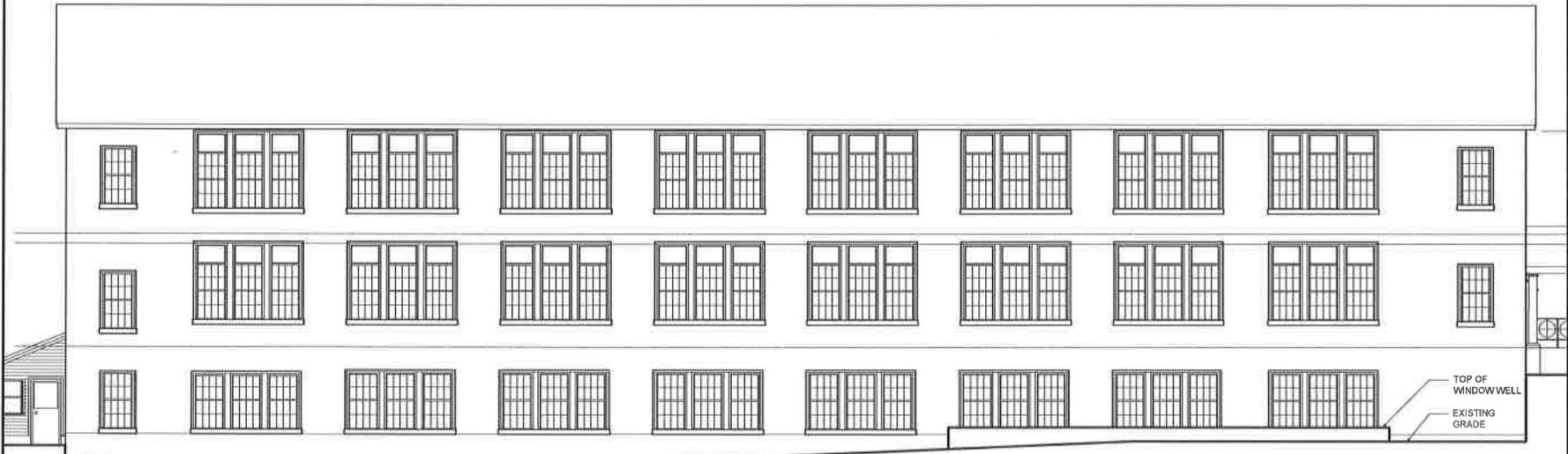
Enlarged Bedroom Plan
Scale: 1/4" = 1'-0"
Date: 01/31/2016
Drawn By: DMS

A3.7

sh22



20 Proposed Right Side Elevation
Scale: 3/32" = 1'-0"



10 Proposed Left Side Elevation
Scale: 3/32" = 1'-0"

Revisions	
#	Date

DMS design, llc
 Architectural Design Services
 100 Cummings Center, Suite 215C
 Beverly, MA 01915
 Phone: 978-686-9170
 Fax: 978-686-9551

Proposed Renovations to:
Saint Agnes School
 172 Woburn Street, Reading, MA

Proposed Exterior Elevations
 Scale: 3/32" = 1'-0"
 Date: 7/29/2016
 Drawn By: DMS

A4

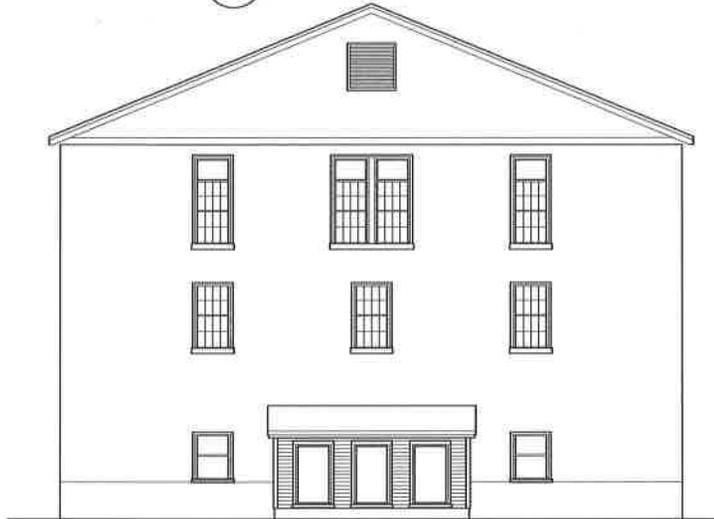
5h23



2

Proposed Front Elevation

Scale: 3/32" = 1'-0"



1

Proposed Rear Elevation

Scale: 3/32" = 1'-0"

#	Date

DMS design, llc
 Architectural Design Services

100 Cummings Center, Suite 215C
 Phone: 978-262-3470
 Fax: 978-262-8251

Proposed Renovation to:
**Saint Agnes
 SCHOOL**

175 Woburn Street, Reading, MA

Proposed
 Exterior
 Elevations

Scale: 3/32" = 1'-0"
 Date: 8/20/2016
 Drawn by: DMH

A5

5h24

Reading 2020 FY16 Working Groups & Goals

Since last update

R2020-1 Community Partners - Regional

LeLacheur(Chair); Ensminger, Halsey, Cormier, Kraunelis
 Goal #1 - Examine possible future regionalization opportunities
 Goal #2 - Strengthen area community relationships
 Goal #3 - Examine Town/School integration opportunities

complete	100%				
complete	100%				
complete	100%				

R2020-2 Community Partners - Non Profit/Private

Feudo(Chair); Ensminger, Halsey, Delios, Urell
 Goal #4 - explore creative public/private partnerships
 Goal #5 - Conduct Master Plan for Human/Elder Services

ongoing		75%			
state wide effort		75%			

R2020-3 Services & Performance Measurement

Kinsella(Chair); Arena, Berman, Wilson, Heffernan, Angstrom
 Goal #6 - Suggest ways to gather data and measure performance
 Goal #7 - Develop peer community approach as is helpful to the organization

SCF - demo Jul/Aug		75%			
done	100%				

R2020-4 Communication

Kraunelis(Chair); Ensminger, Sexton, Lannon, Furilla, Segalla
 Goal #8 - Website improvements
 Goal #9 - Improve board & committee communication
 Goal #10 - If 'seeclifix' selected, plan rollout in town departments
 Goal #11 - Re-evaluate community-wide R911 communication tool & uses

done	100%				
staff level progress			50%		
see above #6		75%			
keep for 1yr	100%				

R2020-5 Strategic Planning

Wilson(Chair); Halsey, Berman, LeLacheur, Burns, Delios
 Goal #12 - Complete Economic Development Action Plan
 Goal #13 - Complete Hazard Mitigation Plan as required by FEMA and MEMA
 Goal #14 - Recommend composition of an ad hoc Master Planning Committee

done	100%				
MAPC hired		75%			
NOT DONE					0%

R2020-6 Strategic Real Estate

Delios(Chair); Halsey, Sexton, LeLacheur, Zager, Huggins, Feudo
 Goal #15- Collaborate on Haven Street/Post Office redevelopment project
 Goal #16 - Collaborate on train depot proposed housing project
 Goal #17 - Review downtown parking in light of MF Charles redevelopment
 Goal #18 - Complete Four Priority Development Areas study
 Goal #19 - Recreation improvements
 Goal #20 - Public Works Facility or Facilities
 Goal #21 - Complete Library Building project
 Goal #22 - Oakland Road property

in progress	done our role				
in progress	done our role				
update 6/21			50%		
done	100%				
lighting cancelled		75%			
in progress					
slowly ..		85%			
Town Counsel		75%			

R2020-7 Strategic Policy

LeLacheur(Chair); Ensminger, Arena, Burns, Cormier, Perkins, Kraunelis, Urell
 Goal #23 - Comprehensive Review of Zoning Bylaws project
 Goal #24 - Targeted Review of General Bylaws
 Goal #25 - Targeted Review Selectmen's Policies

Nov '16 TM		75%			
Nov '16 TM		75%			
target August			50%		

R2020-8 Internal Operations

Lannon, Kinsella, Zager, Huggins, Perkins, Furilla, Segalla, Heffernan, Angstrom
 Goal #26 - Human Resources: Town Staffing Sustainability
 Goal #27 - Complete Legal Review of all union contracts
 Goal #28 - Complete technology initiatives: productivity/communication
 Goal #29 - Complete Review of Library Services
 Goal #30 - Comprehensive financial review and suggested path forward

done	100%				
target October		75%			
done	100%				
done	100%				
public meetings		90%			



Town of Reading Meeting Minutes

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2016-05-17

Time: 7:00 PM

Building: Reading Town Hall

Location: Conference Room

Address: 16 Lowell Street

Session: Open Session

Purpose: General Business

Version:

Attendees: **Members - Present:**

Chairman John Halsey, Vice Chairman Kevin Sexton, Secretary Barry Berman, Daniel Ensminger

Members - Not Present:

John Arena

Others Present:

Town Manager Bob LeLacheur, Police Chief Mark Segalla, Community Services Director John Feudo, Executive Assistant Paula Schena, Will Finch, Kim Honetschlager, Jonathan Barnes, John Feudo, Frank Driscoll, Emily Sisson, Richard Hand, Kate Kaminer, David Swyter, Kannan Kesavalu, Shanker Krishna, Virginia Adams, Mary Ellen Stolecki, Al Sylvia

Minutes Respectfully Submitted By: Secretary Barry Berman

Topics of Discussion:

Reports and Comments

Selectmen's Liaison Reports and Comments – Barry Berman noted that he attended the Audit Committee meeting. We are not broke, we are in good shape. The auditors indicated they love coming to Reading because the Audit Committee actually talks to them. This is the first year Gatsby and OPEB are included in the balance sheet. They will continue to look at the School Revolving Funds. They will look at the Town Clerk's office next year. This is the normal process of looking at departments that handle money.

Barry Berman noted he attended the Library Building Committee meeting. We will spend all the money and there might be some things pulled out. Kevin Sexton asked if there were any specifics of what is being taken out and Barry Berman noted there was nothing major, some things might get delayed. John Halsey asked if a replacement is being hired for Ruth Urell and Barry Berman noted that the Library Trustees were supposed to appoint an interim Library Director. In addition, he attended the North Reading Town meeting with Dan Ensminger and Kevin Sexton.

Kevin Sexton noted that he attended the ZBA meeting and the 40B developer announced that he will be purchasing Brown's Automotive. They asked for an extension and received a 90 day extension. The next ZBA meeting is June 23rd but the Town needs the plans two weeks in advance. Dan Ensminger asked if the number of units will change and the Town Manager noted the numbers will decrease and they will lose a floor. John Halsey thanked Kevin Sexton, the Town Manager and Jean Delios for all of their hard work on this.

John Halsey commented that he works at Sanborn Place and they receive a lot of visitation from the EMT's. We are very lucky to have the caliber of employees that we have. They work to stabilize so the residents don't have to go to the hospital. In addition, he attended the Mystic Regional Planning Committee meeting and Reading had quite the showing. They talked about the chaos that happens when the Chief arrives on scene. He noted that residents don't realize how much is going on in the background.

Town Manager's Report – The Town Manager noted that a lot goes on that we hope people never have to see. Chief Burns knows every rule and regulation there is. Our police and fire work well together.

The Town Manager noted that there is a copy of an outstanding receivable report for the Town and Reading is second from the top for collecting the most taxes. On another note, a resident from County Road has low water pressure and it is the Town's obligation to provide a certain pressure. The former owner never mentioned it. The resident purchased equipment and paid a plumber so he suggests reimbursing the resident by abatement. Barry Berman noted that he would like to amend the proposed draft motion to include language that says the Town is obligated to provide a certain number of pounds of pressure. The Town Manager noted that the threshold is so low that a person would know. If it becomes an epidemic then he will take it back to the Board. Barry Berman noted that sometimes it is a gray area as to the Town's and the homeowner's responsibility and he doesn't want to set a precedent. The Town Manager noted that Town Counsel suggests creating a policy.

A motion by Berman seconded by Ensminger that the Board of Selectmen acting in their role as Water and Sewer Commissioners agree to fully abate the May 2016 cost of equipment and installation at 106 County Road in order to remedy a low water pressure situation. This abatement will be funded by the Water Enterprise Fund and include all water bills previously paid in fiscal year 2016 by the current residents, and continue for all future water bills for these residents until the above costs have been fully repaid by the town was approved by a vote of 4-0-0.

Proclamations/Certificates of Appreciation

Proclamation – National Police Officer Week – Daniel Ensminger thanks all the officers in Town and in response to a recent police incident involving the Massachusetts and New Hampshire State Police he feels we should let the people in blue do their job and the higher ups should stay out of it.

John Halsey noted that they are all important to us and we offer support and gratitude.

Police Chief Mark Segalla noted that 35 Officers have been killed in the line of duty nationwide this year.

A motion by Berman seconded by Ensminger that the Board of Selectmen proclaim May 15 – May 21, 2016 as National Police Week in the Town of Reading was approved by a vote of 4-0-0.

Proclamation – National DPW Week – Daniel Ensminger noted that a resident cannot get through the day without touching Public Works. He thanked them for all they do.

Public Works Director Jeff Zager noted the Town received two awards – one for water conservation and one for water operations. We have a 1.5% water savings. Jeff Zager also introduced the new Town Engineer Ryan Percival.

A motion by Berman seconded by Sexton that the Board of Selectmen proclaim the week of May 15 – May 21, 2016 as Public Works Week in the Town of Reading was approved by a vote of 4-0-0.

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Proclamation – Walk Reading Weekend – Will Finch was present to accept the proclamation.

A motion by Berman seconded by Ensminger that the Board of Selectmen proclaim June 4 and 5, 2016 as Walk Reading Weekend in the Town of Reading was approved by a vote of 4-0-0.

Discussion/Action Items

Continue Hearing – Liquor License Application for the Art Lounge on Haven – John Halsey noted this is a continued hearing. The Town Manager noted that the applicant submitted a new plan at the last hearing and the Building Inspector has approved it.

A motion by Berman seconded by Sexton that the Board of Selectmen close the hearing on the application for a Wine and Malt General on Premise Liquor License for The Art Lounge on Haven, 78 Haven Street was approved by a vote of 4-0-0.

A motion by Berman seconded by Ensminger that the Board of Selectmen find that a Wine and Malt General On Premise Liquor License for the Art Lounge LLC does serve a public need, and that there are sufficient remaining unused licenses for anticipated economic development of future restaurant businesses was approved by a vote of 4-0-0.

A motion by Berman seconded by Ensminger that the Board of Selectmen approve a new Wine and Malt General on Premise Liquor License for The Art Lounge LLC d/b/a The Art Lounge on Haven, 78 Haven Street for a term expiring December 31, 2016 subject to the following conditions: All Bylaws, Rules and Regulations of the Town of Reading and of the Commonwealth of Massachusetts shall be followed, and subject to a satisfactory inspection of the establishment by the Town Manager or his designee was approved by a vote of 4-0-0.

Climate Advisory Committee Report – Ron D’Adarrio and David Zeek from the Climate Advisory Committee were present. Ron D’Adarrio noted that they have a full board and will be reorganizing. He noted their mission statement included educational and community outreach. They did 52 Green Sense articles this year. They did outreach at the Senior Center and talked with the 5th grade class at Birch Meadow on climate change. He also noted that Earth Day was April 23 at the RMLD.

David Zeek noted that they held a community meeting with Brad Jones regarding the future of energy. He noted that 32 communities passed resolutions regarding gas leaks and House bills 2870 and 2871 are still in the legislature. Reading ended the year with 93 gas leaks and started this year with 94.

Daniel Ensminger noted it looks like more serious leaks are being taken care of David Zeek noted that 6000 gas leaks in Mass were removed from the list and 23 of those were in Reading.

Ron D’Addario noted that they are evaluating an action plan using the Leap Study and they would like more interaction with the Board of Selectmen. They want to see community solar work and want to make solar more profitable for the RMLD.

Trails Committee – Kim Honetschlager, Tom Gardiner and Will Finch were present. Tom Gardiner noted that the Northern Greenway is mostly done. They have been building new trails and standardizing. Four trails were completed in Bare Meadow. Volunteers are needed to build a trail on June 11th. The Committee replaced 85 steel rods at Mattera Cabin. They have finished the Evergreen Trail by taking back the vegetation and blazing it.

6a3

Barry Berman asked if they have funding and Tom Gardiner noted that they received \$1000 from the Town each year and donations are welcome. Last year 226 hours of volunteer work was done and that equals \$6554. Walk Reading weekend is June 4 and 5th. The Ipswich River Association purchased the kiosk but the Town had to install it.

Kim Honetschlager noted that Chuck Tirone has been working with expanding the parking at Mattera.

Tom Gardiner thanked the DPW, Cub Scouts, Boy Scouts and Girl Scouts for their hard work.

Hearing – Hartshorn Street and Bancroft Avenue Parking Regulations – The Secretary read the hearing notice. The Town Manager noted that the Selectmen recently held a hearing on no parking on Bancroft Street from 2:00 – 8:00 p.m. The intent tonight is to change the time to 10:00 p.m. and extend the no parking to a section of Hartshorn Street. There was a proposal to restrict parking on Hanscom Avenue but the PTTTF does not recommend it. The Birch Meadow lights project is out to bid. The Town has no objection to the time change and adding a section of Hartshorn Street.

Police Chief Mark Segalla noted that it is better to leave Hanscom Avenue alone due to the hill. There should be no parking but we are not doing that tonight.

A resident from Belmont Street asked if this includes the parking at the tennis court and it was noted it does not.

David Kramer noted the new signs are not working and Chief Segalla noted he should call the police station and ask for enforcement.

A resident noted that Bancroft Avenue should have no parking at all because buses are coming down that street.

A resident noted that cars are parking the wrong way. Daniel Ensminger asked if cars get ticketed for parking the wrong way and Chief Segalla noted they get a warning the first week, then a ticket.

John Halsey noted that school buses were told not to go there.

David Swyter suggested that the Board take a vote of the houses on that street and John Halsey noted that is not the way we do things. The Town Manager noted that the Town must follow legal process. Dave Swyter noted that there should be no parking signs in front of the chain gate and the rock. There should also be a stop sign on Bancroft. Chief Segalla noted that they can go back to the PTTTF for no parking and additional signs. David Swyter noted he drove down there this weekend and he had to back up to get out.

A motion by Berman seconded by Ensminger that the Board of Selectmen close the hearing on Hartshorn Street and Bancroft Avenue Parking Regulations was approved by a vote of 4-0-0.

A motion by Berman seconded by Sexton that the Board of Selectmen amend the Town of Reading Traffic and Parking Regulations Article 5.2.2 – Reading Resident Community Access Sticker, Residents Only Parking by amending the hours from 2:00 p.m. – 8:00 p.m. to 2:00 p.m. to 10:00 p.m. was approved by a vote of 4-0-0.

A motion by Berman seconded by Sexton that in accordance with article 5.2.2, parking shall be restricted by permit to those with a Reading Resident Community

Access Permit Sticker, from the hours of 2:00 pm to 10:00 pm from April 1st through August 31st

Street to be amended: Hartshorn Street

Location on Street: Northerly Side between Hanscom Avenue and Bancroft Avenue

Regulation: Article 12

Pursuant to Article: 5.2.2

The motion was approved by a vote of 4-0-0.

Morton Field Signs – Community Services Director John Feudo noted he wanted to talk about the Birch Meadow Complex wayfinding signs. A sample sign is the Reading Center sign and is PVC coated, 18 X 24 inches and will be mounted on telephone poles. He suggests putting wayfinding signs at the end of both Route 93 and Route 95. They have a total of nine signs.

John Halsey suggested putting one on Lowell Street. Barry Berman suggested putting one at the deli. John Feudo noted he could if there is a pole there. He noted that the Selectmen could give him permission to work with the Police Department on the location of the signs.

Kevin Sexton noted that if you put a sign on Lowell Street then you have to pick a street. John Halsey recommended not limiting the number of signs and for John Feudo to work with the Police Department.

John Feudo asked what the next steps are for the Morton Field dedication sign and also the Reading Little League want a solar scoreboard.

Mark Ventura noted that a permit is needed for the footings on the signs.

North Reading MWRA Project Update – Joint Meeting with North Reading Board of Selectmen – John Halsey welcomed our friends from North Reading. The North Reading Board of Selectmen Chairman Robert Mauceri, Michael Prisco, Kathryn Manupelli, Jeffrey Yull and Stephen O’Leary were present and called to order at 9:30 p.m. Also present were Town Administrator Michael Gilleberto and Water Supervisor Mark Clark.

The Town Manager noted that North Reading gets 10% of their water from Andover and 40% from the Ipswich River and this is not sufficient capacity. They are also in need of capital investments. On the other hand, Reading used to get 100% of its water from the Ipswich River and capital investments were needed for a new water treatment plant. The Town decided to go 100% with the MWRA and the water quality improved and the MWRA average rate increase was 8%.

The Town Manager noted that North Reading needs to join the MWRA and do a full buy-in. They believe that going through Reading is the best route and their permitting begins in 2016 and will be final in 2019. So what’s in it for Reading: good neighbors: this will help the MWRA sell more water and that will lower the rates; the Town will receive a wheeling charge; we want part of the best deal that North Reading gets since we are still paying \$1.5 million in interest payments; we will regain redundancy through Andover.

The Town Manager noted that DPW staff has been talking for over one year and Reading’s long term goal is to have a backup. What is not in it for us is no new debt and Reading is willing to discuss forming and managing a formal water district after the second phase of the IMA is in place. There will be two sets of meters. The MWRA will bill North Reading for what goes in and we will be billed the amount minus what North Reading gets.

Barry Berman asked if there will be any potential disruptions and the Town Manager noted it will be very minimal.

bas

Mark Clark noted that North Reading has a cap on what they can draw from the Ipswich River and they have one well that is down so this provides a long range solution.

Daniel Ensminger noted that the MWRA said they could put the pipes underground at Mill Street and he would want that.

Barry Berman asked if this needs to go to Town Meeting and the Town Manager noted that if it was costing us money we would have to but it is not costing us anything. Daniel Ensminger noted that it would be prudent to give a report at the Subsequent Town Meeting.

North Reading Town Administrator Michael Gilleberto noted this is going to his Town Meeting for approval in June and he thanked everyone for their support.

Historical Commission members Jonathan Barnes and Virginia Adams were present. Jonathan Barnes noted that there is one issue. The filing of the EIR with the State has started and there is one aspect is acknowledgement of historic places. The Mill Street Bridge and also the location of the Lobs Pound Mill and the old water pump dates back to 1640 – 1842 and have been designated by the State as an archaeological site. They are grateful the pump station is being moved to North Reading. The EIR is anticipated to be minimal so the roadway construction should have no effect. The Mill Street Bridge is an integral part of the archaeological site. The undergirding contains original stones of the Mill. If the water main gets moved under or over the bridge they consider that adverse action. The consultant said it is routine to tunnel under. They ask that they be sensitive to the site and preferably go underground.

Will Finch, member of the Ipswich River Watershed Association, noted that there could be bedrock under there so they should be prepared. Other dams were built on bedrock. In addition, any pipe exposed on the side of the bridge would take away from the historic nature of the bridge.

Virginia Adams asked if this meeting was advertised as a public hearing and John Halsey noted it was not because we are not voting on anything. He also made note at Town Meeting that we are in discussion with North Reading.

Daniel Ensminger noted that the Historical Commission wants to be notified. Jonathan Barnes noted that the characterization in the EIR is not accurate so the Town should be aware of that. Daniel Ensminger asked if the comment period is still open and Jonathan Barnes noted the Historical commission gave their comments.

The Chairman of the North Reading Board of Selectmen noted that they appreciate our concerns.

A North Reading representative noted that they are looking for an "Engineering solution" that is the best long term solution for them.

Jeff Yull, Selectman from North Reading, noted that it is nice to work together in an amicable way.

The Chairman of the North Reading Board of Selectmen noted it has been a pleasure to work with Dan Ensminger and John Halsey.

The North Reading Board of Selectmen adjourned at 10:15 p.m.

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Change of Beneficial Interest Application for the All Alcoholic Beverages Restaurant Liquor License for Anthony's Coal Fired Pizza, 48 Walkers Brook Drive – Attorney Joseph Devlin was present representing Anthony's Coal Fired Pizza and noted this is buy in of investment firms. He noted they are opening in Littleton, Northborough and Newton. Nothing will be changing at any of the locations.

A motion by Berman seconded by Ensminger that the Board of Selectmen approve the change in beneficial interest application for an Annual All Alcoholic Beverages Restaurant License – Anthony's Coal Fired Pizza of Reading LLC d/b/a Anthony's Coal Fired Pizza, 48 Walkers Brook Drive, Reading, MA was approved by a vote of 4-0-0.

Hearing – Transfer of All Alcohol Restaurant Liquor License from Ristorante Pavarotti Inc. to Boston Foods Inc. d/b/a Ristorante Pavarotti at 601 Main Street – The Secretary read the hearing notice. Kannan Kesavalu was present. He noted the menu will remain the same. He has worked as chefs at many places including the Marriott.

The Town Manager noted that the Police Department gave their okay with the application.

John Halsey informed Mr. Kesavalu that the Town of Reading enforces the law and he will have to be TIPS trained. He noted the Police Chief will test his system and we take a firm position on serving alcohol to adults not children.

Barry Berman asked if he will honor gift certificates that have already been sold and he noted he will honor them.

A motion by Berman seconded by Sexton to close the hearing on the transfer of the All Alcohol Restaurant Liquor License from Ristorante Pavarotti Inc. to Boston Foods Inc. d/b/a Ristorante Pavarotti at 601 Main Street was approved by a vote of 4-0-0.

A motion by Berman seconded by Ensminger that the Board of Selectmen approve the application for the transfer of the All Alcohol Restaurant Liquor License from Ristorante Pavarotti Inc. to Boston Foods Inc. d/b/a Ristorante Pavarotti at 601 Main Street for a term expiring December 31, 2016 subject to the following conditions: All Bylaws, Rules and Regulations of the Town of Reading and of the Commonwealth of Massachusetts shall be followed, and subject to a satisfactory inspection of the establishment by the Town Manager or his designee was approved by a vote of 4-0-0.

Approval of Minutes

A motion by Berman seconded by Sexton that the Board of Selectmen approve the minutes of May 3, 2016 was approved by a vote of 4-0-0.

A motion by Berman seconded by Sexton that the Board of Selectmen adjourn the meeting at 10:16 p.m. was approved by a vote of 4-0-0.

Respectfully submitted,

Secretary

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Town of Reading Meeting Minutes

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2016-06-01

Time: 7:13 PM

Building: School - Coolidge

Location: Multi-Purpose Room

Address: 89 Birch Meadow Drive

Session:

Purpose: Community Listening Session

Version:

Attendees: **Members - Present:**

Chairman John Halsey, Kevin Sexton, Barry Berman, Dan Ensminger

Members - Not Present:

John Arena

Others Present:

Town Manager Bob LeLacheur, Assistant Town Manager Jean Delios,
Superintendent of Schools John Doherty, Bill Brown, Kevin Vent

Minutes Respectfully Submitted By: Secretary

Topics of Discussion:

The Town Manager noted that the Selectmen are the only authority that can call for a Special Town Meeting, which would be held on September 12. Town meeting is, strictly speaking, not necessary and has no formal role in the override process. Including Town Meeting in the process is unusual, but this BOS wants to present a case to the Town Meeting before calling a Special Election.

The community will be invited on Thursday, September 1 at 7PM at the RMHS Performing Arts Center to attend a Community Financial Forum if an override course of action has been decided. The community will hear extensive presentations from town staff and elected officials about proposed solutions to the issues heard at the three Community Listening sessions. This would then be followed by: Monday, September 12 possible Special Town Meeting; Tuesday Oct 18 possible Special Election.

In terms of calendar logistics, the Town Manager explained that in order to get good community feedback, instead of the summer, September is really the best time to start a Town Meeting and September 12 is the first date one can expect good attendance due to the Labor Day holiday schedule. The Town Manager noted that there are also election complications. Wouldn't save enough money to run two separate elections in the building – and the Town Clerk says she would have to double her election workers, and would only save \$2-3K.

Why have the special election in October? The town could wait until the winter or next April for a special election, but Supt. Doherty and the Town Manager want to know the budget constraints before they go through the budget process in the fall. Two budgets would need to be developed, and the impact on staff moral would be very negative and employee retention would be challenging. The Town Manager reviewed the typical annual budget process for the audience.

The Town Manager noted that the last time the town had an override was 13 years ago and he was on the Finance Committee at the time. He remembered that a failed override had happened a couple years before – that process was very condensed with very few public meetings.

The Town Manager next asked for questions on calendars and logistics... Should they call for a special election it will be the night of the special town meeting?

Bill Brown, 28 Martin Road, said that he thinks it is totally out of place to bring an override vote to Town Meeting. It is not the proper place for it, it belongs only at the ballot box.

The Town Manager responded that there will be other articles desired to be discussed in addition to a possible override ballot question. Some of the articles will be aimed at helping elderly low income residents. The first three such articles would go to the next Town Meeting regardless, but a fourth one is coupled with an override. In response to Mr. Brown's comment, he agreed that Town meeting's vote on the override is somewhat ceremonial.

Back to the slide presentation:

Financial Overview – The town's budget has been growing 3%, in part because the Town has weaned off financing capital projects inside the levy limit. However, the Town Manager notes that the Town cannot reduce the budget further without impacting operations.

Health Insurance – Reading is doing well compared to peer communities.

Premiums paid have risen 5.5% - that stacks up very well if you look at any other employer. The actual increases are ameliorated by paying people NOT to take health insurance. Employees pay 29% of the premiums, average of peer communities pay 24%. If the town were to offer more competitive premiums, the town would have to find another \$1M in order to make up the difference. Employees have agreed to pay more insurance in order to avoid layoffs.

Revenues (local receipts, taxes, and fees) are up 3% per year. The Town Manager estimates that insurance will rise 7%. People that professionally project insurance costs are estimating an increase between 8-10%.

State aid (chapters 70 and 90) has performed poorly over the last few years.

The last time the town passed an override there was only \$200K in reserves, which the Town Manager said made the town nearly bankrupt. Today, the Finance Committee keeps 4-5% of the operating budget in reserves, some other towns aim to keep 7-8% in reserves.

In MA towns cannot compare to other national practices because we have these tax restraints – such as Proposition 2-1/2.

In terms of the override question = is it too early to ask?

Currently the Town has \$4-\$5 Million in reserves and noted that so-called Free Cash is something of a misnomer. The Town Manager recounted mid-year 9C cuts from 2009 as a time when the reserves helped close the unexpected gap.

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In some recent years funds have strong regeneration – comes from money you didn't spend and revenue that came in higher than expected. Those revenues are above the revenue projections. If there are employment vacancies that don't get filled – that salary is turned back to the town and goes into free cash. A very large percent of those funds returned are unpredictable. The Town Manager stated that he cannot promise that the free cash balance will plummet as it is shown in the slide, however, he added that usually the town sees \$1.5-\$2M of regeneration, but he suspects it could drop to \$750K.

Peer Communities Slide – the Town Manager explained how peer communities were determined through two independent studies.

Peer Revenues slide – the Town Manager notes the huge difference in commercial tax base – and that is driving the increased reliance on state aid. Local receipts help and the town receives a dividend from owning the light department. Property taxes are a little bit lower than others relative to income and Reading's commercial tax base is low compared to peers.

On the expenditure side, Reading is "remarkably dull in how we spend money." Reading spends almost the same with other towns, education slightly above average, general government and town hall a little bit lower.

Peer Education Expenses Slide - Reading spends an average amount on education, but Reading has a lot of students, and the per pupil amount is very low. Of our peers, the average enrollment 16%, Reading is 17.5%.... there are a few that are higher but Reading is in the top third.

From a revenue and expense side, Reading is a bedroom community with a very low commercial tax base, a large student population, and a high quantity and quality of services. For example, the Town plows the downtown when it snows – many other towns do not do that – for the commercial tax base.

State aid is 50% lower in real terms over the past 15 years, and the Town is overly reliant on state aid because we have so many students.

Town and staff are working on significant real estate developments for the town. If you drive around and look at all the empty land (which doesn't exist), it is the clear that the Town cannot develop its way out of this.

Some expenses are not within our control – both the schools and the Town will need to reduce services and staffing. The Town Manager stated that, "In the last few years, we have combined jobs, we've asked a lot from our employees in terms of effort. We will either have to eliminate services or the quality of the services."

The Town Manager added, "I am not for or against an override... but your Town government will provide whatever level of services you are willing to fund."

Selectmen Concerns:

- Increasing gap in expectations of the community - residents expect a high level of services.
- Elderly residents' ability to pay – could be priced out and Town Meeting should protect this class, the low income elderly especially.

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- Maintaining quality of services – no more creative costs cuts. We provide services that cost about \$100 per elderly resident, compared to about \$10,000 on a student.
- Any proposed override should project to last for many years. Bourne’s override vote failed, in part, because it was only a 3-5 year fix.

Listen to the Community

The Town Manager noted at this point in the meeting, not one person has spoken up or volunteered to give up a service.

This is really a community value question, what services should be eliminated?

Kevin Vent 33 Hillside Road, noted his purpose here is to help generate a discussion. He will moderate the conversation. The Board of Selectmen and the School Committee are looking to hear more from residents.

Are any questions about the slides or information presented?

A John Street resident wanted a definition of what an override really is.

The Town Manager explained Prop 2.5: how the levy limit increases, and how the allocation can change, and explains new growth. An override asks residents to pay MORE than 2.5%. The last override was 10%. That 10% moved the whole bar up forever. So for one year the taxes increase significantly.

Another resident, Eileen, wanted to see the override amount stated as a dollar figure.

How is the override split between the Town and the Schools? Are there conditions on the override?

The Town Manager stated that there can be conditions placed on those dollars which can be specified for the first year, after that it can be split or re-allocated according to Town Meeting.

Another resident wants to see Budget Allocation expenses.

The Town Manager stated that the Town spends money on average like our peers. We spend the rest on debt, insurance and capital.

Reading and North Reading have a single tax rate – businesses and residents pay the same rate. In other towns businesses pay a higher rate – referencing the CIP shift.

Selectman John Halsey said that no matter how you split the tax rate, the amount of tax collected doesn’t change. The shift does not increase revenues to the town to pay for increasing expenses.

Halsey said that by splitting the rate may result in a \$69 savings to residents but an average \$2500 increase for business owners.

Tim Angle, 10 Morgan Park, I’m sure we want to support the elderly, the school children, and yet where I work, everyone comes to Reading to shop – REI, Jordan’s, Home Depot – we have established a commercial center, why are we not able to lean on these corporations who can pay these higher rates to help us?

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Selectman Barry Berman responded: we don't have a lot of commercial property here in Reading, and the Board has spent the better part of a year and a half to attract more. The tax rate on the Home Depot is the same as the resident. It is a big deal for the Board to decide, how to decide the split. It is an important piece to remember, what do we spend our money on and who pays for it.

Tim Angle asked why are we not having a meeting about the CIP shift rather than an override?

The Town Manager responded: If we can collect \$50M in taxes, you can only go up 2.5%, we could shift to have businesses pay more, but a split by itself doesn't cause more revenue to come in.

Tim Angle –indicated he didn't understand how that's the case. Why can't we talk about increasing business tax revenue and not increase the resident rates.

Residents – State won't allow it.

Commercial, Industrial, Personal property – includes large and small businesses – The Hitching Post and Home Depot get same tax rate.

RMHS teacher noted that class sizes are increasing, a bubble of students coming up, but the district hasn't hired more teachers. In three of her science classes, she has too many students enrolled and that exceed the safety limits of her lab. She is concerned about the safety of the students.

Rebecca Iberman, 50 Pratt Street – concerned about the teacher cuts too at the elementary level and middle level... she says she would call for increasing fees -pay for the parking – pay to throw trash – price of residential sticker parking could be raised – building permit costs. She likes the idea of these fees. She would rather see this than cutting teachers.

The Town Manager responded: Would you rather have people pay fees than taxes? Property taxes are deductible for those that itemize but fees are not. Fees by law may only be set to cover a cost, and not earn a profit. Looking at ambulance fees, the Selectmen are comfortable keeping fees lower than average of neighboring communities.

One of the best parts of living in Reading is the value of the services to residents.

A resident asked about elderly services that are in need of being added.

Jean Delios, the Department Head for Public Services, said they are studying what the community's appetite is for services. For the elderly the biggest thing is transportation.

An elderly gentleman spoke and asked for the Town to look at how to reduce expenses, and help keep seniors in their homes.

A resident asked a question regarding the Birch Meadow master plan, and part of that was to light some fields. The Town Manager noted that it was a one-time cost and that indirectly revenues fees would replace most of the funds needed. However, without an override he stated that Recreation is not an essential service and would likely see less funding, certainly in the capital plan.

Another resident asked what have other peer communities gone through in the past decade, since the last override.

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The Town Manager prepared a slide to address this topic Peers Overrides and Exclusions

Is Reading unusual for asking? Clearly that answer is no, it is more unusual for *not asking* for 13 years. Communities with lots of students and a lower commercial tax rate typically find that they are more reliant on overrides.

Another resident asked about Prop 2.5 and if the Town is asking for 7-10% increase in one year, then there is still a conversation possible about WHO pays that budget, and commercial can still pay a higher rate.

The Town Manager responded: Because commercial is 8% of the revenue – there would be a question as to whether the businesses cannot afford to foot the entire cost of an override. He added that the Town will likely bank money in the first few years in order to extend the effectiveness of the override.

Another resident asked for numbers on population growth.

Very generally school enrollment has not changed much in the last 10 years, and the population is up about 5%. The development of the landfill (Home Depot) required more Police and EMT to support commercial development, but no new school costs were added.

Resident: asks if there is something that can be done to protect seniors and help keep elderly in their homes? The Town Manager stated that future Town articles might be able to help. Three are aimed at the neediest residents, and a fourth would require legislative support. The Town Manager has reviewed the likely request with some of the legislative delegation.

Resident wants to know if they can make the CIP shift part of the override vote. The Town Manager responded that the responsibility for the shift is with the Board of Selectmen and they cannot be compelled to shift the levy burden.

Another resident wanted to know about the litigation pending against the town. The town is very limited in what it can disclose at this time, other than a settlement or resolution is likely to require funding from cash reserves or a debt issue.

Resident – wants to know what debt the town is carrying. And she notes that the Pleasant Street Center seriously needs some building repairs... and she doesn't like the food at all. And she wants to know if the state will increase the funds to the town.

The Town Manager stated there is debt being paid, but both library and the high school will be paid off in ten years outside the tax levy. The elementary schools are being paid off inside the tax levy. In response to a question he replied that the state will not give us more money, I always ask, you are welcome to ask, but they won't. The state has a lot of their own budget issues, many revolving around the health care issue.

Assistant Town Manager Jean Delios stated that the lunch program at the Pleasant Street Center is provided 5 days a week – they contract out to Mystic Valley Elder Services. These are the same meals as meals on wheels and that is what is being served at the lunch program. In Lexington, they offer lunch 3 days a week, and they contract out to a private operator – an assisted living facility in town. They spent \$16M on their facility – and they have the Cadillac model of services for the residents. Jean said that

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MVES is preparing food elsewhere, as The Pleasant Street Center doesn't have a scratch kitchen, so they cannot prepare food there. Also said she wants to have a master plan for elder and human services.

The same resident asked about water and the Town Manager stated that what the town pays for water has nothing to do with the operating budget. Reading has high water rates, in part because they had to pay off debt to buy into the MWRA. Also that they have to pay for infrastructure. The Town Manager drew a strong distinction between sewer/water rates being separate from the operational budget.

Return to a discussion by Mr. Brown – population hasn't grown as much, and he notes that many commercial developments failed for NIMBY reasons.

A High Street resident added that the population increase in Reading means another Police Officer and Fire Fighter are needed.

She notes that there is an increased desire for full-day Kindergarten.

Dr. Doherty noted the more diverse the needs of the population creates a strain on the budget.. ELL population has increased, so they have had to increase teacher English. Also special education costs also require services. Also more social/emotional services are needed.

Mary Ann Denneher: We provide more services to our town, and talking about the CIP shift... she notes that our commercial rate is less than half of the neighbors.

The Assistant Town Manager provides a free consulting service to many commercial interests.

Resident: Social/Emotional needs have services on ed plans and some don't, she wants to know if the IDEA and ADA and how that impacts the costs that every town and every city has to pay across the country. If we are not able to do that, what are the legal ramifications. Special Education is one third of our budget now.

Dr. Doherty noted that we are required to provide FAPE (Free Appropriate Public Education) including some additional supports and services for some students to access the curriculum. The law supersedes whatever the city or town can do. We will get a lot of litigation and out of district placements (more expensive than in district programs), which keep kids away from their peers in their communities. Those students will have to get those services elsewhere due to the placement and transportation.

Brian O'Meara noted that residents are more likely to support a tax increase if they know where that money is going to go. My conversations with folks is that the money will go to elderly services, schools, and town hall. There is no real clarity on what they will get for the override.

The project \$1.5 M for a cemetery garage when I think I am paying for elderly services, town services, and schools. At what point do we hear what we are going to get? Not knowing where the money goes in year two and three – that is where the opposition will form.

The Town Manager responded that there are not expenses that we can trim at the margin. There is a general consensus about things you cannot eliminate. There will be a lot of disagreements in the community. We are here asking for the community's advice. He also asked for what people are willing to cut, and no suggestions have come forward.

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Another woman – asked why the Town didn't see it coming.

The Town Manager said “we have discussed this for 8 years. Very clearly, through every budget process, the Superintendent and I have described this very clearly in writing. What's the surprise is that we could have had an override a few years ago. We have been able to cut services along the way, consolidate positions, etc. and we did such a good job on the expense side and continued to provide services but we cannot do it anymore.”

Tim Angle – asked “What are our options for cuts? I could go through the budget line by line, but frankly, that's not my job. I'm not for cutting anything in particular. No one ever proposes an option for cutting a service. That's because we honestly we don't know what they are.”

The Town Manager stated that every Town department is on the table to be cut. There is nothing that is not on that list including Police, Fire, Library... “We can figure it all out, we can propose something about how to balance the budget, but if we don't get any community input, what is more or less valuable to the community.”

One man wants a referendum – but he'll settle for a survey. To ask the community what they want to cut.

Resident asks what happens if an override fails and stated that residents want to know the consequences. Feels it is easier to make a decision when specific items are in the offing.

Mary Ann Danneher said people don't know how much things cost.

The Town Manager said that the money needed could basically cut out the library... or you can cut positions like police or teachers – in order to close that gap.

Barry Berman added that 80% of the town budget is personnel. “So if we cut personnel we will cut quality and quantity of services. It's not like we're going to lose something, it just means that we are going to not have it be as nice as it is now. Some will be cut and we won't be able to do as good a job.”

One resident said not to touch schools, public safety, and elder services but “everything else is fair game...”

Another resident said she lived in another community and she saw the Town tear itself apart over budgets... “The value of people, the value of employees, who are already paid below average, but I see we are going to start falling. We need to make judgement calls about what we value. I'm very concerned about seniors.”

Resident: He has all the faith in the world in the Town Manager and Superintendent and has watched the rabbits they pull out of their hats year after year. He is worried that we are losing good teachers, losing them to other districts. “For me, I looked at these questions a little differently. I think the appetite for the override is there, because they know it will be spent responsibly. No one wants to hurt seniors.”

I haven't heard anyone say that there is something that they want that they aren't getting, people want to have that police and fire and teachers...

Another Resident: Assume the override goes through, how is that money distributed? Selectmen will be discussing that over the summer. In October the tax classification will be decided... but they can vote for a rate in the summer for a rate they want to support ... the amount will also be decided this summer.

Town Manager said he mentioned \$5M, and 2-2.5 should be banked in the first year. As much as we would like to announce a bunch of new things to the Town - Do you want to offer an override budget with lots of new things or not? Hard to do it without anything.

The Town Manager promised to bring more granularities for the budget at the next two meetings.

Mark Baxter: Suggests for the budget presentations, they went through cuts that they had to make for this year and a list of things that they wanted to fund but they could not due to the budget constraints.

Discussion about moving the Pleasant Street Center, potentially to the temporary library space (rent is about \$15-\$16K per month), or to combine with the new library.

People are interested in getting more information. It is on the website – Selectman@ci.reading.ma.us there is a link that they can email to.

Another gentleman from “Yes for Reading” invited people to engage with their website.

The Town Manager reminded folks that Town employees are limited to their actions around an override but Yes for Reading has more latitude.

Eileen Manning –Full day kindergarten is not one of the things on the wish list... it is a conversation that the school committee has not had regarding the override.

Another woman says that we want to prioritize schools, and not sure we value non-teaching personnel; she would prefer to keep personnel vs technology if that were an option.

The meeting was adjourned at 9:13 p.m.

Respectfully submitted,

Secretary



Town of Reading Meeting Minutes

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2016-06-07

Time: 1:00 PM

Building: Pleasant Street Senior Center

Location: Great Room

Address: 49 Pleasant Street

Session: Open Session

Purpose: Community Listening Session

Version:

Attendees: **Members - Present:**

Chairman John Halsey, Vice Chairman Kevin Sexton, Secretary Barry Berman, John Arena, Daniel Ensminger

Members - Not Present:

Others Present:

Town Manager Bob LeLacheur, Assistant Town Manager Jean Delios

Minutes Respectfully Submitted By: Secretary

Topics of Discussion:

The Town Manager reviewed key dates – and noted that August 16 is last day to decide on a special election/override vote.

If Yes: Thursday, September 1 would be the Community Financial Forum at 7PM RMHS Performing Arts Center.

Monday, Sept 12 would be a Special Town Meeting – reminder, no formal role for Town Meeting in this process.

Tuesday, October 18 would be the Special Election

The State primary is a few weeks before the October 18 meeting and the Presidential Election is a few weeks afterward. Due to poll worker staffing concerns, best to include a separate election because combining would only save a small amount of money.

Resident Carol Shattuck asked about the budget process and the Town Manager stated that they are trying not to be specific about the exact nature of the cuts. She is looking for a budget process and review process. The Town Manager reassured her about the process.

Since the last override, annual revenues have risen at 3.1%, we can raise taxes 2.5%. The growth on State Aid is not even 3%, local and other receipts are very low.

The forecast for revenue over the next three years - using cash reserves 2.6%, but only 2.1% without using cash reserves.

Schools and Town spending is up 3% annually, capital and debt down nearly 1% and 5% for the shared benefits (see slide presentation that is available on the website). Our retirees and employees took on more health insurance costs in order to preserve jobs.

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Annual spending has grown at the rate of 3.1% since the last override. The annual forecast for the next three years with free cash is 2.6% total and 2.1% total without free cash.

Free Cash reserves won't be certified until September. Discussed 9C cuts from 2009 when we had to make midyear cuts, but having that reserve is essential and lessened the impacts of state cuts. Litigation ongoing regarding the high school and it is clear that the construction funds that the town still has will not be enough to settle the case. Process is protracted but it is before a Special Master judge.

The Town Manager reviewed the Peer Communities Revenues slide and notes that peers pull in \$12M more than Reading does in commercial revenues.

State Aid dropping because they have seen a 64% real increase in health care costs of the past 15 years. "We cannot rely on the state to help us."

Peer Residential Tax Burden – Reading is between \$500 and \$700 below peer community average tax bills. Reading residents and businesses may not know that the taxes are lower than in other communities. Per pupil spending in Reading is also very low – student population is high.

Summary - Reading is a bedroom community with a low commercial tax base. Residential property taxes are below peer averages. The Town is at that point where we cannot reduce the quantity of our services without reducing the quality of the services. The last override was promised to last only a few years.

Ways to help seniors age in place:

- Accept optional costs of living increases for seniors and surviving spouses – this will only affect a few residents;
- Increase the senior exemption from \$750- \$1000;
- Lower the interest rate on those who qualify to defer taxes on their homes from 8% to 4%;
- Request a Home Rule petition to shift taxes to other taxpayers. In theory, tax rates could be lower for elderly, low-income population. Sudbury has done a model that Reading thinks would serve as a good baseline.

John Halsey noted that it is an important point that the Board is planning to take steps to protect the lower income senior population in town. The Town wants seniors to be able to financially stay in their homes for as long as they wish to stay.

Overrides – What do our peers do? Everyone in yellow (on the slide) more recently attempted an override – all peer communities with a residential taxpayer base of 85% and more have requested overrides since Reading last asked.

Looking at the CIP shift, they are able to see that towns with more industry are also earning higher revenues and able to make the shift more meaningful.

The Town Manager reminded everyone that he has been warning people for several years of the underlying financial condition. The last override was expected to last 8-10 years, but it has been 13 years.

The Town Departments spend \$17.2 million on wages and \$8.2 million on expenses. The point is that we cannot make necessary cuts without affecting jobs.

"None of us (including the Selectmen) are in favor of an override, we just want to make sure the town understands the choices and the implications," said the Town Manager.

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Kevin Vent, 33 Hillside Road, is Moderator of the meeting.

Joe McDermott, 4 Tamarack Road noted he is confused about how an override works, what is it authorizing the Selectmen to do.

The Town Manager responded that the Selectmen can word a ballot question to direct money to certain specific uses for the first year only, and then Town Meeting decides how to allocate funds after that. It will be up to the Selectmen to decide how specific they want to be. For an operating override, you are asking for a specific number. Last time the amount was about \$6M and that is a permanent increase. It is different from a capital or debt exclusion, such as the high school and library. That tax increase vanishes after the debt is repaid.

Selectman Daniel Ensminger explained that an underride vote could happen to make a similar, permanent decrease in taxes as well.

The Town Manager added that the Selectmen could vote a tax rate lower than the budgeted amount.

Michelle Sanphi noted she is part of the ballot initiative committee. A service she would like to see added would be the ability to retain and attract high quality employees to both town and school positions. She supports the term 'Age-In-Place,' and wants to see support for police and fire. The reputation of our schools attracts a lot of people. We would like to see an end to reduced level service.

Jack Devir, Tamarack Road, asked re: Lawsuit – what are the costs of litigation? Town Manager could not release figures.

Harry Wheeler – Fixing roads... Main Street, and West Street... those projects are mostly state projects. Also regarding Town Employees – does the town have its own health insurance, and would we save money with GIC?

The Town Manager responded that our health insurance is through MIIA which is a collaboration of many communities that get together for health insurance. All the unions from the town, schools and light department collectively bargaining – it is very great collaborative issue. Employee contributions are almost \$1M higher than in typical peer communities.

Some communities joining the GIC did not accurately price out the savings, because employees migrated to higher cost plans under the GIC. Reading has studied a move for several years, and due to the fact the GIC has budget problems and is state subsidized – and that could vanish – they small projected savings were judged to be not worth the risk – yet.

Because of so-called 'ObamaCare' users have lost all their financial 'tools' (ie, mechanisms to lower rates for subscribers), as no one knows how to price health insurance right now. In Reading it is about 10% of the budget. It is up to 20% in some other towns.

A resident from 355 South Street, asked how many new positions were created since that last override? Don't these expenses have to go before the Finance Committee and what was their take on some of these things? Resident said that if given a choice of a service to cut it would be trash collection. "There are places where we can cut, you're going to step on someone's toes no matter where you tread."

The Town Manager responded that employment has been flat over the last 13 years. Thirty years ago DPW had 120 employees, now it has about 45. Our balance on FTE is close to zero percent change. He then explained the budget process. He sends the budget to the Finance Committee in March, then they vote on it and it becomes the Finance Committee's budget, then they bring it to Town Meeting. Everything is very transparent.

John Doherty responded that he believes any increase in staffing is related to special education mandates. They have moved some SPED programs in district in order to provide a better educational experience for students, and to save money.

Richard Holmes asked who decides whether we use cash reserves or not. Town Manager responded that during the budget process, they get guidance from the Finance Committee about how much cash from free cash. Using free cash to balance your budget is generally a bad idea. Building operating budgets on one-time revenue – we know this cannot continue.

Daniel Ensminger explained drop off in free cash amount projections (from slide). There is a drop off, he describes some of the revenue and noted it doesn't make assumptions on litigation.

Carol Shattuck asked how costs for the schools are forecasted. Superintendent John Doherty noted that enrollment is pretty static, but they also offer a full day Kindergarten and they charge over \$4,000 for the costs. Enrollment has stayed fairly consistent at 0-1% increase each year. Special education programming has gone up.

Carol Shattuck validated the concerns of John Doherty and the Town Manager that Reading is still a bedroom community, seniors are staying, because nowhere else to go, rents are high in other places. She said that if we need a school (capital exclusion) we need to talk about it in this time frame.

Joan Kochal asked when debt exclusions come off the books. The Town Manager responded that the RMHS and Library will be paid off in about ten years. If there is an operational override it will be permanent.

Sally Hoyt, 221 West Street, long term Reading resident, noted that the seniors in Reading like the services the Town provides. She said they have proved to her that they have thought about how to help seniors. She is also asking for an exemption for seniors not to have to pay more. Her family has lived here for five generations. Thank you very much and you've done a great job.

The Town Manager responded that the Board will discuss property taxes throughout the summer. In the commercial sector, a small business exemption may sound sensible, but that tool has very limited use in Reading because of state guidelines.

Christine Hansen raised the issue of fee structures and asked how Reading compares. The Town Manager responded that we found that +/- we were above or below 5% with other peers in terms of fees. It is viewed as a service to the residents. State law that says a fee has to be appropriate for the service a provided.

Richard Coco indicated he wants to see the leaf dump opened every day of the week. Target fees instead of taxes: make the dog license really expensive. Been in Reading 45 years, and claims it has gone from a fiscally responsible community to now a tax and spend town. He expressed incredulity that the community cannot live on a \$100M budget. Every family has a budget, if you can't afford something you don't do it. We need police, fire, Veterans, DPW (he thinks too many people) and beyond that we decide what to keep and what to eliminate.

John Halsey noted that \$300,000 is the budget for the Pleasant Street center – oes he want to eliminate that for example? Schools are two thirds of the budget. We don't want to eliminate police and fire. Richard Coco repeated that he could not see why this town cannot run on \$100,000,000

Carol Shattuck noted "Nothing is sacred." She requested a budget review, "so that we know you have done everything before asking for an override."

John Halsey noted that no one is trying to sell a yes or a no. The whole point of these sessions is just this – when all is said and done, if everyone understands the situation, we have a ballot box, if you decide that there is going to be an override, we can work with that, and if there is not going to be an override we will work with the Town Manager's office to live within what we have.

All of us decide at the ballot box and you've elected us to work with that and administer what you want us to do.

A Resident asked about the Finance Committee approved lighting for the fields: Feels that the lighting project for Birch Meadow complex is too expensive, asks if the project can be scaled back. The Town Manager responded that there is a process to go through. We have gone out for bids and he doesn't know what will happen. The Recreation Committee raised fees that will indirectly help cover the debt services. It was a one-time use of money in any event, not an operating cost.

Another resident said that currently the tax rate is the same for residents and CIP. "Commercial property is making money here in Reading and we are not."

The Town Manager noted that bedroom communities tend not to shift. "For every dollar you raise to the business, you split that dollar 8 ways... Last fall it was a 3-2 vote on the BOS."

Daniel Ensminger noted that everyone likes to focus on Jordan's and Home Depot... but CIP includes every business, so we have to be mindful about how the shift affects businesses... small businesses are more affected than large businesses.

Kevin Sexton noted that a lot of people have the misunderstanding that if we did split the rate we'd gain more. He again explains that while residents may pay less, we can still only collect the same amount of money and still need an override in order to expand the budget.

John Parsons asked why we don't buy and rehab a better senior center... Senior population will increase. The Town Manager replied that until we get our house in order we really can't think about things like that.

Assistant Town Manager Jean Delios noted she recently visited a peer community that put \$16 million into their senior center. We don't have it now, and won't have it for a while. It doesn't cost anything to take a look and perhaps plan for it. We are working on a master plan for human and elder services. What will Reading look like in 5-10 years is what we should be thinking about.

Barry Berman suggested that as you make decisions about what is important in town, in 20 years the senior population will be growing, and also know that kids in school now will have jobs not yet invented. His wealth is in his house and what is going to support him is the value of his home. People are coming to Reading because they want to live in a town that supports the kinds of services offered. Even if you don't have a child in school, the schools matter. His role on the BOS is to take care of everyone - to take care of one population at the expense of another pits one side of the community against the other side of the community. Then you lose, regardless of the outcome. We are thinking about it in terms of what is good for the whole town.

A resident noted that affordability is a big part of it because we are all on fixed incomes. Barry Berman noted that the board is looking at some of these tools to help. Look at what you are getting vs the cost, and is what you're getting worth the cost? Look at it as an entire community.

A resident noted that electric rates are rising 5-7%. We have to be as frugal as we can be, the debate is whether he will be able to afford his home, and he doesn't want to have to leave his home. He notes that some seniors are living hand to mouth.

Jim Martin, Charles Street noted that there were two debt exclusions for the library. One was \$10M and another \$3M and those votes raised our taxes twice.

A gentleman noted that the 'Yes for Reading' group is putting pressure on Selectmen and has received outside funding from unions. The Town Manager responded that if outside unions were doing that it would have zero impact on his negotiations with local unions, and that was certainly not something he had heard about before.

Michelle Sanophy mentions that lots of families have kids in college and they are living paycheck to paycheck. Regarding fiscal responsibility she wants to know the impacts across employee groups.

Town Manager responded: In FY2016 the School made 7.3 FTE cut without touching special education though. The Town eliminated 7 positions, most were part time. The depth in Public Safety might be cut, which reduces the quality of services. Eliminating one-person positions will eliminate services. Over the past several years, we have tried all kinds of different models to collaborate with other towns, share positions between departments, and we know what works and what doesn't work. We are now at the point that we cannot afford to experiment further, we will have to stop doing some things if we don't get more funding.

Amy Cole noted that we are only as good as the care we give our most vulnerable including our seniors and children. She thinks prop 2.5 is 30 years old and it doesn't keep up with the regular increases in the budget. Create new revenue to keep the services that we have. I think we do a great job with what we have. I'm concerned there are things that we haven't done. Elementary schools are old... but it is something we are dealing with. Town employees and teachers are underpaid... Prop 2.5 pits groups of people against each other. She is also in favor of the CIP split.

Richard Coco asked if we would add the school into your budget? Wants to see the costs of the School Department in the slide presentation.

A resident noted there should be two tax rates for retirees and workers. \$500 in my pocket is better in my pocket than anywhere else. He doesn't get pension increases, but working people are getting increases.

Kevin Vent noted he is 47 years old and hasn't seen a raise in nine years. He is in the prime of his earning career... people who are working are facing the same things. We have to look and solve these problems together.

A 60 year resident said the forefathers of this town didn't think ahead, they didn't want businesses here. They didn't even want McDonald's. We are on a limited income, we don't get raises, I know people are struggling. Do you want to keep us in our homes?

John Halsey referenced that the Lynnfield Market Place was another lost opportunity very recently.

Linda Snow Dockser, School Committee member noted that this kind of forum is why her family moved to Reading and she invites the public to ask questions and comment on the questions being put forth. She really appreciates everyone that came, and Kevin with RCTV. On You Tube one can see the Selectmen Meetings and the School Committee meetings, and great questions asked here. There are some answers out there. The answers aren't done yet.

The meeting was adjourned at 2:50PM.

Respectfully submitted,

Secretary

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THE COMMONWEALTH OF MASSACHUSETTS

Number: 2016-3

Fee: \$50.00

TOWN OF READING

This is to certify that DARIO MORELLI, 292 GROVE STREET, READING

IS HEREBY GRANTED
A SPECIAL ONE-DAY LICENSE

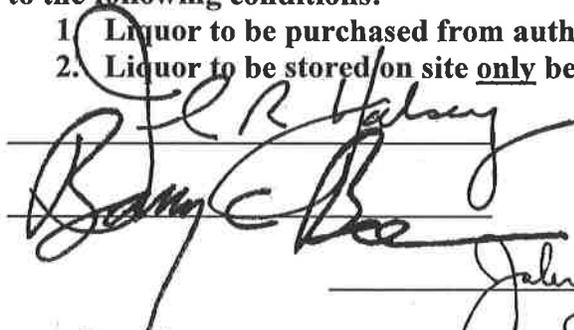
FOR THE SALE OF BEER AND WINE
TO BE SERVED ON THE PREMISES
FOR THE MEADOW BROOK GOLF CLUB
CLUB SOCIAL WITH CLAMBAKE
TO BE HELD ON JUNE 25, 2016
ON THE POOL DECK AND ADJACENT LAWN AREA
AT 292 GROVE STREET
BETWEEN THE HOURS OF 11:00 A.M. TO 6:00 P.M.

Under Chapter 138, Section 14, of the Liquor Control Act.

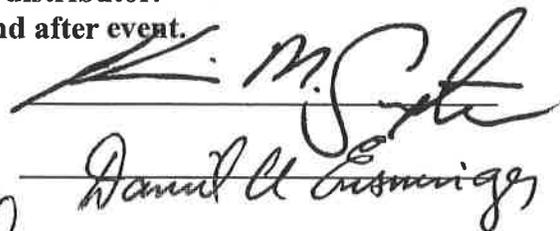
Holders of one day licenses shall provide a bartender and/or servers who are trained and authorized to make decisions regarding continued service of alcoholic beverages to attendees. There shall be no self service of any alcoholic beverage at any event approved as a one day license.

This permission is granted in conformity with the Statutes and Ordinances relating thereto and expires at 6:01 p.m. on June 25, 2016 unless suspended or revoked subject to the following conditions:

1. Liquor to be purchased from authorized distributor.
2. Liquor to be stored on site only before and after event.



Daniel A. Casimiro



Daniel A. Casimiro



Daniel A. Casimiro

Date Issued: June 14, 2016



THE COMMONWEALTH OF MASSACHUSETTS

Number: 2016-4

Fee: \$50.00

TOWN OF READING

This is to certify that DARIO MORELLI, 292 GROVE STREET, READING

IS HEREBY GRANTED
A SPECIAL ONE-DAY LICENSE

FOR THE SALE OF BEER AND WINE
TO BE SERVED ON THE PREMISES
FOR THE ANNUAL MEADOWBROOK
3 DAY MEMBER GUEST GOLF TOURNAMENT
TO BE HELD FROM JULY 8 - 10, 2016
ON THE MEADOWBROOK GOLF COURSE
AT 292 GROVE STREET
BETWEEN THE HOURS OF 8:00 A.M. TO 4:00 P.M.

Under Chapter 138, Section 14, of the Liquor Control Act.

Holders of one day licenses shall provide a bartender and/or servers who are trained and authorized to make decisions regarding continued service of alcoholic beverages to attendees. There shall be no self service of any alcoholic beverage at any event approved as a one day license.

This permission is granted in conformity with the Statutes and Ordinances relating thereto and expires at 4:01 p.m. on July 10, 2016 unless suspended or revoked subject to the following conditions:

1. Liquor to be purchased from authorized distributor.
2. Liquor to be stored on site only before and after event.

Date Issued: June 14, 2016

L/C BOS

Schena, Paula

From: LeLacheur, Bob
Sent: Monday, June 13, 2016 9:30 PM
To: Schena, Paula
Subject: Fwd: Override etc.

BOS packet

Sent from my iPhone

Begin forwarded message:

From: Frederick Van Magness <frederick.vanmagness@ci.reading.ma.us>
Date: June 13, 2016 at 8:15:41 PM EDT
To: Selectmen Reading <selectmen@ci.reading.ma.us>, LeLacheur Bob <blelacheur@ci.reading.ma.us>
Subject: Override etc.

Dear BOS,

From Reading Chronicle On-line 6/13/16

“Citizens at the meeting had wondered how the Town could spend one million dollars to improve and expand lighting on the fields if basic services were in danger of being cut.”

While I certainly think the topic of lighting at the recreation fields would benefit a very large population of Reading youth and think the project is probably a good one, the above quote from the Chronicle certainly brings to light the topic of expenditures of between \$1.5M and \$2.0M for a new Cemetery Garage where there are solutions that can be taken to NOT spend this money. It is extremely hard to justify spending this money if the budgets are so tight that we question essential services. I applaud the BOS for taking the tough action to not spend the funds on the partial lighting at this time. However, why does the BOS continue to allow funds to be spent on the Cemetery Garage in the same light? Business solutions would have just had Mr. Zager find/make space available at New Crossing Road. It is hard to justify spending this money for an operation that only benefits 4 +/- people. The current funds being spent on studies and consultants should also be stopped, in light of an override for essential services. There are significantly cheaper solutions other than building new brick and mortar. This whole Cemetery garage issue is being waged by a very small group of people and puts the BOS in a position of saying essential services are in jeopardy but we can afford to spend money for a small group of people. Stop this spending and send the entire operation to New Crossing Road NOW..... !!!!!!!!

Making these tough decisions NOW will reinforce your arguments for added funds for essential services and show your leadership in managing town funds. Continuing to allow these funds to be expended NOW is not in the best interests of the town.

Just my opinion as a non resident taxpayer.

Thank you for listening,
Frederick Van Magness Sr.

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4C BOS



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: Residents of Reading
Board of Selectmen
School Committee
Recreation Committee
Town and School staff

From: John Halsey, Chairman Board of Selectmen
Robert W. LeLacheur, Jr. CFA, Town Manager

Date: June 11, 2016

RE: Birch Meadow field lighting project

At a Special Town Meeting in April 2015, Town Meeting authorized \$1 million for field lighting at the Birch Meadow complex as Phase I of an expected two-phase \$2.5 million Birch Meadow field improvement project. Phase I was planned to light five different areas of the complex, including three previously unlit areas (softball fields, Morton Field, and a little league field) and two fields with older inefficient lighting (men's softball field and the RMHS Turf II field).

On Tuesday June 7th the Town opened bids on the Birch Meadow field lighting project. Town staff spent the next two days ensuring that all public procurement laws had been followed, and conducted a careful financial analysis of the project. The winning bid, and a close second bid, each suggested a total project cost of Phase I closer to \$1.4 million.

Today Chairman John Halsey and Town Manager Bob LeLacheur announce the cancellation of the remainder of the Birch Meadow Phase I project. About \$100,000 of costs for test borings and other field preparation work have been spent, and those results are available and useful when this project returns for future consideration. The remaining \$900,000 authorized by Town Meeting will not be spent.

Chairman Halsey expressed sincere disappointment at the news: "For many years the recreation community has worked tirelessly to assist the local government in field maintenance and improvements, and the users of the Birch Meadow complex have been looking forward to expanded hours of field usage from the lighting project, especially for the youth in the community. On a personal note, I believe it is imperative for all of us to provide recreational, scouting and other positive opportunities to our young people to help them learn to make good life choices."

Under procurement laws, the town could have proceeded with a portion of the work authorized by Town Meeting, and lit the three unlit areas for less than the \$1 million authorized. However Halsey added that "it is important to respect the relationship between the elected executive (Selectmen) and legislative (Town Meeting) branches of Town government. Town Meeting did not approve funds to only do a portion of the job. We should stop the project and honor that relationship. Together we will figure out the best path forward on behalf of the entire community."

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Town Manager LeLacheur agreed, noting that ‘the respect of Town Meeting is of paramount importance to conduct the business of government in the open and transparent manner that we operate’.

LeLacheur added, “In the past two months the town has received preliminary unexpected significant negative financial information concerning litigation on the past High School construction project. In light of this news, which must remain confidential until the litigation is settled, I would not in good conscious recommend that Town Meeting approve such an expenditure on what should be viewed as a ‘nice to have’ recreational improvement. As the community is aware, we face challenges in providing the basic public safety, public education, human/elder and other services that our friends and neighbors in Reading rely on. While lighting the Birch Meadow complex would provide a direct benefit to many in town, Reading still maintains a wealth of recreational opportunities that are the envy of most other communities. Once we are financially confident that we can perform our basic services and responsibilities to the community at a level they expect, I look forward to further discussion on the Birch Meadow complex project.”

For any comments or questions, please rely on the following contacts:

Matt Kraunelis, Administrative Services Director and Ombudsman (advocate for residents)
mkraunelis@ci.reading.ma.us or 781-942-6611

John Feudo, Community Services Director
jfeudo@ci.reading.ma.us or 781-942-6674

Bob LeLacheur, Town Manager
townmanager@ci.reading.ma.us or 781-942-9043

Board of Selectmen
selectmen@ci.reading.ma.us or 781-942-9043

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