Town of Reading
Meeting Posting with Agenda

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2016 SEP -1 P 3:49

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2016-09-06 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:

	OFFICE ½ HOUR – Kevin Sexton	**6:30**
1)	**Reports and Comments**	
	a. Selectmen's Liaison Reports and Comments	
	b. Public Comment	
	c. Town Manager's/Assistant Town Manager's Report	
2)	**Open Session for topics not reasonably anticipated 48 hours in advance of the meeting**	
3)	**Proclamations/Certificates of Appreciation**	
4)	**Personnel & Appointments**	
	a. Fire Department Badge Pinnings	7:20
	b. Cultural Council	7:25
5)	**Discussion/Action Items**	
	a. Continued Hearing – Transfer Liquor License from Brooks Brew and Fine Wines, 676 Main Street to Anastasi Brookline, 25 Walkers Brook Drive	7:30
	b. Chipotle Request for Liquor Policy Waiver	8:00
	c. Train Depot Roof Repairs – 32 Lincoln Street	8:15
	d. Abandon Drainage Easements – 21 Hunt Street and 26 Lee Street	8:30
	e. Close Warrant for October 18, 2016 Special Election	8:45
	f. Preview Warrant for November Subsequent Town Meeting	9:00
	g. FY17 Goals and Reading 2020 Updates	9:15
	h. Discuss Town Manager Performance Evaluation Process	9:30
	i. Approval of Amplified Sound Permit - Flag Football	9:45
6)	**Approval of Minutes**	
	a. August 9, 2016	
	b. August 16, 2016	

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.

7) Licenses, Permits and Approvals

8) Executive Session

9) Correspondence

copy a. Email from Mark Wetzel re: A Big Thanks to the Town of Reading Staff

copy b. Correspondence from Carol Sopper, President of Water & Waste Pipe Testing Inc. commending the Public Works staff on their continuous efforts to ensure and provide safe drinking water the community

copy c. Correspondence from Stephen Goldy re: Resignation from being an Advisor to the Reading Fall Street Faire Committee

Office of the Town Manager
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To: Board of Selectmen
From: Robert W. LeLacheur, Jr. CFA
Date: August 25, 2016
RE: BOS Agenda for September 6th

Your next meeting has several relatively brief agenda items as a sort of catch-up after a very busy summer spent on largely financial issues.

First Chief Greg Burns will conduct a badge pinning for five members of the Fire department – three promotions and two new employees.

Second is the continued Hearing for a liquor license transfer from Brooks Brew & Fine Wines (676 Main Street) to Anastasi Brookline (25 Walker's Brook Drive – Stop & Shop). The Hearing was continued at the request of the applicant due to some unavoidable travel. We have included meeting Minutes from when the Atlantic grocery store held such a license and a prior Board imposed several restrictions. The applicant will describe the proposed floor plan at Stop & Shop. A significant difference is the isolation of the liquor section from the groceries, whereas in the Atlantic the two were intermingled.

Next up is a request from Chipotle to waive a section of your Liquor Policy that forbids serving alcohol in plastic or paper. Past Boards have granted only one-day exceptions to this requirement in the event of a special occasion, such as New Years. Upon inspection after they were granted their liquor license we learned that serving margaritas in clear plastic cups is their national model. To their credit, as soon as they learned of the conflict with local policy they stopped serving margaritas entirely, as they are not set up with glassware to do differently. Recall that with Town Counsel's help we are re-writing the Board's Alcohol Policy, expected to be advertised for hearings late fall/early winter.

The next agenda item is a request from Railroad Realty Trust to waive a past restriction/request placed by a previous Board in 1985: "... the present slate roof shall be kept in good repair and retained as long as possible ..." at 32 Lincoln Street (the train depot building). Please see the memo from attorney David Mindlin that explains some current safety concerns and a brief description of the proposed change, as well as extensive supporting documentation. Town Counsel has researched this issue, and only the Board of Selectmen has any jurisdiction over this issue. Coupled with some safety concerns as well as the upcoming 40B construction nearby, repairs to this roof are best done as quickly as possible.

Next is a request to abandon drainage easements at 21 Hunt Street and 26 Lee Street. This issue was scheduled for presentation earlier in the summer but delayed when engineering staff realized the scope of what was being proposed was not precise. Please see materials in your packet that describe this request – if approved by the Board this item will go to November 2016 Subsequent Town Meeting for their approval. The town is amenable to this request, as revised.

I will then preview the 20+ Articles for the November Subsequent Town Meeting Warrant. By Charter, the Board must close the Warrant at your next meeting in late September. The Charter Committee discussed these early deadlines for closing Town Meeting Warrants, but they decided not to recommend any changes. While with modern communication tools this several week gap may seem excessive, it does place a hard deadline for applicants and volunteer boards and give maximum transparency to the community in advance of Town Meeting.

I will then update the Board on the Reading 2020 FY17 Working Group & Goals.

Vice Chair Sexton will discuss the process for reviewing the Town Manager. We use the same Performance Review template for all of our employees, and I believe the Town Manager should be subject to that same process from here forward. Chair Halsey and I have discussed this previously, and I have included this PR template in past meeting packets and do so again. If the Board chooses to use this approach, I will write up more detail in advance of your next meeting. The Board should discuss what additional metrics should be used to evaluate the Town Manager, and we can design a process that should be standard for the future. Feedback, whether formal or informal, is a crucial element of the role of the Town Manager.

Finally, we have the annual amplified sound permit application for the fall flag football program. The growth of the program has been astonishing, it will be interesting to receive an update.

2016	DRAFT - BOARD OF SELECTMEN AGENDAS		2016
8/30/2016		Staff Responsibility	Estimated Start time
	Community Financial Forum 9/1/16 @RMHS	**Thursday**	**7:00pm**
	Selectmen will not have a quorum		
	September 6, 2016		
Office Hour	**Kevin Sexton**		
	Fire Department Badge Pinnings	**Burns**	**7:20**
Appointments	**Conservation Commission and Cultural Council**		**7:25**
Hearing (continued)	**Transfer Liquor License from Brooks Brew and Fine Wines, 676 Main Street, to Anastasi Brookline, 25 Walkers Brook Drive**	**LeLacheur**	**7:30**
	Chipotle request for Liquor Policy Waiver	**LeLacheur**	**8:00**
	Train Depot Roof Repairs - 32 Lincoln Street	**LeLacheur**	**8:15**
	Abandon Drainage Easements - 21 Hunt Street and 26 Lee Street	**LeLacheur**	**8:30**
	Close Warrant for October 18, 2016 Special Election	**LeLacheur**	**8:45**
	Preview Warrant for November Subsequent Town Meeting (begins 11/14/16; Warrant closes 9/20/16)	**LeLacheur**	**9:00**
	FY17 Goals & Reading 2020 update	**LeLacheur**	**9:15**
	Discuss Town Manager Performance Evaluation process	**Sexton**	**9:30**
	Approval of Amplified Sound Permit	**LeLacheur**	**9:45**
	State Election September 8, 2016	**Thursday**	
	Special Town Meeting September 12, 2016	**Monday**	**7:30pm**
	September 20, 2016		
	Trust Fund Commissioners		**7:30**
	Schoolhouse Commons - 40B project at 172 Woburn St (former St. Agnes school)		**8:00**
	Close Warrant for November Subsequent Town Meeting (begins 11/14)	**LeLacheur**	**8:45**
	Town Manager Performance Evaluation	**Halsey**	**9:00**
	October 4, 2016	**Center**	
Office Hour	**Dan Ensminger**		

	Realistic Commercial Development in Reading: Joint Meeting with CPDC and commercial developers	LeLacheur	7:30
	Vote Warrant Articles for Subsequent Town Meeting 11/14/16	LeLacheur	9:30
	Special Election October 18, 2016	Tuesday	
	October 25, 2016		
	Close Warrant for Presidential and State Elections 11/8/16		7:20
	Tax Classification	Board of Assessors	7:30
	Finacial Forum October 26, 2016	Pleasant St Ctr	7:30
	Presidential and State Elections Nov 8, 2016	Tuesday	
	Town Meeting November 14, 2016	Monday	
	November 15, 2016		
Office Hour	John Halsey		
Hearing	Board of Selectmen Policies: Article 3 Liquor Licenses	Burns	
Hearing	Board of Selectmen Policies: Article 3 Class II Licenses	Segalla	
	Town Meeting November 17, 2016	Thursday	
	Town Meeting November 21, 2016	Monday	
	Town Meeting November 28, 2016	Monday	
	November 29, 2016		
	Approve Licenses		
	Town Meeting December 1, 2016	Thursday	
	December 13, 2016		
Office Hour	John Arena		

Future Agendas			
	Board of Selectmen Policies: Article 1 General Operating Procedures	**Burns**	
	Board of Selectmen Policies: Article 2 Volunteer Boards/Committees/Commissions	**Kraunelis**	
	Board of Selectmen Policies: Article 3 Licenses	**Burns**	
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**

2017	DRAFT - BOARD OF SELECTMEN AGENDAS		2017
8/24/2016		**Staff**	**Estimated**
	January 10, 2017	**Pleasant St Ctr**	
Office Hour	**Barry Berman**		**6:30**
	FY18 Town Budget		**7:15**
	Budget Overview	**LeLacheur**	
	Public Services	*Delios*	
	Facilities	*Huggins*	
	Finance	*Angstrom*	
	Administrative Services	*Kraunelis*	
	January 11, 2017	**Pleasant St Ctr**	
	FY18 Town Budget		**7:15**
	Public Safety - Fire/EMS	*Burns*	
	Public Safety - Police	*Segalla*	
	Public Safety - Dispatch	*Segalla*	
	Public Library	*Lannon & Trustees*	
	Public Works	*Zager*	
	Enterprise Funds	*LeLacheur*	
	Benefits, Miscellaneous	*LeLacheur*	
	Capital/Debt	*LeLacheur*	
	Budget Summary	**LeLacheur**	
	January 24, 2017		
	Preview - Annual Town Meeting	**LeLacheur**	**7:20**
	January 25, 2017 - Financial Forum	**Pleasant St Ctr**	**7:30**
	February 7, 2017		
Office Hour	**John Arena**		**6:30**
	February 21, 2017	**Senior Center**	
	Town Accountant Quarterly Report	**Angstrom**	**7:20**
Hearing	**Close Annual Town Meeting Warrant**	**LeLacheur**	**7:45**
Hearing	**Water, Sewer and Storm Water Rates for FY18 (effective December 2017 billing)**	**LeLacheur**	**8:00**
	March 7, 2017		
Office Hour	**John Halsey**		**6:30**

	Vote Annual Town Meeting Warrant Articles	**LeLacheur**	
	March 21, 2017		
	Local elections April 4, 2017	**Tuesday**	
	April 11, 2017		
Office Hour	**Dan Ensminger**		**6:30**
	Board Reorganization	**LeLacheur**	**7:00**
	Appoint Board of Assessor	**VASC**	**7:05**
	Discuss Board Liaison Assignments	**Chair**	**7:10**
	Town Meeting April 24, 2017	**Monday**	
	Town Meeting April 27, 2017	**Thursday**	
	Town Meeting May 1, 2017	*Monday*	
	May 2, 2017		
Office Hour	**Kevin Sexton**		**6:30**
	Town Accountant Quarterly Report	**Angstrom**	**7:20**
	Board & Committee updates	**LeLacheur**	**7:45**
	Town Meeting May 4, 2017	*Thursday*	
	May 16, 2017		
	Board & Committee updates	**LeLacheur**	**7:20**
	May 30, 2017		
	Board & Committee updates	**LeLacheur**	**7:20**
	June 13, 2017		
Office Hour	**Barry Berman**		**6:30**
	Appoint Boards & Committees	**VASC**	**7:20**
Hearing	**FY18 Non Union Classification & Compensation Plans**	**LeLacheur**	**7:50**
	June 27, 2017		

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**	
	Downtown Parking	**Segalla**	
Recurring Items			
	Close Warrant: Apr '17 TM by 2/28		
	Close Warrant: Nov '17 TM by 9/26		
	Review BOS/TM Goals	**Dec & June**	**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
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To: Department Heads
From: Robert W. LeLacheur, Jr. CFA
Date: August 17, 2016
RE: Hiring Freeze
CC: Chairman John Halsey

Last night at the Board of Selectmen's meeting the Board voted unanimously to request a $7.5 million Override of Proposition 2-1/2, to be decided by local voters at a Special Election on Tuesday October 18, 2016.

Effective immediately for all town departments, with two exceptions listed below, I therefore issue a Hiring Freeze that will last through February 28, 2017, by which date a formal FY18 Town Manager balanced budget will have been delivered to the Finance Committee. In the event that the voters choose to pass the $7.5 million Override in October, then the Hiring Freeze will cease immediately.

The two exceptions noted are the School Buildings portion of the Facilities department, over which the elected School Committee has jurisdiction, and the Library department, over which the elected Board of Library Trustees has jurisdiction.

Please complete the attached form for all current vacant positions in your department by Monday August 22, 2016 and send them to Matt Kraunelis. Please also include positions you expect to be vacant sometime before February 28, 2017. If a person has been sent to a training program but is not yet a full-time employee for your department, please include that in your responses. It is not my intention to stop that hiring process, but useful information in case the training process is not completed.

After I receive these lists from Matt, I will review and do expect to make exceptions on a case-by-case basis. I will advise you as a group of those decisions before the end of the month.

As you are all aware, failure of an Override at this time will cause reductions in our workforce for that FY18 budget. The purpose of this Hiring Freeze is to attempt to eliminate vacant positions as often as possible instead of creating layoffs.

Thank you for your continued diligent stewardship of the funding that you receive from Town Meeting.

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To: Clark Ziegler, Executive Director
Massachusetts Housing Partnership
160 Federal Street
Boston, MA 02110

From: Robert W. LeLacheur, Jr. CFA
Date: August 18, 2016
RE: Review Comments – Schoolhouse Commons (proposed 40B project)
172 Woburn Street, Reading MA

Dear Mr. Ziegler,

The following constitutes the Town of Reading's comments on Reading Equitable Housing, LLC's August 3, 2016 application to MHP for a Project Eligibility Letter (PEL) for the above named property. I understand that if MHP issues a PEL, the next step would be for the applicant to apply to the Reading Zoning Board of Appeals (ZBA) for a Comprehensive Permit under MGL Chapter 40B.

Background

The subject property was previously part of the lot that includes St. Agnes Catholic Church located at 186 Woburn Street in Reading. Recently 186 Woburn Street was granted an Approval Not Required (ANR) to subdivide the property into two lots. This created the new lot at 172 Woburn Street. St. Agnes Church then applied to the ZBA for a Special Permit to use up to 32 parking spaces on the new lot (172 Woburn Street) for church-related use. The Special Permit was granted on November 5, 2015 allowing the church exclusive use in perpetuity of up to 32 parking spaces at 172 Woburn Street (the 40B site).

Previous attempts at developing 172 Woburn Street have led to neighborhood concerns about design, light spillage, drainage, density and school impacts. In 2013, the Town of Reading, through its School Department, secured an option to acquire the property for use as an early childhood education center. The School Department's plan could not resolve concerns over traffic circulation related to the drop off of small children and therefore did not move forward. In 2014 a local developer also expressed an interest in this property and applied to the Community Planning and Development Commission (CPDC) for approval to locate "off-site" affordable units required under zoning for an approved multifamily housing project known as Johnson Woods. The CPDC ultimately did not look favorably on the Johnson Woods "off-site affordable housing" proposal and the project never proceeded any further.

1C2

Town of Reading - Affordable Housing

The application notes that in 2013 the Town of Reading adopted a Housing Production Plan which was also approved by the State. The HPP provides a roadmap for the Town to follow to proactively plan for new housing. The housing production strategies are designed to encourage housing development, especially for special populations like low/moderate income households. The HPP link is: http://www.readingma.gov/node/2427.

Reading is recognized as a leader in municipal planning, and is frequently invited to speak to planning groups throughout the region on its accomplishments including planning for affordable housing. Reading has amended its' zoning bylaw to allow for both dense development and intergenerational living, both of which support affordable housing. Reading has a strong record of proactively planning for housing as further evidenced by:

- **DHCD showcases Reading on its website as a model 40R community** - Reading's two MGL Chapter 40R Smart Growth Overlay Zoning Districts that permit 458 new units "by right". The Gateway Smart Growth District (GSGD) is comprised of Reading Woods, a 424-unit housing development located on the Stoneham line. The GSGD is a portion of Reading Woods, and includes a total of 200 units with 20% (43 units) designated as affordable housing. In accordance with the Master Plan, the Downtown Smart Growth District (DSGD) was adopted in 2009 and was the foundation for "by right" residential or mixed-use in a walkable, vibrant downtown with a commuter rail station as its hub. The 26-acre DSGD allows an estimated 258 new residential units. To date, 53 residential units have been built and the CPDC anticipates another application for Site Plan Review shortly which will add another 50+ residential units. Also, the CPDC is studying expanding the DSGD and is planning on finalizing its recommendation to Town Meeting for an Article to be presented in 2017, which, if approved by Town Meeting will allow for added "by right" residential or mixed-use.

- **2015 Economic Development Action Plan (EDAP)** – working with the Metropolitan Area Planning Council (MAPC) Reading created an EDAP. The EDAP identifies economic development strategies including expanding the DSGD. The EDAP link is: http://www.readingma.gov/planning-division/files/economic-development-action-plan-with-appendices

- **2015 Metro North Regional Housing Office (MNRHSO)** – Reading established the MNRHSO comprised of the Towns of Reading, North Reading, Wilmington, and Saugus. The MNRHSO shares the expenses of a full-time housing coordinator who monitors existing affordable housing and provides expertise related to affordable housing. An Advisory Committee oversees the MNRHSO. Massachusetts has only a handful of RHSO's and Reading is proud to have developed this for the Metro North region.

- **2014 Comprehensive Update of the Reading Zoning Bylaw (ZBL)** – The updated ZBL clarified, simplified, and modernized zoning for ease of use by developers. Accessory Dwelling Units (ADU) are now allowed "by-right" (instead of through a special permit process administered by the ZBA) provided performance standards can be met and that the ADU is located in an existing structure. Permitting checklists have been developed to simplify zoning further.

IC3

- **Reading 2020 Board of Selectmen Strategic Plan** – A planning effort that will establish long term goals and strategic plans for the future. Planning for future housing needs is an element of this plan so that our policies and regulations support the needs of the community.

Schoolhouse Commons is one of the **five** 40B projects in Reading. The additional 4 pending 40B projects are described below in chronological order:

- Several years ago a comprehensive permit was issued for 45 Beacon Court. This project, approved for 10 units, has not been constructed.

- In the Spring of 2015, Lyle Estates applied to MassHousing for a PEL for 16 new units of townhouse style duplex housing on 2.75 acres which is still pending (although a 4 lot subdivision is also under review by the CPDC).

- In August of 2015 MassHousing issued a PEL for Reading Village, a 77-unit 5-story multi-family development on a site of approximately 35,000 square feet. A comprehensive permit was filed on February 4, 2016 which is under review by the ZBA. Through a series of extensions of time and project modifications the plans have been revised as a 72-unit 4-story multi-family project on roughly 42,000 square feet of land (an additional parcel is now included) on a corner across from the commuter rail station.

- In 2016 a local developer approached the Town of Reading with schematic plans for multi-family housing on a large site that could be one of the largest 40B projects to date. A late 2016/early 2017 40B application is anticipated.

Section II: Site and Project

- The site plan indicates that the land area is 45,779 s.f. and is long and narrow with the building in the front and a parking lot in the rear. Site circulation including access from the long narrow driveways on both sides of the building present some challenges that the Fire Department has identified but that appear to be addressed in the June 29, 2016 Site Plan. Sharing a stacked exit driveway with the church potentially posed additional design issues that appear to be addressed in the current plans as well.

- Proximity to Downtown – the site is located in a residential neighborhood that is a short walk to Downtown and the Commuter Rail Station. Reading is a suburban community with a vibrant Downtown. However, there is no grocery store in the Downtown making going car free a challenge.

- The floor plans, landscaping plan, and site plan included in this application generally describe the site layout, landscaping, unit mix and provision of off-street parking. The tabulation provided on Sheet A-1 shows that there are 20 units planned with 9 - 1 bedrooms, 9 - 2 bedrooms and 2 - 3 bedrooms. The tabulation does not include the number of bathrooms per unit. The plans do not include information describing the affordable units or where the affordable units are located.

104

- Additional information should be furnished including:
  - Indicate on plans unit distribution by size, bedrooms, and affordability;
  - Property Management - No documentation was provided regarding property management including how will trash and recycling be handled for the site;
  - Lighting – This was requested at the DRT; nothing has been provided;
  - Parking – Additional details are needed to understand how the easements regulating 31 of the 66 total off-street parking spaces will be managed for the exclusive use by St. Agnes Church. Property management details and copies of easements should be provided to clarify how this arrangement will be handled on a day-to-day basis to minimize potential conflicts.
  - Fencing/Retaining Wall – More details are needed to understand this interplay of fencing, grade changes, guardrails and other improvements. The plans show a 6 foot high wooden stockade fence along the Southern and Eastern property lines that screens the site from the residential abutters. The stockade fence on the Eastern property line may need to be adjusted to provide needed sight lines for safe egress. A new block style retaining wall will be constructed with a guard rail on top along the West (church) side of the property. At the site visit the project engineer indicated that the retaining wall is approximately 7 feet high at the highest point. The site plan should clearly depict this aspect of the project.
  - Landscaping - Existing Trees - There are large mature trees in the front and rear of the site that should be preserved. These trees should be clearly marked on the site and landscape plans.
  - Woburn Street Entrance/Stone Retaining Wall – The plans show that there is a ramp and walkway accessing the front entrance that leads to a crosswalk and handicapped sidewalk area. At the site visit there was a question related to the retaining wall designed along Woburn Street and whether it impedes access to the handicapped sidewalk leading to the crosswalk. This may require further study.

The Town has had a review of the schematic plans that were made available several months ago and held a Development Review Team (DRT) meeting back in January. The attached minutes of the DRT highlight the questions raised at that time. The updated plans address many of the DRT identified issues. The remaining issues that are not addressed by the updated plans include:

1. Snow Storage & Removal	Applicant would ideally store on grass, but may have to designate some parking spaces and/or contract with hauler	
2. Gas fired boiler	Will need to talk to gas company (National Grid) about possibility of extending high powered gas line from Summer Avenue	
3. Drainage	Issue at the rear of school lot has been mitigated, abutter would like it to remain that way with the new project	Email regarding call from abutter
4. Common Areas	The site and building do not provide common areas or open spaces for the residents to utilize	
5. Accessible Units	The Applicant has stated that 1 unit will be fully accessible and that all units will be adaptable. This is a priority for the Town.	

Section VI: Sustainable Development

- The development is in close proximity to the commuter rail station but isn't a true transit-oriented development as it isn't located in an area that residents can access all of their needs without a vehicle. Bike racks are not indicated on the plans but should be.

- The percentage of affordable units is incorrectly stated here as 25%; the plans, pro-forma, and other correspondence we have received indicate that there will be 20% affordable units (4 units).

The Town of Reading has been planning for and working diligently to achieve our 10% affordable housing goal for several years. We are generally supportive of redevelopment projects that take existing vacant buildings and put them to a productive use, provided the impact on the neighborhood is low. Thank you again for the opportunity to express our concerns. I am happy to answer any further questions.

Sincerely,

Robert W. LeLacheur Jr.
Town Manager

Attachment (DRT Notes)

cc: Board of Selectmen
Zoning Board of Appeals
Community Planning and Development Commission
Assistant Town Manager
Community Development Director

Development Review Team Meeting
January 20, 2016
172-186 Woburn Street

Staff Present (see attached sign in sheet for contact info): Town Manager Robert LeLacheur, Assistant Town Manager Jean Delios, Fire Chief Greg Burns, Community Development Director Julie Mercier, Health Agent Steven DiLauro, Town Engineer George Zambouras, Safety Officer David Savio, Conservation Agent Chuck Tirone, Building Inspector Glen Redmond, DPW Director Jeff Zager, RMLD Engineer Peter Price, Applicant Mike Sullivan, Applicant's Engineer Jack Sullivan, Applicant's 40B Consultant Michael Jacobs, Applicant's Attorney Brad Latham, Applicant's Architect Sid Silveira

The Applicant is proposing a 20-unit rental 'friendly' 40B (5 units will be made eligible to income qualified renters earning at or below 80% Area Median Income) in the former St. Agnes school building at 172-186 Woburn Street. The building was recently separated from the church onto its own lot through the Approval Not Required (ANR) process. The Applicant has received a Special Permit from the ZBA to allow the church to utilize up to 32 of the parking spaces on the proposed apartment building lot during church services. Previous attempts at developing this property have led to neighborhood concerns about design, light spillage, drainage, density and school impacts. The neighborhood concerns, as well as the Special Permit Decision, are attached to this memo. The application, plans and supporting materials are provided under separate cover.

The Applicant has indicated that the duration of construction would be about a year.

The following is a list of comments from the DRT:

DRT Comments		
Planning		
	Comment	**Policy/Regulation**
1. Outreach	The Applicant is strongly advised to meet with the neighbors.	
2. Shared Parking/ Access	Easements and agreements between the property owners for shared parking and access should be provided ASAP	
3. Parking lot	Potential for conflicts between parishioners & residents	
4. Circulation	Potential for incorrect use of one-ways for convenience	
5. Headlight Glare / Fencing Plan	Headlight glare was an issue before, but may not be now that circulation pattern has been reversed – fence plan & details needed	
6. Landscaping & Lighting	Plans shall be provided – Applicant noted that some paved areas will be removed and planted, may be used for stormwater	
7. Retaining Wall	Should blend in with the neighborhood & not look industrial	
8. Windows	Mullions look like grates on rendering – no grates are allowed	
9. Renderings	Mullion issue, hand rails not shown, windows won't be blue	

10. Façade Improvements	Applicant should specify how façade will be improved – power washing, landscaping, and how the property will be maintained e.g., by a management company	
11. Universal Design	Very important considering demographic trends – the Applicant has indicated that all units will provide for this and one unit will be designated as handicapped accessible	
Conservation		
	Comment	**Policy/Regulation**
1. Jurisdiction	Site is outside of Conservation's jurisdiction	
2. Dumpster / Runoff	Parking lot sheet flow should be directed away from dumpster – Applicant indicated that dumpster will be elevated on concrete pad	
3. Trees	Should be native – Landscape Plan will be provided	
4. LID Measures	Low Impact Development stormwater measures recommended	
Building / Inspections		
	Comment	**Policy/Regulation**
1. Codes	Project will need to meet all building codes	
2. Handicap Access	Depending on cost of project, the front entrance on Woburn Street may need to be handicap accessible (rendering shows it is not)	
Fire		
	Comment	**Policy/Regulation**
1. Access	18 foot minimum drive aisle is required for fire truck access, plans do not reflect that. West side aisle may need to be widened / east side parallel parking may need to be eliminated to conform.	
2. Turning radius	Concern with truck maneuverability behind building	
3. Sprinklers	The building is over 7,500 SF and will be sprinklered	
4. Handicap access	HC access is at the rear, so EMS access to the rear is critical – elevator will be sized for stretcher	
Police		
	Comment	**Policy/Regulation**
1. Construction Hours	Must be followed	
Health		
	Comment	**Policy/Regulation**
1. Dumpsters	Permits needed for each dumpster; dumpsters need to be enclosed and latched; Health strongly advises against locating them inside	
2. Totes	Could have totes along the side or rear of the building if the management company is responsible for emptying them into the dumpster on a regular basis. This may promote recycling.	
DPW/Engineering		
	Comment	**Policy/Regulation**
1. I & I Fee	Project subject to an I&I fee, which is $4 x twice the flow	
2. Handicap Parking	2 handicap spaces are required, 1 that is van accessible	
3. Signage	Provide signage plan for Woburn Street ingress/egress points and choke points in the parking lot	
4. Water & Sewer	Will most likely need to be upgraded	
5. Lighting	Lighting plan needed	

6. Snow Storage & Removal	Applicant would ideally store on grass, but may have to designate some parking spaces and/or contract with hauler	
7. Gas fired boiler	Will need to talk to gas company (National Grid) about possibility of extending high powered gas line from Summer Avenue	
8. Drainage	Issue at the rear of school lot has been mitigated, abutter would like it to remain that way with the new project	Email regarding call from abutter
RMLD		
	Comment	**Policy/Regulation**
1. Services / Meters	# of services and locations of meters need to specified	
2. Over or Under?	Determine this as well as size & conduits needed	
3. Additional Pole	May be needed	
4. Meter Room	Outdoor access to the meter room should be provided	
5. Easement	Needs to be secured	
6. Elevator	3 phase service is required for the elevator	
Town Manager		
	Comment	**Policy/Regulation**
1. Outreach	The Selectmen will want to know what has been done or will be done with regards to neighborhood outreach	
2. Joint Informational Meeting	The Selectmen may also be open to a joint meeting with the CPDC – there is a joint meeting scheduled on another 40B project on February 23rd; this could be added to that agenda.	

Metro North Regional Housing Services Office

Reading, North Reading, Wilmington, Saugus

Headquarters - Reading, Town Hall
16 Lowell Street, Reading MA 01867

Laurie Stanton
Administrator
Phone: (781) 942-6667
Fax: (781) 942-9071
lstanton@ci.reading.ma.us

MNRHSO Bi-Monthly Report August 25, 2016

North Reading –

The paperwork was submitted for the HOME project – The rehab of two North Reading Housing Authority units, 40 Main Street, unit 19, and 270 Main Street, unit 7.

Resale at Central Place. 63 Central Street, Unit 107. This unit sold to a person on my "interested buyer" list.

Percent subsidized: 9.59%

Reading –

Reading Village, a proposed 40B Project, is being planned for the corner of Prescott and Lincoln, across from the MBTA. Originally there were 77 units, with 20 affordable units. The new plans are for 72 units, with 18 affordable.

Site visit for Schoolhouse Commons, a 40B located at 172 Woburn Street. It is next to St. Agnes Church, and used to be a school, then a gymnastics studio. It has been vacant for 5 years. Proposed 20 units, with 4 of them affordable. 9 one- bedroom, 9 two- bedroom, and 2 three -bedroom units are planned. If there was a local preference, which would have to be shown, then it would be for 70% or 2 units.

Re-fi at 122 Johnson Woods Drive, unit 104

Percent subsidized: 7.78%

Saugus –

42 Eagle Road. Selling house. Payoff of CDBG funds.

18 Dustin Street – Client came into Town Hall with a 15 year old receipt for $1500, asking if the town owed her money. She had used CDBG funds to rehab her house, and she thought someone told her if she didn't sell her house in 15 years, she would get this money back. I found her file, and the amount she borrowed had been crossed out, and a different amount had been added. The difference between the two amounts was the amount her receipt was for. After digging further in the file, there had been 3 bids on the work, and client wanted to go with the higher bid. The contract was first written for the higher amount, then notes in the file indicated the Town would only pay for the low bidder, and the homeowner had to come up with the difference between the bids.

6 Fairview Avenue – re-fi.

Percent subsidized: 6.96%

Wilmington –

Two affordable houses are on the market. Agent is Kristen Costa: kriscosta@verizon.net 978-758-0197:

18 Denault Drive – 3 bedroom house. $223,500. Selling by lottery. Lottery held August 18.

203 Cardinal Court – 2 bedroom attached house. $223,040. First come, first served.

Follow-up with Avalon Oaks site visit. They have instituted a preference for DV on their waitlists, effective 9/1/16. They are updating the Affirmative Fair Housing Marketing Plan and will forward a copy when ready. They have not closed their waiting list.

2802 Pouliot Place. House has not sold yet. Agent said she has a buyer. Nothing at Registry of Deeds. Previous owner bought new property 8/15/16

Percent subsidized: 10.62%

LeLacheur, Bob

From: LeLacheur, Bob
Sent: Wednesday, August 31, 2016 7:36 AM
To: Jonathan E. Barnes
Cc: Delios, Jean; Daniel Ensminger at home; Zambouras, George; Forwarding Account for John Halsey
Subject: RE: North Reading Water-Wastewater Project DEIR - Lob's Pound Mill

Jonathon - here is the relevant portion of an email I received from North Reading last week, that will be going to the Selectmen next week as part of their packet:

"We conducted an evaluation of the bridge earlier this year and were advised that, regardless of the potential water main issue, there is some undermining of the footings that needs to be addressed. With the dry weather and resulting low water levels in the Ipswich River, we are going to proceed with the repair. I wanted to let you know because I believe the Reading Historical Commission was concerned about the potential use of the bridge for the water main. These repairs, while identified by an evaluation associated with the water interconnection, are being made because of the overall condition of the bridge."

Thanks,
Bob

From: Jonathan E. Barnes
Sent: Wednesday, August 31, 2016 12:05 AM
To: LeLacheur, Bob
Cc: Delios, Jean; Daniel Ensminger at home; Zambouras, George; Forwarding Account for John Halsey
Subject: Re: North Reading Water-Wastewater Project DEIR - Lob's Pound Mill

All,

This evening, I received some anxious emails and photographs concerning heavy construction vehicles which appear to be engaged in construction/de-construction work on the Mill Street Bridge abutment at the Lob's Pound Mill site. The photos present significant destruction of the stonework contained in and comprising that bridge. As you know, that Mill Street Bridge and this area is the center of the Lob's Pound Mill Archaeological Site. Members of the Reading Historical Commission, Reading Conservation Commission and Massachusetts Historical Commission, among others, earlier expressed their position and concerns over potential adverse impacts on this protected historic site as a result of the Reading-North Reading Water Wastewater Project through the ongoing DEIR process. It is a requirement of that DEIR process that these public agencies be consulted and involved in order to avoid and minimize adverse impacts on the site. I believe the May 17, 2016 Selectmen's Meeting, referenced in the email chain below, was the last interaction RHC representatives had related to this project with Reading/North Reading officials.

I don't know whether anything has occurred recently concering this project, but the presence of these heavy construction vehicles at the Lob's Pound Mill site and evidence of destruction to the Mill Street Bridge stonework abutment is of extreme concern to many of us.

Can you please provide any information about what is occurring at that site and why, and would you please provide an update regarding the status of the Reading-North Reading Water Wastewater Project? I can be available and would be happy to meet at Town Hall if that's preferable.

2C12

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: MassWorks Infrastructure Program
Executive Office of Housing & Economic Development
One Ashburton Place, Room 2101
Boston, MA 02108

From: Robert W. LeLacheur, Jr. CFA
Date: August 30, 2016
RE: MassWorks Grant for North Reading
CC: Michael Gilleberto, North Reading
Board of Selectmen, Reading

I am writing in support of the Town of North Reading's application for MassWorks grant funding to support the construction of a potable water pump station.

The Town of North Reading intends to join the Massachusetts Water Resources Authority for all of its potable water supply effective July 1, 2019. This pump station is critical to the Town's plan to join the MWRA, pumping MWRA water through Reading to our mutual border and then into the North Reading water distribution system.

The Town of North Reading currently has 2.21 million gallons of water per day, from the Ipswich River and the Town of Andover. North Reading's existing peak demand is 2.56 million gallons per day, projected to grow to 2.58 million gallons in the next 15 years. Joining the MWRA will provide the Town of North Reading a reliable source of water for the long-term, meeting and if necessary exceeding the Town's identified need of 2.58 gallons

As you know, water is critical to nearly any economic development activity. While the Town does not have a specific development plan identified at this time, the Town is submitting an application to coincide with the start of MWRA –related construction in the second half of 2017. A readily available water supply will be critical to re-development at the former JT Berry state facility on Lowell Road, for which the Town will solicit proposals in the fall of 2016, as well as to potential re-development in its Concord Street and Main Street corridors.

The Town of Reading through our Board of Selectmen and Town Manager have worked collaboratively with our neighbors to the north for two years on this project, and they have our full support.

Thank you for your consideration.

1C13

Schena, Paula

From: LeLacheur, Bob
Sent: Wednesday, August 24, 2016 12:37 PM
To: Schena, Paula
Subject: FW: Summer Work
Attachments: SUMMER WORK FY17.docx

For next BOS meeting

Robert W. LeLacheur, Jr. CFA
Town Manager, Town of Reading
16 Lowell Street, Reading, MA 01867
townmanager@ci.reading.ma.us
(P) 781-942-9043;
(F) 781-942-9037
www.readingma.gov

Town Hall Hours:
Monday, Wednesday and Thursday: 7:30 a.m - 5:30 p.m.;Tuesday: 7:30 a.m. - 7:00 p.m.; Friday: CLOSED

-----Original Message-----
From: Huggins, Joe
Sent: Wednesday, August 24, 2016 12:11 PM
To: Doherty, John; LeLacheur, Bob
Subject: FW: Summer Work

Here is the list. I may have missed somthing but this represents most of it.

Joe

Joseph Huggins

Director of Facilities

Town of Reading

62 Oakland Road

Reading Ma. 01867

781-942-5492

jhuggins@ci.reading.ma.us

From: Porter, Darlene [Darlene.Porter@reading.k12.ma.us]
Sent: Wednesday, August 24, 2016 12:09 PM

1C14

SUMMER WORK

All Buildings

- PM's on Boilers, HVAC, Unit Ventilators, Rood Top Equipment, EMS Calibration, Emergency Lights, Re-lamping, Lab Safety Equipment, Generator Testing.
- State Inspections: Elevators, Fire Alarms, Sprinklers, Kitchen Hoods
- Completed Summer lists and 2,095 work orders for FY16

Barrows:

- Soffit Vents
- Chimney Repointing
- Roof Repairs
- Lower Level Painting
- Cafeteria Painting
- Gym Floor Refinishing

Birch Meadow:

- Waterproofing Exterior wall outside cafeteria
- Chimney repointing
- Re-Configured Library
- LCCA Associated work
- Classroom and main office painting

Joshua Eaton:

- LED Light Conversion – hallway
- Painting of Cafeteria and Gym
- Painted 4 classrooms
- New Fire Alarm system – Capital Plan FY 17
- Re-finish gym floor

Wood End:

- Roof Work
- Epoxy Kitchen Floor – Capital Plan FY16
- Outdoor Classroom – Facilities and DPW ongoing
- Painted 4 classrooms
- 3 Exterior Doors
- New Carpeting – Principals Office, Conference Room
- New Ductless AC – Principals Office, Conference Room
- Floor Repairs
- LCCA associated work

Parker:

- Painted 5 classrooms
- New Carpet in Band Room, Music Room – Capital Plan FY17
- Floor Repairs
- Roof Repairs
- Re-Finish Gym Floor

Coolidge:

- Painted 5 classrooms
- Chimney Repointing
- Roof Work
- LCCA associated work
- Re-finished Gym Floor
- Awarded new Cleaning Contract

RMHS:

- Painting of common areas
- SPED Director's office
- Ceiling fans installed in 12 classrooms in C Building
- Sidewalk repairs around Main building and Field House

RMHS:

- Roof Work
- New Carpeting – FY17 Capital Plan
- Re-finished Stage
- Floor Repairs
- Basketball Nets Inspections/PM's
- Bleachers Inspection/PM – A & B banks
- Awarded new contract for School Cleaning
- Battery Backup – UPS – FY16 Capital

Town Hall:

- Panic Buttons installed
- Community Service Renovations
- Painting in basement

Senior Center:

- Panic Buttons installed
- HVAC – Kitchen area

Police:

- Painting of Common areas
- Carpeting on 2nd floor
- New Lockers installed in women's locker room
- Battery Backup – ups – Fy16 Capital

Main Street Fire:

- Painting of 2nd floor, stairwell and reception
- Carpet/tile of entire 2nd floor including living quarters
- Roof Repairs

West Side Fire:

- Plumbing repairs
- Overhead Door Work

DPW:

- Kitchen, Breakroom renovations
- Overhead door Work
- Exterior & Main Entrance Door work – ongoing – Capital Plan FY17

Town of Reading
16 Lowell Street
Reading MA 01867

Town Clerk
781-942-9050

2016 AUG -1 AM 11:35

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

Application for Appointment to Boards, Committees and Commissions

Name: Mosier (Last) Beth (First) G (Middle) Date: 8/1/2016

Address: 30 Taylor Dr. Unit 2004, Reading, MA 01867

Phone (Home): _ Phone (Work): _

Phone (Cell): _ Which number should be listed? Work

Occupation: Music Educator Number of years in Reading: 1

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
___ Board of Appeals
___ Board of Cemetery Trustees
___ Board of Registrars
___ Celebration Committee
___ Commissioner of Trust Funds
___ Conservation Commission
___ Contributory Retirement Board
X Cultural Council
___ Fall Street Faire Committee
___ Historic District Commission
___ Housing Authority
___ MBTA Advisory Committee
___ Mystic Valley Elder Services
___ RCTV Board of Directors
___ RMLD Citizens Advisory Board
___ Trails Committee

___ Audit Committee
___ Board of Assessors
___ Board of Health
___ Bylaw Committee
___ Climate Advisory Committee
___ Community Planning and Development
___ Constable
___ Council on Aging
___ Custodian of Soldiers' and Sailors' Graves
___ Finance Committee
___ Historical Commission
___ Human Relations Advisory Committee
___ Metropolitan Area Planning Council
___ Permanent Building Committee
___ Recreation Committee
___ Town Forest Committee
___ Zoning Board of Appeals

___ Other _

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

Please see attached

461

Beth Mosier
30 Taylor Drive, Unit 2004
Reading, MA 01867

T 781-779-1153
C 781-910-7511
mosier_music@yahoo.com

August 1, 2016
Application
Reading Cultural Council

To Whom it May Concern,

I have been an active member of the arts community in Reading for over 30 years. Currently I am the artistic director for the Reading Community Chorus and co-director of KidSing an after school show choir which focuses on singing, dancing and acting. I am well aware of and support a wide variety of Reading's artistic organizations. I am a charter member of Arts Reading. I have directed and acted for Colonial Chorus Players. I have worked back stage at Quannapowitt players. I served as music director for the Unitarian Universalist Church of Reading. I have planned and co-conducted a joint concert with the Reading Symphony Orchestra and Reading Community Singers. All of this experience gives me excellent insight into the diverse needs and workings of the community's arts organizations. In addition, I understand the business and financial aspects of running an arts organization and am experienced in grant writing. I hold a Bachelor's degree in Music Education and a Masters degree in Arts Education which focused on both performing and Fine Arts. I would love the opportunity to give back to Reading by volunteering for and supporting the Reading Cultural Council.

Sincerely yours,

Beth Mosier

Beth Mosier

462

Board of Selectmen Meeting
September 28, 2004

For ease of archiving, the order that items appear in these Minutes reflects the order in which the items appeared on the agenda for that meeting, and are not necessarily the order in which any item was taken up by the Board.

The meeting convened at 8:00 p.m. in the Selectmen's Meeting Room, 16 Lowell Street, Reading, Massachusetts. **Present were Chairman Richard Schubert, Vice Chairman Camille Anthony, Secretary Gail Wood, Selectman George Hines,** Town Counsel Ellen Doucette, Town Manager Peter Hechenbleikner, Paula Schena and the following list of interested parties: Attorney Brad Latham, Arnold Rubin, Paul Duffy, Kalpesh Patel, Arvind Patel, Naomi Kaufman, Attorney Mark Favalaro, Arthur Sordillo.

Personnel and Appointments

Memorial Park Committee – The applicant was unable to be present. This will be put on the October 5, 2004 agenda.

Discussion/Action Items

4 Hearing – Package Store Liquor License, Atlantic Food Mart, 30 Haven Street – The Secretary read the hearing notice.

The Town Manager noted that the only package store license that is available is an all alcoholic license. There is only one license that is available. He suggests opening the hearing, hear the information, close the hearing, then deliberate. He also noted that Selectman Joseph Duffy was not present tonight because his son Paul Duffy is the Manager of the Atlantic Food Mart who is applying for the license so he recused himself from the meeting. Town Counsel Ellen Doucette noted that the deliberations on the Atlantic can continue after closing the hearing.

The Town Manager noted that the Petroleum Group license application was referred back to the Town by the ABCC because the original license they applied for didn't exist, and the Selectmen need to specify why they are denying the license. The hearing tonight is on a newly filed application and not the remanded application.

Attorney Brad Latham, Atlantic Owner Arnold Rubin and Atlantic Manager Paul Duffy were present. Attorney Latham gave the Town Manager the affidavit with the return receipts for the file.

Attorney Latham noted that the Atlantic Food Mart was founded over 75 years ago. The Rubin family has an excellent reputation. Arnold Rubin is at the store at least 40 hours per week. He gave the gymnasium to the YMCA. The Manager Paul Duffy is a longtime resident of Reading.

Attorney Latham reviewed a list of other towns that sell liquor in their grocery stores. He noted that the purpose of the license is to serve the citizens. The storage will be in the basement in an area that is locked and alarmed. The Manager has experience with inventory control and

Gal

security. The biggest concerns will be theft and selling to underage. He feels the fact that the area is wide open at the counter is a good deterrent to minors. They will be installing an electronic surveillance. Attorney Latham read a letter from Gene Nigro who is in favor of Atlantic having a package store liquor license.

The Town Manager noted that Page 21 of tonight's handout had a memo from Health Administrator Jane Fiore. She notes that she asked Paul Duffy some questions and he answered all of them satisfactorily. There have been seven tobacco compliance checks in three years at the Atlantic and they did sell to a minor once. There is a letter from Detective Kevin Patterson who indicates that the Police Department has no objection to a package store liquor license being issued.

Selectman George Hines asked what aisle the liquor would be displayed in. Attorney Latham indicated that it would be the last aisle. Selectman Hines indicated that he had concerns about the location, and asked Town Counsel if the whole store would be shut down for a violation. Ms. Doucette noted that it would only be for the alcohol.

Arnold Rubin noted that it is his reputation on the line. The computerized program will require the birthday to be entered. He also noted that if a cashier is under 18, the customer will be asked to hold the liquor until last and the Manager will ring it up. Employees will be trained by professional trainers and the employees will have to sign paperwork. Selectman Hines had concerns about cashiers under age 18, and Mr. Rubin noted that someone of age will check the ID, ring the alcohol in the register, and put the product in the carriage.

Paul Duffy noted that they have a store shopper who comes in two times per week and does a compliance check. He also noted that there are always two Managers on duty – the Store Manager and the Front End Manager.

Selectman George Hines asked what is currently sold in that aisle, and Mr. Duffy indicated that this is the bargain aisle. Mr. Duffy also indicated that when employees are in the store and it is closed, there will be surveillance.

Chairman Richard Schubert asked how controlled the access and egresses are and if the cameras are not being watched all the time, how do they check their stock. Mr. Duffy indicated that they have three alarm systems. The stock is "pay at the door" -- they scan the product at the door and then scan it going out.

Chairman Richard Schubert asked about the storage area. Mr. Duffy noted that the conveyor belt goes right into the storage area and it will be locked and monitored by an alarm company.

Selectman Gail Wood had concerns about the location in the store. She thought that it would be separate like the cleaners. Attorney Latham noted that the Butcher Boy sells liquor and it is not segregated. If there is good management, it will work. Arnold Rubin indicated that he will not be selling kegs of beer.

5a2

Vice Chairman Camille Anthony asked if this will delay check out, and Attorney Latham noted that is where good management come into place.

The Town Manager asked if someone will always be watching the video surveillance, and Mr. Rubin noted that it will be record and view. The Town Manager asked if the license will be pledged, and Attorney Latham indicated that it will not. The Town Manager noted that the deliveries can be only during business hours.

Naomi Kaufman of 64 Woburn Street noted that she supports the grocery store but noted that there are other liquor stores in the area, and asked if there is a need for it. Mr. Rubin noted that he has not done a market research but he has a suggestion box, and there has been a request to sell wine.

Town Counsel Ellen Doucette noted that it is appropriate to look at where the other package stores are located in relation to the proposed license location in the interest of assessing the public convenience.

Selectman George Hines asked if there was a beer and wine package store license, would that be his preference. Mr. Rubin indicated that it would be his preference, if he had a choice. The majority of what he will sell is cold beer and wine. Selectman Hines asked if he was installing a chiller, and Mr. Rubin indicated that there is already one at the end of the aisle.

A motion by Hines seconded by Wood to continue the hearing to later this evening was approved by a vote of 4-0-0.

Hearing – Package Store Liquor License, Petroleum Group LLC, 4 West Street – The Secretary read the hearing notice. Attorney Mark Favalaro and Store Manager Arthur Sordillo were present.

The Town Manager noted that this is considered as a new hearing. This application is for a full package store license -- the last one was for beer and wine which we don't have.

Attorney Favalaro noted that this is a first class gas station/convenience store. He showed a map with the locations of all the package stores in Reading. He indicated that the Downtown area has three already, and the fourth is being proposed. He submitted a petition that 212 Reading residents signed. He is requesting an all alcoholic package store license but they will sell only beer and wine. The display will be directly in sight of the cashier. The cash registers will be designed for age calculation. He noted that there is a memo from Health Administrator Jane Fiore indicating that there was one incident of selling cigarettes to a minor.

Attorney Favalaro referred to Chapter 138, Section 23 that states the public need, desire of citizens and location should be considered when approving a liquor license application. He is requesting the Board of Selectmen to consider the geographic location. He is requesting an all alcoholic package store license but will sell only beer and wine.

5a3

Arthur Sordillo noted that training is very important. The incident of selling cigarettes to a minor was while a new person was being trained. He will have a new system that will require a date of birth.

The Town Manager noted that the memo from Jane Fiore indicates that the facility is fairly new and there was one sale to a person underage. There are also minor food inspection issues.

Chairman Richard Schubert noted that the memo also states that it is unusual for a sale to a minor to occur within the first 10 months of being in operation.

The Town Manager noted that there is also a memo from Detective Kevin Patterson indicating that the Police Department is not opposed to a package store liquor license being issued to them.

Selectman George Hines asked how many people who signed the petition were of legal age and did he check ID's. Mr. Sordillo noted that he asked if they were of age but did not check ID's.

Selectman Hines noted that he went in that store and it was very small and crowded.
Mr. Sordillo noted that the Hookset store is half the size. He will cut back on the Coke and Pepsi to make room. Selectman Hines asked how frequently two cashiers work, and Mr. Sordillo indicated that there would be two cashiers, with one behind the counter. Selectman Hines asked if he would hire someone under 18 years old, and Mr. Sordillo indicated that he would.

Vice Chairman Camille Anthony asked what the hours of operation were. Mr. Sordillo noted that the hours of operation were 5:00 a.m. to midnight and 6:00 a.m. to midnight on Sundays. The Town Manager noted that the Town Bylaws do not allow businesses to open before 6:00 a.m.

Vice Chairman Camille Anthony noted that the store is open longer hours than the liquor license would allow, and asked what provision would he put in place. Mr. Sordillo noted that the coolers are lockable and they can be covered. He will also consider closing earlier if he gets the license.

The Town Manager asked where else the liquor would be displayed aside from the four bays and the display near the entrance. Mr. Sordillo noted on a gondola. The Town Manager noted that it would be easy for someone to walk out with nips or test tubes of alcohol. Town Counsel noted that the Selectmen cannot prohibit the sale of these items but can restrict to behind the counter.

Selectman George Hines asked if there was a video system, and Mr. Sordillo noted that there was record and view.

The Town Manager asked about the storage, and Mr. Sordillo indicated that there is no room in the back so it would be in the cooler and on display. The Town Manager asked if the beer and wine cooler is separate from Dunkin' Donuts. Mr. Sordillo noted that Dunkin' Donuts has free access to it.

Chairman Richard Schubert asked if he had any control of the Dunkin' Donuts employees, and Mr. Sordillo indicated that he did not. Chairman Schubert asked if Dunkin' Donuts employees had access to the cooler, if they would have access to the beer and wine, and Mr. Sordillo indicated that they would.

Selectman George Hines asked if all of the Clerks would be trained, and Mr. Sordillo indicated that they would.

The Town Manager asked how he would restock. Mr. Sordillo indicated that he would have two deliveries per week. The Town Manager asked what he would do on Superbowl Sunday, and Mr. Sordillo indicated that he would make the display bigger. The Town Manager noted that he is restricted to the area that is on the plan submitted. He asked if the license will be pledged, and the response was no. The Town Manager noted that deliveries have to be made during business hours. Also, the Fire Department requires that there always be one employee with their attention only on the pump.

Attorney Latham noted that a package store on the Woburn line is not convenient. It is more convenient to buy liquor while you are shopping, and he noted that the type of operation and reputation should also be considered.

Attorney Favalaro noted that it is more convenient to buy beer and wine while purchasing gas. He also noted that a lot of people travel to and from work through Woburn. He noted that this is a small convenient store and this would be a way for the owner to increase income.

Vice Chairman Camille Anthony asked Mr. Sordillo how many people would be working at his store, and he stated that it depends on the day – sometimes it might be one person.

A motion by Hines seconded by Wood to close the hearing for the Package Store Liquor License at 30 Haven Street was approved by a vote of 4-0-0.

A motion by Hines seconded by Wood to close the hearing for the Package Store Liquor License at 4 West Street was approved by a vote of 4-0-0.

Selectman George Hines noted that he felt the application for the Atlantic Food Mart was the most appropriate of the two applications tonight.

Selectman Gail Wood asked if the applicants can sell just beer and wine. The Town Manager noted that they can but the Selectmen cannot condition it.

Vice Chairman Camille Anthony noted that she concurred with Selectman George Hines. She feels that control is an issue and doesn't think it would be achieved at West Street.

Chairman Richard Schubert noted that location is a consideration, and he feels that it is more convenient to purchase everything at one stop. He also feels that one trip will encourage downtown shopping.

505

Selectman Gail Wood noted that the addresses on the West Street petition are from that side of Town. It would minimize the trips for them but she has concerns about one person working. The Town Manager noted that the Fire Department requires that one person be there just to watch the gas.

Selectman George Hines proposed that the Selectmen pursue beer and wine licenses in the near future.

Chairman Richard Schubert asked if conditions can be put on the license regarding surveillance. Town Counsel noted that it is appropriate to control surveillance, location by size of bottle, scanning and inventory of product.

The Town Manager noted that he didn't feel that either plans presented are detailed enough, and he suggest that they improve on it and come back to the Selectmen as a condition.

A motion by Anthony seconded by Wood to approve the application for an All Alcoholic Package Store License for Atlantic Food Mart, Inc. at 30 Haven Street for a term expiring December 31, 2004, subject to the following conditions:

1. **All Bylaws, Rules and Regulations of the Town of Reading and of the Commonwealth of Massachusetts shall be followed.**
2. **Any alcohol in containers less than 1/5 quart including pints and so called "nips" be sold in a controlled, secure and enclosed location.**
3. **Within 45 days of approval of license, the applicant will submit new plans detailing all aspects of the location for sale and display including security and checkout locations.**
4. **Applicant will consider moving the display to a part of the store that is closer and more visible to the front of the store.**
5. **All proposed security features, including the cash register system that prohibits sale to a person under 21 years of age will be installed prior to operating under this license.**
6. **System of check out controls for cashiers under 18 years of age shall be in place prior to operation of this license.**

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

Attorney Favalaro moved to withdraw the application for 4 West Street without prejudice.

A motion by Hines seconded by Wood to accept Attorney Favalaro's motion to withdraw without prejudice was approved by a vote of 4-0-0.

A motion by Hines seconded by Wood to adjourn the meeting of September 28, 2004 at 11:00 p.m. was approved by a vote of 4-0-0.

Respectfully submitted,

Secretary

5a6

The Town Manager's Report

The Town Manager gave the following report:

- Nomination papers are now available for Town Officers. 50 signature for officers and 10 in precinct for Town Meeting Members. Nominations papers are due back in the Town Clerk's Office by 5:00 p.m. on February 15th.
- RCTV is experiencing technical difficulties with the local channels. The malfunctioning equipment is Comcast's, and RCTV is working with Comcast to get the problems resolved. All channels are working now thanks to Comcast's response.
- The bond issue and sale of BANS is going to be on December 20th at 11:00 a.m. We will receive $6,180,131 in State payments on Barrows and Wood End on January 5, 2005. We are, therefore, selling $6,480,000 in long term debt and will borrow $8,686,000 in BANS. The $6,480,000 includes $1,000,000 in debt on the Water Treatment Plant. The remainder is school debt. The BANS are a combination of school debt and water main projects. The Selectmen can meet anytime between December 21st and January 4th to approve the sale and sign the papers.
- The Water Resources Commission has approved the Interbasin Transfer at its meeting on December 9, 2004 by a vote of 7-2. This is the first step in the approval process of purchasing MWRA water. Kerry Mackin, Executive Director of the Ipswich River Watershed Association, continued to vehemently oppose approval by the WRC.
- Castine Field flooding – see update.
- Maplewood Village regulatory agreements are ready for signature by the Chairman. Town Counsel has extensively reviewed them.

The Town Manager noted that Arnold Rubin, the owner of Atlantic Mart, is present and is requesting the Board to approve a revised floor plan for this liquor license. Selectman Joseph Duffy recused himself because his son is the Manager of Atlantic.

Chairman Richard Schubert noted that he had received phone calls regarding what is on the floor is not what was presented. He asked if there is surveillance covering all of the areas. Arnold Rubin indicated that there is, and he also has a computerized system to control age and time of sale.

Chairman Richard Schubert noted that the original plan had seven auxiliary locations and the new plan has 17. Arnold Rubin noted that he took some away because people were tripping into them.

A motion by Wood seconded by Hines to approve Atlantic's license to operate a liquor store under the plan presented on December 14, 2004 until January 11, 2005 was approved by a vote of 3-1-0, with Schubert opposed.

Selectman Joseph Duffy rejoined the meeting.

Discussion/Action Items

Intersection at Walkers Brook Drive and General Way – The Town Manager noted that he met with the applicant and staff and there was a community input meeting on traffic.

5a7

Review Atlantic Market Liquor License Plan – Joseph Duffy abstained himself from the meeting.

Arnold Rubin and Paul Duffy discussed the issues with the Board of Selectmen. The original approval of the plan for sale of liquor at the Atlantic had it restricted to a single aisle. In December, the Atlantic came back before the Board with a request that additional display areas be permitted in different areas around the store. At its meeting of December 14, 2004, the Board of Selectmen approved the display on a trial basis as the Atlantic had requested. The Board was then going to do individual site visits and determine whether or not to make the approval permanent. The applicant is before the Board tonight to make these display areas permanent.

Mr. Rubin noted that there are 17,000 people a week as customers in the Atlantic. They received 12–15 complaints about the liquor and beer wine displays, and the response overwhelmingly has been positive. The Atlantic presented a plan that the Town Manager dated 1/11/05 which showed the areas that the Atlantic wants to make as permanent displays. This includes moving the cold beer location from the end of the aisle near the fruits and egg display to the end of the same aisle where milk is currently displayed.

Following questioning, Hines moved and Wood seconded a motion for the Board of Selectmen to approve the plan for locations for display and sale of liquor at the Atlantic Supermarket as presented on January 11, 2005 with the move of the cold beer storage location as indicated on the plan by June 1, 2005; that the applicant shall produce a final drawing of the plan as approved once the relocation of the cold beer location is finalized. The motion was approved by a vote of 3-0-0.

Selectman Joseph Duffy rejoined the Selectmen's meeting.

Public Input – Beer and Wine Package Store Licenses – The Town Manager noted that during the discussion on the award of the last All Alcoholic Package Store License, there was a sense from members of the Board of Selectmen that they would like to see beer and wine package store licenses permitted in Reading. In order for this to be considered, it would require a vote of Town Meeting, approval of a Home Rule Act by the legislature, and approval on an election ballot. If this is going to be done in the near future, the Board should make a decision now as to whether or not it wants this matter to appear on the Warrant for the 2005 Annual Town Meeting. The Town Manager noted that he sent a memo dated January 4, 2005 to the holders of all Beer and Wine Package Store Licenses, and also to all businesses who hold a Common Victualler's License or are a convenient store in Reading.

Bob Brown asked whether the Board of Health should be invited to participate in these discussions. He noted that there is a procedure at liquor stores and the Board of Selectmen checks this. If the Town of Reading increases the licenses, it would be more work for the Board of Health. Mr. Brown suggested that perhaps rather than increasing the number of total liquor licenses to 10 (five All Alcoholic Licenses and five Beer and Wine Licenses), perhaps the Town could increase by some lesser number and may even decrease the number of all alcoholic licenses.

508

READING POLICE DEPARTMENT

15 Union Street • Reading, Massachusetts 01867

Emergency Only: 911 • All Other Calls: (781) 944-1212 • Fax: (781) 944-2893

Web: www.ci.reading.ma.us/police/

EXECUTIVE SUMMARY
Transfer of Retail Alcoholic Beverages License and Change of Location
d/b/a "Reading Fine Wine & Spirits

August 2, 2016

Chief Mark D. Segalla
Reading Police Department
15 Union Street
Reading, MA 01867

Chief Segalla,

As directed by your Office and in accordance with Reading Police Department Policy and Procedures, I have placed together an executive summary of the application for a Transfer of Retail Alcoholic Beverage License and Change of Location for the Liquor License #101600019.

The current location of this license is 676 Main Street, and the current licensee is Lynne F. Riley. The proposed transferee location is 25 Walkers Brook Drive, and the proposed transferee is Anastasios Giannopoulos. The proposed location is inside of the Stop & Shop Grocery Store.

President/Treasurer/Secretary/Director/Manager of Record:

- Anastasios Giannopoulos

Ownership Interests:

- Anastasios Giannopoulos - 100% stock ownership

I find no reason why the license application should not go forward.

Respectfully Submitted,

Lt. Det. Richard Abate
Criminal Division Commander

5a9

LAW OFFICES OF
DINICOLA, SELIGSON & UPTON, LLP

Six Beacon Street, Suite 700
Boston, MA 02108
Tel (617) 279-2592
Fax (617) 426-0587
Email info@dsu-law.com

July 18, 2016

Michael E. Brangwynne
857-250-0446
Mike.Brangwynne@dsu-law.com

Via Federal Express

Reading Board of Selectmen
Attn: Paula Schena
16 Lowell Street
Reading, MA 01867

Re: Application for Transfer of License, Pledge of License, Change of Location and Appointment of Manager; Anastasi Brookline, Inc. d/b/a Reading Fine Wine and Spirits

Dear Mr. Badot:

Attached please find Anastasi Brookline, Inc.'s Application for Transfer of License, Pledge of License, Change of Location and Appointment of Manager with supporting documentation. Kindly schedule this matter for a hearing at the Board's earliest convenience.

Please feel free to contact me if you have any questions or concerns. Thank you for your attention to this matter.

Very truly yours,

DINICOLA, SELIGSON & UPTON, LLP

M. Brangwynne

Michael E. Brangwynne

Enc.(1)

5 of 10

Anastasi Brookline, Inc.
d/b/a Reading Fine Wine & Spirits
25 Walkers Brook Drive, Reading, MA 01867
Filed July 18, 2016

APPLICATION FOR TRANSFER OF LICENSE, CHANGE OF LOCATION, PLEDGE OF LICENSE AND APPOINTMENT OF MANAGER

1. $200 check made payable to the ABCC
2. Monetary Transmittal Form
3. Petition for Transfer of License
4. Petition for Change of License
5. Application for Transfer of License, Change of Location and Appointment of Manager
6. Applicant's Statement
7. Manager Application
8. Personal Information Form, CORI Request Form and Proof of Citizenship for President, Treasurer, Secretary, Director and Manager of Record Anastasios Giannopoulos.
9. Corporate Vote
10. Floor Plan
11. Supporting Financial Records - Commitment Letter from Radius Bank
12. Certificate of Good Standing Attachment - Official Creditor List from Seller's Chapter 7 Bankruptcy Proceeding
13. Purchase and Sale Agreement
14. Corporate formation documents for Anastasi Brookline, Inc.
15. Legal Right to Occupy Premises - Premise License Agreement
16. Security Agreement from Radius Bank for License Pledge
17. Note from Radius Bank

Michael Brangwynne
DiNicola, Seligson & Upton, LLP
Six Beacon Street, Suite 700
Boston, MA 02108
P. 857-250-0446
F. 617-426-0587

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Print Form

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

2016 JUL 19 AM 10: 06

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

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

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: $200.00

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

CHECK NUMBER 9002

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 101600019

LICENSEE NAME Anastasi Brookline, Inc.

ADDRESS 25 Walkers Brook Drive

CITY/TOWN Reading **STATE** MA **ZIP CODE** 01867

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

5012

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

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

101600019
ABCC License Number

Reading
City/Town

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

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

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

Name	Title	Address	Stock or % Owned
Lynne F. Riley	Chapter 7 Trustee	303 Congress St #201, Boston, MA 02210	100%

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

☒ Yes ☐ No

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

Name	Title	Address	Stock or % Owned
*Anastasios Giannopoulos	Pres./Treas./Sec./Dir.	68 Lake Shore Drive, Westwood, MA 02090	100%

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

SIGNATURE OF LAST-APPROVED LICENSEE: Lynne F. Riley, Trustee
(If a Corporation/LLC, by its authorized representative)

Date Signed 07/12/2016

SIGNATURE OF PROPOSED TRANSFEREE:

5a 13

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

PETITION FOR CHANGE OF LICENSE

101600019
ABCC License Number

Reading
City/Town

The licensee Anastasi Brookline Inc. respectfully petitions the Licensing Authorities to approve the following transactions:

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

☐ Change of Manager

Last-Approved Manager:

Requested New Manager:

☒ Pledge of License /Stock

Loan Principal Amount: $ 120,000 Interest Rate: 6%

Payment Term: 10 years Lender: RAOIVS BANK

☐ Change of Corporate Name/DBA

Last-Approved Corporate Name/DBA:

Requested New Corporate Name/DBA:

☐ Change of License Type

Last-Approved License Type:

Requested New License Type:

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

Description of Alteration:

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

Last-Approved Location: 676 Main Street, Reading, MA

Requested New Location: 25 Walkers Brook Drive, Reading, MA

Signature of Licensee

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

Date Signed 07/12/2016

5014

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town: Reading

1. LICENSEE INFORMATION:

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

B. Business Name (if different) : Reading Fine Wine & Spirits

C. Manager of Record: Anastasios Giannopoulos

D. ABCC License Number (for existing licenses only) : 101600019

E.Address of Licensed Premises: 25 Walkers Brook Drive City/Town: Reading State: MA Zip: 01867

F. Business Phone: TBD

G. Cell Phone: (617) 799 - 6023

H. Email: taso.akg@me.com

I. Website: TBD

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

2. TRANSACTION:

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

The following transactions must be processed as new licenses:

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

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

3. TYPE OF LICENSE:

- ☐ §12 Restaurant
- ☐ §12 Hotel
- ☐ §12 Club
- ☐ §12 Veterans Club
- ☐ §12 Continuing Care Retirement Community
- ☐ §12 General On-Premises
- ☐ §12 Tavern (No Sundays)
- ☒ §15 Package Store

4. LICENSE CATEGORY:

- ☒ All Alcoholic Beverages
- ☐ Wines & Malt Beverages
- ☐ Wines
- ☐ Malt
- ☐ Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- ☒ Annual
- ☐ Seasonal

5a 15

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

NAME: Andrew Upton c/o DiNicola, Seligson & Upton, LLP

ADDRESS: Six Beacon Street, Suite 700

CITY/TOWN: Boston STATE: MA ZIP CODE: 02108

CONTACT PHONE NUMBER: (617) 279 2595 FAX NUMBER: (617) 426 - 0587

EMAIL: Andrew.Upton@dsu-law.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."

Approximately 914 square feet of ground floor retail space and 225 square feet of storage space within the existing single story grocery store building with one entrance and two exits.

Total Square Footage: 914 Number of Entrances: 1 Number of Exits: 2

Occupancy Number: 25 Seating Capacity: N/A

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? Please select

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

Other: Premise License Agreement

Landlord is a(n): LLC Other:

Name: The Stop & Shop Supermarket Company LLC Phone:

Address: 1385 Hancock Street City/Town: Quincy State: MA Zip: 02169

Initial Lease Term: Beginning Date 5/31/2016 Ending Date 9/30/2027

Renewal Term: 11 years Options/Extensions at: 2 at 5 and 6 Years Each

Rent: $60,000.00 Per Year Rent: $5,000.00 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.

5a16

9. LICENSE STRUCTURE:

The Applicant is a(n): Corporation

Other :

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

Date of Incorporation/Organization: 10/27/2009

State of Incorporation/Organization: MA

Is the Corporation publicly traded? Yes ☐ No ☒

10. INTERESTS IN THIS LICENSE:

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

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
Anastasios Giannopoulos	Pres./Sec./Treas./Dir.	100%	Manager of Record

*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
Anastasios Giannopoulos	§15 Package Store	Anastasi Brookline Inc., 27 Harvard Street, Brookline, MA 02445
Anastasios Giannopoulos	§15 Package Store	Eastern Beverage Group, 2111 Needham Street, Newton, MA 02458
	Please Select	
	Please Select	
	Please Select	
	Please Select	

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

5017

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
Anastasios Giannopoulos	Gordon and Sons, 1065 Commonwealth Avenue, Boston, MA	11/4/2014	Transferred
Anastasios Giannopoulos	McGrath Beer & Wine, 14 McGrath Highway, Somerville, MA	11/4/2014	Transferred
Anastasios Giannopoulos	AKG Distributors, 173 Belgrade Avenue, Boston, MA	1/1/2010	Transferred

13. DISCLOSURE OF LICENSE DISIPLINARY ACTION:

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

Date	License	Reason of Suspension, Revocation or Cancellation

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

A.) For Individual(s):

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

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

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

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:	$0.00
B. Purchase Price for Business Assets:	$100,000.00
C. Costs of Renovations/Construction:	$40,000.00
D. Initial Start-Up Costs:	$5,000.00
E. Purchase Price for Inventory:	$5,000.00
F. Other: (Specify)	$0.00
G: TOTAL COST	$150,000.00
H. TOTAL CASH	$30,000.00
I. TOTAL AMOUNT FINANCED	$120,000.00

* Purchase price for Liquor License.

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):

Loan from Radius Bank of $120,000. Corporate funds of $30,000.

*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:

A.

Name	Dollar Amount	Type of Financing
N/A		

*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:

5a19

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: Radius Bank

2. Amount of Loan: $120,000 **3.** Interest Rate: 6% **4.** Length of Note: 10

5. Terms of Loan : 10 Year Note.

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

Installation of shelves, glass walls and doors and free standing coolers in existing store space.

21. ANTICIPATED OPENING DATE: **Fall, 2016**

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

5a20

APPLICANT'S STATEMENT

I, Anastasios Giannopoulos the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member
Authorized Signatory

of Anastasi Brookline Inc. , hereby submit this application for Transfer of s. 15 License and Change of Location
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: 07/12/2016

Title: President

5a21

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: Anastasi Brookline, Inc. Business Name (dba): Reading Fine Wine & Spirits

Address: 25 Walkers Brook Drive

City/Town: Reading State: MA Zip Code: 01867

ABCC License Number: 101600019 (If existing licensee) Phone Number of Premise: TBD

2. MANAGER INFORMATION:

A. Name: Anastasios Giannopoulos B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises: 40+

3. CITIZENSHIP INFORMATION:

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

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

4. BACKGROUND INFORMATION:

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

If yes, please describe: Owner, Brookline Fine Wine, 27 Harvard Street, Brookline, MA 02445

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: Manager of Record, Brookline Fine Wine, 27 Harvard Street, Brookline, MA 02445

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

See attached.

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 07/12/2016

5022

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: Anastasi Brookline Inc.

B. Business Name (dba): Reading Fine Wine & Spirits

C. Address: 25 Walkers Brook Drive

D. ABCC License Number (If existing licensee): TBD

E. City/Town: Reading

State: MA

Zip Code: 01867

F. Phone Number of Premise: TBD

G. EIN of License:

2. PERSONAL INFORMATION:

A. Individual Name: Anastasios Giannopoulos

B. Home Phone Number:

C. Address: 68 Lake Shore Drive

D. City/Town: Westwood

State: MA

Zip Code: 02090

E. Social Security Number:

F. Date of Birth:

G. Place of Employment: Anastasi Brookline Inc.

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.

President, Treasurer, Secretary, Director, Manager of Record and 100% owner of the Licensee.

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

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

Signature: [signature] Date: 07/12/2016

Title: Director (If Corporation/LLC Representative)

5a23

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

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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: (IF EXISTING LICENSEE)	101600019	**LICENSEE NAME:**	Anastasios Giannopoulos	**CITY/TOWN:**	Reading

APPLICANT INFORMATION

LAST NAME:	Giannopoulos	FIRST NAME:	Anastasios	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):	n/a	PLACE OF BIRTH:	Greece		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	n/a
MOTHER'S MAIDEN NAME:	Moulatsiotis	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	5 10	WEIGHT: 250	EYE COLOR: Brown
CURRENT ADDRESS:	68 Lake Shore Drive				
CITY/TOWN:	Westwood	STATE:	MA	ZIP:	02090
FORMER ADDRESS:	97 Maplewood Street				
CITY/TOWN:	West Roxbury	STATE:	MA	ZIP:	02132

PRINT AND SIGN

PRINTED NAME:	Anastasios Giannopoulos	APPLICANT/EMPLOYEE SIGNATURE:	

NOTARY INFORMATION

On this 7/12/2016 before me, the undersigned notary public, personally appeared Anastasios Giannopoulos (name of document signer), proved to me through satisfactory evidence of identification, which were Personally known 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.

M. Brangwynne
NOTARY

MICHAEL E. BRANGWYNNE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 17, 2020

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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

5a24

CORPORATE VOTE

APPLICATION FOR TRANSFER OF LIQUOR LICENSE, PLEDGE OF LICENSE, CHANGE OF LOCATION AND APPOINTMENT OF MANAGER

This is to certify that at a meeting of the Directors of

Anastasi Brookline Inc.

It was voted to apply to the Licensing Authority for the Town of Reading and the Commonwealth of Massachusetts for a TRANSFER OF SECTION 15 PACKAGE STORE LICENSE, PLEDGE OF LICENSE, CHANGE OF LOCATION AND APPOINTMENT OF MANAGER at 25 Walkers Brook Drive, Reading, MA; and to appoint Anastasios Giannopoulos, a citizen of the United States, as manager for said corporation, with full authority and control of the licensed premise and of the conduct of all business therein relative to alcoholic beverages as the licensee itself should in any way have and exercise if it were a natural person resident in the Commonwealth; and to authorize Attorney Andrew Upton to execute any documents necessary for the submission of said application.

[signature page follows]

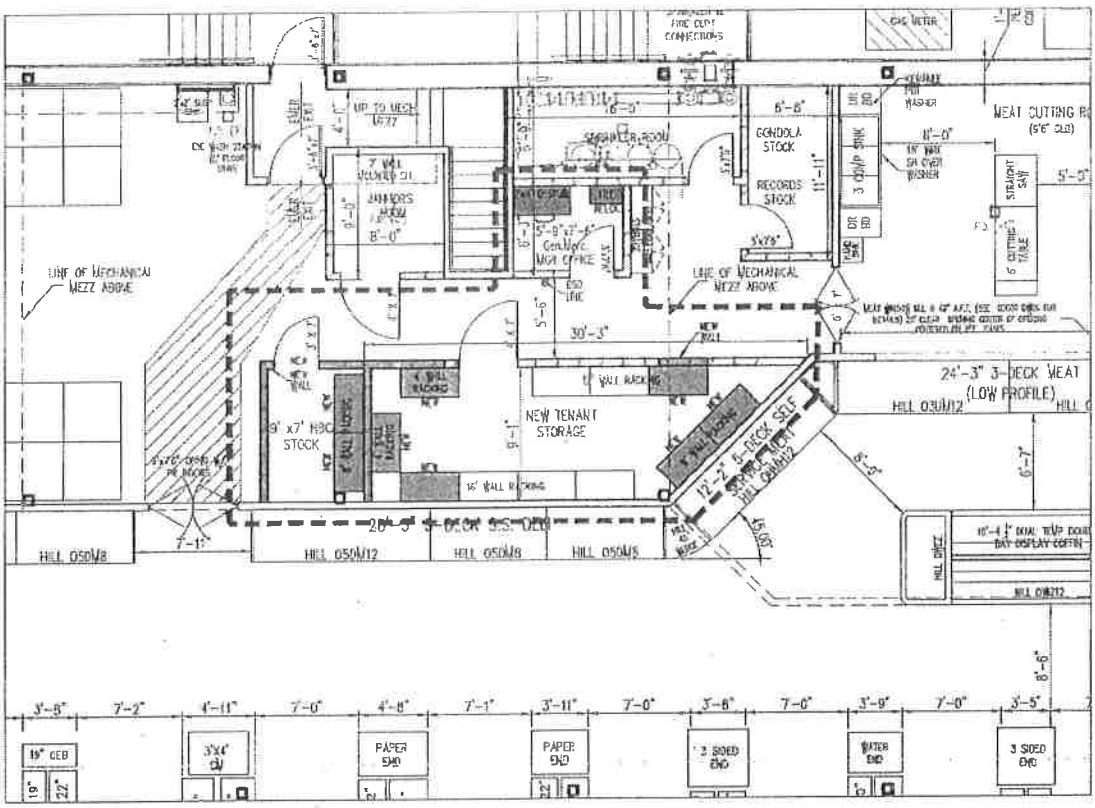
5a25

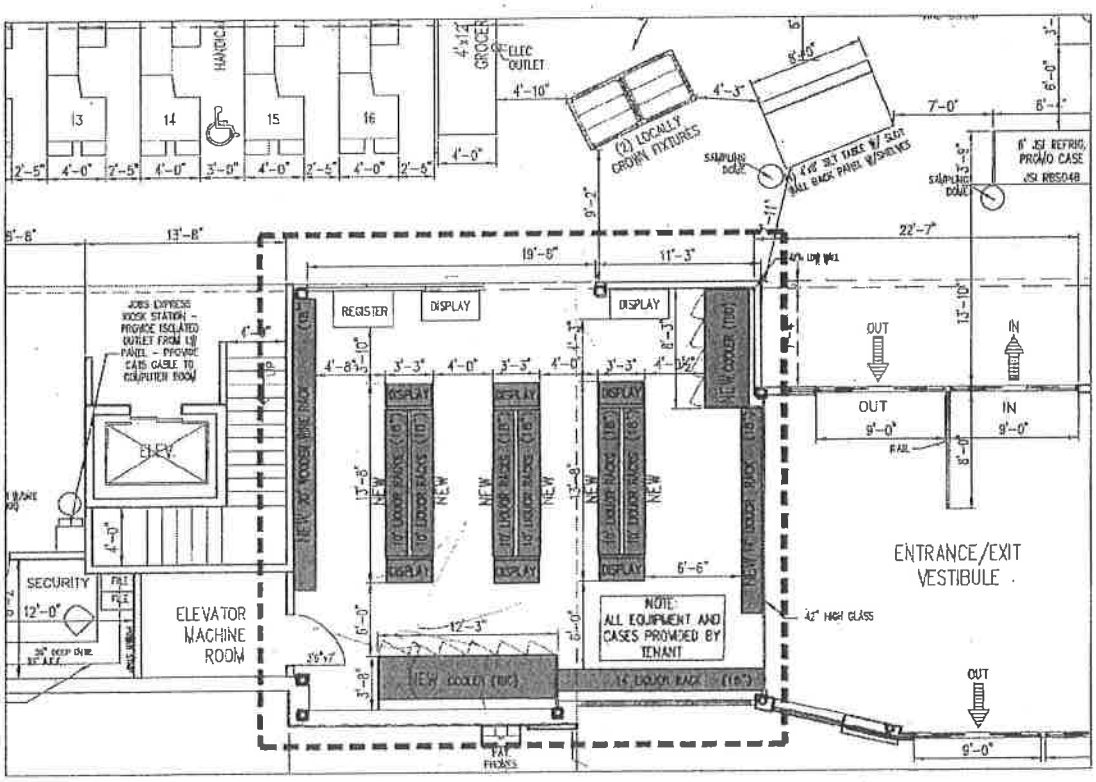
The foregoing statement is made under penalty of perjury on 12, 2016

BY: _____

TITLE: President

5a26





1 03.03.16	PER SCOTT FORBES MEETING COMMENTS RECEIVED ON 03.02.2016 ADJUSTED ALL SHELVING TO 10" DEEP.	SPECIAL PROJECT – LIQUOR STORE REV – 01 – DATED 03.02.2016	THE STOP & SHOP SUPERMARKET COMPANY LLC 25 WILBERS BROOK DRIVE READING MA	THE STOP & SHOP SUPERMARKET COMPANY LLC	
				RF	1/8"=1'-0" 07.13.07	F-1	488

5a27

CERTIFICATE OF GOOD STANDING
MASSACHUSETTS DEPARMENT OF REVENUE

The seller has filed for Chapter 7 Bankruptcy in the United States Bankruptcy Court for the District of Massachusetts, Case Number 15-14740. The Massachusetts Department of Revenue is a listed creditor in the bankruptcy proceeding. Please see the attached official creditors list for the bankruptcy proceeding.

5028

15-14740 Brooks Brew and Fine Wines, LLC
Case type: bk **Chapter:** 7 **Asset:** Yes **Vol:** v **Judge:** Joan N. Feeney
Date filed: 12/03/2015 **Date of last filing:** 07/11/2016

Creditors

Alarmex 243 Boston Street Topsfield, MA 01983	(19644578) (cr)
Andes Imports, Inc. PO Box 92 North Billerica, MA 01862	(19644579) (cr)
Atlantic Importing Company 101 Bishop Street Framingham, MA 01702	(19644580) (cr)
August A. Busch 440 Riverside Avenue Medford, MA 02155	(19644581) (cr)
Bart Murphy 6 Webster Road Wakefield, MA 01880	(19662166) (cr)
Baystate Wine & Spirits PO Box 204 Avon, MA 02322	(19644582) (cr)
Berkshire Brewing Co. P.O. Box 251 South Deerfield, MA 01373	(19644583) (cr)
Boston Reading LLC 715 Boylston STreet Boston, MA 02116	(19644584) (cr)
Boston Reading, LLC Attn: Elliot Gould 715 Boylston Street Boston, MA 02116	(19644585) (cr)
Brooks Brew and Fine Wines LLC 86 Bennett Street LYNN, MA 01905	(19661079) (cr)
Carpe Vinum 14 Meehan Street Jamaica Plain, MA 02130	(19644586) (cr)
Carpe Vinum, LLC 14 Meehan Street Jamaica Plain, MA 02130	(19698631) (cr)

5a29

Charles River Wine Company
PO Box 491
Sturbridge, MA 01566
(19662169)
(cr)

Comcast
PO Box 1577
Newark, NJ 07101
(19644587)
(cr)

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway St.
Boston, MA 02114
(19723191)
(cr)

Commonwealth of Massachusetts
Department of Unemployment Assistance
Legal Department, 1st Floor
Attn: Chief Counsel
19 Staniford Street
Boston, MA 02114
(19723190)
(cr)

Daily Times Chronicle
531 Main Street
Reading, MA 01867
(19644588)
(cr)

Diane Giamberardino
35 Townpath Drive
Wilmington, MA 01887
(19662168)
(cr)

Gilbert Distributors
PO Box 1074
Boylston, MA 01505
(19644589)
(cr)

Horizon Beverage Company
45 Commerce Way
Norton, MA 02766
(19644590)
(cr)

Humboldt Imports
2 Merchant Street, #3
Sharon, MA 02067
(19644591)
(cr)

Interisle Consulting Group, LLC
4 Tiffany Trail
Hopkinton, MA 01748-1630
(19674943)
(cr)

Keane Fire & Safety
1500 Main Street
Waltham, MA 02451
(19644592)
(cr)

Linda Corbett
80 Undine Road
Brighton, MA 02135
(19644593)
(cr)

Mark Rowe
64 Pearl Street
Reading, MA 01867
(19662165)
(cr)

Martignetti Companies
(19644594)

5a30

PO Box 859219
Braintree, MA 02185 (cr)

Masciarelli Wine Co.
~~144 Moore Road~~
~~East Weymouth, MA 02189~~ (19644595) (cr)

Massachusetts Department of Revenue
Bankruptcy Unit
P.O. Box 9564
Boston, MA 02114 (19723189) (cr)

Maureen Lawson
203 Wildwood Street
Wilmington, MA 01887 (19662167) (cr)

Maureen Lawson
203 Wildwood St.
Wilmington, MA 01887 (19677479) (cr)

Merchant Cash & Capital
460 Park Avenue South
10th Floor
New York, NY 10016 (19644596) (cr)

Merrimack Valley Distributing Co.
PO Box 417
Danvers, MA 01923 (19644597) (cr)

Middlesex East Supplement
531 Main Street
Reading, MA 01867 (19644598) (cr)

National Grid
PO Box 11735
Newark, NJ 07101 (19644599) (cr)

Northside Carting, Inc.
210 Holt Road
North Andover, MA 01845 (19644600) (cr)

OMG Bagels
Short Stop Distributions
35 Main Street, Ste. #1
Wayland, MA 01778 (19644601) (cr)

Pamela Barron
110 Parker Street
Wilmington, MA 01887 (19644602) (cr)

PSP Management Company LLC
73 Bridge Street
Manchester, MA 01944 (19644603) (cr)

Reading Municipal Light Department
PO Box 30
Reading, MA 01867 (19644604) (cr)

5a31

Robert Carp
26 Hollywood Avenue
Chestnut Hill, MA 02467
(19644605)
(cr)

Seaboard Products Co.
PO Box 330
Danvers, MA 01923
(19644606)
(cr)

Seacrest Foods
86 Bennett Street
Lynn, MA 01905
(19644607)
(cr)

Trident Craft Beverage Merchants
15 Piccadilly Street
Westborough, MA 05181
(19644608)
(cr)

Wine-Cask Imports
100 Powder Hill Road
Acton, MA 01720
(19644609)
(cr)

Winebow
PO Box 417221
Boston, MA 02241
(19644610)
(cr)

World Wide Wine
of New England
9 Mear Road
Holbrook, MA 02343
(19644611)
(cr)

PACER Service Center			
Transaction Receipt			
07/18/2016 11:45:28			
PACER Login:	mb9574:4140536:0	**Client Code:**	Taso
Description:	Creditor List	**Search Criteria:**	15-14740 Creditor Type: cr
Billable Pages:	2	**Cost:**	0.20

5@32

Execution Copy

AGREEMENT FOR PURCHASE OF LIQUOR LICENSE

AGREEMENT made as of this 16th day of May, 2016 by and between Anastasios Giannopoulos or his assignee or nominee, c/o Ligris + Associates PC, 1188 Centre Street, Newton, Massachusetts 02459 (hereinafter referred to as "Buyer") and Lynne F. Riley, Chapter 7 Trustee ("Trustee") of Brooks Brew and Fine Wines, LLC, a limited liability company duly organized and existing under the laws of the Commonwealth of Massachusetts ("Debtor") with a principal place of business at 676 Main Street, Reading, Massachusetts (hereinafter referred to as "Seller").

WHEREAS, the Debtor is debtor in Chapter 7 bankruptcy case no. 15-14740 pending in the U.S. Bankruptcy Court for the District of Massachusetts ("Bankruptcy Court"); and

WHEREAS, the Seller is the holder of an "All Alcohol Retail Package Store Beverages License" (ABCC #101600019) issued by the Town of Reading Licensing Commission for the premises located at 676 Main Street, Reading, MA 01867 (such license being hereinafter referred to as the "License"); and

WHEREAS, the Seller desires to transfer the License to Buyer and the Buyer desires to purchase the License, all upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Transfer of License.** Subject to the obtaining of all necessary approvals as hereinafter set forth, the Seller agrees to transfer the License to the Buyer at a location to be designated by the Buyer selected in accordance with the terms of this Agreement. The

(w)

5a33

Seller agrees that the Buyer's performance hereunder is expressly contingent on the transfer of the License free and clear of any and all liens, encumbrances, attachments, and the like. The Seller shall transfer the License by Bill of Sale in form and substance as reasonably acceptable to Buyer's counsel pursuant to a Bankruptcy Court order authorizing said transfer, free and clear of any and all liens, claims, encumbrances or attachments attributable to the Seller or to the License prior to the transfer, including without limitation, liens, claims, encumbrances, or attachments of governmental authorities or vendors, including without limitation, for amounts owed liquor vendors..

2. **Purchase Price.** The Buyer agrees to pay the Seller the sum of One Hundred Thousand and 00/100 Dollars ($100,000.00) in consideration of the transfer of the License. Five Thousand and 00/100 Dollars ($5,000.00) has already been paid as an initial deposit with the Offer to Purchase dated January 29, 2016 and Five Thousand and 00/100 ($5,000.00) shall be paid by check upon execution of this Agreement as an additional deposit (jointly both deposits shall be referred to as the "Deposit"). The Deposit shall be held in a non-interest bearing account by Atlantic License Brokers subject to the terms of this Agreement and duly accounted at the time of transfer of the license. In the event of any disagreement between the parties, the escrow agent shall hold all deposits made under this Agreement pending written instructions mutually given by the Seller and the Buyer or the Bankruptcy Court. The balance of the purchase price shall be payable by certified, attorney's IOLTA or bank cashier's check or via domestic wire transfer at the time of transfer of the license.

3. **Required Approvals.** This Agreement is subject to Bankruptcy Court approval and sale procedures, including auction procedures for the solicitation and

5a34

acceptance of higher and better offers. If the Buyer is not selected as having submitted the highest and best offer under the Auction procedures, the Buyer may elect to terminate this Agreement, and the Deposit will be refunded to Buyer. Upon Bankruptcy Court approval and the entry of a final order approving the sale of the License to the Buyer, the obligations of the Buyer hereunder shall be subject to it obtaining any and all necessary approvals for the transfer of the License from Seller to Buyer by the Town of Reading Licensing Commission and the Commonwealth of Massachusetts Alcoholic Beverages Control Commission as set forth herein. Within seven business days after the entry of a final order approving the sale, the Buyer and Seller shall apply for said necessary approvals and thereafter diligently prosecute the applications therefor, using their best efforts to obtain assignment and transfer of same as contemplated by this Agreement. The Seller and Buyer shall cooperate fully with each other in connection with the efforts to obtain said necessary approvals and to execute all documents necessary to best effectuate the transfer. If, for reasons other than the Buyer's failure to use best efforts to obtain assignment and transfer of the License, (a) the approval of the assignment and transfer of the License fails to occur on or before one hundred twenty (120) calendar days from the date of filing a complete application with the local licensing authority at the Town of Reading ("Closing Deadline"), or (b) the transfer/assignment is denied by the Town of Reading Licensing Commission and the Commonwealth of Massachusetts Alcoholic Beverages Control Commission; or if the approval materially adversely impacts the operating hours to be limited to fewer hours than 8:00AM to 11:00 PM Mondays through Saturdays and 10:00 AM to 11:00 PM on Sundays, the Buyer shall have the election to either (i) terminate this Agreement whereupon the Deposit shall be forthwith refunded to

5a35

the Buyer, and this Agreement shall be void without any recourse by either party; or (ii) extend the Closing Deadline by up to ninety (90) calendar days by written notice to the Seller. Notwithstanding anything herein, all of the Buyer's obligations herein are further subject to the Buyer securing a written lease under terms and conditions which are acceptable to the Buyer for a location for the placement of the License acceptable to Buyer, at Buyer's sole discretion within forty-five (45) days of the Bankruptcy Court's entry of a final order approving the sale contemplated herein.

4. **Closing.** The Closing (as defined herein) shall take place at 10:00 a.m. at the offices of Ligris + Associates PC, 143 Newbury Street, Boston, Massachusetts on the fifth (5th) business day after receipt of written notice from the Town of Reading of full, final, and unconditioned approval by the Alcoholic Beverages Control Commission or at such time and location as agreed upon by the parties ("Closing"). At the Closing the Seller shall execute and deliver all documents necessary to effect the transfer of the License and, subject to the provisions of Paragraph 5 the Buyer shall pay the balance of the purchase price.

5. **Sale Free and Clear of Liens.** The sale shall be free and clear of all liens, claims and encumbrances under Section 363 (f) of the Bankruptcy Code, , including without limitation, liens, claims, encumbrances, or attachments of governmental authorities or vendors, including without limitation for amounts owed liquor vendors.

6. **Seller Warranties.** Seller warrants that the License has been renewed by the Town of Reading Licensing Commission. Until the date of Closing, Seller will promptly file all necessary renewal applications.

7. **Non Recourse.** If the Seller or Buyer executes this Agreement in a fiduciary or representative capacity, only the principal or the estate represented shall be bound and neither the Seller or Buyer executing, nor shall any officer, director or shareholder, be personally liable for any obligation, expressed or implied, hereunder.

8. **Modification and Other Matters.** This Agreement contains the entire agreement between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein. By executing this Agreement, the Buyer and Seller hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to cancel, grant extensions, modify or amend this Agreement in writing, and the Buyer and Seller shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. Further, for purposes of this Agreement, email transmissions and/or facsimile signatures on such written instruments shall be binding, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. If any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or

5a37

agreement is invalid, void or otherwise unenforceable shall in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement. All terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable by, the parties hereto and their respective legal representatives, successors and assigns.

9. **Seller Deliverables.** At the time of Closing the Seller shall deliver the following items as a condition to the Buyer's performance:

a. Sale Order of the United States Bankruptcy Court authorizing the Trustee to convey the license free and clear of all liens, interests and encumbrances;

b. to the extent required by the ABCC, releases from the Massachusetts Department of Revenue and Massachusetts Department of Unemployment Assistance; and.

c. two original counterparts of a Bill of Sale (in form and substance as approved by Buyer's counsel);

10. **Brokers.** Neither Buyer nor Seller has engaged or dealt with any broker or finder in connection with the sale contemplated by this Agreement other than Atlantic License Brokers which the Seller shall pay.

11. **Cooperation.** Seller and Buyer agree to execute any and all closing instruments, such as a settlement statement and compliance/errors/omissions agreement at the time of Closing.

(h)

5a38

12. **Notices**. All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered (i) upon the delivery (or refusal to accept delivery) by messenger or overnight express delivery service (or, if such date is not on a business day, on the business day next following such date), or (ii) on the third (3rd) business day next following the date of its mailing by certified mail, postage prepaid, at a post office maintained by the United States Postal Service, or (iii) upon the receipt by facsimile transmission as evidenced by a receipt transmission report, addressed as follows:

If to Buyer, to:

Konstantinos Ligris, Esq.
Ligris & Associates, PC
1188 Centre Street
2nd Floor
Newton, Massachusetts 02459
Telephone No. (617) 274-1500
Facsimile: (617) 274-1515
kligris@ligris.com

with a copy to:

Karen D. Simao, Esq.
McDermott, Quilty & Miller LLP
28 State Street, Suite 802
Boston, MA 02109
Telephone No. (617) 946-4600
Facsimile: (617) 946-4624
ksimao@mqmllp.com

If to Seller, to :

Lynne F. Riley, Esq.
Casner & Edwards, LLP
393 Congress Street
Boston, MA 02210
Telephone No. (617) 426-5900
Fax: 617-449-9516
riley@casneredwards.com

5a39

12. Buyer's Default. If the Buyer shall fail to fulfill the Buyer's agreements herein, and Seller has fulfilled Seller's agreements herein, the Deposit made hereunder by the Buyer shall be retained by the Seller as liquidated damages and this shall be Seller's sole and exclusive remedy at both law and in equity for any default by Buyer hereunder.

[Signatures follow on the next page]

5040

Execution Copy

IN WITNESS WHEREOF, the parties have executed this Agreement in two counterparts on the day and year first above written.

BUYER:

Anastasios Giannopoulos

SELLER:

Lynne F. Riley, Chapter 7 Trustee of
Brooks Brew and Fine Wines LLC

Lynne F. Riley, Trustee

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $250.00

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

Articles of Organization
(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Federal Employer Identification Number: ____ *nust be 9 digits)*

ARTICLE I

The exact name of the corporation is:

ANASTASI BROOKLINE, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

TO ENGAGE IN, OWN, CONDUCT, MAINTAIN, OPERATE, AND CARRY ON, DIRECTLY OR INDIRECTLY, A LIQUOR STORE BUSINESS; TO BUY AND SELL LIQUOR ITEMS, RIGHTS, LICENSES OF ALL KINDS AND TO DO ALL THINGS NECESSARY AND APPURTENANT TO SAID BUSINESS AS MAY BE CONVENIENTLY CONDUCTED IN CONNECTION WITH THE SAME. TO PURCHASE, OR OTHERWISE ACQUIRE AND TO OWN, DEVELOP, IMPROVE, OPERATE, OCCUPY MANAGE, MAINTAIN, KEEP, RENT, SELL, MORTGAGE, PLEDGE, HIRE, LEASE, EXCHANGE, HOLD, BUILD, CONSTRUCT, ERECT, ALTER, REPAIR FOR THIS CORPORATION OR FOR OTHER PERSONS OR CORPORATIONS OR OTHER BUSINESS ORGANIZATIONS, OR OTHERWISE DISPOSE OF OR DEAL IN, REAL ESTATE OR PERSONAL PROPERTY OF EVERY KIND AND CHARACTER WHATSOEVER, AND ALL RIGHTS AND INTEREST THEREIN IN THIS STATE OR ELSEWHERE. TO ENGAGE IN ANY AND ALL OTHER ACTIVITIES THAT MAY LAWFULLY BE CONDUCTED IN THE COMMONWEALTH OF MASSACHUSETTS.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter **0** if no Par	Total Authorized by Articles of Organization or Amendments *Num of Shares*	*Total Par Value*	Total Issued and Outstanding *Num of Shares*
CNP	$0.00000	300	$0.00	300

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of

Sa42

any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

NONE

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

NONE

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

NONE

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name:	ANASTASIOS GIANNOPOULOS			
No. and Street:	173 BELGRADE AVENUE			
City or Town:	ROSLINDALE	State: MA	Zip: 02131	Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

5a43

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ANASTASIOS GIANNOPOULOS	173 BELGRADE AVE ROSLINDALE, MA 02131 USA
TREASURER	DOUGLAS GORDON	5 INDIAN ROAD ROAD WAYLAND, MA 01778 USA
SECRETARY	DOUGLAS GORDON	5 INDIAN ROAD ROAD WAYLAND, MA 01778 USA
DIRECTOR	DOUGLAS GORDON	5 INDIAN ROAD ROAD WAYLAND, MA 01778 USA
DIRECTOR	ANASTASIOS GIANNOPOULOS	173 BELGRADE AVE ROSLINDALE, MA 02131 USA

d. The fiscal year (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

WINE, BEER AND SPIRITS LIQUOR STORE

f. The street address *(post office boxes are not acceptable)* of the principal office of the corporation:

No. and Street: 173 BELGRADE AVENUE
City or Town: ROSLINDALE State: MA Zip: 02131 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located *(post office boxes are not acceptable)*:

No. and Street: 173 BELGRADE AVENUE
City or Town: ROSLINDALE State: MA Zip: 02131 Country: USA
which is

__ its principal office
__ an office of its secretary/assistant secretary
__ an office of its transfer agent
X its registered office

Signed this 27 Day of October, 2009 at 1:33:54 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*
ANASTASIOS GIANNOPOULOS

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5a-44

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:

October 27, 2009 1:36 PM

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

0-7555-0

5a45

PREMISES LICENSE AGREEMENT

THIS PREMISES LICENSE AGREEMENT (the "***Premises License Agreement***"), is made and entered into as of the ____ day of _____, 2016, by and between **The Stop & Shop Supermarket Company LLC,** a Delaware limited liability company having a mailing address of 1385 Hancock Street, Quincy Massachusetts 02169 (hereinafter referred to as "***LICENSOR***"), and **Reading Fine Wine & Spirits, Inc.**, a Massachusetts corporation having a mailing address 173 Belgrade Ave., Boston Massachusetts 02131 (hereinafter referred to as "***LICENSEE***").

W I T N E S S S E T H

WHEREAS, LICENSOR operates a supermarket (the "***Licensor's Premises***") at premises commonly known as 25 Walkers Brook Drive, located in Reading, Massachusetts (the "***Property***"); and

WHEREAS, LICENSEE has agreed to operate a beer and wine shop (the "***Licensee's Business***") inside the Licensor's Premises; and

WHEREAS, LICENSOR has agreed to grant to LICENSEE a license to occupy space (the "***Licensed Business Area***") within the Licensor's Premises for the operation of the Licensee's Business; and

WHEREAS, LICENSEE has agreed to accept said grant of license and to operate the Licensee's Business in the Licensed Business Area subject to the terms and conditions of this Premises License Agreement.

NOW. THERFORE, in consideration of the foregoing, of the covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency whereof being hereby acknowledged, LICENSOR and LICENSEE hereby agree as follows.

1. GRANT OF LICENSE. LICENSOR does hereby grant to LICENSEE the right and privilege, for the term hereinafter specified, of constructing and operating the Licensee's Business in certain store premises comprising the "Licensed Business Area" (as hereinafter defined). LICENSEE hereby accepts said grant of license and agrees to construct and operate the Licensee's Business in the Licensed Business Area. The construction and operation of the Licensee's Business shall be in accordance with the terms and conditions of this Premises License Agreement.

2. LICENSED BUSINESS AREA. The Licensed Business Area shall consist of approximately 914 square feet of store space and 225 square feet of storage space for a total of one thousand one hundred thirty nine (1,139) square feet at the location in the Licensor's Premises designated as the "Licensed Business Area" on **Exhibit A** attached hereto and made a part hereof.

3. TERM. (a) The initial term of this Premises License Agreement (the "***Initial Term***") shall be for a period commencing on the date of this Premises License Agreement (the "***Commencement Date***") and continuing through May 31, 2021. References in this Premises License Agreement to "***Term***"

5a46

shall mean the Initial Term and any "Extension Periods" (as hereinafter provided) exercised by LICENSEE.

For the purposes of this Premises License Agreement, reference to a "***Premises License Agreement Year***" shall mean each of the successive calendar years which fall entirely in the Term of this Premises License Agreement, as it may be extended, but (i) if the Commencement Date is not a January 1, the first Premises License Agreement Year shall be the period beginning with the Commencement Date and ending with the following December 31, and (ii) the last Premises License Agreement Year may therefore be less than twelve (12) months long.

(b) Except as otherwise provided in this subsection (b), LICENSEE shall have the right to extend the Term of this Premises License Agreement upon all of the terms, covenants and conditions contained herein for one (1) extension period(s) of six (6) years in duration, and a second extension period of five (5) years (each an "***Extension Period***"), by written notice sent to LICENSOR not less than one hundred eighty (180) days prior to the expiration of the Initial Term of this Premises License Agreement or the then-current Extension Period, time being of the essence. Once exercised, an extension right shall be deemed to have been exhausted and shall not be susceptible of revival as one of the "terms" contained in the Premises License Agreement, to be carried forward, unmodified, into the respective Extension Period. LICENSEE'S right to extend the Term of this Premises License Agreement shall be void (i) if this Premises License Agreement is not in full force and effect when any such right is exercised, or (ii) if a Condition of Default shall exist under this Premises License Agreement at the time LICENSEE'S notice of the exercise of its right to extend the Term of this Premises License Agreement is given to LICENSOR or at the time such putative Extension Period is scheduled to commence. In the event LICENSEE fails to give notice in strict compliance with the terms of this Section, the LICENSEE'S option to extend shall conclusively be deemed to have been waived, and the Premises License Agreement shall not be extended beyond the expiration of the then-current Term.

Notwithstanding anything to the contrary contained in the immediately-preceding paragraph, LICENSEE acknowledges and agrees that the second extension of the Term of this Premises License Agreement will extend the term beyond the expiration date of the current term of the LICENSOR'S lease for the Licensor's premises, LICENSEE'S right to extend the term of this Premises License Agreement is expressly conditioned on LICENSOR'S extension of the term of its lease for the Licensor's Premises. If LICENSOR does not in its sole and absolute discretion elect to extend the term of its lease for the Licensor's Premises, LICENSOR shall endeavor to advise LICENSEE of same when that decision not to extend is made, and in said event, LICENSEE'S exercise of its extension of the term of this Premises License Agreement for the second Extension Period shall be null and void *ab initio*.

4. LICENSE FEE. Commencing as of the "***License Fee Accrual Date***" (which, for the purposes of this Premises License Agreement, shall mean the date which is ninety (90) days after the date LICENSEE opens the Licensed Business Area for business, and continuing for the Term of this Premises License Agreement, LICENSEE covenants and agrees to pay to LICENSOR for the right to occupy and use the Licensed Business Area annual license fees (the "***License Fees***") based on the following License Fee Schedule:

LICENSE FEE SCHEDULE

Term	Annual License Fee	Monthly License Fee
License Fee Accrual Date to May 31, 2021	$60,000.00	$5,000.00
First Extension Period June 1, 2021 to May 31, 2027	$61,200.00	$5,100.00
Second Extension Period June 1, 2027 to May 31, 2031 ***	$62,424.00	$5,202.00

***** Option subject to Licensor exercising available option under Lease in Licensors sole discretion. (See #3 above).**

All installments of License Fees shall be payable without demand in monthly installments on the first day of each month in advance. All payments of License Fees payable to LICENSOR pursuant to this Premises License Agreement shall be sent to LICENSOR at P.O. Box 3797, Boston, Massachusetts 02241-3797, unless LICENSOR otherwise directs by written notice to LICENSEE.

In the event any commercial occupancy tax or sales tax on rentals or occupancy charges (or the equivalent of either of such taxes), or other tax is imposed on LICENSOR by any duly constituted local, city, county, state, federal or other governmental authority with respect to the License Fee payable by LICENSEE, LICENSEE shall pay to LICENSOR, as an additional license fee, such portion of any such tax imposed on the License Fee.

In addition LICENSEE shall pay to LICENSOR monthly with the License Fee the additional sum of $3,000.00 as a contribution to LICENSORS costs, for inclusion in LICENSORS bi-weekly advertising circular. At any time after the first six (6) months of License Fee payments LICENSEE may upon thirty (30) days prior written notice to LICENSOR terminate this additional payment which will eliminate any inclusion in LICENSORs advertising circular.

5. USE AND OPERATION/LICENSOR'S CESSATION OF BUSINESS. LICENSEE shall use and occupy the Licensed Business Area for the operation of Licensee's Business only. LICENSEE shall not use or occupy the Licensed Business Area for, nor permit the Licensed Business Area to be used for, any other use or uses without the express prior written approval of LICENSOR, which approval LICENSOR may withhold in its absolute and sole discretion. In furtherance of the foregoing, but not in limitation thereof, except for the sale of beer and wine and, if applicable in the future, liquor, in no event shall any part of the Licensed Business Area be used by LICENSEE or any other party for: (i) the operation a food store or for the sale of food items or food products of any kind for consumption (whether by humans or animals) on or off the Licensed Business Area, and/or (ii) the conduct of a drug store, pharmacy, or health and beauty care business.

At all times during the Term of this Premises License Agreement, and subject only to (a) LICENSOR'S cessation of business operations at the Licensor's Premises, and/or (b) LICENSEE being prevented from conducting business by causes (other than economic constraints or conditions) beyond LICENSEE'S reasonable control, Licensee shall continuously and without interruption occupy and use the Licensed Business Area for the conduct of the Licensee's Business on all days and during all hours that LICENSOR is operating its business from the Licensor's Premises and in compliance with all laws, rules, and regulations of any local, city, county, state, federal, or other governmental authority having jurisdiction over the operation of Licensee's Business. LICENSEE agrees to conduct its business in the Licensed Business Area at all times in a high grade and reputable manner so as to produce the maximum volume of sales in the Licensed Business Area. LICENSEE further agrees to use all of the Licensed Business Area for retail sales purposes, other than such portions as are designated for storage and office purposes, and to use such storage and office space only in connection with the business conducted in the Licensed Business Area; to furnish and equip the Licensed Business Area with all trade fixtures which may be suitable and which are necessary for carrying on Licensee's Business in the manner provided in this Premises License Agreement; to carry a full and complete stock of fresh merchandise and to offer the same for sale at competitive prices; to maintain an adequate staff of trained personnel to assure efficient and courteous service to customers; to store all trash and refuse in closed containers at locations in the Licensed Business Area which are not frequented by, or generally visible to, members of the public, and to dispose of the trash and refuse daily; and to keep the Licensed Business Area and all appointments therein neat and clean, refurbishing (repainting as needed) all or any portion thereof from time to time as may be reasonably necessary to keep the Licensed Business Area attractive to customers.

The name of the Licensee's Business operated pursuant to this Premises License Agreement (the "***Licensed Business Name***") shall be such name as LICENSEE may elect by giving written notice of the Licensed Business Name to LICENSOR, and the Licensed Business Name shall be subject to LICENSOR'S prior written consent, which consent shall not be unreasonably withheld so long as the Licensed Business Name is the name used by LICENSEE or affiliates of LICENSEE in all, or substantially all, of its or their beer and wine stores, LICENSEE hereby representing to LICENSOR that it has the right to use the Licensed Business Name. The Licensed Business Name shall not be changed without the prior written consent of LICENSOR, which consent shall not be unreasonably withheld, delayed or denied so long as the new name is the same name under which LICENSEE or affiliates of LICENSEE operates its or their other beer and wine shops.

Notwithstanding anything to the contrary contained in this Premises License Agreement, LICENSEE acknowledges and agrees that LICENSOR has no obligation to be open for business or to conduct business operations in the Licensor's Premises. In the event LICENSOR decides (or is required) to cease business operations from the Licensor's Premises, or to engage in beer, wine or liquor sales in the future LICENSOR shall give LICENSEE notice thereof at least thirty (30) days in advance. In said event, this Premises License Agreement shall terminate on the date LICENSOR ceases to conduct business operations from the Licensor's Premises, and at the request of either party, LICENSOR and LICENSEE shall confirm in writing the termination of this Premises License Agreement, and LICENSOR and LICENSEE shall thereupon be released from the performance of any obligations hereunder as to the Licensed Business Area and Licensor's Premises (except for obligations accrued but unpaid and/or not performed through the date of termination); provided, however, that this clause shall be self-operative, and in the event that neither LICENSOR nor LICENSEE shall request said agreement, or if either party

shall fail or refuse to deliver said agreement, no further instrument or document shall be necessary to effectuate said termination.

6. ALTERATIONS TO LICENSOR'S PREMISES. LICENSOR shall have the right to place, or to permit to be placed, in the Licensed Business Area, any lines, shafts, pipes and the like above the finished ceiling, within columns, inside demising walls, beneath the floor slab or otherwise not visible within the Licensed Business Area, or such other location within the Licensed Business Area, utility lines, telecommunication lines, shafts, pipes and the like, for the use and benefit of LICENSOR, LICENSEE and/or other third party tenants or occupants in the Licensor's Premises, and to enter the Licensed Business Area from time to time to replace and maintain and repair such lines, shafts, pipes and the like, in, over, under, and upon the Licensed Business Area. Such lines, shafts, pipes and the like shall not be deemed part of the Licensed Business Area under this Premises License Agreement. In addition, LICENSOR reserves the right at any time and from time to time, upon reasonable prior notice and in such manner that will not unreasonably interfere with LICENSEE'S use of the Licensed Business Area, to make, or to permit to be made, such changes, alterations, improvements, repairs or replacements in or to the interior and exterior of the Licensor's Premises and the fixtures and equipment therein, and in or to properties adjacent thereto, as LICENSOR may deem necessary or desirable. In exercising any of its rights under this Section, LICENSOR agrees as follows: not to obstruct unreasonably LICENSEE'S access to the Licensed Business Area; to perform all work reasonably in such manner as to minimize any disruption to LICENSEE'S business to the extent reasonably possible; and not to interfere unreasonably with LICENSEE'S use and occupancy of the Licensed Business Area as contemplated by this Premises License Agreement.

7. INSURANCE AND INDEMNIFICATION.

7.1. LICENSEE'S Liability Insurance. Throughout the Term of this Premises License Agreement, LICENSEE, at its own expense, shall maintain with respect to the Licensed Business Area and the Licensor's Premises and the Shopping Center comprehensive general liability insurance with appropriate contractual liability endorsements covering all of LICENSEE'S obligations under Section 7.6, with a single limit of at least $3,000,000.00 for personal injury, bodily injury and property damage; and the LICENSEE also shall maintain with respect to the Licensed Business Area insurance coverage for employer's liability, host liquor liability, liquor liability, and so-called "dram shop" liability coverage with a single limit of not less than $5,000,000.00 per occurrence. All of LICENSEE'S insurance shall be provided by insurance companies that (i) have and maintain a rating of A.M. Best A-, VII or better, and (ii) are qualified to do business in the state where the Licensed Business Area is located.

7.2. LICENSEE'S Other Insurance. LICENSEE, at its own expense, shall maintain throughout the term of this Premises License Agreement (a) fire and casualty insurance, with extended coverage, vandalism, malicious mischief and sprinkler leakage endorsements (except as LICENSOR may, from time to time, in writing agree to the omission of any such endorsement) covering all of LICENSEE'S personal property and improvements in the Licensed Business Area to the extent of the full replacement value of such property and improvements; and (b) rental value or business interruption insurance in an amount not less than the total of one year's License Fees, together with all taxes and other charges payable by LICENSEE under this Premises License Agreement for a one (1) year period; and (c) automobile liability

5 of 50

insurance (comprehensive form) covering all vehicles used in connection with LICENSEE'S operations from the Licensed Business Area with limits of liability of not less than $3,000,000.00 combined single limit for bodily injury and property damage as a result of any one occurrence.

7.2.1. The amount of insurance maintained by LICENSEE in accordance with the provisions of this Section 7 shall be increased from time to time (but not more often than annually), so that the amount of coverage will be consistent with the then-current standards observed by a majority of owners and occupants of commercial premises in the area in which the Licensed Business Area is located. LICENSOR agrees to use reasonable efforts to forward to LICENSEE any relevant information concerning those standards which may, from time to time, come to LICENSOR'S attention.

7.3. Subrogation Waiver - LICENSEE. Each policy of insurance maintained by LICENSEE (whether or not required under the provisions of this Premises License Agreement) with respect to the Licensed Business Area or with respect to Licensee's Business or property therein shall include provisions by which the insurance carrier(s) (a) waive(s) all rights of subrogation against LICENSOR (and against all persons for whose actions LICENSOR may be legally responsible) on account of any loss payable under the policy, and (b) agree(s) that the policy will not be invalidated because the insured (in writing and prior to the occurrence of any loss under the policy) has waived part or all of its right(s) of recovery against any party on account of any loss or damage covered by the policy, or because of the act or negligence of LICENSEE or anyone for whom LICENSEE may be legally responsible, or because of the prior agreement of the parties regarding the application of the proceeds of the insurance. If LICENSEE is unable to procure the inclusion of all of the provisions described in subdivisions (a) and (b) of the immediately-preceding sentence, LICENSEE shall name LICENSOR as an additional named insured in the policy.

7.3.1. Waiver of LICENSEE'S Claims. LICENSEE hereby waives any and all rights of recovery which it might otherwise have against LICENSOR, its agents, employees, contractors and all other persons for whose actions LICENSOR may be legally responsible, for any loss or damage to Licensee's Business or property in the Licensed Business Area or the Licensor's Premises and the Shopping Center, which Licensee's Business or property either are required to be insured under the terms of this Premises License Agreement or which LICENSEE, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act or default under the terms of this Premises License Agreement of LICENSOR, its agents, employees, contractors, or other persons for whose actions LICENSOR may be legally responsible. The foregoing waiver by LICENSEE shall include, but not be limited to, such claims for damage resulting from (i) any defect in or failure of plumbing, HVAC equipment, electric wiring or installation thereof, water pipes, stairs, ramps, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Licensor's Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam or hot water; (vi) water being upon or coming through the roof or any other place upon or near the Licensed Business Area or otherwise; and (vii) broken glass.

7.3.2. Waiver of LICENSOR'S Claims. LICENSOR hereby waives any and all rights of

5a51

recovery which it might otherwise have against LICENSEE, its agents, employees, contractors and all other persons for whose actions LICENSEE may be legally responsible, for any loss or damage to the Licensed Business Area, the Licensor's Premises and the Shopping Center or LICENSOR'S business or property therein, which are covered by any policy of fire or casualty insurance maintained by LICENSOR, even though that loss or damage results from the negligence, willful act or default under the terms of this Premises License Agreement of LICENSEE, its agents, employees, contractors or other persons for whose actions LICENSEE may be legally responsible.

7.3.3. Subrogation Waiver - LICENSOR. LICENSOR agrees that the insurance policies maintained by it with respect to the Licensed Business Area, the Licensor's Premises and the Shopping Center, and LICENSOR'S business and property therein shall contain provisions or endorsements substantially similar to those described in subdivisions (a) and (b) of the first sentence of Section 7.3, so that LICENSEE'S liabilities shall be limited in the same manner as LICENSOR'S liabilities are to be limited pursuant to the provisions of Section 7.3 and its several subsections and subdivisions.

7.4. Insured Parties - LICENSEE'S Insurance. Each policy of insurance maintained by LICENSEE with respect to the Licensed Business Area, or to the Licensor's Premises and/or the Shopping Center, or to its business or property in any of said areas, whether or not required by this Premises License Agreement, shall name LICENSOR and any overlessor as an additional insured, except for insurance policies containing the endorsements provided for in Section 7.3. It is understood and agreed that the designation of the additional insured parties is intended to afford to those parties the same protection against claims as is normally afforded to the insured person procuring the policy by the usual terms of the customary forms of the casualty and liability insurance policies LICENSEE is required to maintain or provide for under the terms of this Premises License Agreement. It is not intended that any person named as insured by any such policy shall, by virtue of such designation alone, be entitled to share in any payments made under that policy, and LICENSOR agrees to endorse (without recourse) and deliver to LICENSEE any check or draft for any payment under any such policy, which check or draft was made payable to LICENSOR solely by virtue of a designation as an additional insured in accordance with the requirements of this Section 7.3.

7.5. LICENSEE'S Insurance Certificates. LICENSEE shall deliver to LICENSOR on or before the Commencement Date, and thereafter at least thirty (30) days prior to the expiration of each such policy, a certificate of each policy of insurance required to be maintained by LICENSEE under the provisions of Section 7.1 and Section 7.2. No such policy of insurance shall be cancelled or changed nor shall the coverage of any such policy be reduced without at least thirty (30) days' prior written notice to LICENSOR.

7.5.1. LICENSEE'S Reports. From time to time, as LICENSOR may reasonably require, but not more often than annually, LICENSEE shall deliver to LICENSOR a complete and accurate list of all insurance coverage (which shall include builders' risk insurance and payment and performance bonds required under this Premises License Agreement) maintained by LICENSEE with respect to the Licensed Business Area, the Licensor's Premises and the Shopping Center, or the property or business of LICENSEE or LICENSOR, whether or not the

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insurance coverage is required. That list shall include for each policy (a) the policy number, (b) the name of the carrier, (c) the amount and (in detail) the type of coverage, (d) the expiration date and the date to which the premium has been paid, (e) the names of those persons designated as insured, and (f) a reasonably detailed description of each endorsement on each policy.

7.6. LICENSEE'S Indemnity. LICENSEE covenants and agrees to defend LICENSOR and to save LICENSOR harmless and indemnified (to the extent permitted by law) from and against any and all claims, actions, loss, damages, liability and expense in connection with loss of life, personal injury and damage to property, whether arising out of or resulting from any occurrence in the Licensed Business Area, or out of or from the occupancy or use by LICENSEE (or anyone claiming under or through LICENSEE) of the Licensed Business Area or any part thereof, or out of or from any work undertaken by LICENSEE (or on LICENSEE'S direct or indirect authority) under this Premises License Agreement, or out of or from any occurrence in the Licensor's Premises or anywhere which is occasioned wholly or partly by, or which is in any way connected with, (a) any failure to perform any obligation imposed on LICENSEE by this Premises License Agreement or any breach of any such obligation, or (b) any act, neglect, or omission of LICENSEE, its agents, contractors, employees, licensees or concessionaires, or of any other person occupying space in the Licensed Business Area.

8. CONDITION OF LICENSED BUSINESS AREA.

8.1 LICENSEE acknowledges that LICENSEE has had the opportunity to thoroughly inspect and examine the Licensed Business Area and has either caused said inspection and examination to be made or has elected not to do so, and LICENSEE is satisfied with its knowledge or the condition and state of repair of the Licensed Business Area. The Licensed Business Area is licensed to LICENSEE in "AS IS" condition, without any warranty of fitness for use or occupation whatsoever, express or implied, LICENSEE expressly waiving any rights it may have under any warranty which is created by statute or otherwise. LICENSEE agrees that LICENSOR shall have no obligation to perform any work of construction or repair to render the Licensed Business Area fit for use or occupation or for LICENSEE'S particular purposes or to make it acceptable to LICENSEE.

8.2. Licensee's Work. LICENSEE shall perform all work required to permit LICENSEE to open the Licensed Business Area for business and shall install all fixtures and equipment necessary to enable LICENSEE to conduct business in the manner provided in this Premises License Agreement. The construction work and the installation of fixtures and equipment provided for in this Section is sometimes referred to as "***Licensee's Work***." LICENSEE shall submit to LICENSOR at least one printed, full-sized, legible set of LICENSEE'S plans and specifications for Licensee's Work. Licensee's Work shall be performed at LICENSEE'S expense and in accordance with plans and specifications (in such detail as LICENSOR may reasonably require) which first have been approved in writing by LICENSOR. Licensee's Work shall be performed by such union contractor(s), or by such other contractor(s), as LICENSEE may select, so long as the use of any contractor who is not a union contractor does not result in a labor dispute. If the use of such contractor does result in a labor dispute, LICENSEE shall terminate the use of any such contractor forthwith. All such work shall be consistent with the exhibit attached hereto as **EXHIBIT C**, and identified as LICENSEE'S WORK. LICENSEE agrees to complete all work within 120 days of delivery of the Licensed Premises and open for business immediately thereafter.

8.2.1. Prior to beginning Licensee's Work, LICENSEE shall obtain "all risk" "builder's risk insurance," so-called, insuring both LICENSOR and any overlessor, as well as LICENSEE, against any claims for property damage, personal injury, bodily injury, death, and for any other type of loss or damage arising out of or occasioned by or connected in any way with Licensee's Work, together with any other insurance coverage or protective bond which may be required by law. LICENSEE shall furnish LICENSOR with certificates of the issuance of all insurance prior to beginning Licensee's Work. All insurance shall be maintained in force until Licensee's Work has been completed and shall be in amounts reasonably satisfactory to LICENSOR.

8.2.2. After the Commencement Date has occurred, but subject to LICENSEE receiving all certificates, permits, approvals and licenses in order for LICENSEE to operate the Licensee's Business in the Licensed Business Area (collectively the "***Licensee's Business Licenses***"), LICENSEE shall commence Licensee's Work promptly after receipt of LICENSOR'S notice directing LICENSEE to do so and stating that LICENSOR has approved LICENSEE'S plans and specifications and shall diligently prosecute the same to completion on all business days; provided, however, that LICENSEE may commence Licensee's Work prior to receipt of the Licensee's Business Licenses, and in said event, if the Licensee's Business Licenses are not obtained, LICENSEE shall promptly remove all Licensee's Work and restore the Licensed Business Area to the condition contemplated by Section 18 of this Premises License Agreement.

8.2.3. LICENSOR'S approval of LICENSEE'S plans and specifications for Licensee's Work shall create no responsibility or liability on the part of LICENSOR for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities.

8.2.4. LICENSEE shall obtain, at its own cost and expense, all permits, approvals and other permissions from any governmental authority which may be required in connection with Licensee's Work. LICENSEE also shall obtain, at its sole cost and expense, all of the Licensee's Business Licenses (in final form) necessary for LICENSEE'S occupancy and use of the Licensed Business Area. LICENSOR agrees that LICENSOR shall cooperate reasonably with LICENSEE with respect to, and upon written notice from LICENSEE, shall execute within a reasonable time (if applicable authorities require the signature of the LICENSOR), all forms, applications and permits, which are necessary for the commencement of Licensee's Work or for LICENSEE'S initial occupancy of the Licensed Business Area, provided that such forms, applications or permits, and work, use and operations contemplated thereby, are consistent with all provisions of this Premises License Agreement and all applicable laws, rules, regulations and ordinances. LICENSEE shall pay all fees and expenses of LICENSOR relating to such cooperation or execution and agrees that the provisions of Section 7.6 of this Premises License Agreement include, without limitation, any loss, cost or liability resulting from such cooperation or execution.

8.2.5. Other than Licensee's Work, LICENSEE shall not make any alterations, additions, or improvements in or to the Licensed Business Area without the prior written consent of LICENSOR, which consent LICENSOR may withhold its absolute and sole discretion. LICENSEE shall give LICENSOR prior written notice of any proposed permitted change, describing it in reasonable detail. All permitted changes and other improvements shall become a

part of the Licensor's Premises unless LICENSOR requires their removal at the end of the Term.

8.2.6. LICENSEE shall pay promptly when due the entire cost of any work to the Licensed Business Area undertaken by LICENSEE, so that the Licensed Business Area and the Licensor's Premises shall at all times be free of liens for labor and materials, and LICENSEE shall discharge any such lien forthwith upon request of LICENSOR, by posting a surety company bond or otherwise, as LICENSOR may reasonably require. LICENSEE shall procure all necessary permits before undertaking such work and shall do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements, without impairing the safety of the structure or the value of the Licensed Business Area or the Licensor's Premises.

9. LICENSES AND TAXES. Any and all taxes, fees and assessments, including, but not limited to, license fees, fees for permits, profits, sales or use taxes, personal property taxes, or any other taxes which may be levied or assessed upon the assets, business, or capital of the Licensed Business Area, on LICENSEE'S income therefrom, or on the merchandise carried therein, or on the furniture, fixtures, and other equipment used therein, by any duly constituted local, city, county, state, federal or other governmental authority, shall be borne and paid for by LICENSEE as and when due.

10. ASSIGNMENT/CHANGE OF CONTROL. LICENSEE shall not assign this Premises License Agreement or make any sub-license of the Licensed Business Area or any part thereof or of the Term or permit any part of the Licensed Business Area to be used or occupied by others.

11. RELATIONSHIP OF PARTIES. It is understood and agreed that nothing herein contained shall be considered as in any way constituting a partnership, principal and agent, or landlord and tenant relationship between LICENSOR and LICENSEE, and that the relationship of the parties shall only be that of licensor and licensee.

12. RELOCATION OF LICENSED BUSINESS AREA. LICENSEE acknowledges and agrees that LICENSOR, at any time and from time to time, may elect to remodel, enlarge or otherwise change the size or configuration of the Licensor's Premises for any reason LICENSOR deems appropriate. In such an event, LICENSOR agrees to notify LICENSEE in writing (the "***Relocation Notice***") of LICENSOR'S election to remodel, enlarge or otherwise change the size or configuration of the Licensor's Premises and will discuss with LICENSEE LICENSOR'S plans in order to determine if the Licensed Business Area can be moved to another location within the Licensor's Premises designated by LICENSOR in the Relocation Notice.

LICENSEE shall notify LICENSOR in writing (the "***Licensee's Relocation Election Notice***") within thirty (30) days of the Relocation Notice whether LICENSEE will move and relocate the Licensee's Business to the new location in the Licensor's Premises designated by LICENSOR or terminate this Premises License Agreement (as hereinafter provided). LICENSEE'S failure to provide LICENSOR with the Licensee's Relocation Election Notice within said thirty (30) day period (time being of the essence) shall irrevocably be deemed an election by LICENSEE to relocate the Licensee's Business to the new location in the Licensor's Premises.

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In the event of the relocation of the Licensee's Business, LICENSOR shall use all commercially reasonable efforts to cause the relocation of the Licensee's Business as quickly as possible. If the relocation of the Licensee's Business necessitates the closing of the Licensee's Business for a period of more than seven (7) consecutive days, the Licensee Fees payable under this Premises License Agreement shall be abated to the extent that LICENSEE is unable to conduct Licensee's Business; the then-current Term of this Premises License Agreement shall be extended for the number of days during which LICENSEE is unable to conduct the Licensee's Business; and all of the terms and conditions of this Premises License Agreement shall be in effect during such period of the extension of the then-current Term. In addition, LICENSOR agrees to pay the reasonable out-of-pocket costs of LICENSEE incurred by LICENSEE in relocating its fixtures, equipment and merchandise at the Licensee's Business to the new location in the Licensor's Premises.

Furthermore in the event of the relocation of the Licensee's Business, the new location shall, from and after the date of relocation, be deemed to be the Licensed Business Area. If the size of the relocated Licensed Business Area is smaller than the original Licensed Business Area, the Annual License Fee shall re reduced on a pro-rata basis as agreed to between LICENSOR and LICENSEE.

In the event LICENSEE is not satisfied with the relocation proposed by LICENSOR, LICENSEE'S sole and exclusive remedy shall be to elect to terminate this Premises License Agreement by so advising LICENSOR in the Licensee's Relocation Election Notice within thirty (30) days after the Relocation Notice (time being of the essence). In said event, this Premises License Agreement shall terminate thirty (30) days prior to the date specified in the Licensor's Relocation Notice as the date on which LICENSOR is anticipating starting the remodel, enlargement or other change in the size or configuration of the Licensor's Premises; and following said termination, LICENSOR and LICENSEE shall thereupon be released from the performance of any obligations under this Premises License Agreement as to the Licensed Business Area (except for obligations accrued but unpaid and/or not performed through the date of termination). At the request of LICENSOR or LICENSEE, the parties agree to confirm in writing the termination of this Premises License Agreement; provided, however, that this clause shall be self-operative, and in the event that neither LICENSOR nor LICENSEE shall request said agreement, or if either party shall fail or refuse to deliver said agreement, no further instrument or document shall be necessary to effectuate the termination of this Premises License Agreement.

13. SUBORDINATION. The rights of LICENSEE under this Premises License Agreement shall be subject and subordinate to any and all present or future leases of the Property and/or mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against all or part of the Property or against any buildings hereafter placed upon any part of the Property and to all advances made or hereafter to be made upon the security thereof. In confirmation thereof, LICENSEE shall promptly execute such documents as LICENSOR and/or the owner of the Property (the "***Property Owner***") shall request in order to confirm the foregoing.

From time to time, within ten (10) days after request therefor by LICENSOR or the Property Owner, or in the event that upon any sale, assignment or hypothecation of any of the Property by the Property Owner, to the extent LICENSOR shall agree to provide a so-called estoppel letter to the Property Owner and/or the Property Owner's purchaser or mortgagee, LICENSEE agrees to deliver a certificate to any proposed

purchaser or mortgagee, and/or to LICENSOR or the Property Owner, certifying (if such be the case) that this Premises License Agreement is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by LICENSEE, and such other factual matters as such mortgagee, purchaser, LICENSOR or the Property Owner shall require. The LICENSEE, upon request of any party in interest, shall execute promptly such instruments or certificates to carry out the intent of the provisions of this Section 13 as shall be requested by LICENSOR or the Property Owner.

14. DEFAULT. 14.1. Any of the following contingencies shall be a "***Condition of Default***":

14.1.1. Conditions of Default. If LICENSEE shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants contained in this Premises License Agreement and on LICENSEE'S part to be performed or observed, and if (a) such neglect or failure shall continue for a period of fifteen (15) days after receipt by LICENSEE of written notice of such neglect or failure (except that in the case of failure to pay License Fees or any charge payable by LICENSEE for which LICENSEE has already been billed no notice shall be required [except as may be required by applicable law], but LICENSEE shall be entitled to a "grace" period of four [4] days beginning with the day following the due date); or if (b) more than fifteen (15) days are required to cure such default (because of the nature of the default and of the necessary cure), and LICENSEE fails, within such fifteen (15) day period, to begin to cure the default, or, having begun to cure such default within the fifteen (15) day period, LICENSEE thereafter does not diligently proceed to cure the default within the shortest reasonable time;

14.1.2. If the estate hereby created shall be taken on execution or by other process of law;

14.1.3. If LICENSEE or any guarantor of LICENSEE'S obligations hereunder or any person or legal entity occupying the Licensed Business Area through or under LICENSEE shall commit an act of bankruptcy or be declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of any of them for the benefit of creditors, or if any proceedings, including, without limitation, proceedings for reorganization or for an arrangement with creditors, shall be commenced under any bankruptcy or insolvency law by or against LICENSEE or any guarantor of LICENSEE'S obligations under this Premises License Agreement or any person or legal entity occupying the Licensed Business Area through or under LICENSEE;

14.1.4. If a receiver, guardian, conservator, trustee, assignee or any other or similar officer or person shall be appointed to take charge of all or any part of LICENSEE'S property or such guarantor's property or the property of any person or legal entity occupying the Licensed Business Area through or under LICENSEE;

14.1.5. If any court shall enter an order with respect to LICENSEE or with respect to any such guarantor or with respect to any person or legal entity occupying the Licensed Business Area through or under LICENSEE providing for the modification or alteration of the rights of creditors;

14.1.6. If LICENSEE shall fail or neglect to commence Licensee's Work within ten (10)

days after obtaining the permits and approvals for the operation of the Licensee's Business and notice from LICENSOR that LICENSOR has approved LICENSEE'S plans and specifications for the LICENSEE'S Work, or on the first business day after the Licensed Business Area is delivered to LICENSEE, if that is later; or

14.1.7. If any of LICENSEE'S fixtures or equipment are removed from the Licensed Business Area for any reason and the removed fixtures or equipment shall not simultaneously have been replaced with fixtures or equipment at least as good in quality as the fixtures and equipment removed.

14.1.8. If LICENSEE or any "Affiliate" of LICENSEE is in default under any agreement for the operation of a business substantially similar to Licensee's Business with LICENSOR or any affiliate of LICENSOR. For the purposes of this Premises License Agreement, reference to an "***Affiliate***" shall mean any company or entity into which LICENSEE is merged; or any company or entity acquiring or owning or controlling LICENSEE; or any company or entity owned or controlled by LICENSEE or by any other company or entity which is owned or controlled by LICENSEE; or any company or entity owned and controlled by a company, entity, or persons owning or controlling LICENSEE.

14.2. LICENSOR'S Remedies. In the event any Condition of Default shall occur (notwithstanding any waiver, license or indulgence granted by LICENSOR with respect to the same or any other Condition of Default in any former instance), LICENSOR, in addition to any other rights or remedies available to LICENSOR at law or in equity, then or at any time thereafter, but prior to the removal of such Condition of Default, shall have the right at its sole election, either

14.2.1. (Termination). to terminate this Premises License Agreement by written notice to LICENSEE, which shall take effect on the date of LICENSOR'S dispatch of said notice or on any later date (on or prior to the expiration of the then-current Term) specified in LICENSOR'S termination notice; or

14.2.2. (Possession). to enter upon and take possession of the Licensed Business Area without demand or notice and repossess the same as of the LICENSOR'S former estate, expelling LICENSEE and those claiming under LICENSEE, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedy for arrears of License Fees or preceding breach of covenant.

14.2.3. LICENSOR'S repossession of the Licensed Business Area under Section 14.2.2 shall not be construed to effect a termination of this Premises License Agreement, unless LICENSOR sends LICENSEE a written notice of termination under Section 14.2.1.

14.3. Relicensing. In the event of any Condition of Default that is not cured, LICENSOR shall have the right (at its sole election and whether or not this Premises License Agreement shall be terminated under Section 14.2.1) to relicense or rent the Licensed Business Area or any part thereof for such period or periods (which may extend beyond the Term of this Premises License Agreement) and at such License Fees or rent and upon such other terms and conditions as LICENSOR may deem advisable,

and in connection with any such relicensing or renting (as the case may be), LICENSOR may make or cause to be made such additions, alterations and improvements to the Licensed Business Area as LICENSOR may deem advisable.

14.4. Removal of Goods. If LICENSOR shall terminate this Premises License Agreement or take possession of the Licensed Business Area by reason of a Condition of Default, LICENSEE, and those claiming under LICENSEE, shall forthwith upon receipt of LICENSOR'S notice so directing, remove their goods and effects from the Licensed Business Area. If LICENSEE or any such claimant shall fail to effect such removal forthwith, LICENSOR, without liability to LICENSEE or to those claiming under LICENSEE, may remove such goods and effects and may store the same for the account of LICENSEE or of the owner thereof in any place selected by LICENSOR or, at LICENSOR'S sole election, LICENSOR may sell the same at public auction or at private sale on such terms and conditions as to price, payment and otherwise as LICENSOR, in its sole judgment, may deem advisable.

14.4.1. LICENSEE shall be responsible for all costs of removal, storage and sale, and LICENSOR shall have the right to reimburse itself from the proceeds of any such sale for all such costs paid or incurred by LICENSOR. If any surplus sale proceeds shall remain after such reimbursement, LICENSOR may deduct from such surplus any other sum due to LICENSOR hereunder and shall pay over to LICENSEE the remaining balance of such surplus sale proceeds, if any.

14.5. Current Damages. No termination or repossession provided for in Section 14.2 shall relieve LICENSEE (or any guarantor of LICENSEE'S obligations hereunder) of their liabilities and obligations hereunder or under any separate instrument of guarantee, all of which shall survive such termination or repossession. In the event of any such termination or repossession, LICENSEE shall pay LICENSOR, in advance, on the first day of each month (and pro rata for the fraction of any month) for what would have been the entire balance of the then-current Term of this Premises License Agreement, one-twelfth of the "annual License Fees for the Licensed Business Area" (as hereinafter defined) less the proceeds (if any) of any relicensing or renting of the Licensed Business Area which remain after deducting LICENSOR'S expenses in connection with such relicensing or renting. Such expenses shall include, without limitation, removal, storage and remodeling costs, the cost of painting and refurbishing the Licensed Business Area, and attorneys' and brokers' fees. LICENSOR may accelerate the due date of all such damages payable hereunder at its discretion.

14.5.1. The "***annual License Fees for the Licensed Business Area***" shall be the total of (i) the License Fees; and (ii) the cost of any repairs to the Licensed Business Area which become necessary during the vacancy of the Licensed Business Area and which would have been required of LICENSEE under the Premises License Agreement if the Premises License Agreement had not been terminated; and (iii) the cost of any repairs to the Licensed Business Area which, notwithstanding they became necessary because of the acts of some other person(s), would reasonably be deemed not to have become necessary if the Licensed Business Area had not been vacant.

14.6. Final Damages. At any time after any such termination or repossession, whether or not LICENSOR has collected any current damages, LICENSOR shall be entitled to recover from

LICENSEE, and LICENSEE shall pay to LICENSOR, on demand, as liquidated final damages in lieu of all accrued, unpaid current damages and all current License Fees accruing beyond the date of the demand (or, if earlier, the date to which LICENSEE shall have paid current damages) a sum equal to the amount by which the annual License Fees for the Licensed Business Area payable from the date of such demand for what would have been the balance of the then-current Term shall exceed the fair net licensing or rental value of the Licensed Business Area for the same period, determined as at the beginning of that period.

14.7. Not more than seven (7) days after receipt of LICENSOR'S bill therefor, LICENSEE shall pay LICENSOR all costs and expenses (including, without limitation, reasonable amounts for attorneys' fees) incurred by LICENSOR in enforcing LICENSEE'S obligations or LICENSOR'S rights under this Premises License Agreement. Any failure by LICENSOR to deliver a bill to LICENSEE within a reasonable time shall not act as a waiver of LICENSOR'S right to collect any such amounts from LICENSEE.

15. WAIVER. The waiver by LICENSOR of any breach of any term, agreement, covenant, or condition contained in this Premises License Agreement shall not be deemed to be a subsequent waiver of such term, agreement, covenant or condition contained in this Premises License Agreement. The subsequent acceptance of License Fees hereunder by LICENSOR shall not be deemed to be a waiver of any preceding breach by LICENSEE of any terms, agreement, covenant or condition of this Premises License Agreement, other than the failure of LICENSEE to pay the particular License Fees so accepted, regardless of LICENSOR'S knowledge of such preceding breach at the time of the acceptance of such License Fees. No agreement, covenant, term or condition of this Premises License Agreement shall be deemed to have been waived by LICENSOR unless such waiver is in writing signed by LICENSOR.

16. REPAIRS. Provided LICENSEE is conducting its business at the Licensed Business Area, and except for those repairs to be performed by LICENSEE pursuant to this Premises License Agreement, LICENSOR shall keep the Licensor's Premises in good order, condition and repair (making replacements when necessary in LICENSOR'S reasonable opinion) as LICENSOR reasonably deems to be necessary.

Except for those repairs to be made by LICENSOR pursuant to this Premises License Agreement, LICENSEE shall keep and maintain the Licensed Business Area and all fixtures and equipment therein in good order, repair and condition, making all repairs and replacements thereto as may be required (such repairs and replacements to be of the same quality, design and class as the original work).

If any of the portions of the Licensor's Premises, including, without limitation, the Licensed Business Area, is in need of repair, alteration or replacement because of the act, neglect or default of LICENSEE (or of its agents, employees, licensees or contractors); or because of any requirements imposed by any public authority or by an insurer or the Board of Fire Underwriters by reason of any use of the Licensed Business Area by LICENSEE; or because of any breaking or entering into, burglary of, or vandalism in the Licensed Business Area; or because of any work undertaken by or required of LICENSEE under the provisions of this Premises License Agreement; then, in any such case, LICENSEE, and not LICENSOR, shall make the required repair, alteration or replacement.

LICENSEE shall keep and maintain its fixtures and equipment and all components of its work in

good order, repair and condition while this Premises License Agreement remains in force. Any required replacement of any part or component of work performed by LICENSEE shall be effected with equipment or materials of equal or better quality.

LICENSEE shall not be required to make any repairs or replacements which are necessitated by fire, casualty, takings by eminent domain or acts of or pursuant to public authority.

17. DAMAGE OR DESTRUCTION/CONDEMNATION:

17.1. Fire and Casualty, Condemnation, Termination to any of the Licensor's Premises. If, at any time after the date of this Premises License Agreement, the Licensor's Premises, or any other portions of the Property, shall be substantially damaged or destroyed (or shall suffer some other substantial adverse effect on LICENSOR'S ability to operate its business within the Licensor's Premises) by fire or other casualty, or by taking by eminent domain or by act of or pursuant to public authority, LICENSOR, at its election, may terminate this Premises License Agreement by written notice to LICENSEE sent within sixty (60) days after the occurrence of such damage, destruction or adverse effect, even though LICENSOR'S interest has been entirely divested by a taking. If such taking or substantial casualty occurs during the last year of the Term, LICENSEE shall have the right to terminate this Premises License Agreement by written notice to LICENSOR sent within thirty (30) days after the occurrence of such taking or substantial casualty; provided, however, if LICENSEE exercises its right to extend the Term for an Extension Period, then LICENSEE'S termination shall be null and void.

If, at any time after the date of this Premises License Agreement, the Licensor's Premises shall be substantially damaged or destroyed or adversely affected by any cause described in the preceding paragraph and if LICENSOR does not terminate this Premises License Agreement within the time provided in the preceding paragraph and LICENSOR or the Property Owner does not begin to restore the Licensor's Premises (as provided in subsection 17.2) within one hundred twenty (120) days after the occurrence of such damage, destruction or adverse effect, LICENSEE, as its sole remedy, may terminate this Premises License Agreement by written notice to LICENSOR sent within thirty (30) days after the expiration of said one hundred twenty (120) day period but before LICENSOR or the Property Owner has begun the restoration work.

Upon a termination pursuant to this subsection 17.1, any unearned License Fees or other charge paid in advance by LICENSEE to LICENSOR shall be promptly refunded.

17.2. Restoration of the Licensor's Premises. If the Licensor's Premises shall be damaged, destroyed or adversely affected by any cause described in subsection 17.1, then, unless this Premises License Agreement is terminated, LICENSOR shall restore (or shall use reasonable efforts to try to cause the Property Owner to restore) the Licensor's Premises substantially to their condition immediately prior to such damage, destruction or adverse effect (to the extent such restoration is possible in any case of any adverse effect not including [or, if including, not limited to] physical damage or destruction), but, if LICENSOR or the Property Owner elects to restore same, neither LICENSOR nor the Property Owner shall have any obligation to spend more for the restoration work than the amount of insurance proceeds actually received by

LICENSOR or the Property Owner (as the case may be) or the net amount of the award offered by the taking authority after deducting LICENSOR'S and/or the Property Owner's expenses in obtaining the offer. If the amount of insurance proceeds (or the net taking award) are insufficient to enable LICENSOR or the Property Owner, as the case may be, to restore the Licensed Business Area to substantially the same scope and quality as existed prior to the occurrence of the damage or taking, LICENSOR shall either contribute the deficiency in the amount of the insurance proceeds or net taking award or, prior to commencing any restoration work, afford LICENSEE the right to cancel this Premises License Agreement within thirty (30) days after LICENSEE'S receipt of written notice from LICENSOR disclosing such insufficiency.

17.3. Taking Damages for Licensed Business Area. LICENSOR reserves, and LICENSEE hereby assigns to LICENSOR, all rights to any award or compensation accruing on account of any damage, destruction or other "adverse effect" (which latter term shall include, without limitation, both the termination and the appropriation of intangible rights, such as easements, as well as other forms of limitation adversely affecting the interests of any party) suffered by the licensed interest created by this Premises License Agreement, the Licensor's Premises, the Property or any improvement or appurtenance in, on or to any of these as a result of any condemnation or taking by eminent domain or as the result of any act of or pursuant to public authority. LICENSEE shall execute and deliver to LICENSOR or the Property Owner (as the case may be) such confirmatory instruments of this assignment as LICENSOR may from time to time request; provided, however, that this clause shall be self-operative, and in the event that neither LICENSOR nor LICENSEE shall request said instrument, or if either party shall fail or refuse to deliver said instrument, no further instrument or document shall be necessary to effectuate said assignment.

The foregoing reservation and assignment do not include any award payable to LICENSEE for physical damage to or appropriation of LICENSEE'S improvements to the Licensed Business Area, tangible personal property or for moving expenses or for any other matter, on condition, however, that such award shall be payable to LICENSEE by the taking authority and not by LICENSOR or the Property Owner (unless such amounts are included in the award paid to LICENSOR or the Property Owner), and on the further condition that no award to LICENSEE (other than moving expenses) shall result in any reduction in the amount recoverable from the taking authority by LICENSOR, by the Property Owner, by the holder of any mortgage of the Property, or by any other person having an interest in the Property other than persons, such as occupants of other premises in the Property, whose claims for damages rest on the same basis and have the same precedence as LICENSEE'S claim.

17.5. Termination of Premises License Agreement. Upon any termination of this Premises License Agreement under any of the provisions of this Section 17, each party shall thereafter be released under this Premises License Agreement without further obligations to the other party coincident with the surrender of possession of the Licensed Business Area to the LICENSOR except as otherwise provided in this Premises License Agreement and except for items which have theretofore accrued and be then unpaid.

18. YIELD-UP. All permanent improvements to the Licensed Business Area shall become the property of LICENSOR at the expiration or termination of this Agreement, unless LICENSOR requires their removal at the end of the Term by giving notice thereof to LICENSEE at least thirty (30) days prior to the expiration date of the Term of this Premises License Agreement, in which event LICENSEE shall remove same and restore the Licensed Business Area to the condition it was in prior to the date of this Premises License Agreement, reasonable wear and tear excepted. At the expiration or termination of this Premises License Agreement, LICENSEE shall convey to LICENSOR, without charge, good title to such improvements free from any and all liens, charges, encumbrances, and rights of third parties and shall provide LICENSOR with a bill of sale documenting such conveyance; provided, however, that this clause shall be self-operative, and in the event that LICENSEE shall fail or refuse to deliver said bill of sale, no further instrument or document shall be necessary to effectuate said conveyance.

19. PATRIOT ACT; OFAC; ANTI-TERRORISM ACT. LICENSEE hereby represents and warrants that:

(a) it is not designated as a individual or entity that has been determined to have committed, or poses a significant risk of committing, acts of terrorism that threaten the security of U.S. nationals or the national security, foreign policy, or economy of the U.S., which would violate the Executive Order 13224, entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," which became effective on September 24, 2001 (the "***Order***"); and

(b) it is not owned or controlled by, or acting on behalf of, an individual or entity which would violate the Order; and

(c) it has not, and will never, assist in, sponsor, or provide financial, material, or technological support for, or financial or other services to or in support of, acts of terrorism or individuals or entities designated in or under the Order; and

(d) it is not otherwise associated with certain individuals or entities designated in or under the Order; and

(e) to the extent permitted pursuant to this Premises License Agreement, it shall not enter into any agreement for space within the Licensed Business Area with, or allow the Licensed Business Area to be occupied by, any person, group, entity, or nation named in the Order or named on the SDN list which can be found at http://www.treas.gov/offices/enforcement/ofac/sdn; and

(f) to the extent permitted pursuant to this Premises License Agreement, it shall not assign this Premises License Agreement to any person, group, entity, or nation named in the Order or named on the SDN list which can be found at http://www.treas.gov/offices/enforcement/ofac/sdn.

LICENSEE hereby agrees to defend, indemnify, and hold harmless LICENSOR, any parent, subsidiary or affiliate of LICENSOR, and their respective employees, agents, officers, members, managers, directors, and shareholders from and against any and all fines, penalties, actions, claims, damages, losses, liabilities, and expenses (including, without limitation, attorney's fees and costs) arising from or related to any breach of the foregoing warranties and representations, including, without

limitation, those set forth in this Section 19.

20. ACCORD AND SATISFACTION. No payment by LICENSEE or receipt by LICENSOR of a lesser amount than the License Fees herein stipulated shall be deemed to be other than on account of the earliest stipulated License Fees, nor shall any endorsement or statement on any check or any letter be deemed an accord and satisfaction, and LICENSOR may accept such check or payment without prejudice to LICENSOR'S right to recover the balance of such License Fees or pursue any other remedies whether provided in this Premises License Agreement or otherwise available to LICENSOR at law or in equity.

21. NOTICES. Notices under this Agreement shall be in writing and shall be given by a nationally recognized overnight courier service that provides a receipt for delivery or by certified mail (return receipt requested, postage prepaid). Notices shall be sent to the parties at the following addresses:

If to LICENSOR: The Stop & Shop Supermarket Company LLC
1385 Hancock Street
Quincy, MA 02169
Attn: Senior Vice President of Real Estate

ADDRESSES FOR NOTICES CONTINUED ON NEXT PAGE

with a copy under separate cover to: The Stop & Shop Supermarket Company LLC
1385 Hancock Street
Quincy, MA 02169
Attn: Vice President of Real Estate Law

If to LICENSEE: Reading Fine Wine & Spirits Inc.
P.O. Box 55998
Boston, MA. _____

Copy to: Kostas Ligris
Ligris & Assoc.
_____
_____

Notice is effective: (a) on the business day after being sent by a nationally recognized overnight courier service; or (b) three (3) business days after being sent by certified mail. A party may change its notice address by giving notice in accordance with this Section.

22. REPORTS OF GROSS SALES.

22.1. Gross Sales. The "***gross sales***" for a Premises License Agreement Year shall mean all receipts from sales of goods and services (whether by LICENSEE or by anyone claiming under LICENSEE) made in, on or from the Licensed Business Area during the Premises License Agreement Year, whether for cash or otherwise, and without regard to the manner in which such sales are made or the place at or from which the goods are delivered or the place where the services are performed or payment is made. Credit sales shall be treated as having been made for cash, in the amount of the full price, and no deduction shall be made for uncollectible accounts. Sales made through telephone, catalog or internet orders either placed in, on or from the Licensed Business Area, or shipped from the inventory located in, on or at the Licensed Business Area (or diverted from same) shall be included in gross sales.

22.2. Annual Statements. On or before June 30 of each Premises License Agreement Year (or partial Premises License Agreement Year), LICENSEE shall submit to LICENSOR a written statement of gross sales, month by month, for that Premises License Agreement Year or partial Premises License Agreement Year (as the case may be). LICENSEE'S annual statement shall be signed and certified to be complete and accurate by LICENSEE or by a principal officer of LICENSEE and shall bear an endorsement, executed by a certified public accountant, directed to LICENSOR, as follows:

> "We have examined the gross sales records of [LICENSEE'S Name]. Our examinations were made in accordance with generally accepted auditing standards and include such tests and other auditing procedures as we considered necessary under the circumstances. In our opinion, the gross sales figure of [dollar amount of gross sales] fairly represents the total gross sales (as defined in the Premises License Agreement dated [date of the Premises License Agreement]) of the above

sales

entity for the period beginning with [date] and ending with [date]."

Each statement of gross sales shall be in such form and contain such detail as LICENSOR may reasonably require.

23. NO REPRESENTATIONS. LICENSOR has made no representations or promises with respect to the Licensed Business Area except as expressly set forth in this Premises License Agreement. This Premises License Agreement contains the entire agreement between the parties hereto. Any agreements hereafter made shall not operate to change, modify, terminate or discharge this Premises License Agreement in whole or in part unless such agreement is in writing and signed by the party sought to be changed therewith.

24. CAPTIONS. All captions, headings, and paragraph numbers preceding the text of the several paragraphs of this Premises License Agreement are inserted solely for convenience of reference and shall not constitute a part of this Premises License Agreement, nor shall they affect its meaning, construction or effect.

25. RULES AND REGULATIONS. LICENSEE shall conform to all rules and regulations for the use and management of the Licensor's Premises and/or the Shopping Center which LICENSOR or the Property Owner may promulgate, from time to time. LICENSEE shall cause its employees to park their cars only in such areas (if any) as LICENSOR may from time to time designate as employee parking areas, which in LICENSOR'S full and absolute discretion may be supplemental facilities located outside the Shopping Center.

26. HAZARDOUS SUBSTANCES. LICENSEE shall not cause or permit the release of any hazardous substance/material or oil into the septic, sewage or other waste disposal system serving the Licensed Business Area, the Licensor's Premises and/or the Shopping Center, nor cause or permit the use, generation, release, disposal or storage of any hazardous substance/material or oil, provided the same is used and stored in compliance with any and all federal, state, and local laws, ordinances and regulations governing the same), nor commit or suffer to be committed in or on the Licensed Business Area any act which would require the filing of notice pursuant to applicable law. In addition, LICENSEE shall not cause or permit the transportation of any hazardous substance/material or oil to or from the Licensed Business Area without the prior written consent of LICENSOR, and then only in compliance with any and all federal, state and local laws, ordinances and regulations governing such transportation. The phrase "***hazardous substance/ material or oil***" as used in this Section shall have the same meaning as defined and used in 42 USC §9601, et seq., as the same may be amended from time to time, or as defined in any other federal, state or local laws, ordinances and regulations applicable to the Licensed Business Area, the Licensor's Premises, and/or the Shopping Center. LICENSEE shall forthwith give LICENSOR notice of the accidental or other introduction of any such hazardous substance/material or oil, or the release or threat of release from the Licensed Business Area of any such hazardous substance/material or oil.

26.1 LICENSEE'S Indemnity. LICENSEE shall indemnify, defend, and hold LICENSOR, any parent, subsidiary and affiliate of LICENSOR, the Property Owner, and their respective officers, directors, beneficiaries, shareholders, partners, agents, members, managers

5a64

and employees harmless from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including, without limitation, attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release (or the threat of release) of any hazardous substance/material or oil that occurs during the Term of this Premises License Agreement at or from the Licensed Business Area, or which arises at any time from LICENSEE'S use or occupancy of the Licensed Business Area, or from LICENSEE'S failure to provide all information, make all submissions, and take all actions required by all governmental authorities under all applicable laws, ordinances and regulations. In addition, in connection with LICENSEE'S indemnifications pursuant to this Section 26.1, LICENSEE shall be responsible for the cost of any remediation required to be performed in, on or to the Licensed Business Area, the Licensor's Premises, and/or the Shopping Center as a result of any deposit, spill, discharge, or other release (or the threat of release) of any hazardous substance/material or oil that occurs during the Term of this Premises License Agreement at or from the Licensed Business Area.

26.2. LICENSEE'S obligations and liabilities under this Section 26 shall survive the expiration or earlier termination of this Premises License Agreement.

27. SIGNS. Except for the signage shown on **Exhibit B**, attached hereto and made a part hereof, LICENSEE shall not install any signage on or about the Licensed Business Area without LICENSOR'S (and any other necessary parties) prior written consent, which consent LICENSOR may withhold in its absolute and sole discretion; provided, however, that LICENSOR hereby agrees LICENSEE may use or post any advertisement or notice in the Licensed Business Area that LICENSEE determines is appropriate in the exercise of its reasonable business judgment and that it uses in its other Licensee's Businesses.

28. SUCCESSORS AND ASSIGNS. All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective successors and assigns of said parties.

If LICENSOR assigns any part of LICENSOR'S interest in this Premises License Agreement or the License Fees payable hereunder (conditionally or otherwise) to the holder of a mortgage or deed of trust, or other lien, on the Licensor's Premises, LICENSEE agrees that neither the assignment by LICENSOR nor the acceptance thereof by such holder shall be deemed an assumption by such holder of any of the obligations of LICENSOR hereunder, unless such holder shall (a) specifically elect to do so by written notice sent to LICENSEE, or (b) take possession of the Licensed Premises, with or without the foreclosure of such holder's mortgage or deed of trust, or other lien, on the Licensor's Premises.

29. QUIET ENJOYMENT. Upon payment by the LICENSEE of the license fees herein provided, and upon the observance and performance of all covenants, terms and conditions on LICENSEE'S part to be observed and performed under this Premises License Agreement, LICENSEE shall peaceably and quietly hold and enjoy the respective Licensed Premises for the Term hereby licensed without hindrance or interruption by LICENSOR or any other person or persons lawfully or equitably claiming by, through or under the LICENSOR, subject, nevertheless, to the terms and conditions of this Premises License Agreement.

30. SCOPE AND INTERPRETATION OF PREMISES LICENSE AGREEMENT. This Premises License Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been drafted by counsel for one of the parties, it being acknowledged and agreed that both LICENSOR and LICENSEE have contributed substantially and materially to the negotiation and drafting of this License Agreement.

In interpreting this Premises License Agreement, the singular shall be deemed to include the plural and the plural shall be deemed to include the singular, all as the context may require or admit.

31. GOVERNING LAW; WAIVER OF JURY TRIAL AND COUNTERCLAIM. This License Agreement and the rights of the parties shall be governed by the laws of the state where the Licensor's Premises are located. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other. In the event of suit by the LICENSOR to collect License Fees, LICENSEE shall not interpose any counterclaim in such proceeding, provided, however, LICENSEE may assert such counterclaim in a separate action brought by LICENSEE.

32. COUNTERPARTS. This Premises License Agreement may be executed in multiple counterparts, all of the originals of which shall constitute one instrument.

33. LICENSE CONTINGENCY This Premises License Agreement is expressly contingent upon LICENSEE having secured all necessary licenses to allow for the sale of beer, wine and spirits within the Licensed Premises on or before September 1, 2016, or this Agreement shall be deemed null and void and of no force or effect.

34. RIGHT OF FIRST OPPORTUNITY If at any time during the Term of this Agreement, LICENSEE decides to sell or transfer the license issued for the sale of beer, wine or spirits within the Licensed Premises, it shall first offer to the LICENSOR the opportunity to acquire said license from LICENSEE. The written offer to LICENSOR shall include a proposed purchase price and LICENSEES commitment to assist in the transfer in all reasonable requests. LICENSOR shall have a period of thirty (30) days from receipt of LICENSEE'S to respond accepting or rejecting the opportunity, with the understanding that LICENSOR'S failure to respond within said 30 day period shall be deemed a rejection.

IN WITNESS WHEREOF, LICENSOR and LICENSEE have caused this Premises License

Agreement to be duly executed as a sealed instrument as of the day and year first above written.

THE STOP & SHOP SUPERMARKET COMPANY LLC

By: _____
Name:
Title:

READING FINE WINE & SPIRITS, INC.

By: _____
Name:
Title:

EXHIBIT A

PLAN SHOWING LOCATION OF LICENSED BUSINESS AREA – SEE ATTACHED

EXHIBIT B

LICENSEE'S SIGNAGE (Section 27)

THE LICENSEE'S SIGNAGE PLAN WILL BE ADDED TO THIS PREMISES LICENSE AGREEMENT BY A SUPPLEMENTAL AGREEMENT WHEN SAME HAS BEEN PREPARED BY LICENSEE AND APPROVED BY LICENSOR.

EXHIBIT C
(LICENSEES WORK)

5a72

CHIPOTLE MEXICAN GRILL

CHIPOTLE MEXICAN GRILL
1401 WYNKOOP STREET, SUITE 500
DENVER, CO 80202

FAX 303.390.5620
EMAIL licensing@chipotle.com

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

August 16, 2016

RE: Chipotle Mexican Grill – Liquor Policy Waiver

To Whom It May Concern:

Chipotle Mexican Grill is a national restaurant chain with more than 2,000 locations nationwide. For those locations in which we have been able to obtain a Liquor License to serve margaritas, the only cocktail we offer (besides beer), we have put in place strict policy as to how the drink must be made and severed to the customer. This policy involved providing the drink in clear plastic cups. When a margarita is ordered and a valid ID has been checked, an employee of legal age will prepare the margarita, based on a precise recipe, in a clear plastic cup, behind the counter and serve it to "dine-in" customers only. Given the fact that we have rolled out these strict procedures nationwide and do not provide glassware within any of our restaurants, we would like to request a waiver to the Town of Reading's regulation, pursuant to Policy Section 3.2.2.2 (service on appropriate ware)

Please let me know if you have any further questions. I can be reached at 303-222-6044 or licensing@chipotle.com or our attorney Matthew Fogelman at 617.559.0201.

Thank you,

William Benét
Licensing Coordinator

5b1

- If a Section 15 licensee intends to close one day per week except Sundays, such licensee must notify the Licensing Authority of such licensee's intended hours of operation.

3.2.1.22 – Breech of Policy or Conditions

For breach of any of the requirements, restrictions or conditions of this policy of license, the Licensing Authority reserves the power and right to modify, suspend, revoke or cancel the license in accordance with the law.

3.2.2 –Requirements for All:

- **Restaurant License to Expose, Keep for Sale, and to Sell All Kinds of Alcoholic Beverages to be Drunk on the Premises**

- **Restaurant License to Expose, Keep for Sale, and to Sell Wine and Malt Beverages to be Drunk on the Premises (less than 100 seats)**

All licensees for the service of alcohol, whether the holder of

- Restaurant License - All Kinds of Alcoholic Beverages
- Restaurant License - Wine and Malt Beverages (less than 100 seats)

shall, in addition to Section 3.2.1 of this policy, adhere to the following policies:

3.2.2.1 – Advertisement

No premises shall be licensed that contain any advertisement or sign upon which appears the brand name of any product sold in the establishment including wine or beer, except that signs or advertisements inside of the premises that cannot be seen from the exterior of the premises are permitted

3.2.2.2 – Requirements for Service of Food and Drink

In licensed premises, all food and drink service shall conform to the following:

- Food shall be served on china, pottery or other solid dinnerware and shall use metal silverware. No plastic or paper dinnerware or silverware is permitted.
- An establishment that has a separate and distinct take-out area may be licensed for the sale of beer and wine on the premises.
- Alcohol must be served in glass or pottery containers only. No paper, plastic or other containers will be used for service. Pitchers or carafes of beer or wine with a capacity of 750 ml or less will be permitted.

3.2.2.3 – Toilet Facilities Required

No premises shall be licensed unless toilet facilities meeting all requirements of the current edition of the State Building Code and State Sanitary Code are available to the customers of the license premises.

3.2.2.4 - List of Alternative Transportation

Licensees shall maintain a written list of the telephone numbers of local taxicab companies next to the public telephone. If there is no public telephone, the list should be available for patrons when requested.

KRAFT AND HALL, LLC
ATTORNEYS AT LAW
800 BROADWAY
P.O. Box 505715
CHELSEA, MASSACHUSETTS 02150

2016 JUL 18 AM 10: 34

SAUL P. KRAFT
DAVID M. MINDLIN
GEORGE HALL (1968-1981)
THOMAS L. HEDERSON, JR. (1968-1992)

Tel No: 617-884-8840
Fax No: 617-884-7755

OF COUNSEL
PHILIP B. LISTON-KRAFT

July 12, 2016

John R. Halsey, Chair
Reading Board of Selectmen
Reading Town Hall
16 Lowell Street
Reading, MA 01876

RE: 32 Lincoln Street, Reading, MA
Owner: James V. D'Amico, Jr., Trustee of Railroad Realty Trust

Dear Mr. Halsey:

Please be advised that this office represents James V. D'Amico, Jr., as Trustee of the Railroad Realty Trust, who has owned the premises located at 32 Lincoln Street, Reading, since 2003. As you may know, these premises are a railroad depot building and are subject to certain historical preservation restrictions which are administered and enforcable by the Town of Reading Board of Selectmen.

Of particular import at this time is the following:

> "(4)(d) the present slate roof shall be kept in good repair and retained as long as possible;"

Over the years, Mr. D'Amico has invested extensive time, effort and funds toward the maintenance and preservation of the slate roof. Unfortunately, however, it appears that the roof has reached the end of its useful life, and its preservation is no longer possible. A copy of a letter from Angelo Romano, Mr. D'Amico's roofing contractor, is enclosed herewith by way of further explanation.

Accordingly, Mr. D'Amico respectfully requests at this time that the Board waive the restriction cited above, and permit Mr. D'Amico to proceed to replace the roof in accordance with Mr. Romano's proposal. Of course, Messrs. D'Amico and Romano would be pleased to meet with the Board to present a more specific plan, together with whatever specifications and renderings the Board may request.

501

Copies of the deed into Mr. D'Amico (Railroad Realty Trust), and the previous deed which sets forth the restrictions, are enclosed for your information.

Please contact me or have your representative do so at your earliest convenience to discuss this matter further.

Thank you.

Very truly yours,

David M. Mindlin, Esq.
Email: DMindlin@kraftandhall.com

DMM/mm

Encl: (3)

CC: Mr. James V. D'Amico, Jr.

ANGELO J. ROMANO ROOFING CO.

Residential • Commercial • Industrial
19 BLOOMINGDALE STREET CHELSEA, MASSACHUSETTS 02150 (617) 884-4753

Date: July 11, 2016

To: Railroad Realty Trust

Subject: 32 Lincoln St Reading, Ma 01867

To whom it may concern: I Angelo J. Romano owner of Romano Roofing Co. 19 Bloomingdale St Chelsea, Ma 02150 have been maintaining and repairing the roof located at 32 Lincoln St Reading, Ma 01867 for over ten (10) years for the owners of Railroad Realty Trust. The current roof is a slate style roof and repairs and or maintenance of this type of roof can run upwards of $1,500 to $2,500 dollars per visit. Mr. D'Amico the owner of the building has exhausted all efforts to preserve and maintain the current roof from the time he purchased said building until present. Mr. D'Amico also has a concern with the safety of the general public where this building is located on a railroad stop. There is more than average pedestrian traffic. There have been instances in the past where loose slate has fallen to ground level damaging car windshields. Mr. D'Amico's main concern is that slate can be a very sharp object and can cause severe bodily injury and possibly a fatality. To the best of my opinion I feel the roof is in severe need of replacement at this time. The new roof will consist of an architectural style asphalt shingle which will help in keeping the look of the building elegant to aesthetics. The purchase of a new roof will not only benefit Mr. D'Amico and his property but the Town of Reading as a whole as pedestrians can pass through the property safely. Any questions regarding the matters please do not hesitate to call.

Sincerely

Angelo J. Romano

Angelo J Romano

3

Bk: 40263 Pg: 275
Recorded: 08/01/2003
Document: 00001083 Page: 1 of 3

DATE 8/1/03 NO. 1083

QUITCLAIM DEED

GRANTOR: JOSEPH W. CUNNINGHAM, TRUSTEE OF 32 LINCOLN STREET REALTY TRUST w/d/t dated December 20, 2001, and recorded with Middlesex (South)Registry of Deeds in Book 34383, Page 259.

OF: STONEHAM, MIDDLESEX COUNTY, MASSACHUSETTS

FOR CONSIDERATION OF: SIX HUNDRED SIXTY-SIX THOUSAND FIVE HUNDRED and 00/100 ($666,500.00) DOLLARS

GRANT TO: JAMES V. D'AMICO, JR., TRUSTEE OF RAILROAD REALTY TRUST w/d/t dated July 31, 2003 and recorded herewith.

OF: 473 BROADWAY, CHELSEA, MASSACHUSETTS 02150

WITH QUITCLAIM COVENANTS

Property Address: 32 Lincoln Street, Reading, Massachusetts 01867

The land with the buildings and improvements thereon situated on the northerly side of Lincoln Street, Reading, Middlesex County, Massachusetts bounded and described as follows:

Beginning at a point, said point being on the northeasterly sideline of Lincoln Street;

Thence North 59 14 '46" West, one hundred thirty-five and 01/100 (135.01) feet along the northeasterly sideline of Lincoln Street, to a point;

Thence North 65 46' 47" West, a distance of two (2.00) feet along the northeasterly sideline of Lincoln Street, to a point;

Thence North 30 45' 14" East, a distance of forty and 78/100 (40.78) feet to a point;

MASSACHUSETTS EXCISE TAX
Middlesex North ROD #14 001
Date: 08/01/2003 10:18 AM
Ctrl# 005992 32659 Doc#
Fee: $3,039.24 cons: $666,500.00

KRAFT AND HALL
ATTORNEYS AT LAW
800 BROADWAY
P.O. BOX 505715
CHELSEA, MA 02150

5C4

Thence South 59 14' 46" East, a distance of one hundred thirty-seven and 00/100 (137.00) feet to a point;

Thence South 30 45' 14" West, a distance of forty and 55/100 (40.55) feet, to a point, said point being the point of beginning.

Said parcel of land containing five thousand five hundred fifty-five and 75/100 (5,555.75) square feet, more or less.

Being the land shown on the plan recorded in said Deeds, as Plan 521 of 1985 and entitled "Plan of Land in Reading, Mass.; Scale: 1 IN = 20 FT April 21, 1985". Said land is also shown as Lot B on Plan 520 of 1985. Said land being a portion of the premises described in the November 8, 1960 Deed from the Boston and Maine Railroad to the Town of Reading recorded at the Middlesex South District Registry of Deeds in Book 9713, Page 551 (the "1960 Boston and Maine Deed") (the "Premises").

There is specifically excluded from this conveyance any and all tracks, sidetracks, trackage materials, signals, pipes, poles, wires, cables, underground facilities and other appurtenances presently located on the Premises and which are necessary for the operation of the Boston and Maine Railroad in the 1960 Boston and Maine Deed.

This conveyance is made subject to and with the benefit of easements, restrictions, covenants and reservations of rights of record, including but not limited those contained or referenced in the Deed from the Town of Reading, Massachusetts dated July 29, 1988, recorded at Middlesex South District Registry of Deeds Book 16356, Page 60.

All easements, restrictions, covenants and reservations of rights in this Deed are covenants running with the land and are imposed for the benefit of the land and for the benefit of other land in and to the Inhabitants of the Town of Reading, Massachusetts.

There is appurtenant to the within conveyance the right in Grantee, its successors and assigns and invitees to use in common with others lawfully entitled thereto, for parking purposes, the currently existing public off-street parking facilities located on certain portions of the land described in the 1960 Boston and Maine Deed, excluding the area of the Premises conveyed to Grantee, so long as such remains a public off-street parking facility. Said parking facility is located on Lot A shown on Plan 520 of 1985 recorded at said Deeds.

505

For Grantor's title see Deed of Joseph W. Cunningham dated December 20, 2001 and recorded with the Middlesex (South) Registry of Deeds in Book 34383, Page 262.

Executed as a sealed instrument this 30th day of July, 2003.

Joseph W Cunningham Trustee

Joseph W. Cunningham, Trustee

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

July 30th, 2003

Then personally appeared the above-named Joseph W. Cunningham and acknowledged the foregoing instrument to be his free act and deed, before me

Phyllis Larkin

Notary Public

My Commission Expires: October 21st 2005

PHYLLIS LARKIN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 21, 2005

BK 16556 PG 060

DEED

The Town of Reading, Massachusetts, also known as the Inhabitants of the Town of Reading, of 16 Lowell Street, Reading, Middlesex County, Massachusetts, a municipal corporation established under the laws of the Commonwealth of Massachusetts ("Grantor"), for consideration paid and in full consideration of One Hundred Twenty-Five Thousand ($125,000.00) Dollars the receipt of which is hereby acknowledged, does hereby grant to James M. Joly, David E. Hurley and Richard J. Simeone, as Trustees of Stationhouse Realty Trust, under Declaration of Trust dated February 25, 1985, recorded in Middlesex South District Registry of Deeds herewith of 348 Main Street, Reading, MA. 01867 ("Grantee"), with Quitclaim Covenants the land with the buildings and improvements thereon situated on the northerly side of Lincoln Street, Reading, Middlesex County, Massachusetts bounded and described as follows:

Beginning at a point, said point being on the Northeasterly sideline of Lincoln Street;

Thence NORTH 59° 14' 46" WEST, One hundred thirty-five and 01/100 (135.01) feet along the Northeasterly sideline of Lincoln Street, to a point;

Thence NORTH 65° 46' 47" WEST, a distance of Two (2.00) feet along the Northeasterly sideline of Lincoln Street, to a point;

Thence NORTH 30° 45' 14" EAST, a distance of Forty and 78/100 (40.78) feet to a point;

Thence SOUTH 59° 14' 46" EAST, a distance of One hundred thirty-seven (137.00) feet to a point;

Thence SOUTH 30° 45' 14" WEST, a distance of Forty and 55/100 (40.55) feet, to a point, said point being the point of beginning.

Said parcel of land containing Five thousand five hundred fifty-five and 75/100 (5,555.75) square feet, more or less.

08/13/85 02:44 TR 607 RE 30.00

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Being the land shown on the plan recorded in said Deeds as Plan 521 of 1985 and entitled: "Plan Of Land In Reading, Mass. Scale 1 IN 20 FT April 21, 1985. Said land is also shown as Lot B on Plan 520 of 1985. Said land being a portion of the premises described in the November 8, 1960 deed from the Boston and Maine Railroad to the Town of Reading recorded at the Middlesex South District Registry of Deeds in Book 9713, Page 551 (the "1960 Boston and Maine Deed") (the "Premises").

There is specifically excluded from this conveyance any and all tracks, sidetracks, trackage materials, signals, pipes, poles, wires, cables, underground facilities and other appurtenances presently located on the Premises and which are necessary for the operation of the Boston and Maine Railroad or the Massachusetts Bay Transportation Authority as a railroad, as the same were reserved unto the Boston and Maine Railroad in the 1960 Boston and Maine Deed.

This conveyances is made subject to and with the benefit of the following easements, restrictions, covenants and reservations of rights:

(1) The rights reserved unto the Boston and Maine Railroad, its successors, assigns and patrons in the 1960 Boston and Maine Deed.

(2) By the acceptance of this deed and as part consideration therefor, the Grantees hereby covenant and agree on their behalf and on behalf of their successors and assigns that they will maintain in the location of the present depot building on the Premises for the use by the Boston and Maine Railroad, its successors, assigns and patrons, the following passenger stations,

508

facilities and services: a heated and lighted waiting room for use of passengers such as may reasonably be necessary, such office and toilet facilities as may be reasonably necessary for a Station Agent, and removal of all accumulations of ice and snow at all reasonable time from accumulation upon such platform areas and such access ways as may be necessary to reach the aforementioned waiting rooms or facilities; all to be without cost to the Boston and Maine Railroad, its successors and assigns. Provided, however, that the Grantees shall have the right to erect a waiting room facility and such other facilities on other proximate land of Grantor provided that all governmental assents to the relocation of such waiting room facility have been obtained from or by the Boston and Maine Railroad or its successors and assigns; and provided that the exterior design and size of said waiting room facility shall be subject to the prior written approval of the Board of Selectmen of the Town of Reading; and provided further that the actual location of any such new waiting room facility shall be as mutually agreed upon between the Grantor and Grantee, their successors and assigns; that such facility shall be erected solely at the cost of the Grantee; and that upon completion of said construction, the ownership and control of said new waiting room facility shall be conveyed to the Grantor and thereupon Grantor shall be responsible for the maintenance and continuation of that waiting room facility in accordance with the obligations contained in the 1960 Boston and Maine Deed.

(3) All other covenants set forth in the 1960 Boston and Maine Deed to the extent they refer to the Premises and to the extent they have not been otherwise released or waived by the Boston and Maine Railroad, its successors and assigns.

(4) The following historical and preservation restrictions imposed pursuant to the authority of General Laws Ch. 184, §§ 31 and 32 which restrictions shall be unlimited as to time and are imposed for the preservation of the depot building currently located upon the Premises conveyed hereby which building is historically significant. The Grantees by their acceptance of this deed and as part consideration therefor covenant and agree on their behalf and on behalf of their successors and assigns that: As to the exterior of the depot building on the Premises conveyed hereby: (a) the present roofline and eave overhang shall be preserved, allowing only for the installation of necessary roof venting; (b) the exterior wall pilasters and knee braces shall be retained; (c) the wooden clapboard siding shall be retained with all repairs being made in kind; (d) the present slate roof shall be kept in good repair and and retained as long as possible; (e) the historic wooden eaves trim shall be reintroduced, if at all possible; (f) the present historic doors shall be repaired and retained and all other exterior doors shall be replaced with stylistically compatible doors and locks, however, the location of the exterior door and window on the southeasterly end of the building may be reversed; (g) present window sashes shall be repaired and retained; if windows must be replaced, the

5010

arrangements of muntins and colored panes shall be replicated if possible, however, unobtrusive storm windows will be permitted; and (h) all changes in the exterior color scheme must be approved by the enforcing agency of these restrictions and only exterior signage that is compatible with the building's character shall be used.

As to the interior of said depot building: (a) no less than two hundred and forty (240) square feet of contiguous ceiling area of the original materials shall be preserved in the public area, however, lighting and ventilation fixtures may be installed in such area; (b) all reasonable efforts shall be made to maintain and utilize existing window and door trim; (c) the flooring shall be refinished and preserved to the extent possible; (d) the bay window area shall be maintained with original materials; (e) the orignal interior wall covering on the northwesterly wall of the depot building shall be maintained; and (f) a portion of the existing ticket booth shall be retained and utilized in the public areas of the building, however, it may be modified and relocated. The Board of Selectmen of the Town of Reading shall administer the provisions of these preservation restrictions and the Board of Selectmen or their designee may enter the building on the Premises at least once a year to inspect the Premises to determine compliance with these restrictions. A breach of these preservation restrictions shall not give rise to a reverter of title, however the Grantor may seek equitable relief and/or monetary damages to restore the Premises in the event of the breach

5011

of any of these restrictions, and if the Town of Reading prevails the violator of the preservation restrictions shall pay court costs and all legal fees.

(5) The Grantor reserves unto itself the perpetual right and easement to construct, install, inspect, repair, renew, replace, operate and maintain sewers, drains and watermains with manholes, pipes, conduits and other appurtenances thereto and to do all acts incidental thereto in, through and under the eighteen (18') foot easement for water main shown on the April 21, 1985 plan recorded at said Deeds as Plan 521 of 1985.

All easements, restrictions, covenants and reservations of rights in this deed are covenants running with the land and are imposed for the benefit of the land and for the benefit of other land in and for the Inhabitants of the Town of Reading, Massachusetts.

There is appurtenant to the within conveyance the right in Grantee, it successors, assigns and invitees to use in common with others lawfully entitled thereto, for parking purposes, the currently existing public off-street parking facilities located on certain portions of the land described in the 1960 Boston and Maine Deed, excluding the area of the Premises conveyed to Grantee, so long as such remains a public off-street parking facility. Said parking facility is located on Lot A shown on Plan 520 of 1985 recorded at said Deeds.

There has been full and strict compliance with the provisions of General Laws Ch. 44, §63A. This conveyance is authorized by the vote of the Reading Adjourned Subsequent Town Meeting on

5C12

December 1, 1983 by vote under Article Twenty-six of the Warrant therefor.

IN WITNESS WHEREOF, the said Town of Reading, has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered and the covenants, restrictions, reservations of rights and easements set forth therein to be imposed thereby in its name and on its behalf by the undersigned being all the members of the Board of Selectmen of the Town of Reading, thereto duly authorized, without personal liability for any of the members thereof, in any event, this 29th day of July, 1985.

TOWN OF READING, MASSACHUSETTS

By: its Board of Selectmen

Paul C. Dustin, Chairman

John H. Russell

Paul E. Landers

Mary S. Ziegler

Eugene R. Nigro

5013

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss July 29 1985

Then personally appeared the above-named Paul C. Dustin, Paul E. Landers, Eugene R. Nigro, John H. Russell and Mary S. Ziegler, as they are the Board of Selectmen of the Town of Reading, acknowledged the foregoing instrument to be their free acts and deeds as such Selectmen on behalf of the Town of Reading, before me

Notary Public
My Commission Expires: MAR 14, 1991

Acceptance of covenants, easements, reservations of rights and restrictions set forth herein.

STATIONHOUSE REALTY TRUST

By: James M. Joly, Trustee
James M. Joly, Trustee

By: David E. Hurley, Trustee
David E. Hurley, Trustee

By: Richard J. Simeone
Richard J. Simeone, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss August 13, 1985 ~~July~~, 1985

Then personally appeared the above-named James M. Joly, David E. Hurley and Richard J. Simeone, Trustees of Stationhouse Realty Trust, and acknowledged the foregoing instrument to be their free acts and deeds, as such Trustees, before me

Notary Public
My Commission Expires:
Nov. 9, 1990

5C14

Preservation restrictions approved under General Laws Ch. 184 §32.

MASSACHUSETTS HISTORICAL COMMISSION

By: Valerie A Talmage

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

August 12 July , 1985

Then personally appeared the above-named Valerie Talmage, Executive Director of the Massachusetts Historical Commission and acknowledged the foregoing instrument to be said Commission's free act and deed, before me

Elsa M. FitzGerald
Notary Public
My Commission Expires:
November 3, 1989

5C15

LeLacheur, Bob

From: J Raymond Miyares <ray@miyares-harrington.com>
Sent: Sunday, August 21, 2016 2:59 PM
To: LeLacheur, Bob
Cc: Delios, Jean; Eric Reustle
Subject: Re: Slate roofs

Bob:

The building in question does not appear to be in either of the historic districts, and the work proposed does not include "pulling down, destroying, removing or razing a structure…which work would require a Demolition Permit." So it appears that the Historic Districts Bylaw and the Demolition Delay Bylaw do not apply. Instead, the preservation restriction in the deed appears to be the only restriction on the property, and the BOS is the only board with oversight authority.

The roof restriction provides: "(d) the present slate roof shall be kept in good repair and retained as long as possible…." Unlike some other building elements specified in the deed that must be preserved or replaced in-kind, the roof restriction does not require an in-kind replacement after the existing roof can no longer be maintained. That said, the contractor's letter that was submitted with the request does not specify a reason that the roof cannot be repaired and retained. The BOS should therefore seek additional information from the applicant as to whether or not the roof is truly past its useful life and repair is no longer possible.

Ray

J. Raymond Miyares
MIYARES AND HARRINGTON LLP
40 Grove Street • Suite 190 • Wellesley, MA 02482
Tel 617-489-1600 • Fax 617-489-1630
www.miyares-harrington.com

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On Jul 18, 2016, at 2:42 PM, LeLacheur, Bob <blelacheur@ci.reading.ma.us> wrote:

Hi Ray,

How would you advise me to proceed taking this to the Board of Selectmen? Let me know if there is other paperwork needed. I expect the Historical Commission will have a huge amount of interest in this, so I've copied Jean.

Thanks,
Bob

5c16

Robert W. LeLacheur, Jr. CFA
Town Manager, Town of Reading
16 Lowell Street, Reading, MA 01867
townmanager@ci.reading.ma.us
(P) 781-942-9043;
(F) 781-942-9037
www.readingma.gov

Town Hall Hours:
Monday, Wednesday and Thursday: 7:30 a.m - 5:30 p.m.;Tuesday: 7:30 a.m. - 7:00 p.m.; Friday: CLOSED

<RR Realty Trust.pdf>

3C17

	Subsequent Town Meeting - November 2016			
Art. #	Article Description	Sponsor	Details	Notes
1	Reports	Board of Selectmen	375th Celebration - Moderator Alan Foulds	
			Municipal Light Department - General Manager Coleen O'Brien	
			School Department annual report - Superintendent Dr. John Doherty	
			Motion to Table -	
2	Instructions	Board of Selectmen	Motion to Table -	
3	Amend the Capital Improvement Program FY 2017 - FY 2027	Board of Selectmen	Presentation - Town Manager Bob LeLacheur	
			FINCOM Report -	
4	Dispose of Surplus	Board of Selectmen	Presentation - Bob LeLacheur	
			FINCOM Report -	
5	Rescind Library Debt Authorization – Premium Received	Board of Selectmen	Presentation - Town Accountant Sharon Angstrom	
			FINCOM Report -	
6	Increase Library Debt - Cost of Project	Board of Selectmen	Presentation - Bob LeLacheur	
			FINCOM Report -	
7	Amend the FY 2017 Budget	FINCOM	Presentation - Bob LeLacheur	
			FINCOM Report -	
8	Approve Payment of Prior Year's Bills	Board of Selectmen	Presentation - Sharon Angstrom	9/10 vote
			FINCOM Report -	

5 of 1

	Subsequent Town Meeting - November 2016			
Art. #	Article Description	Sponsor	Details	Notes
9	Rescind Debt Authorization	Board of Selectmen	Presentation - Town Accountant Sharon Angstrom	
			FINCOM Report -	
10	Transferring Previous Debt Authorization	Board of Selectmen	Presentation - Sharon Angstrom	
			FINCOM Report -	
11	Increase Retirement Cost of Living Base	Retirement Board	Presentation - Tom Clough, Assistant Chair Reading Retirement Board	
			FINCOM Report -	
12	Abandon Drainage Easements – 21 Hunt Street and 26 Lee Street	Board of Selectmen	Presentation - Bob LeLacheur	
			FINCOM Report -	
13	Abandon Streets – Oakland Road	Board of Selectmen	Presentation - Bob LeLacheur	
			FINCOM Report -	
14	Authorize Sale of Real Estate – Oakland Road	Board of Selectmen	Presentation - Bob LeLacheur	
			FINCOM Report -	
15	General Bylaw - Authorize Town Clerk to make non-substantive corrections to bylaws (GBL 1.4)	Board of Selectmen	Presentation - Town Counsel Ray Miyares	
			Bylaw Committee Report -	
16	General Bylaw - Authorize Revolving Funds (new GBL 6.6)	Board of Selectmen	Presentation - Ray Miyares	

	Subsequent Town Meeting - November 2016			
Art. #	Article Description	Sponsor	Details	Notes
			Bylaw Committee Report -	
17	General Bylaw - Stormwater Management and Erosion Control (new GBL 7.9)	Board of Selectmen	Presentation - Ray Miyares	
			Bylaw Committee Report -	
18	General Bylaw - Establish Department of Public Works (new GBL 8.5.1, renumber thereafter)	Board of Selectmen	Presentation - Ray Miyares	
			Bylaw Committee Report -	
19	General Bylaw - Temporary Repairs on Prviate Ways (new GBL 8.5.3, renumber thereafter)	Board of Selectmen	Presentation - Ray Miyares	
			Bylaw Committee Report -	
20	General Bylaw - Establish Stormwater Utility (new GBL 8.5.9)	Board of Selectmen	Presentation - Ray Miyares	
			Bylaw Committee Report -	
21	General Bylaw - Illicit Connections and Discharges to Storm Drain System (new GBL 8.12)	Board of Selectmen	Presentation - Ray Miyares	
			Bylaw Committee Report -	
22	Zoning Bylaw - Community Planning and Development Commission (ZBL 4.3)	CPDC	Presentation -	2/3 vote
			CPDC Report -	
			Bylaw Committee Report -	

	Subsequent Town Meeting - November 2016			
Art. #	Article Description	Sponsor	Details	Notes
23	Zoning Bylaw - Site Plan Review (ZBL 4.6)	CPDC	Presentation -	2/3 vote
			CPDC Report -	
			Bylaw Committee Report -	
24	Zoning Bylaw - Pet Grooming (ZBL 5.3.1 and associated definition)	CPDC	Presentation -	2/3 vote
			CPDC Report -	
			Bylaw Committee Report -	
25	Zoning Bylaw - Special Home Occupation (ZBL 5.3.2 and 5.6.7 annd associatied definition)	CPDC	Presentation -	2/3 vote
			CPDC Report -	
			Bylaw Committee Report -	
26	Zoning Bylaw - Accessory Apartments (ZBL 5.4.7.3(b))	CPDC	Presentation -	2/3 vote
			CPDC Report -	
			Bylaw Committee Report -	
27	Zoning Bylaw - Accessory Buildings or Structures (ZBL 5.5)	CPDC	Presentation -	2/3 vote
			CPDC Report -	
			Bylaw Committee Report -	
28	Zoning Bylaw - Lot Shape (ZBL 6.2.1)	CPDC	Presentation -	2/3 vote
			CPDC Report -	
			Bylaw Committee Report -	

3F4

	Subsequent Town Meeting - November 2016			
Art. #	Article Description	Sponsor	Details	Notes
29	Zoning Bylaw - Signs (ZBL 8.0)	CPDC	Presentation -	2/3 vote
			CPDC Report -	
			Bylaw Committee Report -	

5F5

Reading 2020

FY17 Groups

			Financial Sustain-ability R2020-1	Operational Efficiency R2020-2	Communi-cation R2020-3	Policy R2020-4	Long Term Planning R2020-5
John Halsey	BOS	Ch	xxx				
Kevin Sexton	BOS	VCh			xxx		
Barry Berman	BOS	Sec					xxx
John Arena	BOS					xxx	
Dan Ensminger	BOS			xxx			
Bob LeLacheur	Adm Svc	TM	**Chair**	xxx	xxx	xxx	xxx
Jean Delios	Pub Svc	DH		xxx			**Chair**
Sharon Angstrom	Finance	DH	xxx	**Chair**			
Matt Kraunelis	Adm Svc	DH			**Chair**	xxx	
Greg Burns	Fire	DH				**Chair**	
Mark Segalla	Police	DH				xxx	
Amy Lannon	Library	DH			xxx		
Jeff Zager	DPW	DH			xxx		
Joe Huggins	Facilities	DH					xxx
Allison Jenkins	Adm Svc	purch		xxx		xxx	
Dave Clark	Police	ADH			xxx		
Jane Kinsella	DPW	ADH				xxx	xxx
Jayne Miller	Adm Svc	busn	xxx		xxx		
Jessie Wilson	Pub Svc	EDL		xxx			xxx
John Feudo	Pub Svc	ADH			xxx		
Judi Perkins	Adm Svc	ADH				xxx	
Julie Mercier	Pub Svc	ADH					xxx
Kevin Cabuzzi	Facilities	ADH		xxx			
Kevin Furilla	Adm Svc	tech		xxx	xxx		
Library (open)	Library	tba					xxx
Nancy Heffernan	Finance	ADH	xxx				
Paul Jackson	Fire	ADH			xxx		
Paula Schena	Adm Svc	ExSec				xxx	
Victor Santaniello	Finance	Asr	xxx				

5G1

Reading 2020 FY17 Working Groups & Goals

08/29/16

R2020-1	**Financial Sustainability** **LeLacheur Chair; Angstrom, Miller, Heffernan, Santaniello; Halsey**
Goal #1	**Comprehensive financial review through FY2025 & FY2030** ***100% Complete.*** *Financial review modelling done through 2030; extensive public review & discussion.*
Goal #2	**Local Real estate Tax Policy** ***100% Complete.*** *Home Rule Petition designed for September Town Meeting; extensive public discussion.*
Goal #3	**Projects outside of Tax Levy** ***50% complete.*** *This goal is to identify projects and plan a strategy moving forward. In the September Town Meeting Capital Plan (blue pages), the Facilities department now under Town control is presenting better financial information. A first section shows Excluded Debt/Capital projects that have been approved or are on the table. At present we have Killam, the DPW garage and a new item to look at the cost of airconditioning RMHS. There are NO plans to do so, but it may one day be worth exploring, especially in light of possible summer revenue opportunities. Killam and the DPW items are much more active: the Board will receive an Executive Session update this winter on DPW; Killam is awaiting word from the state/MSBA as to a recent building audit - it may climb up and be closer to MSBA funding. A future Killam project should take into account school space needs (ie add a floor) and the Permanent Building Committee will oversee this work, up until such time School members are added as required either by local Bylaw or MSBA requirements.*
Goal #4	**Gather feedback from the Community on the balance of resources and services** ***100% Complete.*** *Three Community Listening Meeings held; September 1st Community Financial Forum is planned. If an October Override fails, this topic may need revisiting for FY18 budget cuts?*
Goal #5	**Provide Information to the Community** ***75% Complete.*** *Several public meetings have been held and extensive douments have been released and reviewed. Overviews written on both Senior Tax Relief and the Override for September TM. Town Manager released STR article to the press. Now that decisions are made, the wesbite is the last step in providing a repository of answers to FAQs.*

R2020-2	**Operational Efficiency** **Angstrom Chair; Delios, Jenkins, Furilla, Cabuzzi, LeLacheur; Ensminger**
Goal #6	**Resource sharing with other communities & organizations** *The Town is always looking for regionalization opportunities to provide greater efficiency and cost savings. Currently, the Assessor positon in regionalized with Wakefield. In FY16 a Regional Housing Coordinator was hired. This position is shared with Saugus, N. Reading and Wilmington. In FY17 efforts are being made to Regionalize the Animal Control Officer with N. Reading. Additional efforts will be made to identify other areas where regionalization would be beneficial.*
Goal #7	**Master Plan for Human/Elder Services** ***25% complete.*** *The Town is in the process of finalizing a contract with UMass Boston Gerontology Institute to complete a Master Plan for Elder Services. This will be combined with the survey by the MAPC into a final plan. Depending upon with the contract is finalized the Plan should be completed by late winter.*
Goal #8	**Gather internal operations data** ***25% complete.*** *In preparation of the FY17 warrant book, each department added more charts and graphs to provide more data related to department operations to share with the public. Additional efforts will be made to measure volume, efficiency and performance for each department.*
Goal #9	**Conduct Peer comparisons as warranted & relevant** ***25% complete.*** *The Business Administrator is working with an Economic Development Liaison (see Goal #22 below) to establish a framework to conduct Peer Community analysis. This will cover both quantitative data as well as qualitative information. The organization has conducted several past Peer Community evaluations - ranging from staffing studies, to compensation studies, to tax policy and community wealth & demographics. This project should be completed by the winter 2017 and will serve as the model to conduct further work. Sometimes community participation is a key part in this work, and because everyone is busy, p[articiaption is often low. A part of this effort will be to incent other communties to participate by gaining access to our information.*
Goal #10	**Continue to integrate and leverage technology** ***25% complete.*** *An employee committee that involved most departments has completed the review of our R911 vendor (Everbridge) and suggested a change in the fall 2016. We are still investigating some of the details. This change will serve as a baseline for further work on this goal.*

R2020-3	Communication Kraunelis Chair; Lannon, Zager, Miller, Furilla, Jackson, Clark, Feudo, LeLacheur; Sexton)
Goal #11	**Review Selectmen's Policies - Article 2 Appointed Boards** ***25% complete.*** *Administrative Services staff has at least completed a first pass, and once the full group meets they will receive these recommendations. When the group is done, a final version will be passed along to the Town Manager for discussion with the Selectmen.*
Goal #12	**Improve communications between Appointed Boards & both BOS and the community** ***5% complete.*** *Some ideas that the group is considering are: scheduling a joint meeting during a slow period of the year or immediately following Annual Town Elections with a consultant from MMA who can lead a conversation and training in board communication. 2) auto mailing out minutes from meetings so that the boards can independently keep each other on track. 3) Encouraging breakfasts or other informal meetings between board leadership and the Town Manager/ staff liaison where there is more cross-board conversation going on at a high level.*
Goal #13	**Cable Negotiations: complete by November 2018** ***5% complete.*** *We have solicited feedback from area towns and from Town Counsel on what legal help to enlist. We have collected all legal contracts and are reviewing the agreement with RCTV. In the fall of 2016 we will ask the Board to form an ad hoc Committee, which will be tasked with negotiating a new contract. We will also need a lefgal budget at some point, as yet undermined but possibly Nov. 2016.*
Goal #14	**Website continuous improvements** ***25% complete.*** *A migration to a new software under the same vendor allows for handheld devices to have much better functionality with the website. Following this transition, departments are reviewing their portions of the website to make sure ocntent is current and accurate. The Town may have too much information available, compared to Peer Communities. More attention to navigation is needed. The group considers the monitoring of content to be more a management issue and will develop rubrics.*
Goal #15	**Complete Library Building project and Assess Communication needs** ***75% complete.*** *The Library Building project has been extremely challenging and certainly shows the wisdom of creating a Permanent Building Committee to oversee any future projects. The Town acquired the services of a good Owner's Project Manager, but a large portion of work has fallen on the shoulders of the Facilities Director, Assistant DPW Director and Town Manager in descending order. Future projects should consider town staffing to ensure that a strong inside hands remains in control, in conjunction with the PBC. Technology staff have worked with the Interim Library Director to ensure that the new building will have solid modern technolgy. Some desired resources have been pared because of project budget, and can be acquired through other means in the future. Library staff and Administrative Services have worked collabortively on move & reopening communication plans.*

R2020-4	Policy Burns Chair; Kraunelis, Segalla; Jenkins, Kinsella, Perkins, Schena, LeLacheur; Arena)
Goal #16	**Targeted Review of General Bylaws (Nov '16 Town Meeting)** ***50% Complete.*** *Three General Bylaws suggested by Town Counsel are scheduled for November Town Meeting; the Bylaw Committee expects to fulfill their obligation under the Charter to propose changes at Annual Town Meeting next spring for any Bylaw changes required due to past Charter changes. The three November Bylaws include: one to allow the Town to make minor repairs on private ways; one for a Storm water Enterprise Fund; and one to allow the Town Clerk to make non-substantive changes, such as renumbering sections. Note the first two establish a better legal foundation for past practices.*
Goal #17	**Review Selectmen's Policies - Article 1 Operating Procedures/Charter** ***Not started.*** *Probable timeframe is to begin in early 2017.*
Goal #18	**Review Selectmen's Policies - Article 3 Licenses** ***25% Complete.*** *Discussion with Town Counsel was prioritized two areas for quick resolution: Section 3.2 Liquor License Policy and Section 3.4 Issuance of Class I, II and III Motor Vehicle Lisenses. The Board is familiar with 3.2, but we have not been enforcing a Town Meeting approved fingerprinting requirement under 3.4. The new Police recommendation this requirment be enforced going forward. Recall several used car dealers that have been in town for decades objected to this requrement.*
Goal #19	**Complete Legal Review of all union collective bargaining contracts** ***Not started.*** *Labor Counsel and department heads are ready to begin, and the Town Manager has discussed a role for the retired HR Administrator who has unique knowledge and an historical insight into past negotiations. This work will begin in late September 2016 and should be completed by early 2017 in time for collective bargainning to begin.*
Goal #20	**Complete Review of Town Personnel Policies** ***50% Complete.*** *An employee committee has been meeting to discuss these policies for over one year. In terms of attracting and retaining employees, policies and compensation both play key roles. The Town Manager has had one brief overivew meeting recently with the HR Director to see the scope of work by the employee committee, and estimates Board of Selectmen review in early 2017, after the FY18 budgets are completed.*

R2020-5	**Long Term Planning** **Delios Chair; LeLacheur, Huggins, Kinsella,** Library ADir/Dir (open)**, Mercier; Berman**
Goal #21	**Economic Development - Downtown(zoning, parking, initiatives/projects)** ***25% Complete.*** *The foundation for many of these initiatives has been laid (i.e., 2009 Parking Study; the EDSAT; the recent Ec Dev Action Plan; drafts of various grant applications for implementation of parking* strategies, wayfinding/branding in batter's box; prior (and planned future) community/business *outreach meetings led by CPDC, BOS, Planning staff; established connections to outside resources and* consultants). Work is ongoing, discussions take place daily, and ideas percolate frequently. *Extensive discussion at PTTTF meetings; next step is continuing community outreach, which is in the planning stages for January/February 2017 downtown area meetings. Extension of 40R or other zonings changes impacts this discussion; parking availability is a major concern.*
Goal #22	**Economic Development - Other Priority Development areas (zoning, marketing)** *See comments under Goal #9 for a discussion of Peer Community research; an Economic Development Liaison (the former Community Services Director) was hired to work on this project to establish a solid foundation of information for future use by the full time Economic Development Coordinator. That hiring process is scheuled to begin after the summer ends with a goal of a hire by the end of 2016.*
Goal #23	**Economic Development - Housing (zoning, demographics, projects)** ***Difficult to measure.*** *The town currently has five 40B projects including a past approval at 45 Beacon Court that has not moved forward; a spring 2015 application to the state that has not been approved for Lyle Estates (meanwhile a 4-lot subdivision is being reviewed by CPDC); an August 2015 project that received state PEL approval for Reading Village near the train depot where progress has been made but is slow; Schoolhouse Commons which is under review by the state (former St. Agnes school); and a large multifamily project at a site where further disclosure is expected this winter. Meanwhile the town has adopted a Housing Production Plan and is considered a model 40R community by the state. The Selectmen and CPDC are considering expansion of the 40R district. The Metro North Reg'l Housing Svcs Office is led by Reading and includes North Reading, Wilmington and Saugus working collaboratively.*
Goal #24	**Assess condition of Town infrastructure (Bldgs -existing/space needs; roads; wtr/swr)** ***25% Complete.*** *Security systems evaluation $125k project is underway after a vendor selection process was completed; PBC has completed OPM selection for Cemetery building and is about to move on to the designer selection; now that summer work in the school buildings is complete and a new (and former) Assitant Director has been added, focus will turn to inventory/assessment of all buildings. In terms of infrastructure, the capital plan for the Enterprise Funds was not revised for September Town Meeting pending some decisions - this will be ready for November Town Meeting.*
Goal #25	**Assess status of all Town owned land (include Oakland Road)** ***50% Complete.*** *Town Counsel has completed an evaluation of Oakland Road, including all relevant documents and past Town Meeting actions. Two articles are suggested for November Town Meeting: one will clear up the paper streets and make the parcels available to be sold; the other will ask Town Meeting to authroize the Board of Selectmen to sell the land. The Town Manager has been meeting with a potential buyer that may visit the Board this fall - the use would be perfect for the site.*

Town of Reading
Employee Performance Review

NAME:	Bob LeLacheur	POSITION TITLE:	Town Manager
DEPARTMENT:	Administrative Services	DIVISION:	Town Manager
SUPERVISOR:	Board of Selectmen	DATE OF REVIEW:	September 2016

INTRODUCTION

The annual performance review is a communication tool designed to help employees understand their roles, continue to learn, and participate in the improvement of the organization. The substance of the program is a focus on communication between employees and supervisors.

This document is built on the following assumptions:

- Employees need to know what is expected of them and how their supervisor views their performance.
- Employees want to work, do a good job, and take responsibility.
- Motivation to contribute and achieve requires a sense of purpose.
- Employees and supervisors are partners in this discussion.

Each annual review is confidential and is not public record.

OBJECTIVES OF THE PERFORMANCE REVIEW PROGRAM

- Enhance communication between an employee and a supervisor.
  Dialogue should be continuous during the year and may include coaching, guiding, and clarification of job responsibilities within the context of larger organizational goals. This Review form is a summary of the year's efforts in this regard, and is a formal written record of that summary.

- Develop employees.
  Identify interests in professional development and opportunities for development. This may be related to either current or future positions within the organization.

- Support continuous quality improvement throughout the organization.
  Emphasis should be on guiding and empowering employees

4-30-08

5h1

Employee Performance Review

Part I: List Objectives/Projects from the previous review period. Use this section to briefly explain positive results, delays in success.

See attached Reading 2020 FY17 Working Group & Goals

Part II: Employee Core Competencies: *The following items represent important skills and competencies related to this employee's primary job functions and the supervisor's perspective on the employee's level of attainment.*

	Competency Area	**Below Standard**	**Meets Standard**	**Exceeds Standard**
1.	Customer Service			
2.	Communication			
3.	Quality of Work			
4.	Dependability/Reliability			
5.	Skills/Knowledge			
6.	Productivity			
7.	Judgment			
8.	Flexibility/Willingness to Adapt			
9.	Teamwork			
10.	Ethics and Standards			
11.	Safety			
12.	Change Management			
13.	Leadership			
14.	Managing Others			
15.	Strategic Thinking			

Note: Add to this list 3-4 additional core competencies from the attached list which are directly related to this position. For supervisors there are 4 additional competencies listed as "4 Managerial Competencies" on the attached list.

Competency Comments: *Use this area to elaborate on any 'below standard' areas listed above. Any areas of 'below standards' must list some specific actions required to address improvement in that area.*

5h2

Part III: Development Plan: Use this space to identify continuing education, professional development, or new skills that an employee and supervisor agree upon that will lead to improvement in the current job, future advancement, or career growth.

1.

2.

3.

Part IV: Future objectives: *The following Objectives/Projects have been determined to support town, department and individual needs. These objectives/projects become the subject matter of Part I of the review process for the next review. Include for each objective/project the resources/support required and estimated timeframe.*

See attached Reading 2020 FY17 Working Group & Goals

Also:

1.*Objective/Project:*

2. *Objective/Project:*

...

Part V:
Supervisor comments: Supervisors may wish to summarize the review or elaborate on an area not addressed through this process.

Part VI:
Employee comments: Employees may wish to elaborate on an area not addressed through this process or comment on any part of this process.

I have read and discussed this review with my supervisor and objective/projects for the coming year have been established which along with daily job responsibilities, applicable policies and town by-laws and contracts will be the basis for my next performance review.

Employee Signature	*Supervisor Signature*	*Department Head*	*Date*

5h3

Core Competencies Listed in Part II of the Employee Performance Review Form

1. **Customer Service:** Willingness to provide consistent high-quality service using tact, courtesy, patience and discretion during interactions with all customers (staff, public, outside agencies).
2. **Communication:** Exchanges information well, both verbally and in writing, listens and processes information appropriately.
3. **Quality of Work:** Accurate, thorough, neat.
4. **Dependability/Reliability:** Completes assigned work in a timely manner, keeps commitments, punctual.
5. **Skills/Knowledge:** Possesses or acquires necessary skills, knows procedures, meets the requirement of the job description.
6. **Productivity:** Handles multiple priorities, works well despite frequent interruptions, works effectively under pressure, completes a reasonably expected amount of work in the time allotted.
7. **Judgment:** Make effective decisions, uses logical thought processes, maintains confidentiality.
8. **Willingness to Adapt:** Willing to maintain and update skills to meet the changing requirements of the position including utilizing new procedures and adapting to new technology.
9. **Teamwork:** Ability to establish working relationships with others and promote productive cooperation.
10. **Ethics and Standards:** Exhibits a high moral standard of conduct that sets an example for others to follow.
11. **Safety:** Follows safety policies and procedures, uses safe work habits, reports and corrects unsafe conditions or practices.

Core Competencies In Addition to Those Listed in Part II

1. **Creativity:** Seeks new ideas and approaches, excels in developing new perspectives and demonstrates a high degree of originality.
2. **Flexibility:** Receptive to new ideas and approaches, adapts to changing priorities.
3. **Goal-Oriented:** Sets realistic and effective goals and priorities and steps to reach them.
4. **Initiative:** Self-starter, makes suggestions for improvements, seeks new challenges, takes on new tasks without direction.
5. **Interpersonal Skills:** Interacts well with own department and other agencies, team member, cooperates with colleagues.
6. **Negotiating:** Ability to influence others in a positive manner to effectively achieve results.
7. **Organizational awareness:** Consistently works towards department and Town goals, makes suggestions for improvement.
8. **Planning and Organization:** Manages time well, plans ahead, structures work logically, identifies potential problems and resolves.
9. **Professionalism:** Presents self in an appropriate manner, good work attitude and conduct.
10. **Self-Development:** Enhances personal knowledge, skills and abilities, seeks opportunities for continuous learning.
11. **Work Habits:** Consistently demonstrates a commitment to his/her work by giving the best effort at all times.

Four Managerial Competencies

1. **Change Management:** Define and implement procedures and/or technologies to deal with changes in the work environment to ensure that the Town and employees profit from changing opportunities.
2. **Leadership:** Influence a diverse group of individuals, each with their own goals, needs and perspectives, to work together effectively for the benefit of the Town.
3. **Managing Others:** Has the ability to direct employees, the public towards its goals, using its resources in an effective and efficient manner.
4. **Strategic Thinking:** Process by which an individual envisions the future and develops strategies, goals, objectives and action plans to achieve that future.

Schena, Paula

From: LeLacheur, Bob
Sent: Tuesday, August 30, 2016 12:29 AM
To: Schena, Paula
Subject: FW: amp
Attachments: Scan0125.pdf

attached for BOS 9/6 packet

From: Feudo, John
Sent: Monday, August 29, 2016 11:33 AM
To: LeLacheur, Bob
Subject: FW: amp

Hi Bob,

This is the annual request for a variance from SNL for the Flag football program for Amplified Sound. They start on September 10th. Not sure what process would be best to seek BOS review. It has not been an issue any of the 4 prior years.

A recommendation is to give the recreation committee authority to grant variances by special request going forward. Just an idea.

Thanks!
John

John A. Feudo
Community Services Director
Town of Reading
Office:781-942-9075
Fax: 781-942-5441
jfeudo@ci.reading.ma.us
Website: www.readingrec.com

Please note new Town Hall Hours effective June 7, 2010:Monday, Wednesday and Thursday: 7:30 a.m - 5:30 p.m.Tuesday: 7:30 a.m. - 7:00 p.m. Friday: CLOSED

From: Carl McFadden [mailto:cmcfadden@readingbasketball.net]
Sent: Monday, August 29, 2016 11:30 AM
To: Feudo, John
Cc: jkmurphy1212@gmail.com
Subject: RE: amp

Here you go

From: Feudo, John [mailto:jfeudo@ci.reading.ma.us]
Sent: Monday, August 29, 2016 11:21 AM
To: cmcfadden@readingbasketball.net
Subject: amp

5i1

John A. Feudo
Community Services Director
Town of Reading
Office:781-942-9075
Fax: 781-942-5441
jfeudo@ci.reading.ma.us
Website: www.readingrec.com

Please note new Town Hall Hours effective June 7, 2010:Monday, Wednesday and Thursday: 7:30 a.m - 5:30 p.m.Tuesday: 7:30 a.m. - 7:00 p.m. Friday: CLOSED

512

AMPLIFIED USE PERMIT REQUEST FORM

Name/Organization: SNL Football Contact for Event: Carl McFadden

Phone Number: 781 983 4576 Email Address: cmcfadder@snlfootball.com

Date(s) of the Event: Sept 10 - Oct 29th

Purpose of the Event: Flag Football League

Is this event open to the general public: YES X NO

Location of the Event: Turf 2 HS Field Time of the Event: 3:30 Duration of Sound: 8:30

Check all that apply:

Equipment:

✓ Use of sound equipment such as speakers, mixers, and microphones

__ Use of Musical Instruments

Content:

✓ General Announcements __ National Anthem ✓ Music __ Sound Effects

I have read and understand Rule #4 of the Board of Selectmen Policies and Procedures regarding use of amplified sound as it relates to park use and understand the responsibilities that go along with an amplified sound permit.

Signature: Carl R. M Date: 8-29-16

RULE 4. Music and Amplified Sound - Users of public property and abutting residents should have an expectation of quiet enjoyment of the Town's public parks, playgrounds, recreation and other open space areas. This rule recognizes that these properties are the site of some activities which inherently create levels of noise due to customary and usual uses such as fans cheering, referee and coach's whistles, and bands playing during football games. There is also recognition that as a community the public parks, playgrounds, recreation and other open space areas are the site of occasional community events which use music or amplified sound such as school field days, community fairs, and fireworks displays, etc.

Amplified sound is defined as voice, music or any sound extended above and beyond its normal range by an electric or electronic device or secondary means such as a radio, megaphone or non-electric equipment.
The use of amplified sound in public parks, playgrounds, recreation and other open space areas is not permitted without a permit to be granted by the Recreation Committee or other agency which has jurisdiction over said public property.

When permitted, playing of musical instruments or use of amplified sound shall be controlled by the permit holder such that the volume, direction, and duration of the sound is the minimum needed to meet the purpose of the use of the sound, and which will minimize the impact of the sound on other users of the park, playground, or other public property and its abutters.

The intent of this rule is to allow, with a permit from the Recreation Committee or other agency which has jurisdiction over said public property, reasonable and occasional playing of music or use of amplified sound while considering location, content, duration and frequency such as an annual fair, once a year all-star sports games, etc. The playing of musical instruments and use of amplified sound is not intended to be a routine for recurring events such as play by play announcements for sporting events and other repeated use of music and amplified sound. The permitting authority should consider the frequency of amplified permits per park or recreation site and afford significant consideration to the neighbors abutting the permitted areas as regards to their inconvenience created by said permit.

When a permit is granted, a copy of the permit shall be transmitted to the Board of Selectmen at least 3 days before the event at which the music or amplified sound is to be used. Additionally, all permitted dates of amplified sound will be posted in a conspicuous place on the Town's website as well as available by contacting the Recreation Administrator or head of any other agency having jurisdiction over the public property for which a permit has been granted.

Any variance from this rule will require the permitted applicant to petition the Board of Selectmen for such variance at which time a public hearing will be held on the matter.

Town of Reading
Meeting Minutes

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2016-08-09 | Time: 7:00 PM

Building: Pleasant Street Senior Center | Location: Great Room

Address: 49 Pleasant Street | Session: Open Session

Purpose: General Business | Version:

Attendees: **Members - Present:**

Chairman John Halsey, Vice Chairman Kevin Sexton, Secretary Barry Berman, John Arena (remotely) and Daniel Ensminger

Members - Not Present:

Others Present:

Town Manager Bob LeLacheur, Administrartive Services Director Matt Kraunelis, Assessor Victor Santaniello, Executive Assistant Paula Schena, Carol Shattuck, Jan and Art Triglione, Dave Crowley, Samantha Carreiro, Robin Krane, Kathy Hudd, Rosemary Murphy, Andrew DiGiacomo, Craig Burkinshaw, Jayne Miller, Jack Devir, Peter E. Branch, Tom O'Connor, Lisa Egan, Stephen Crook, Ralph Colorusso, Christine Hansen, Leslie Leahy, Tina and John Brzezenski, Angela Binda, Rick Nazaro, Jen Hillery, Rachel Hitch, Elaine Webb, Mark Dockser, Julie Thurlow, Al Sylvia, James Martin, Karen Dolan, Michele Sanphy, Amy Cole, Paula Perry, Kathi Crook

Minutes Respectfully Submitted By: Secretary Barry Berman

Topics of Discussion:

Reports and Comments

Selectmen's Liaison Reports and Comments – Barry Berman noted that the 2020 Planning Group has created a plan for filling the Economic Development Planner position.

John Halsey noted that he attended the School Committee meeting 10 days ago. They discussed their budget and finances and will be sending the Board some information. The School Committee is expecting $1.9 million and some members of the School Committee will be at the August 16th meeting.

Public Comment – Bill Brown noted that the topic of the sign board on the Common was brought up at the last meeting and he noted that the Selectmen have control over the Common.

Rosemary Murphy, 47 Batchelder Road noted that she is opposed to the Wood End Garage that is being proposed and everyone on Batchelder Road is opposed.

Katy Hudd, 34 Batchelder Road, noted that the proposed garage would be in her backyard and she is opposed to it.

6a 1

Bill Brown noted that there is no room at the DPW for the cemetery garage. John Halsey noted that this will eventually end up at Town meeting and she should speak with Town Meeting members.

Rick Nazarro asked why the garage has to be at a cemetery and John Halsey noted that we have been charged by Town Meeting to find a location for a cemetery garage.

Bobbie Botticelli noted that she is not affected by a cemetery garage. She also noted that Partridge Lane was not easy because there was a cemetery there and a garage would be awful.

Daniel Ensminger asked who has control of the expenditure of funds for this and the Town Manager noted that Town Meeting authorized him but he does not have to spend the money. He feels it is good that the neighbors are attending the meetings.

Rick Nazzaro asked if the families of people who are buried there have been notified because not everyone has email or computers.

Town Manager's Report – The Town Manager noted that the Permanent Building Committee met last night. Their next meeting is August 29th at Town Hall. Their desire is to find the best location in a cemetery under the direction of Town Meeting.

Discussion/Action Items

MWRA infiltration and Inflow – The Town Manager noted that this is for a 55/45% grant loan program and Town Meeting will finalize it.

A motion by Berman seconded by Ensminger that the sale of the $211,000 Sewer Bond of the Town dated August 22, 2016, to the Massachusetts Water Resources Authority (the "Authority") is hereby approved and the Town Manager is authorized to execute on behalf of the Town a Loan Agreement and a Financial Assistance Agreement with the Authority with respect to the bond. The bond shall be payable without interest on August 15 of the years and in the principal amounts as follows:

Year	Installment	Year	Installment
2017	$21,100	2022	$21,100
2018	21,100	2023	21,100
2019	21,100	2024	21,100
2020	21,100	2025	21,100
2021	21,100	2026	21,100

Further move that each member of the Board of Selectmen, the Town Manager, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing vote. The motion was approved on a roll call vote with all five members voting in the affirmative.

Senior Tax Relief and Tax Classification Discussion – The Town Manager noted that the tax classification usually happens in November. He reviewed tax data information from FY16, FY11 and FY06 and noted that the commercial has grown at a faster rate than residential. The largest growing sector is personal property at 9.5%.

6a2

The commercial property assessed value ranges in Reading are as follows:

84 parcels at $100k - $500k
61 parcels at $500k - $1 m
35 parcels at $1m - $2m
8 parcels at $2m - $3m
12 parcels at $3m - $10m
6 parcels at $10+m

The Town Manager noted that the desire is to grow each by 50% but there is not enough land. If we can double Walkers Brook Drive property on another location then we would increase the commercial by 50%.

Assessor Victor Santaniello talked about senior tax relief. He noted that we already employ some that is allowed by law. Two towns – Wayland and Sudbury – have a Home Rule Petition.

The Senior Circuit Breaker Credit is a refundable real estate credit for people who are 65 years or older; who's income if single is no more than $57,000, married is up to $85,000 and head of household is $71,000; they must also have an assessed real estate value that does not exceed $693,000. The Circuit Breaker Credit is income based and we would use that as a qualifier. The person would have to have a domicile in Reading for the past 10 years.

Daniel Ensminger asked if the person has to have owned the home for 10 years and Victor Santaniello noted no, they could have been renting some of those years but they have to own property to qualify.

Barry Berman asked how many got the Circuit Breaker Credit last year and Victor Santaniello noted 642 in 2014.

Mr. Santaniello noted that other residential tax payers will pay for the tax relief. If he took $1 million and shifted it would add about $.25 to the tax rate. For a maximum circuit breaker amount of $1070 he would recommend a multiple of 1.5 so someone who gets $1070 for the Circuit Breaker would get $1605. If 400 people qualify with a 1.5 shift that would equal $642,000.

John Halsey asked how the percentage gets chosen. The Town Manager noted that there is a range of 1.5 – 2% and the Board of Selectmen can determine where in that range we want to be.

John Arena clarified that the percentage increase of $.25 is per thousand not just $.25. John Arena also asked about a cap on the amount and the Town Manager noted that the legislation wouldn't have a cap, just a percentage.

Barry Berman noted that we need a fixed number that we are willing to shift when we set the budget.

John Halsey summarized noting that the Board of Selectmen decide what percentage to use; 642 more or less is the maximum number to qualify; and the 10 year requirement will prevent people from moving to Reading just for the tax break.

Barry Berman indicated that he thinks a lot more people will qualify. He asked if there is any way to know how many more might apply and Victor Santaniello responded no, but we can also set by income so that the more you make the less you get.

6a3

Daniel Ensminger asked about the form of the tax break and Victor Santaniello noted it is a credit on the tax bill.

Kevin Sexton asked if we can go lower at .5% and Victor Santaniello noted they can set whatever they want.

John Arena suggested the Selectmen create a policy explaining this Board's think for the future Selectmen. Victor Santaniello noted that most Home Rule Petitions are good for three years and then they have to be reapproved.

Barry Berman noted that there are a lot of people who are not seniors who make under $85,000 as a joint income. Victor Santaniello noted that the qualifying number also includes water and sewer. The tax plus water and sewer must exceed 10% of their total income.

John Halsey noted that for a single senior on minimal social security income of $15,000 and the property taxes are $6,000 that is half of their income. That person would receive the maximum multiplier but the couple making $85,000 won't get as much.

The Town Manager noted that walking before running is better. He spoke with state officials and this is a huge topic statewide and they are all looking at Reading. He recommends the Board be prudent incase the state says no after three years which is what the state did to Sudbury.

Elaine Webb asked if the Board of Selectmen set the multiplier each year doesn't the cap increase each year? John Halsey noted that when the applications come in they will have indicators of how much the Selectmen can reduce the multiplier.

Tina Brzenzenski noted that the retirement age is increasing to 68 years old. John Halsey noted that we will use whatever the state is using and they use 65. Tina Brzezenski noted that other state programs use different income levels. John Halsey noted that they picked the one that most resembles the housing situation. We don't have the time or resources to look at something else. Ms. Brzenzenski noted that the Town has the census couldn't we use that and Victor Santaniello noted that we cannot because the census includes renters. Tina Brzenzenski commented that the person making $20,000 more will be subsidizing the person making $85,000 and that doesn't seem fair to her. John Halsey noted that the person making $85,000 is not going to get anything.

John Arena noted that Tina is talking about a different group with different concerns and we need to separate what we are talking about. The person must live in Reading for 10 years, own a house and qualify for the Circuit Breaker and there are not a lot who qualify. He noted that if someone midcareer has a bad year it happens but we're talking about retired people.

Mike Monihan noted that he feels it is unfair to provide financial benefit to one segment of the population when there are struggling families with kids. He feels this is discrimination.

Angela Binda noted that she doesn't consider older couples with $85,000 income as having limited income. She can't make a decision without knowing what the other things are.

Michael Giacalone asked if $125 is the top level and Victor Santaniello noted yes, $125 for a home assessed at $499,000. Mr. Giacalone noted that everybody's situation is different. He is already paying into the Circuit Breaker and now this will be double dipping. He thinks this is a back door to shifting the tax split to commercial. Victor Santaniello noted that income and assets can be adjusted. Mr. Giacalone noted that he thinks we will get a lot more people than we think. He asked if assets are separate and Victor Santaniello noted that eligibility is determined by income, assets and the value of the house.

6a4

Julie Thurlow noted that the Department of Housing and Community Development has tables for income limits and assets must be considered.

Mark Dockser asked if there was any reasoning of the State guideline of $1070 and Victor Santaniello noted he wasn't sure.

Carol Shattuck noted that she is a senior and the Board of Selectmen are trying to do the right thing. She agrees with Michael Giacalone but we have to think about our community such as the veteran in the wheelchair. We need to do the right thing. There is no right or wrong and everyone gets their vote.

Barry Berman noted that the override discussion drove this discussion. The Board of Selectmen believes people can age in place. If a senior sells their house then a developer will come in, knock it down and build a bigger house. This benefit will go to the people who really need it. We will be the third town in the state to do this.

John Halsey noted the seniors want to live in their homes. They like to live in Reading. This is the right thing to do and it stands alone from the override.

Paula Perry noted she doesn't believe this is a separate item because it all ends up in the tax bill. The Town wants to keep the seniors because it is healthy for the Town and cheaper for the Town instead of a family with children. She feels it is appropriate. John Halsey agreed and noted the voters will weigh each piece and vote on it. Voters need all of these pieces to decide to vote for or against.

A resident asked how Wayland and Sudbury deal with the predictability factor. Victor Santaniello noted that Sudbury uses a percentage of the total tax levy. They pick a number and don't exceed it. Wayland has no cap – it is paid for by the overlay. Either way the burden is passed through to the taxpayers. The resident noted that John Arena wants a policy and she asked how that would be done. John Halsey noted the Selectmen could vote that policy if they want. The resident noted that a policy gives her faith because vision is important to understanding.

Daniel Ensminger noted that a Home Rule Petition would be a Town Meeting Article – it does not go to the voters. The only thing that goes to the voters is the override. He also noted that if the tax rate is shifted to commercial it doesn't change the tax levy.

The Town Manager noted that if Town Meeting doesn't approve then we stop right there with Senior Tax Relief.

Michael Giacalone indicated he feels everything is getting buried in the details.

Daniel Ensminger noted that the Selectmen have been discussing an override for over one year and Senior Tax Relief for the past four to five months.

Kevin Sexton noted that if they put everything out to the voters then we would have ballots every day.

Andrew DeGiacomo asked if there is anyway the Town will look at past tax returns to see if people are hiding their income so they will be eligible. Victor Santaniello noted that we would only look at the last calendar year and he also noted that people sign under pains and penalties of perjury.

The Board took a five minute break and reconvened at 9:25 p.m.

6a5

Tax Classification Discussion

The Town Manager noted that right now the residents will pay 100% of the senior tax relief if it is approved. With the senior tax relief equivalent to $1 million a factor of 1.02 will split the amount for commercial to pay 8% and residents to pay 92%. If we wanted to transfer all of the costs to the commercial then a factor of 1.19 will do that. We could also split the amount 50/50 with a factor of 1.10. This is the only tool that the Selectmen have to override how to share the cost.

Barry Berman noted that we have maintained a single tax rate and asked if we should look at splitting the tax rate so that all tax payers share in the cost. With a factor of 1 the residents pay the highest. With a factor of 1.02 then commercial pays 8% and residents pay 92%. He noted that the other argument is whether the tax split will put businesses out of business. Surrounding towns have commercial tax rates that are higher than ours and they are doing well.

Daniel Ensminger recommended deferring this until April when we know the result of the override. John Halsey asked if he would agree to the tax classification in November and Daniel Ensminger noted yes, but he doesn't want to rush through because this is very complex. He feels this will jeopardize the override discussion.

John Halsey noted that the Home Rule Petition for seniors is the right thing to do. It just happens at the same time but is not related. It should have been done years ago. He asked if we can select the year that it starts and the Town Manager noted we can but he reminded the Board that it takes nine months to get a Home Rule Petition through the legislation. He noted that the clear objective is FY18.

Barry Berman noted that everyone should share the burden. He noted that we are looking at a very small shift in the payment. The ones paying the biggest share are the big businesses who don't care. He recommends doing 1.05 to split 50/50.

John Halsey noted that the Town Manager talked about a second Walkers Brook Drive and that is not a far-fetched thought. He feels with a 92% and 8% split everyone is paying their fair share. Small business owners get hurt but the delta is not much – maybe $90. He feels we can't compare ourselves to other communities.

The Town Manager noted that one tool the Selectmen has is the small commercial property exemption so some can be exempt from the tax burden.

Elaine Webb noted that she thinks Town Meeting will want to know where the Selectmen are with this. It will help people understand and give senior tax relief a better opportunity to pass. The Selectmen should at least let Town Meeting know what the intent is.

Lisa Egan noted that on behalf of the businesses it is not the time to split the rate until we are over 10%. John Halsey noted that businesses have a revenue stream but his home doesn't. Barry Berman noted that the Town is looking at changing zoning to support businesses. If we do zero then we make the residents pay a higher tax rate.

Robin Krane, owner of Fitness Within, a small fitness studio, noted that she just wants what is fair and equitable.

A motion by Ensminger seconded by Sexton that the Board of Selectmen approve the proposed senior Tax Relief Home Rule Petition as discussed and request that the final language will allow flexibility in setting the annual financial terms the Board further stipulates that implementation of this position shall occur not earlier than FY18. Halsey offered an amendment to strike "...and request that the final language allow local flexibility in setting annual financial terms," and replace it with wording that says that our multiplier recommendation is a range between 0.5 and 2.0. This would allow the

606

Board of Selectmen to set the factor in accordance with the amount of applications that are submitted. **The final motion moved by Ensminger seconded by Sexton that the Board of Selectmen approve the proposed Senior Tax Relief Home Rule Petition as discussed; that the multiplier recommendation is a range between 0.5 and 2.0 and the Board further stipulates that implementation of this position shall occur not earlier than FY18 was approved on a roll call vote with all five members voting in the affirmative.**

A motion by Ensminger seconded by Sexton that the Board of Selectmen, upon implementation of the senior tax relief, adopt a residential factor of 1.02 for the fiscal year of enactment to be enacted at a subsequent tax classification hearing was approved on a roll call vote with Halsey, Arena, Sexton and Ensminger voting in the affirmative and Berman opposed.

Discuss Calling for Special Town Meeting/Special Election – **A motion by Berman seconded by Arena that the Board of Selectmen call for a Special Town Meeting to be held at the Reading Memorial High School Performing Arts Center on Monday September 12th beginning at 7:30pm and that the Warrant for the Special Town Meeting be closed on August 16th at the next Selectmen's meeting was approved on a roll call vote with all five members voting in the affirmative.**

A motion by Berman seconded by Ensminger that the Board of Selectmen indicate to the community their intention to call for a Special Election to be held on Tuesday October 18th at the Reading Memorial High School Fieldhouse between 7:00am and 8:00pm for the purpose of requesting an Override of Proposition 2-1/2. The exact terms and language of the Override will be voted by the Board on or before September 12th as required by state law was approved on a roll call vote with all five members voting in the affirmative.

A motion by Berman seconded by Arena to adjourn the meeting at 10:52 p.m. was approved on a roll call vote with all five members voting in the affirmative.

Respectfully submitted,

Secretary

6a7

Town of Reading
Meeting Minutes

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2016-08-16 | Time: 7:00 PM

Building: Reading Town Hall | Location: Selectmen Meeting Room

Address: 16 Lowell Street | Session: Open Session

Purpose: General Business | Version:

Attendees: **Members - Present:**

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

Members - Not Present:

Chairman John Halsey

Others Present:

Town Manager Bob LeLacheur, Administrative Services Director Matt Kraunelis, Executive Assistant Paula Schena, Attorney Brad Latham, Stephen Crook, Jen Hillery, Bill Brown, Linda Phillips, Vicki Yablonsky, Amy Lannon, Joanne Senders, Cherrie Dubois, Kristen Powers, Linda Cunningham, Vanessa Alvarado, John Doherty, Jeanne Borawski, Paula Perry, Peter Lydecker, Al Sylvia, Kevin Vendt, Brian O'Mara, Dan McCarthy, Eric Burkhart, Kristen Graham

Minutes Respectfully Submitted By: Secretary Barry Berman

Topics of Discussion:

Reports and Comments

Selectmen's Liaison Reports and Comments – Daniel Ensminger noted that there is correspondence in tonight's handout regarding Senior Tax Relief – one from Mary Anne Downing and one opposed due to fairness inequity. Daniel Ensminger commented on Mr. Ryan's Letter to the Editor and noted that the Board of Selectmen should be clear on wording that the override is permanent and that the funds will only carry us for eight years.

John Arena noted the passing of Stephen Goldy's father.

Kevin Sexton noted that he, John Halsey, the Town Manager and staff greeted the Lt. Governor and Brad Jones regarding the Community Compact Grant.

Public Comment – Bill Brown noted that the Selectmen are supposed to perambulate the boundaries of the Town every five years.

Town Manager's Report – The Town Manager noted that the Town received a $20,000 grant for energy efficiency initiatives. He also noted that David Clark has been appointed Deputy Police Chief and the thanked John Arena for participating in the process.

Proclamations/Certificates of Appreciation

Joanne Senders noted that her daughter Tessa created a mannequin and a brochure for the RMHS and worked with Children's Hospital regarding hearing loss and how to prevent it.

6B1

A motion by Berman seconded by Arena that the Board of Selectmen approve the certificate of recognition for Tessa Senders achieving the Girl Scout Gold Award was approved by a vote of 4-0-0.

Discussion/Action Items

Amend License for Underground Storage Tank at 83 – 85 Main Street to Change one Tank from Gasoline to Diesel – Attorney Brad Latham was present representing C & J Patel. He noted that the request is to convert one tank from gasoline to diesel. There is no change of the size of the tanks or the number of tanks.

Kevin Sexton asked if they have to wash the tanks first and Attorney Latham noted they have a process they need to go through.

John Arena asked if they check for degradation of the tank and Attorney Latham noted that he will check into that.

A motion by Berman seconded by Arena that the Board of Selectmen approve amending the license for an underground storage tank 83 – 85 Main Street to change one tank from gasoline to diesel was approved by a vote of 4-0-0.

Hearing – Transfer of Liquor License from Brooks Brew and Fine Wines, 676 Main Street to Anastasi Brookline, 25 Walkers Brook Drive – The Secretary read the hearing notice. The Town Manager noted that the applicant got called away for a family emergency so he is requesting that this be rescheduled.

The Town Manager noted that the last time we had a liquor store in a grocery store was the Atlantic and the Selectmen put conditions on the license. He will get that information for the Board. He is not sure of what the applicants plan is for this license.

A motion by Berman seconded by Ensminger that the Board of Selectmen, at the request of the applicant, continue the hearing on the transfer of the liquor license from Brooks Brew and Fine Wines, 676 Main Street to Anastasi Brookline, 25 Walkers Brook Drive to September 6, 2016 at 7:30 p.m. in the Selectmen's Meeting Room, 16 Lowell Street was approved by a vote of 4-0-0.

Hearing – Alteration of Premises for Bistro Concepts Inc. – The Secretary read the hearing notice. Linda Cunningham and Christine Powers, Managers from Bistro Concepts, were present. They noted that the patio will contain six tables of two.

The Town Manager noted that there will be minimal access to the parking lot. Full staff has reviewed the plan and it is not a problem.

Barry Berman asked if you have to go inside to go out on the patio and it was noted that yes you do.

Bill Brown asked if this will be wheelchair accessible and it was noted it is.

A motion by Berman seconded by Arena that the Board of Selectmen close the hearing on the alteration of premises for Bistro Concepts Inc. was approved by a vote of 4-0-0.

A motion by Berman seconded by Ensminger that the Board of Selectmen approve the alteration of premises for Bistro Concepts, Inc., d/b/a Fusilli's Cucina, 107 Main Street, for the addition of outdoor seating consisting of 12 seats as indicated on the plan that was submitted with the application, was approved by a vote of 4-0-0.

6B2

Override Discussion – Joint Meeting with School Committee and Board of Library Trustees - The Town Manager noted that the Selectmen have held several Community Listening Sessions and there will be another one on September 1 at 7:00 p.m. at the High School. A 3.5% increase is needed to maintain a level service budget. Accommodated costs are growing faster than 3.5%. The FY17 budget was $2 million out of balance and that was covered by reserve cash. The FY18 budget is $3 million out of balance and future budgets will be .7% out of balance annually.

The Town Manager noted that the average $499,500 family home in Reading is taxed $7250. The components of that tax bill is $6905 for the tax levy; $161 for the High School; and $184 for the Library. The High School goes away in FY24 and the Library goes away in FY25. A minimal override of $6 million will get us to FY25.

Barry Berman noted that Prop 2 ½ allows us to hit the reset button and catch up for a certain period of time.

The Town Manager noted that Reading has a limited amount of space to grow. We can decrease capital spending. We don't want to mess with vehicle replacements but there are other projects that can wait. He would suggest spending more on capital at the beginning and then slow down because we've done a good job on capital.

Barry Berman asked if we deviate from the capital plan are we setting up future generations with a problem and the Town Manager replied no, we just don't need $5 million in capital right now.

The Town Manager noted the use of override funds will fix the structural deficit. Using the eight year model and $6 million we will use $3 million to fund the gap; increase pension funding $0.3 million; extra capital $2 million and savings $0.7 million. The Town Manager noted that pension funding was not addressed years ago. With the last override, 75% was spent right away and 85% was spent within one year. The last override lasted so long because free cash use was increased to stretch it out.

Barry Berman asked how we beat up accommodated costs. The Town Manager noted the Town spent money to save money i.e. performance contracting; we brought SPED into district; we allowed an option to opt out of health insurance; we spent money to generate revenue with ALS. Operational efficiencies include capital spending, rubbish recycling and technology. We restructured large departments and single positions. Town and Schools are sharing positions. There is more long-term financial planning and more fees and revolving funds. In short, we are running out of ideas and the only certainty is that the eight year forecast is wrong. In addition, Killam and the DPW garage need to be done at some point.

The Town Manager noted that the make believe good news is that the state aid could increase 5% and the override would last longer. Health insurance is another big factor. The state objective is to have local aid grow the same as state growth.

The Town Manager went on to speak about the items that an override will get us as follows:

- $6 million override would be all structural.
- $7 million gives the Town $360,000 which we would use $200K to retain and attract staff; $85K for a School Resource Officer and $75K for an additional Fire Fighter.
- $7.5 million gives the Town $540,000 and gets the above items plus: $70K for technology; $60K for Library staffing; $25K for Town Accounting staffing and $25K for volunteer Board support for night time government.

6B3

- $8 million gives the Town $720,000 and gets the above items plus: $75K for an additional Police Officer; $75K for an additional Fire Fighter and $25K for professional development.

- $8.5 million gives the Town $900,000 and gets the above items plus: $50K for volunteer Board support; $40K for additional library hours; $40K for a DPW laborer; $20K for public safety overtime for joint training; $15K for facilities overtime and $10K for a spare Crossing Guard.

- $9 million gives the Town $1.28 and gets all of the above items plus: $75K for a third Police Officer; $75K for a third Fire Fighter and $40K for additional Town Hall clerical.

The Town Manager noted that he is requesting a minimum of $7.5 million override.

Paul McNeice called the Finance Committee to order.

Barry Berman noted that Elder/Human Services and DPW were not on any of the lists. The Town Manager noted that the Assessors would need additional help if anything other than what is proposed is approved. Elder/Human Services is doing a study. If the override is not approved then positions in Police and Fire will be eliminated the first year.

Superintendent John Doherty noted that 7.3 positions were cut this year and 30 FTE's would be cut in FY18 without an override. The challenges they face include: retaining and attracting staff; preparing kids for college and careers; keeping Special Ed in district; and the high ration of Administrators and teachers. Superintendent Doherty noted that they have about 65 students out of district. Space needs are a challenge and they need to remain competitive with area schools.

The resources that are needed are as follows:
- $2 million for structural deficit
- $360K for salary adjustments
- $455K for full day on Wednesday
- $140K for Middle School Health Ed
- $150K for additional support for struggling students
- $220K for RMHS program improvements

John Arena asked how $220K correlated with 4 FTE teachers. John Doherty noted that is equivalent to 20 sections (classes). Jeanne Borawski noted that they didn't cut any classes they just made the class size bigger.

Daniel Ensminger noted that it would be helpful to know what is being restored and what is new.

John Arena asked how they deal with struggling kids now and John Doherty noted that the Honor Society helps out after school, otherwise nothing.

John Doherty noted that the school transformation grant for a data analyst and administrator for social and emotional learning is $160K and ends in three years.

Elaine Webb noted that parents want students to have high quality instruction in the classroom. It is hard for the principals to oversee 40 – 50 teachers. John Arena noted that the principals sit in the classrooms and evaluate and Jeanne Borawski noted yes, that is State mandated that teachers have to be evaluated.

6B4

John Doherty noted that the Special Ed Leadership position for an Assistant Director for student services is $95K. Barry Berman asked what it would take to get the Special Ed kids back and John Doherty noted this position would help to create a program that would attract those kids back.

John Doherty noted that long term challenges include: free full day kindergarten for $1 million in recurring costs; and the Killam renovation/program space. John Arena asked if Killam can wait until the RMHS and Library debt is gone and John Doherty noted it would solve two problems by adding more space.

John Arena asked how many resignations and retirements the schools had this year and John Doherty noted 20 – 25 resignations of teachers. There were three retirements this year. Last year was 15. John Arena asked if that is high and John Doherty noted he thinks it is high, but teachers leave because they are moving, or for higher pay or family reasons.

The Town Manager noted that there will be a 2% increase in the tax if nothing is done. The increase for $6 million is $664; for $7 million it is $774 and for $7.5 million it is $829.

John Arena asked if John Doherty can prioritize the list because it would help people to digest it and it will be easier to promote. Jeanne Borawski indicated they could prioritize the list if need be. Elaine Webb noted that the School Committee has not addressed that and these are the needs and they need all. She noted that the difference between $6 million and $9 million is $330/year. John Arena told her not to forget about senior tax relief. Elaine Webb noted that the list cannot be prioritized.

Kevin Sexton asked what they will do if they don't get $9 million and John Doherty noted that he and the School Committee will go back and look at the list.

Barry Berman noted the he attended all of the listening sessions and this list is consumer driven. These things are what they need to be an excellent district. John Arena noted there is a value in presenting them in the same format.

The Town Manager noted that Reading is $600 below peers in our tax bills.

Daniel Ensminger noted that the Board needs to decide on how many questions they want on the ballot, the wording and the amount. He reviewed samples of questions from the Department of Revenue website.

Barry Berman noted that he would defer to one question and one number. If we list by department we will pit interest versus interest so just put one question and number. Simplicity is the way to go.

Bill Brown suggested one question and one number.

Kevin Sexton noted that people will decide yes or no.

John Arena noted that he could see more than one question. It could be the same question with a different number. It would be nice to have a backup.

Daniel Ensminger asked if we can use Town resources to get information out to voters.

Elaine Webb noted that it is important that people understand the results of a failed override.

Paula Perry noted it is best to keep it simple.

6B5

Dan McCarthy, 91 Prospect Street, noted that it is up to the Board of Selectmen to decide yes or no.

Paul McNeice commented that if we go with two questions it is not definitive or decisive.

Jeanne Borawski agreed with the previous remarks about one question and one number.

Kevin Sexton noted that Chairman John Halsey was unable to be present tonight but he sent him correspondence and asked him to read it into the record as follows:

> *To Members of the Reading BOS and Town Manager;*
>
> *"Regrettably I am unable to either attend or participate remotely in our BOS meeting this evening. Regarding the discussion as to both wording and amount for a proposed Proposition 2 ½ override this fall in Reading I offer my thoughts and opinion for your review and consideration…..*
> *A thorough review of all the consolidated material we have available brings me to the conclusion that a single ballot question would be the most user friendly approach for the citizens of Reading. Furthermore, I believe this would avoid polarizing diverse voter groups and would stick to a more common purpose for the voters to decide upon.*
> *In reviewing the amount, I feel we must address the structural deficit issues for both the School Department and the Town…… it seems the need here is 6 M (3M of base with an additional 3M to allow this relief for a period of approximately 8 year).*
> *Both Schools and Town are hopeful for some level of additional funding to initiate and complete overdue projects and staffing needs. I believe this should be limited to 1.5M with the customary split between both entities.*
> *Such a combination would in my opinion lead us to a maximum request to the voters of a maximum of 7.5M for the Override amount.*
> *I would be supportive of 7.5M or less not to be reduced below the 6M level necessary to address the structural deficit for approximately 8 years.*
> *Obviously in my absence I cannot vote at this evenings meeting but felt it was important to share my thoughts with my fellow BOS members as you contemplate wording and amount of this proposal."*
>
> *Respectfully and sincerely offered,*
> *John R. Halsey*
> *Chairman, Reading Board of Selectmen*

Kevin Sexton noted that he agrees with John Halsey and that it feels messy breaking it down. He feels we have to look at the voters' appetite and he feels $9 million is too big and $6 million is absolute necessary.

John Arena noted that he can support $7.5 million easily – it is a generous amount.

Jeanne Borawski noted that the School Committee agrees that the structural deficits need to be addressed. Two members of the School Committee voted against $9 million and five voted for it. Anything south of $8 million she would have a hard time with due to all of the cuts they have already done. Elaine Webb noted that the reason two people voted no was because they didn't think the community would approve it not because they don't need it but can't afford it.

Karl Weld, 60 Highland Street, noted that if the Selectmen get north of the structural deficit there will be problems. He feels the add-ons are "nice to haves" and he noted that 15% will be hard to swallow. He feels the more that is asked for, residents will find something wrong with it.

636

Barry Berman noted that he feels the Selectmen have done a great job on transparency and we have been good stewards but we masked the true cost of running the enterprise. People want to know the cost of running the government. He's willing to pay $9 million but we're already adding in for the senior relief. He's fine with $8 million.

John Arena noted that the costs are driven by accommodated while keeping services going.

Peter Brown, Precinct 8, noted that the $8 million should include senior tax relief because that's an additional $1000. He noted that the value of his home has increased more than $6,000 - $10,000. This is a slam dunk because the money will come back to you because the value of your house will increase. This is a well-run community. He asks people to look at what will happen if the override fails. The $1000 will cost $18/week so just don't pay for one pizza/week.

Karl Weld asked about the average turnout for a municipal election and the Town Manager noted 10 – 12% without an override. Karl Weld suggested the Board not ask for too much and keep the number as close to the structural deficit as possible.

The Town Manager noted that we have gone from 125 DPW employees to 40 over the years. We haven't been adding positions so there is nothing to add back. The warning signs were that we've been using free cash to balance the budget. He also noted that this override will take care of the High School litigation.

Daniel Ensminger noted that we don't have to tax at the full levy limit if we don't need to if state aid is increased.

A motion by Berman seconded by Arena to instruct Town Counsel to prepare one ballot question relative to overriding the Town's levy limit in the amount of $9 million to fund the operating budget for the Town and Schools failed by a vote of 0-4.

A motion by Berman seconded by Arena to instruct Town Counsel to prepare one ballot question relative to overriding the Town's levy limit in the amount of $8.5 million to fund the operating budget for the Town and Schools failed by a vote of 0-4.

A motion by Berman seconded by Arena to instruct Town Counsel to prepare one ballot question relative to overriding the Town's levy limit in the amount of $8 million to fund the operating budget for the Town and Schools failed by a vote of 1-3-0 with Berman voting in the affirmative and Sexton, Arena and Ensminger opposed.

A motion by Berman seconded by Arena to instruct Town Counsel to prepare one ballot question relative to overriding the Town's levy limit in the amount of $7.5 million to fund the operating budget for the Town and Schools and that such question be considered at a future Board meeting for inclusion in the warrant for a Special election to be held on Tuesday, October 18th from 7:00 a.m. to 8:00 p.m. at the Walter Hawkes Field House at Reading Memorial High School on 62 Oakland Road was approved by a vote of 4-0-0.

Close Warrant for September 12th Special Town Meeting – The Town Manager reviewed the Warrant for the Special Town Meeting on September 12th. He noted that Article 1 is reports; Article 2 instructional motions; Article 3 amend the CIP; Article 4 is to change the senior exemption from $750 to $1000; Article 5 ties Article 4 to the consumer price index and Article 6 reduces the interest rate on deferred property taxes from 8% to 4%.

687

Barry Berman noted it would be helpful to know how many people take advantage of 4, 5 and 6 or could be able to. It would also be helpful to have Jane Burns there to talk about who benefits and how many might benefit. The Town Manager noted 20 – 25 seniors currently. John Arena noted the people might find the amount is a relatively small amount.

The Town Manager noted that Article 7 for the senior property tax relief will expire after three years. One community asked to renew in perpetuity and the Department of Revenue said no, it is only good for three years.

Article 8 is to hear reports and to provide any advice or guidance. Town Meeting has no role or say over the override so this is meant to be an open discussion.

There will be a Community Financial Forum on September 1, 2016 which will be a dry run for Article 8.

A motion by Berman seconded by Arena that the Board of Selectmen close the Warrant consisting of 8 Articles for the September 12, 2016 Special Town Meeting to take place at the RMHS Performing Arts Center, 62 Oakland Road at 7:30 p.m. was approved by a vote of 4-0-0.

Approval of Minutes
A motion by Berman seconded by Arena to approve the Board of Selectmen minutes of July 19, 2016 was approved by a vote of 4-0-0.

A motion by Berman seconded by Arena to approve the Board of Selectmen minutes of July 26, 2016 as amended was approved by a vote of 4-0-0.

A motion by Berman seconded by Ensminger to approve the Board of Selectmen minutes of June 16, 2016 as amended was approved by a vote of 3-0-1 with Arena abstaining.

A motion by Berman seconded by Arena to adjourn the meeting at 10:43 p.m. was approved by a vote of 4-0-0.

Respectfully submitted,

Secretary

6B8

4 CBOS

Schena, Paula

From: LeLacheur, Bob
Sent: Monday, August 22, 2016 8:25 PM
To: Schena, Paula
Subject: FW: [Reading MA] A Big Thanks to the Town of Reading Staff

BOS packet

-----Original Message-----
From: vtsdmailer@vt-s.net [mailto:vtsdmailer@vt-s.net] On Behalf Of
Sent: Monday, August 22, 2016 7:31 PM
To: Town Manager
Subject: [Reading MA] A Big Thanks to the Town of Reading Staff

Hello rlelacheur,

Mark Wetzel ( ) has sent you a message via your contact form (http://www.readingma.gov/user/431/contact) at Reading MA.

If you don't want to receive such e-mails, you can change your settings at http://www.readingma.gov/user/431/edit.

Message:

My wife Joan and I would like to offer a big thanks to the all of the Town personnel that responded to the large tree fell on our house on County Road last week. Town Departments including DPW (Forestry, Tree Warden and others),Police, Fire, RMLD, and Building Inspector. The Town staff worked hard to restore power to the neighborhood, clear the road, remove the tree from the roof,clear up the debris and repair our yard. Everyone on site was extremely helpful, professional and I don't know how we would have gotten through this without their help. Please pass this on to all of the Town Department Heads and the Board of Selectmen.

9a

4 CBOS

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Email: sopperc@gmail.com
www.detectwaterleaks.com

July 31, 2016

Town of Reading
Department of Public Works
Water Division
16 Lowell St.
Reading, MA 01867
ATTN: Mr. Peter Isbell,
Water & Sewer Supervisor

Dear Mr. Isbell,

Starting on the date of July 7th, 2016, through July 29th, 2016, our company conducted a comprehensive water leakage survey on the entire water system - approximately 110 miles - for the Town of Reading, MA. After thoroughly surveying the entire system, we recorded no substantial leakage occurring throughout the water system.

The Department of Public Works Water Division has made outstanding efforts the past few years to improve their water system by conducting water main replacement, and by installing new customer service lines. Water main replacement reduces the unaccounted for water leakage and improves water quality for the community. We commend the DPW Director, Mr. Jeffrey Zager, and Water and Sewer Supervisor, Mr. Peter Isbell, and their staff, for their continuous efforts to ensure and provide safe drinking water for the community. We look forward to conducting the 2017 water leakage survey if we are the lowest bidder and are awarded the contract.

Sincerely,

Carl M. Sopper, President

961

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http://www.eagletribune.com/news/andover-is-missing-one-quarter-of-its-water/article_ec07d5d4-8801-56c6-a78d-0345da8e2999.html

<
PREVIOUS

Oklahoma man jailed in neighbor's killing; accused of anti-Muslim rants against Leban...
TULSA, Okla. (AP) — An Oklahoma man suspected of fatally sho...

>
NEXT UP

Gas main break in Andover
ANDOVER — A gas main break occurred early Wednesday morning on Corbett Street in...

Andover is missing one-quarter of its water

Leaks in old pipes are likely source, officials say

By Terry Date Staff Writer May 20, 2016

0

ANDOVER – In 2014, Andover ranked 239th out of 280 Massachusetts towns reporting unaccounted for town water, the difference between water that enters the treatment system and that which is metered out to water users.

Twenty-five percent of its water — 562 million gallons annually — is unaccounted for. The town's water consultant recommends that it continue to shore up leaks, improve its infrastructure and make a host of other changes to reverse the lost flood of water, according to a recently released water report .

The lost water is a mystery with clues and implications for water rates and has the attention of Chris Cronin, the town's head of municipal services since 2014.

"I take it very seriously," Cronin said, overlooking the town's water supply, Haggetts Pond, last week.

962

The 220-acre pond, supplemented by water pumped from the Merrimack River, flows through an intake pipe to the town water treatment plant, at the pond's edge, then into the town's distribution system.

All but about 30 residences in Andover have town water.

And Andover also pumps up to 1.5 million gallons a day to North Reading, selling the water to its neighbor.

Impact on water rates

Cronin says Andover's water rates are low, among the lowest in the Valley and among peer municipalities — coming to about 0.4 cents per gallon

The current water rate is a flat charge of $3.10 for 748 gallons – 100 cubic feet. Upcoming tier rates, going into effect in July, will minimally impact typical water users.

Still, the water could be even less expensive, or the town could generate greater revenue for infrastructure improvements, were the town not spending an estimated $230,000 to produce water that was unaccounted for in 2014.

It's estimated that the town spends about $415 to produce 1 million gallons of water.

"It is a resource we are using, we are spending money to treat water and put it into a distribution system," said Cronin. "We don't want to waste ratepayers money – we want to keep the rates as low as possible."

A good portion of the unaccounted-for water is a result of old pipes leaking and breaking — with water lost, Cronin said. Slow leaks percolate into the ground. Breaks, which are more catastrophic, bring water to the surface and it then flows into the town drainage system leading to ponds and rivers.

Cronin said some people are concerned about unaccounted-for water because it is treated with chlorine.

That is true, but the treatment is to only the state required level, the main disinfectant Andover uses is ozone. Ozonation pumps colorless oxygen atoms into water. The ozone quickly degrades but not before attacking any bacteria, viruses, iron, manganese and other substances, and eliminating taste and odor problems.

Water flows from the intake pipe to the ozone building where it is disinfected and sent through filter

963

beds and into the clear well before being pumped into distribution centers.

The water is generally received as good tasting and the water department was recognized in 2015 by the state DEP's drinking water program for outstanding community service, receiving one of the top scores in the state for providing safe and fit water to its customers.

Missing since 2011

Still, the unaccounted for water is a nagging problem that surfaced on Cronin's radar screen in 2011, when he became acting director of Andover DPW.

The town has been in the mid-20s, in percentage of unaccounted for water since 2011.

Finding the sources of its lost water and stemming those losses are top priorities in the town, say everyone from its head of municipal services to its town manager to the chairman of the Board of Selectmen.

At Town Meeting, two residents, one of whom was Heather Lauten, worried about the inefficiencies, any environmental implications and the costs of the lost water.

Lauten wanted to know the plan for figuring out where that water is going as opposed to increasing water and sewer.

"Let's find out where our water is going," she said in an interview.

A study the town commissioned last year was released by CDM Smith in March, and points to no single likely cause for the unaccounted for water; and no single likely remedy, either.

"Although there are some metering issues to be corrected and improved bookkeeping practices that may lower unaccounted for water, the town should primarily focus on reducing sources of non-revenue water (i.e., unmetered water, water main breaks and breaks) as they are likely the biggest cause of the town's unaccounted-for water," the report states.

Unmetered water refers to fire suppression, flushing valves and pipes.

The Massachusetts Department of Environmental Protection's standard for unaccounted for water is 10 percent. To maintain permitting a town must at least show progress towards that percentage.

Andover's next renewal of its water withdrawal permit comes due in November 2018.

964

Failure to show progress toward the state's 10 percent baseline of unaccounted for water will require it to administer and follow compliance plans.

"The goal is to get to 10 percent," Cronin said.

Leak prevention

The town, going back to 2001, undertook a regular calibration of its meters to make sure they are accurately measuring water. They will continue with the calibrations.

From 2012 they have installed a leak prevention program completed at night by a private contractor and also by DPW crews.

Leak detection company crews rely on sensitive listening devices to isolate leaks. The service costs about $15,000 annually.

The town is doubling its annual budget of $1 million to $1.5 million for water main replacements. The town has about 22 miles of unlined cast iron water pipes, the vessels most susceptible to breaks.

Under the new rate system, the town should be able to double its water main infrastructure improvement rate, knocking the overall schedule back to 30 years, and replacing all its unlined cast iron pipes, the most susceptible to breaking, long before the 30 years are up, Cronin said.

Another change likely to produce dividends is measuring the effectiveness of meters that commercial/industrial large users use to measure water use, and switching undersized or otherwise ineffective meters for more accurate large meters that can be read remotely.

"I am certain this is going to account for some of the unaccounted for water," Cronin said.

This is a recommendation put forth by Woodard and Curran consultants, which is carrying out a peer review of CDM Smith's water consumption, production and accounting report.

In addition, the town is reorganizing its water reading and billing sections.

"We expect all of these corrections to pay dividends," Cronin said. "They are all small, they are all incremental but a percent here and there adds up."

1 comment

9b5

4C BOS

August 22, 2016

John Halsey
Chairman, Board of Selectmen
Town of Reading
16 Lowell Street
Reading, MA 01867

Dear John:

After considerable thought and soul-searching, I have decided to resign from my position as advisor for the Reading Fall Street Faire Committee. I assure you it was not an easy decision to make.

I am confident that the current committee leadership will successfully continue this important community tradition. I was an original founder and committee member for the Faire and I am pleased that the Faire was embraced by our community and was an instant success! I have no doubt the current committee, under the leadership and counsel of Community Service Director John Fuedo, will continuously improve the Faire.

Thank you to the Board of Selectmen for their support of the Faire and also for supporting the volunteer committee that labors behind the scenes each year to make the Faire a success. Thank you to our Town Manager, Bob LeLacheur, for his support and vision. Bob had the foresight to assign/appoint John Feudo to advise the committee and that was a very wise decision. Thank you to John Feudo for his leadership and thank you to the committee, Brian Snell, Leslie Leahy, Allison Ullman, Denise Eaton, Sheila Mulroy, Bob and Patti Beckman, Kristen Bonazoli, Tom O'Connor, Mike Doyon, Catarina Cipriani, and Lisa Egan.

I value the experience and memories of working the Reading Fall Street Faire. I look forward to attending the Faire for many more years!

Sincerely,

Stephen A. Goldy

cc: LeLacheur, R
Feudo, J
Snell, B

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