



## Town of Reading Meeting Posting with Agenda

RECEIVED  
TOWN CLERK  
READING, MASS.

2016 APR 28 P 1:23

### Board - Committee - Commission - Council:

Board of Selectmen

Date: 2016-05-03

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 – Daniel Ensminger 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. Police Officer Badge Pinning – Brian Lewis 7:20
  - 5) **Discussion/Action Items**
    - a. Garden Club – May 14<sup>th</sup> Annual Plant Sale; ARTS Reading Cultural Group 7:25
    - b. Council on Aging Update 7:30
    - c. MAPC Member Report 7:45
    - d. RCTV Report 8:00
    - e. Review Town Manager Goals 8:15
    - f. Financial Update 8:30
    - g. Hearing – Application for Wine and Malt General on Premise Liquor License for The Art Lounge on Haven, 78 Haven Street 9:00
    - h. Transfer of All Alcohol Package Store License from Busa Reading Liquors LLC, to HT Reading Liquors LLC, 345 Main Street 9:15
  - 6) **Approval of Minutes**
    - a. April 19, 2016
  - 7) **Licenses, Permits and Approvals**

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



## Town of Reading Meeting Posting with Agenda

- 8) **Executive Session**
  - a. Approval of Minutes – April 19, 2016
- 9) **Correspondence**
  - copy a. Email from Jill Reddish, Verizon Fios TV, re: Upcoming Change to Fios TV Programming
  - copy b. Correspondence from Veteran's Services Officer Kevin Bohmiller to the Board of Selectmen re: Memorial Day
  - copy c. Email from Michelle Lugus to the Board of Selectmen re: Dollar Store

<b>DRAFT - BOARD OF SELECTMEN</b>			
<b>2016</b>	<b>AGENDAS</b>		<b>2016</b>
<i>4/28/2016</i>		<b>Responsibility</b>	<b>Start time</b>
	<b>Town Meeting April 25, 2016</b>	<b>Monday</b>	
	<b>Town Meeting April 28, 2016</b>	<b>Thursday</b>	
	<i>Town Meeting May 2, 2016</i>	<i>Monday</i>	
	<b>May 3, 2016</b>		
<b>Office Hour</b>	<b>Ensminger</b>		<b>6:30</b>
	<b>Police Officer Badge Pinning - Brian Lewis</b>	<b>Segalla</b>	<b>7:20</b>
	<b>Garden Club - May 14th annual plant sale; ARTS Reading cultural group</b>	<b>Kraunelis</b>	<b>7:25</b>
	<b>Council on Aging update</b>	<b>Burns</b>	<b>7:30</b>
	<b>MAPC Member Report</b>	<b>Sadwick</b>	<b>7:45</b>
	<b>RCTV Report</b>	<b>Crook</b>	<b>8:00</b>
	<b>Review Town Manager Goals</b>	<b>LeLacheur</b>	<b>8:15</b>
	<b>Financial Update</b>	<b>LeLacheur</b>	<b>8:30</b>
<b>Hearing</b>	<b>Liquor License application for Paint and Sip</b>	<b>LeLacheur</b>	<b>9:00</b>
<b>Hearing</b>	<b>Liquor License Transfer - Busa Liquors</b>	<b>LeLacheur</b>	<b>9:15</b>
	<b>May 11, 2016</b>	<b>Wednesday</b>	<b>6:00pm</b>
	<b>North Reading MWRA project update - joint meeting with North Reading Board of Selectmen</b>	<b>North Reading High School</b>	
	<b>May 17, 2016</b>		
<b>Proclamation</b>	<b>National Police Officer Week</b>		<b>7:15</b>
<b>Proclamation</b>	<b>National DPW Week</b>		
	<b>FY17 Non Union Classification &amp; Compensation Plans</b>	<b>LeLacheur</b>	<b>7:20</b>
<b>Hearing</b>	<b>Climate Advisory Committee Report</b>	<b>Boegel</b>	<b>7:30</b>
	<b>Trails Committee</b>	<b>Gardiner</b>	<b>7:50</b>
	<b>Hartshorn Avenue and Bancroft Avenue Parking regulations</b>	<b>LeLacheur</b>	<b>8:10</b>
<b>Hearing</b>	<b>Morton Field Signs</b>	<b>LeLacheur</b>	<b>8:25</b>
	<b>North Reading MWRA project update - joint meeting with NR Board of Selectmen</b>	<b>LeLacheur</b>	<b>8:30</b>
<b>Hold - Hearing</b>	<b>Liquor License Transfer - Ristorante Pavarotti</b>		<b>9:00</b>
	<b>June 1, 2016</b>	<b>Wednesday</b>	<b>7:00pm</b>
	<b>Community Listening Meeting</b>	<b>Coolidge MS</b>	
	<b>June 7, 2016</b>	<b>Tuesday</b>	<b>1:00pm</b>
	<b>Community Listening Meeting</b>	<b>Pleasant St Ctr</b>	

	<b>June 7, 2016</b>		
<b>Office Hour</b>	<b>Halsey</b>		<b>6:30</b>
	<b>Appoint Boards &amp; Committees</b>	<b>VASC</b>	<b>7:30</b>
	<b>Human Relations Advisory Committee</b>	<b>Snow Dockser</b>	<b>8:00</b>
	<b>Financial update</b>	<b>LeLacheur</b>	<b>8:30</b>
	<b>June 16, 2016</b>	<b>Thursday</b>	<b>7:00pm</b>
	<b>Community Listening Meeting</b>	<b>Parker MS</b>	
	<b>June 21, 2016</b>		
	<b>Town Accountant Quarterly Report</b>	<b>Angstrom</b>	<b>7:20</b>
	<b>Reappoint Town Accountant</b>	<b>Halsey</b>	<b>7:40</b>
	<b>Appoint Town Manager</b>	<b>Halsey</b>	<b>7:50</b>
	<b>July 12, 2016</b>		
<b>Office Hour</b>	<b>Arena</b>		
	<b>July 26, 2016</b>		
	<b>Senior Tax Relief</b>	<b>Board of Assessors</b>	<b>7:30</b>
	<b>Tax Classification discussion</b>	<b>LeLacheur</b>	<b>8:30</b>
	<b>August 16, 2016</b>		
<b>Office Hour</b>	<b>Berman</b>		
	<b>Close Warrant for Special Town Meeting 9/12</b>		
	<b>September 6, 2016</b>		
<b>Office Hour</b>	<b>Sexton</b>		
	<b>Preview Warrant for Subsequent Town Meeting</b>		
	<b>State Election September 8, 2016</b>	<b>Thursday</b>	
	<b>Special Town Meeting September 12, 2016</b>	<b>Monday</b>	
	<b>September 20, 2016</b>		
	<b>Close Warrant for Subsequent Town Meeting</b>		
	<b>October 4, 2016</b>		
<b>Office Hour</b>	<b>Ensminger</b>		
	<b>Close Warrant for Special Election 10/18/16</b>		

	<b>Vote Warrant Articles for Subsequent Town Meeting 11/14/16</b>		
	<b>Special Election October 18, 2016</b>	<b>Tuesday</b>	
	<b>October 25, 2016</b>		
	<b>Close Warrant for Presidential and State Elections 11/8/16</b>		
	<b>Town Meeting November 14, 2016</b>	<b>Monday</b>	
	<b>Town Meeting November 17, 2016</b>	<b>Thursday</b>	
	<b>Town Meeting November 21, 2016</b>	<b>Monday</b>	
	<b>Town Meeting November 28, 2016</b>	<b>Monday</b>	
	<b>Town Meeting December 1, 2016</b>	<b>Thursday</b>	
	<b>November 15, 2016</b>		
<b>Office Hour</b>	<b>Halsey</b>		
	<b>November 29, 2016</b>		
	<b>December 13, 2016</b>		
<b>Office Hour</b>	<b>Arena</b>		

<b>Future Agendas</b>			
	<b>Woburn Street 40B (St. Agnes) update</b>	<b>Delios</b>	
	<i>Board of Selectmen Policies: Article 1 General Operating Procedures</i>	<i>LeLacheur</i>	
	<i>Board of Selectmen Policies: Article 2 Volunteer Boards/Committees/Commissions</i>	<i>LeLacheur</i>	
	<i>Board of Selectmen Policies: Article 3 Licenses</i>	<i>LeLacheur</i>	
	<b>Review I&amp;I policy</b>		
	<b>Multi Board/Committee Summit</b>		
	<b>Reading 2020 Community Meeting</b>		
	<b>Downtown Parking</b>		
	<b>Joint Meeting with RMLD Commissioners</b>		
	<b>Strout Avenue Master Plan</b>		
<b>Recurring Items</b>			
	<b>Close Warrant: Nov TM by 9/27</b>		
	<b>Close Warrant: Presidential &amp; State Elections by 11/1 (Elections are 11/8)</b>		
	<b>Review BOS/TM Goals</b>	<b>Mar &amp; Sep</b>	<b>Semi-ann</b>
	<b>Review Customer Service survey results</b>	<b>Feb &amp; Aug</b>	<b>Semi-ann</b>
	<b>Review Regionalization efforts</b>		<b>as needed</b>
<b>Hearing</b>	<b>Appointments of Boards &amp; Committees</b>	<b>June</b>	<b>Annual</b>
<b>Hearing</b>	<b>Approve Classification &amp; Compensation</b>	<b>June</b>	<b>Annual</b>
<b>Hearing</b>	<b>Tax Classification</b>	<b>October</b>	<b>Annual</b>
	<b>Approve licenses</b>	<b>December</b>	<b>Annual</b>
<b>Reports to BOS</b>	<b>Town Accountant Report</b>		<b>Qtrly</b>
	<b>RCTV members Report</b>		<b>Semi-ann</b>
	<b>CAB (RMLD) member Report</b>		<b>Semi-ann</b>
	<b>MAPC member Report</b>		<b>Semi-ann</b>
	<b>Reading Housing Authority Report</b>		<b>Annual</b>
	<b>Reading Ice Arena Report</b>		<b>Annual</b>
	<b>BOS Appointed Boards &amp; Committees</b>	<b>NEW</b>	<b>Annual</b>

Reading 2020 Working Groups for FY16

			Community Partners REGIONAL	Community Partners NON PROFIT/PRIVATE	Services & Perf Measure	Communication	Strategic Planning	Strategic Real Estate	Strategic Policy	Internal Operations
			R2010-1	R2020-2	R2020-3	R2020-4	R2020-5	R2020-6	R2020-7	R2020-8
Dan Ensminger, <b>Chair</b>	BOS	4	BOS	BOS		BOS			BOS	
John Halsey, <b>Vice Chair</b>	BOS	4	BOS	BOS			BOS	BOS		
John Arena	BOS	2			BOS				BOS	
Barry Berman	BOS	2			BOS		BOS			
Kevin Sexton, <b>Vice Chair</b>	BOS	2				BOS		BOS		
Amy Lannon	Library	2				staff				staff
Bob LeLacheur	Tn Mgr	4	<b>CHAIR</b>				staff	staff	<b>CHAIR</b>	
Greg Burns	Fire	2					staff		staff	
Jane Kinsella <b>now DPW</b>	Adm Svc	2			<b>CHAIR</b>					staff
Jean Delios	Pub Svc	3		staff			staff	<b>CHAIR</b>		
Jeff Zager	DPW	2						staff		staff
Jessie Wilson	Pub Svc	2			staff		<b>CHAIR</b>			
Jim Cormier	Police	2	staff						staff	
Joe Huggins <b>now Fac.</b>	DPW	2						staff		staff
John Feudo	Pub Svc	2		<b>CHAIR</b>				staff		
Judi Perkins	Adm Svc	2							staff	staff
Kevin Furilla	Adm Svc	2				staff				staff
Mark Segalla <b>now Chief</b>	Police	2				staff				staff
Matt Kraunelis	Adm Svc	3	staff			<b>CHAIR</b>			staff	
Nancy Heffernan	Finance	2			staff					staff
Ruth Urell	Library	2		staff					staff	
Sharon Angstrom	Finance	2			staff					staff

**Reading 2020 FY16 Working Groups & Goals**

**R2020-1 Community Partners - Regional**

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

complete	100%				
complete	100%				
complete	100%				

**R2020-2 Community Partners - Non Profit/Private**

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

ongoing		75%			
ongoing			50%		

**R2020-3 Services & Performance Measurement**

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

some progress				25%	
done	100%				

**R2020-4 Communication**

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

done	100%				
some progress				25%	
in progress			50%		
almost done		75%			

**R2020-5 Strategic Planning**

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

done	100%				
consultant			50%		
<b>NOT DONE</b>					0%

**R2020-6 Strategic Real Estate**

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

in progress					<i>done our role</i>
in progress					<i>done our role</i>
in progress			50%		
done	100%				
ongoing			50%		
in progress					
huff, puff		75%			
Town Counsel		75%			

**R2020-7 Strategic Policy**

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

Nov '16 TM		75%			
Nov '16 TM		75%			
<b>NOT DONE (liquor)</b>					0%

**R2020-8 Internal Operations**

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

done	100%				
in progress				25%	
in progress		75%			
done	100%				
in progress		75%			

502

# 2016 Town of Reading - Town Financial Calendar

Courtesy of **WinCalendar**

WinCalendar	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Dec 2015</b>	27	28	29	30	31	1 HOLIDAY	2
<b>Jan 2016</b>	3	4	5	6	7	8	9
	10	11 SC FY17 budgets	12 BOS FY17 budgets	13	14 SC FY17 budgets	15	16
	17	18 HOLIDAY	19 BOS FY17 budgets	20 Fin'l Forum at Sr Ctr	21 SC FY17 budgets	22	23
	24	25 SC FY17 budgets	26	27	28	29	30
	31	1	2	3	4	5	6
<b>Feb 2016</b>	7	8	9	10 FINC overview	11	12	13
	14	15 HOLIDAY	16	17	18	19	20
	21	22	23 BOS overview at Parker MS	24	25	26	27
	28	29	1 Elections	2 FINC FY17 bdgts	3	4	5
<b>Mar 2016</b>	6	7	8 BOS revs/exps	9 FINC FY17 bdgts	10	11	12
	13	14	15	16 FINC FY17 bdgts	17	18	19
	20	21	22 BOS ethics at Sr Ctr	23	24	25	26
	27	28	29	30 FINC FY17 bdgts	31	1	2
<b>Apr 2016</b>	3	4	5 BOS	6	7	8	9
	10	11	12	13	14	15	16
	17	18 HOLIDAY	19 BOS	20	21	22	23
	24	25 Town Meeting	26	27	28 Town Meeting	29	30

5/1

WinCalendar	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
May 2016	1	2	3 BOS	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17 BOS	18	19	20	21
	22	23	24	25	26	27	28
	29	30 HOLIDAY	31	1 NEIGHBORHOOD MEETINGS	2	3	4
Jun 2016	5	6	7 BOS NEIGHBORHOOD MEETINGS (day)	8	9	10	11
	12	13	14	15	16 NEIGHBORHOOD MEETINGS	17	18
	19	20	21 BOS	22	23	24	25
	26	27	28	29 FINC yr end	30	1	2
Jul 2016	3	4 HOLIDAY	5	6	7	8	9
	10	11	12 BOS	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26 BOS	27	28	29	30
	31	1	2	3	4	5	6
Aug 2016	7	8	9	10	11	12	13
	14	15	16 Close Warrant for Special TM	17	18	19	20
	21	22	23	24	25 NEIGHBORHOOD MEETINGS	26	27
	28	29	30	31	1 NEIGHBORHOOD	2	3

SFZ

WinCalendar	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					MEETINGS		
Sep 2016	4	5 HOLIDAY	6 BOS	7 Fin'l Forum	8 State Election	9	10
	11	12 Spec Town Mtg	13 Notify Town Clerk of Special Election	14	15 Spec Town Mtg	16	17
	18	19	20 BOS	21	22		24
	25	26	27	28	29 NEIGHBORHOOD MEETINGS	30	1
Oct 2016	2	3	4 BOS	5	6 NEIGHBORHOOD MEETINGS	7	8
	9	10 HOLIDAY	11	12 FINC regular	13	14	15
	16	17	18 Spec Election	19	20	21	22
	23	24	25 BOS	26 Fin'l Forum	27	28	29
	30	31	1	2	3	4	5
Nov 2016	6	7	8 Elections	9 FINC regular	10	11 HOLIDAY	12
	13	14 Town Meeting	15 BOS	16	17 Town Meeting	18	19
	20	21 Town Meeting	22	23	24 HOLIDAY	25	26
	27	28 Town Meeting	29 BOS	30	1	2	3
Dec 2016	4	5	6	7	8	9	10
	11	12	13 BOS	14 FINC regular	15	16	17
	18	19	20	21	22	23	24
	25	26 HOLIDAY	27	28	29	30	31

5F3

## LEGAL NOTICE



### TOWN OF READING

To the Inhabitants of the Town  
of Reading:

Please take notice that the Board of Selectmen of the Town of Reading will hold a public hearing on May 3, 2016 at 9:00 p.m. in the Selectmen's Meeting Room, 16 Lowell Street, Reading, Massachusetts on approval of a Wine and Malt General On Premise liquor license for The Art Lounge on Haven, 78 Haven Street, Reading, Massachusetts.

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

All interested parties are invited to attend the hearing, or may submit their comments in writing or by email prior to 6:00 p.m. on May 3, 2016 to [townmanager@ci.reading.ma.us](mailto:townmanager@ci.reading.ma.us)

By order of  
Robert W. LeLacheur  
Town Manager

4.21.16

S91

ADRIAN PAMELA  
87 ASH ST  
READING, MA 01867

BARILE RALPH A ETAL TRS BEAUFORT REALTY  
TRUST  
11 LINDEN ST  
READING, MA 01867

BLUNT RALPH C ADELE F BLUNT  
22 LINDEN ST  
READING, MA 01867

BRUKILACCHIO THOMAS J SARAH H  
BRUKILACCHIO  
48 MAPLE RIDGE ROAD  
READING, MA 01867

C&S CAPITAL PROPERTIES LLC  
51 MAIN ST  
STONEHAM, MA 02180

CAIN KENNETH J ETAL TRS CAIN REALTY  
TRUST  
16 GOULD ST  
READING, MA 01867

CAPOBIANCO TONY R AMANDA C  
CAPOBIANCO  
8 GOULD ST  
READING, MA 01867

CARLSON RICHARD W TR 55 HAVEN ST  
REALTY TRUST  
60 HARBOR AVE  
MARBLEHEAD, MA 01945

CARLSON RICHARD W TR 55 HAVEN STREET  
REALTY TRUST  
60 HARBOR AVE  
MARBLEHEAD, MA 01945

CICCARIELLO PATSY TRUSTEE LINDEN STREET  
REALTY TRUST  
597 MAIN ST UNIT B7  
STONEHAM, MA 02180

COLOMBA FRANK J  
2-4 BRANDE CT UNIT A  
READING, MA 01867

COLOMBA GIUSEPPE ETAL TRUSTEES  
COLOMBA- BRANDE COURT NOMINEE  
TRUST  
30 FRANKLIN ST  
READING, MA 01867

COLOMBO ROBERT G ETAL TRS COLOMBO,  
O`LEARY & COLOMBO R T  
70 HAVEN ST  
READING, MA 01867

CROSBY JOHN K ETAL TRS J & B CROSBY  
REALTY TRUST  
175 HAVEN ST  
READING, MA 01867

DADY KRISTEN  
83 ASH ST  
READING, MA 01867

DAHODWALA ALIASGAR Z RUKAIYA A  
DAHODWALA  
80 WOBURN ST  
READING, MA 01867

DORANDI DENNIS M MARY S DORANDI  
32 GREEN ST  
READING, MA 01867

FILLMORE SCOTT N JANET M FARINHA  
25 LINDEN ST  
READING, MA 01867

FISCHER ANGELA G  
45 ASH ST  
READING, MA 01867

GALLO MATTEO TRUSTEE OCEAN VIEW  
NOMINEE TRUST  
376 NORTH ST  
BOSTON, MA 02113

GREEN DONALD M AYSE GREEN  
35 COPELAND AVE  
READING, MA 01867

GWT HAVEN REALTY LLC  
2 HAVEN ST UNIT 301  
READING, MA 01867

HALL MARK G TRUSTEE DEPOT REALTY  
TRUST  
286 PARK ST  
NORTH READING, MA 01864

HARRIS W RUSSELL ETAL TRS HARRIS REALTY  
TRUST  
90 WOBURN ST  
READING, MA 01867

HIGH STREET LIMITED PARTNERSHI  
107 WOBURN ST  
READING, MA 01867

HOME BDG CORP OF READING CNCL  
KNIGHTS OF COLUMBUS INC  
11 SANBORN ST  
READING, MA 01867

HOME BDG CORP OF READING COUN  
KNIGHTS OF COLUMBUS INC  
15 SANBORN ST  
READING, MA 01867

KAUFMAN NAOMI J  
64 WOBURN ST  
READING, MA 01867

KELLEY TIMOTHY J CHRISTINE M KELLEY  
84 WOBURN STREET  
READING, MA 01867

KELLEY TIMOTHY J CHRISTINE M KELLEY  
84 WOBURN STREET  
READING, MA 01867

KILEY ROBERT J TR 34 GOULD STREET REALTY TRUST  
34 GOULD ST  
READING, MA 01867

LATINA MARK A TRSTEE HAVEN JUNCTION RLTY TR  
20 POND MEADOW DR STE 204  
READING, MA 01867

LEHR EVELYN J TRUSTEE THE LEHR FAMILY TRUST  
16 GREEN ST  
READING, MA 01867

LJH 159 HAVEN STREET LLC  
21 ANGLEWOOD LN  
NORTH READING, MA 01864

LJH 169 HAVEN STREET LLC  
21 ANGLEWOOD LN  
NORTH READING, MA 01864

LJH BRANDE COURT LLC  
21 ANGLEWOOD LN  
NORTH READING, MA 01864

MA YOUSHEG ETAL TRUSTEES ALPHA ONE REALTY TRUST  
2 HAVEN ST UNIT 303  
READING, MA 01867

MAHER PHILIP R PRISCILLA M MAHER  
72 WOBURN ST  
READING, MA 01867

MORIN DONNA M  
10 GOULD ST  
READING, MA 01867

NORET CHARLES R CINDY W NORET  
15 CHUTE ST  
READING, MA 01867

PELLET & MIME LLC  
2 HAVEN ST UNIT 206  
READING, MA 01867

PJC REALTY MA, INC. C/ O RITE AID  
P O BOX 3165  
HARRISBURG, PA 17105

READING CO- OPERATIVE BANK  
180 HAVEN STREET  
READING, MA 01867

READING CO- OPERATIVE BANK  
180 HAVEN ST  
READING, MA 01867

READING LLC A MASSACHUSETTS LTD LIABILITY CO  
PO BOX 43  
WILMINGTON, MA 01887

READING MASONIC BLDG ASSOC  
PO BOX 521  
READING, MA 01867

READING ORTHODONTICS P.C.  
2 HAVEN ST #201  
READING, MA 01867

READING POST OF THE AMERICAN LEGION OF MASS. NUMBER 62  
37 ASH ST  
READING, MA 01867

RUCKER CLIFFORD L ETAL TRS C & M REALTY TRUST  
PO BOX 4051  
PEABODY, MA 01961

RUCKER CLIFFORD L ETAL TRS C & M REALTY TRUST  
PO BOX 4051  
PEABODY, MA 01961

SAMPSON STEPHEN J  
2 HAVEN ST STE 208  
READING, MA 01867

SCIANDRA ANGELA J  
34 GREEN ST  
READING, MA 01867

SILVA JOSEPH M  
18 GREEN ST  
READING, MA 01867

SPYROU LEONIDAS  
9 COBBLESTONE LANE  
SUDBURY, MA 01776

STINCHFIELD ANNE  
47 PRESCOTT ST  
READING, MA 01867

74 WOBURN ST LLC  
10 MIDDLESEX AVE - UNIT 1  
WILMINGTON, MA 01887

T.B. DONOVAN LLC  
42 BOSTON ROCK RD  
MELROSE, MA 02176

TASKER SUSAN E TRUSTEE HAVEN STREET TRUST  
1 HAVEN ST  
READING, MA 01867

TRAN MINH LY CONG TRAN  
78 WOBURN ST  
READING, MA 01867

US OF AMERICA ADMR GEN SER  
SANBORN ST  
READING, MA 01867

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US OF AMERICA POST OFFICE  
136 HAVEN ST  
READING, MA 01867

VENEZIANO DANIELE C/ O BOSTON REALTY  
ASSOC.  
1102 COMMONWEALTH AVE  
BOSTON, MA 02215

WETZLER RICHARD E LUCINDA L DAMON-  
BACH  
9-11 GOULD ST  
READING, MA 01867

WILLWERTH WADE TRUSTEE HANLEY REALTY  
TRUST  
26 GREEN ST  
READING, MA 01867

YOUSHENG MA HUIBIN P WANG  
2 HAVEN STREET #303  
READING, MA 01867

ZZW REALTY LLC  
2 HAVEN ST - UNIT #203  
READING, MA 01867

GILLIES PETER W DEYERMENJIAN DIANA  
217 HIGH ST  
READING, MA 01867

EHRET JAMES R EHRET CHARITY C  
77 ASH STREET  
READING, MA 01867

ZOPATTI MONTE J (LE) CAROLYN L COOK  
ETAL  
20 VILLAGE BROOK LANE C/ O SYLVIA  
NEWTON  
DERRY, NH 03038

HURLEY SHAH REALTY LLC  
2 HAVEN STREET #204  
READING, MA 01867

DWYER WAYNE  
61 ASH ST  
READING, MA 01867

GRAHAM GALE S  
14 GREEN ST  
READING, MA 01867

NEW ENGLAND TEL & TEL CO C/ O NYNEX  
PROP DEPT  
PO BOX 152206  
IRVING, TX 75015-2206

NORDEN MARILYN  
18 LINDEN STREET  
READING, MA 01867

TAORMINA JOYCE TAORMINA JESSE  
7 GOULD STREET  
READING, MA 01867

DARDENO PHILIP ETAL TRUSTEES PRD  
REALTY TRUST  
PO BOX 236  
READING, MA 01867

MCLEAN HEATHER KATHLEEN MCLEAN  
DIANE LYNN  
20 GREEN ST  
READING, MA 01867

HEIDIE BRONWYN 1/2 GERMAN MANUEL  
ETAL 1/2  
12 LINDEN ST  
READING, MA 01867

HALL JASON F HALL PAIGE A  
68 CENTRAL AVE UNIT 302  
MEDFORD, MA 02155

41-49 HIGH STREET LLC  
P O BOX 437  
HAWTHORNE, MA 01937

GREGORIO PHILIP J ETAL TRSTEEES GREGORIO  
FAMILY REV LVG TRUST  
57 RUSTIC LN  
READING, MA 01867

VIEGAS STEPHEN G VIEGAS SUSAN C  
2 HAVEN ST #306  
READING, MA 01867

HERZBERG DANIEL M GUILLIAMS ROSEMARY  
C  
81 ASH ST  
READING, MA 01867

JAMMAL HAVEN STREET LLC  
175 GREAT ROAD SUITE 100  
BEDFORD, MA 01730

OAK- RJF 30 HAVEN LLC  
30 HAVEN STREET  
READING, MA 01867

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# READING POLICE DEPARTMENT

15 Union Street • Reading, Massachusetts 01867

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

## EXECUTIVE SUMMARY

### New Liquor License – The Art Lounge, LLC

April 22, 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 New Liquor License for The Art Lounge, LLC which will be located at 78 Haven Street. This application will be going before the Board of Selectmen at their meeting on May 03, 2016.

#### Manager and Members:

- 1) Manger of Record and Member: Judy Barolak
- 2) Member: Robert S. Kajander

#### Ownership Interests:

- 1) Judy Barolak - 51% stock ownership
- 2) Robert S. Kajander - 49% stock ownership

#### Criminal History:

- Board of Probation checks and In-house history checks were run on the above named parties listed above under Manager and Members.
  - The above named parties have not been convicted of violating any Massachusetts state laws.
  - The above named parties have no relevant in-house involvement in our system.

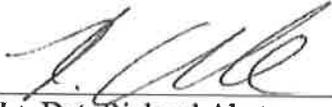
#### Liquor License History:

- The above named parties, who have a direct or indirect beneficial interest in this license, have never held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages.

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'R. Abate', written over a horizontal line.

Li. Det. Richard Abate  
Criminal Division Commander

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April 16, 2016

The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission

To whom it may concern,

Please accept the attached new application for an Alcoholic Beverage License. I am applying for a General On Premise, Wine & Malt Beverages Only license for my business The Art Lounge on Haven located in Reading, Massachusetts. I am pleased to have this opportunity to apply for this license complying under the full extent of the law.

An alcoholic beverage liquor license is essential to the success of my new formed business. This business falls under the new, fast growing category called the "Paint & Sip" industry. It is a painting lesson where wine & malt are served; essentially doing a painting as entertainment.

The target audience is females aged 25-65 who want an adult atmosphere to enjoy a glass of wine with friends and be entertained. Thus, serving wine & malt is necessary for the business to be viable in that it elevates the experience to a "mature" level. Worth noting: wine & malt are *part* of the experience, it is not *the* experience.

This business will be efficient therefore successful due to low operating costs and precise inventory. Customers pre-register for classes ahead of time on-line, therefore all alcohol inventory needs are precisely calculated based on class size. This eliminates the need for excess alcohol stock or inventory.

Alcohol security measures are taken seriously. All alcohol inventory will be secured and stored in a locked cabinet in a back room with no windows. Servers of alcoholic beverages will successfully complete an alcohol management or server training course approved by the Liquor Liability Joint Underwriting Association of Massachusetts before becoming employed. There will be a certified manager (myself) on the premises at all operating times. Also Liquor Liability Insurance in the amount determined by the Local Licensing Authority will be in place if such license is granted.

On a personal note, I am a current Reading resident of 24 years and have a vested interest in the business community. My husband and I have been Reading business owners for 15 years and have the experience and knowledge of Reading's business environment. I understand and respect the responsibilities that come with obtaining a wine & malt license and would operate my business adhering to all regulations associated with such a license.

I appreciate your consideration with this application,



Judy Barolak  
Manager, The Art Lounge  
2 Center Avenue, Reading MA 01867  
781-315-9154

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

For Reconsideration

FORM 43  
 MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

[Empty Box]

Reading

05/03/2016

ABCC License Number

City/Town

Local Approval Date

TRANSACTION TYPE (Please check all relevant transactions):

- New License
- Transfer of License
- Change of Manager
- Cordials/Liqueurs Permit
- 6-Day to 7-Day License
- New Officer/Director
- Change of Location
- Alteration of Licensed Premises
- Issuance of Stock
- Management/Operating Agreement
- Pledge of License
- Pledge of Stock
- Transfer of Stock
- New Stockholder
- Wine & Malt to All Alcohol
- Change Corporate Name
- Seasonal to Annual
- Change of License Type
- Other [Empty Box]

Name of Licensee: The Art Lounge LLC      EIN of Licensee: [Empty Box]

D/B/A: The Art Lounge on Haven      Manager: Judy Barolak

ADDRESS: 78 Haven Street      CITY/TOWN: Reading      STATE: MA      ZIP CODE: 01867

Annual      Wine & Malt      General on Premise      Granted under Special Legislation? Yes  No

Annual or Seasonal      Category: (All Alcohol; Wine & Malt; Wine, Malt & Cordials; Wine; Malt)      Type: (Restaurant, Club, Package Store, General On Premises, Etc.)      If Yes, Chapter [Empty Box] Year [Empty Box]

Complete Description of Licensed Premises:

Single story premises with no basement and no outdoor area. Interior consists of two rooms at approximately 610 s.f. One entrance and two exists. Front entrance and exit on Haven Street; rear exit leads to private alleyway parking on Brande Court.

Application Filed: Apr 20, 2016      Advertised: Apr 21, 2016      Abutters Notified: Yes  No

Date & Time      Date & Attach Publication

Licensee Contact Person for Transaction: Judy Barolak      Phone: [Empty Box]

ADDRESS: [Empty Box]      CITY/TOWN: Reading      STATE: MA      ZIP CODE: 01867

Remarks: [Empty Box]

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission  
 Ralph Sacramone  
 Executive Director

ABCC Remarks:



APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Reading

1. LICENSEE INFORMATION:

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

B. Business Name (if different) : The Art Lounge on Haven

C. Manager of Record: Judy Barolak

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

E. Address of Licensed Premises: 78 Haven Street

City/Town: Reading

State: MA

Zip: 01867

F. Business Phone: TBD

G. Cell Phone:

H. Email:

I. Website:

J. Mailing address (if different from E.):

City/Town: Reading

State: MA

Zip: 01867

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

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

NAME:

ADDRESS:

CITY/TOWN:  STATE:  ZIP CODE:

CONTACT PHONE NUMBER:  FAX NUMBER:

EMAIL:

**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."

Single story premises with no basement and no outdoor area. Interior consists of two rooms at approximately 610 s.f. One entrance and two exits. Front entrance and exit on Haven Street; rear exit leads to private alleyway parking on Brande Court.

Total Square Footage:  Number of Entrances:  Number of Exits:

Occupancy Number:  Seating Capacity:

**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?

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

Other:

Landlord is a(n):  Other:

Name:  Phone:

Address:  City/Town:  State:  Zip:

Initial Lease Term: Beginning Date  Ending Date

Renewal Term:  Options/Extensions at:  Years Each

Rent:  Per Year Rent:  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.

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**9. LICENSE STRUCTURE:**

The Applicant is a(n):

Other:

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

Date of Incorporation/Organization:

State of Incorporation/Organization:

Is the Corporation publicly traded? Yes  No

**10. INTERESTS IN THIS LICENSE:**

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

**IMPORTANT ATTACHMENTS (4):**

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

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form (unless they are a landlord entity)

Name	All Titles and Positions	Specific % Owned	Other Beneficial Interest
Judy Barolak	Manager & member	51%	
Robert S. Kajander	Member	49%	

\*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
	<input type="text" value="Please Select"/>	

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

**12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:**

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes  No  If yes, list said interest below:

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

**13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:**

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

Date	License	Reason of Suspension, Revocation or Cancellation

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

**A.) For Individual(s):**

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

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

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

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

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

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

**A.) For Individual(s):**

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

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

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

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

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

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**16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:**

A. Purchase Price for Real Property:	
B. Purchase Price for Business Assets:	
C. Costs of Renovations/Construction:	\$10,000.00
D. Initial Start-Up Costs:	\$13,000.00
E. Purchase Price for Inventory:	\$1,300.00
F. Other: (Specify)	
<b>G: TOTAL COST</b>	<b>\$24,300.00</b>
<b>H. TOTAL CASH</b>	<b>\$24,300.00</b>
<b>I. TOTAL AMOUNT FINANCED</b>	

**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):**

Personal funds of Judy Barolak and Robert S. Kajander, spouse.

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

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

Name	Dollar Amount	Type of Financing

\*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:

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

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

1. If yes, to whom:

2. Amount of Loan:

3. Interest Rate:

4. Length of Note:

5. Terms of Loan :

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

1. If yes, to whom:

2. Number of Shares:

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

If yes, to whom:

**IMPORTANT ATTACHMENTS (6):** If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

**20. CONSTRUCTION OF PREMISES:**

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

Existing interior is a finished space with bathroom facilities. HVAC and all utilities into building. Tenant updating current bathroom fixtures in place.

21. ANTICIPATED OPENING DATE: 2016-07-01

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

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Additional Space

Please note which question you are using this space for.

MANAGER APPLICATION

4. Background Information

D. Employment

8/2013-present

Sales Associate. William-Sonoma Stores, Inc. 3250 Van Ness Blvd., San Francisco, CA 94109. 415-421-7900

1/2003-present

Sales. Atlantic Framing Co., 78 Haven Street, Reading, MA 01867. 781-944-4169

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APPLICANT'S STATEMENT

I, Judy Barolak the:  sole proprietor;  partner;  corporate principal;  LLC/LLP member  
Authorized Signatory

of The Art Lounge LLC, hereby submit this application for General On-Premise license  
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: Judy Barolak

Date: 4-16-2016

Title: Manager

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**MEMBER'S RESOLUTION**  
**The Art Lounge, LLC**

At an April 16, 2016 meeting of the Members and Manager of **The Art Lounge LLC**, held at 2 Center Avenue, Reading, Massachusetts, at which all of the Members and Manager were present and voting, it was unanimously resolved as follows:

**RESOLVED:** That Judy Barolak, the manager of the LLC (the "Manager"), is hereby authorized, empowered and directed on behalf of the LLC to a lease for approximately 610 square feet of commercial space in the building at 78 HAVEN STREET, READING, MASSACHUSETTS and take any further action as said Manager deems necessary or appropriate in this regard.

**RESOLVED:** That Judy Barolak, the manager of the LLC (the "Manager"), is hereby authorized, empowered and directed on behalf of the LLC to prepare and file on behalf of the LLC such petitions and applications for issuance of an General On Premises, Malt and Wine Only license to the LLC, doing business as The Art Lounge on Haven, to be located at 78 HAVEN STREET, READING, MASSACHUSETTS, and take any further action as said Manager deems necessary or appropriate in this regard.

Undersigned, being the sole Manager and two Members of the LLC do hereby confirm the above resolution and do certify that the foregoing represents an actual resolution of the LLC and that the LLC is bound thereby and that said resolution is in full force and effect on this date.

DATE: April 16, 2016

  
\_\_\_\_\_

Judy Barolak, Manager and Member

  
\_\_\_\_\_

Robert Scott Kajander, Member



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**MANAGER APPLICATION**

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

**1. LICENSEE INFORMATION:**

Legal Name of Licensee:  Business Name (dba):

Address:

City/Town:  State:  Zip Code:

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

**2. MANAGER INFORMATION:**

A. Name:  B. Cell Phone Number:

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

**3. CITIZENSHIP INFORMATION:**

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

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

**4. BACKGROUND INFORMATION:**

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

If yes, please describe:

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

If yes, please describe:

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

If yes, please describe:

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

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

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The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**PERSONAL INFORMATION FORM**

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

**1. LICENSEE INFORMATION:**

A. Legal Name of Licensee	<input type="text" value="The Art Lounge LLC"/>	B. Business Name (dba)	<input type="text" value="The Art Lounge on Haven"/>	
C. Address	<input type="text"/>	D. ABCC License Number (If existing licensee)	<input type="text"/>	
E. City/Town	<input type="text" value="Reading"/>	State	<input type="text" value="MA"/>	Zip Code <input type="text" value="01867"/>
F. Phone Number of Premise	<input type="text" value="TBD"/>	G. EIN of License	<input type="text"/>	

**2. PERSONAL INFORMATION:**

A. Individual Name	<input type="text" value="Judy Barolak"/>	B. Home Phone Number	<input type="text"/>	
C. Address	<input type="text"/>			
D. City/Town	<input type="text" value="Reading"/>	State	<input type="text" value="MA"/>	Zip Code <input type="text" value="01867"/>
E. Social Security Number	<input type="text"/>	F. Date of Birth	<input type="text"/>	
G. Place of Employment	<input type="text" value="Williams-Sonoma Stores, Inc., San Francisco, CA, 415-421-7900"/>			

**3. BACKGROUND INFORMATION:**

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

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

**4. FINANCIAL INTEREST:**

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license (i.e. percentage ownership).

My spouse, Robert S. Kajander and I will be personally funding this business. I will be working as General Manager, thus drawing a salary.

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

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

Signature	<input type="text" value="Judy Barolak"/>	Date	<input type="text" value="4-16-2016"/>
Title	<input type="text" value="Manager"/>	(If Corporation/LLC Representative)	

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The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**PERSONAL INFORMATION FORM**

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

**1. LICENSEE INFORMATION:**

A. Legal Name of Licensee  B. Business Name (dba)

C. Address

D. ABCC License Number (if existing licensee)

E. City/Town  State  Zip Code

F. Phone Number of Premise  G. EIN of License

**2. PERSONAL INFORMATION:**

A. Individual Name  B. Home Phone Number

C. Address

D. City/Town  State  Zip Code

E. Social Security Number

F. Date of Birth

G. Place of Employment

**3. BACKGROUND INFORMATION:**

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

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

**4. FINANCIAL INTEREST:**

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

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

Signature  Date

Title  (If Corporation/LLC Representative)

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The Commonwealth of Massachusetts  
William Francis Galvin

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Federal Employer Identification Number: \_\_\_\_\_, *must be 9 digits*

1. The exact name of the limited liability company is: THE ART LOUNGE LLC

2a. Location of its principal office:

No. and Street:

City or Town: READING State: MA Zip: 01867 Country: USA

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

No. and Street:

City or Town: READING State: MA Zip: 01867 Country: USA

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

TO ENGAGE IN THE BUSINESS OF PROVIDING ART CLASSES TO INCLUDE THE SALE OF FOOD AND ALCOHOLIC AND BEVERAGES. TO ENTER INTO AND CONDUCT ANY OTHER LAWFUL BUSINESS OR ACTIVITY WHICH MAY BE CARRIED ON BY A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS; INCLUDING, WITHOUT LIMITATION, MANAGING, DISPOSING AND ACQUIRING OF REAL AND PERSONAL PROPERTY.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JUDY BAROLAK

No. and Street:

City or Town: READING State: MA Zip: 01867 Country: USA

I, JUDY BAROLAK resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JUDY ANN BAROLAK	READING, MA 01867 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JUDY ANN BAROLAK	READING, MA 01867 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 27 Day of February, 2014,  
JUDY BAROLAK**

*(The certificate must be signed by the person forming the LLC.)*

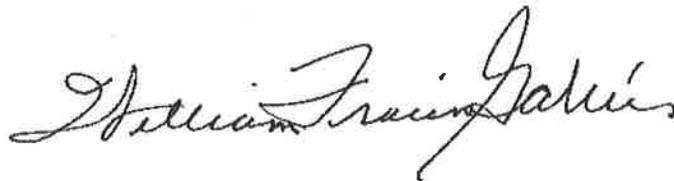
5922

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

April 15, 2016 11:37 AM

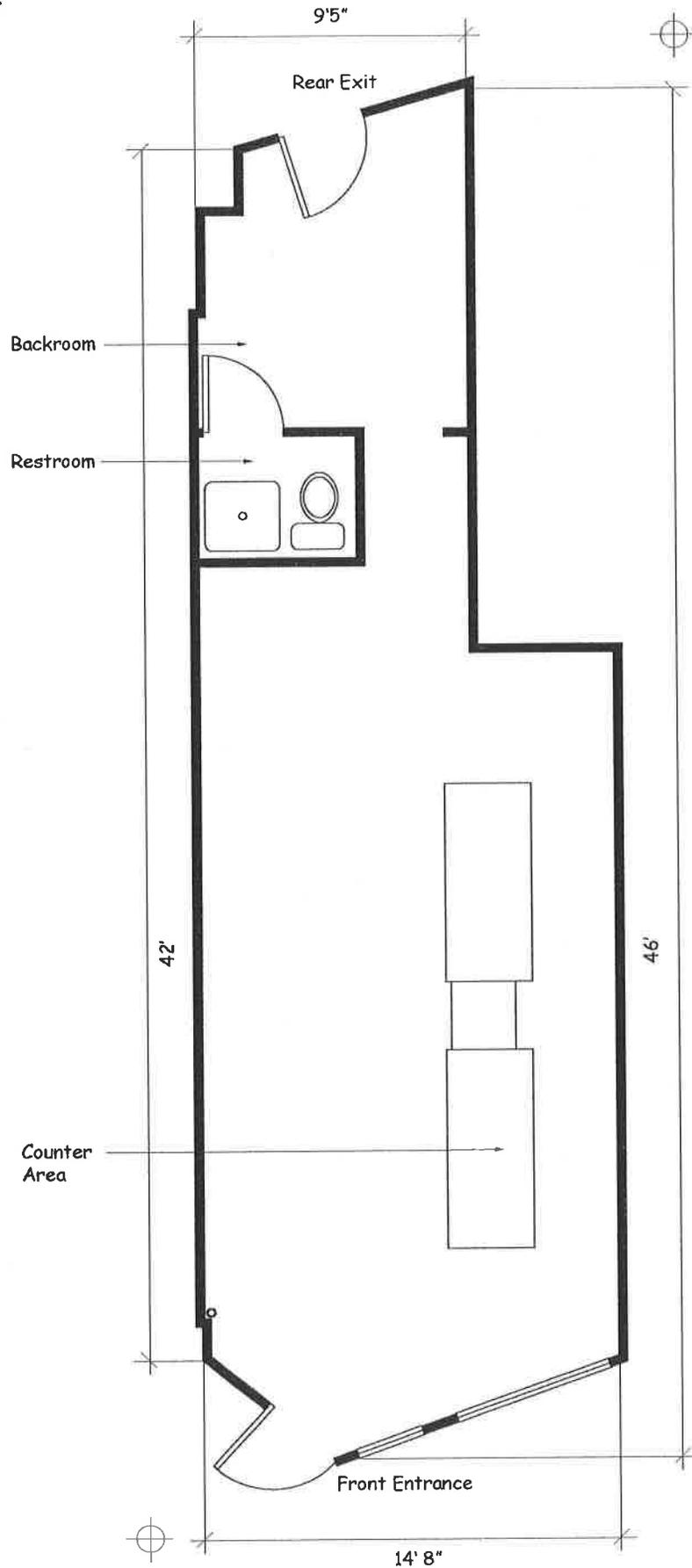
A handwritten signature in cursive script that reads "William Francis Galvin".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

5924

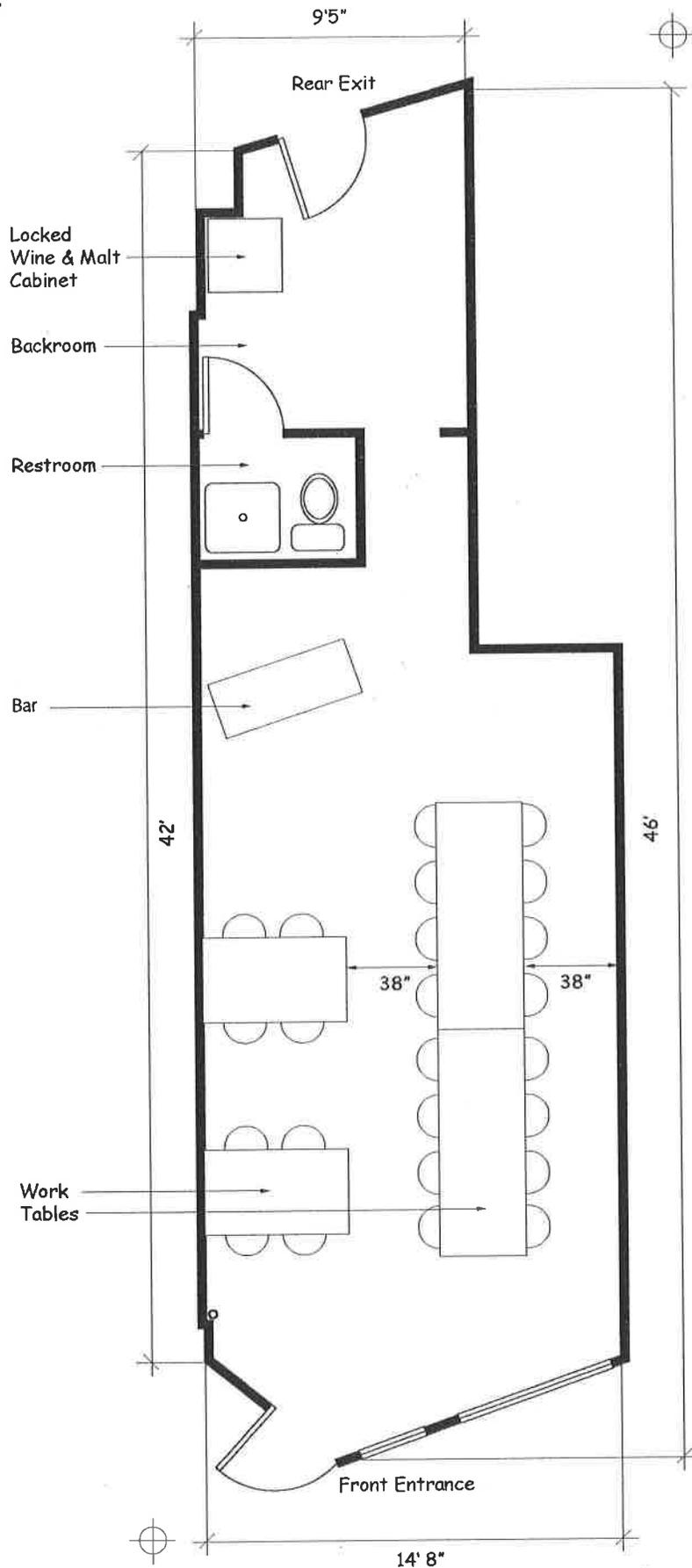
78 Haven Street  
Existing



610 sq. ft.  
(170 backroom,  
440 front)

59<sup>25</sup>

78 Haven Street  
Proposed



610 sq. ft.  
(170 backroom,  
440 front)

5926

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LEASE

This Lease is made between LJH Realty Linden Street LLC ("Lessor"), and The Art Lounge LLC dba The Art Lounge on Haven, ("Tenant"). Tenant hereby offers to lease from Lessor the real property located at 78 HAVEN STREET, READING, MASSACHUSETTS, upon the following terms and conditions. (This document shall hereafter be referred to as the "Lease").

TERMS AND CONDITIONS

1. Description of Premises

First floor interior commercial space, approximately 610 square feet, at 78 HAVEN STREET, READING, MASSACHUSETTS with a front entrance onto Haven Street and a rear entrance onto Brande Court with one parking / loading space for the exclusive use of the Tenant. ("Premises")

2. Term and Rent.

Lessor leases to Tenant the above Premises for a term of two (2) years, commencing MAY 1, 2016 and terminating on APRIL 30, 2018. Paying the yearly sum of TEN THOUSAND SEVEN HUNDRED AND FORTY DOLLARS (\$10,740.00) payable in equal monthly installments in advance on the first day of each month for that month's rental, during the term of this Lease at a flat and inclusive rate of EIGHT HUNDRED AND NINETY FIVE DOLLARS (\$895.00) per month.

3. Care and Maintenance of Premises

Tenant acknowledges that the Premises is in good order and repair. Tenant shall, at Tenant's own expense and at all times, maintain the Premises in good and safe condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall also maintain in good condition such portions adjacent to the Premises, such as sidewalks and driveways.

7. Ordinances and Statutes.

Tenant shall comply with all statutes, ordinances, regulations, covenants, conditions and requirements of all municipal, state and federal authorities pertaining to the Premises.

8. Useage

Tenant will engage in the business of providing art studio classes to include the sale of alcoholic and beverages during such classes, as well as any other lawful business and activity which may be carried on under the laws of the Commonwealth of Massachusetts.

9. Assignment and Subletting.

Tenant shall not assign this Lease or sublet any portion of the Premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease.

10. Utilities.

Tenant shall pay and be solely liable for utility charges as they become due, including those for gas, electricity, and telephone services.

11. Indemnification of Lessor.

Lessor shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the Premises or any part thereof, and Tenant agrees to indemnify and hold Lessor harmless from any claims for damages, no matter how caused, except for those caused by the sole negligence or sole willful or unlawful conduct of Lessor.

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12. Insurance.

Tenant, at Tenant's expense, shall maintain associated business and comprehensive liability insurances including bodily injury and property damage insuring Tenant and Lessor against all claims, loss or liability.

13. Interior Alteration.

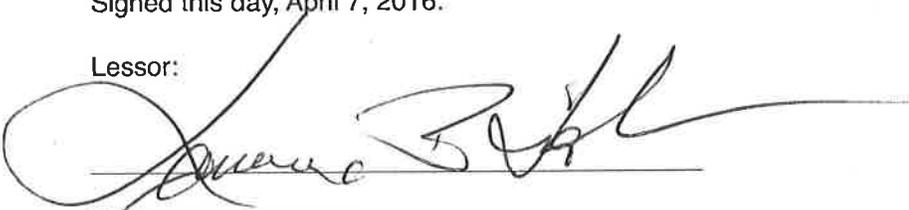
Tenant shall have the right to alter non-structural interior portions of the Premises at the Tenants's expense so long as Tenant obtains and maintains all necessary governmental permits and approvals.

14. Entire Agreement.

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. In witness whereof, the parties have executed this instrument.

Signed this day, April 7, 2016.

Lessor:

A handwritten signature in cursive script, appearing to read "Laurence Hodson", written over a horizontal line.

LAURENCE HODSON

LJH REALTY LINDEN ST LLC, 21 ANGLEWOOD DR., N. READING, MA 01864

Tenant:

A handwritten signature in cursive script, appearing to read "Judy Barolak", written over a horizontal line.

JUDY BAROLAK, as manager of The Art Lounge

THE ART LOUNGE LLC, 2 CENTER AVENUE, READING, MA 01867

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Enclosed you will find an annual **admitted** Liquor Liability quote for Judy Barolak. The quote number is MLQ016M0823 Version 2.

- Section I-** Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
- Section II-** Summarizes the locations, building information, property coverages, warranties, and the corresponding classifications with the exposures and rates.
- Section III-** Lists the required coverage forms, notices, endorsements and exclusions.
- Section IV-** Offers optional coverages that are available to the applicant but are not currently included in the quote.
- Section V-** Provides the Direct Bill Payment Description.

*In addition* we have included some materials that will assist in the evaluation of this offer of coverage.

- A pre-filled application that includes the information you have already provided.
- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.

The carrier will send you an invoice based on the terms reflected in this quote. This service is free of charge; no interest, no set-up fees and no installment charges apply.

Payment is due to the carrier.

Payment options available to you are:

1. Send the invoice remittance slip with payment to the lockbox address on their invoice
2. Pay online at [www.usli.com/ezpay](http://www.usli.com/ezpay).
3. Pay by phone (automated system available 24/7) at 866-632-2003

Your invoice will include a unique number that will allow you to register your policy at [www.usli.com/ezpay](http://www.usli.com/ezpay). By registering your policy, you will have access to additional information as well as the option to set-up recurring payments. Recurring payments are a great way to minimize the possibility of your policy being cancelled or not renewed because payment was not received.

**We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.**

Thank you for the opportunity to quote this account!

Sincerely,

**This is your Official TIPS® Certification Card.**

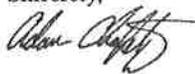
Carry it with you as evidence of your skills and knowledge in the responsible sale and consumption of alcohol.

**Congratulations!**

By successfully completing the TIPS (Training for Intervention Procedures) program, you have taken your place in the forefront of a nationwide movement to reduce the tragedies resulting from the misuse of alcohol. We value your participation in the TIPS program.

You will help to provide a safer environment for your patrons, peers and/or colleagues by using the techniques you have learned and taking a positive approach towards alcohol use.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 703-524-1200. Thank you for your dedication to the responsible sale and consumption of alcohol.

Sincerely,  
  
Adam F. Chafetz  
President, HCI

**IMPORTANT:** Keep a copy of this card for your records. Write down your certification number because you will need it when contacting TIPS. For assistance or additional information, contact Health Communications, Inc. by using the information provided on the reverse side of your certification card. There is a minimal charge for a replacement card if your original card becomes lost, damaged or stolen.

**tips** eTIPS On Premise 2.0 SSN: XXX-XX-XXXX  
 Issued: 6/3/2015 Expires: 6/3/2018  
 ID#: 4001692 D.O.B.: XX/XX/XXXX

Judy A Barolak  
 2 Center Ave  
 Reading, MA 01887-3528

For service visit us online at [www.gettips.com](http://www.gettips.com)

**tips** eTIPS On Premise 2.0 SSN: XXX-XX-XXXX  
 Issued: 3/10/2016 Expires: 3/10/2019  
 ID#: 4203664 D.O.B.: XX/XX/XXXX

Robert S Kajander  
 Atlantic Framing Company  
 Art Lounge  
 2 Center Ave  
 Reading, MA 01887-3528

For service visit us online at [www.gettips.com](http://www.gettips.com)

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*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

**William Francis Galvin**  
Secretary of the  
Commonwealth

**April 15, 2016**

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

**THE ART LOUNGE LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 27, 2014.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **JUDY BAROLAK**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JUDY BAROLAK**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JUDY BAROLAK**



In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

**LEGAL NOTICE  
TOWN OF READING**



To the Inhabitants of the  
Town of Reading:

Please take notice that the **Board of Selectmen of the Town of Reading will hold a public hearing on May 3, 2016 at 9:15 p.m.** in the Selectmen's Meeting Room, 16 Lowell Street, Reading, Massachusetts on the **transfer of an All Alcohol Package Store License from Busa Reading Liquors, Inc. to HT Reading Liquors, LLC, 345 Main Street, Reading, Massachusetts**

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

All interested parties are invited to attend the hearing, or may submit their comments in writing or by email prior to 6:00 p.m. on May 3, 2016 to [townmanager@ci.reading.ma.us](mailto:townmanager@ci.reading.ma.us)

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

shl



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

Print Form

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

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

ECRT CODE: RETA

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

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

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

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

LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

**TRANSACTION TYPE (Please check all relevant transactions):**

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

**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**

562



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

2016 APR 21 PM 3:49

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

101600009

ABCC License Number

READING

City/Town

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



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

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

Name	Title	Address	Stock or % Owned
Daniel P. Busa Jr	Pres., Treas. Secy and Director	133 Massachusetts Ave Lexington MA	100
Michael E Rubin	Director	800 Boylston Street, Boston MA	-0-

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
Tara Patel	Manager/Member Signatory	9 CHausse Dr., Methuen MA	50%
Hiram Patel	Member/ Signatory	1157 West Newport ST Unit G Chicago IL	50%

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

SIGNATURE OF LAST-APPROVED LICENSEE:

Daniel P. Busa Jr, President  
(If a Corporation/LLC, by its authorized representative)

Date Signed 3/1/16

SIGNATURE OF PROPOSED TRANSFEREE:

[Signature]

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APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

READING

1. LICENSEE INFORMATION:

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

B. Business Name (if different) : WINE & SPIRITS C. Manager of Record: TARAK PATEL

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

E. Address of Licensed Premises: 345 MAIN STREET City/Town: READING State: MA Zip: 01867

F. Business Phone: 781-944-7474 G. Cell Phone:

H. Email: I. Website: NA

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

2. TRANSACTION:

- checkboxes for 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:

- checkboxes for 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:

- checkboxes for \$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:

- checkboxes for All Alcoholic Beverages, Wines & Malt Beverages, Wines, Malt, Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- checkboxes for Annual, Seasonal

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

NAME: Thomas W Fothergill  
ADDRESS: 80 Maple Street  
CITY/TOWN: Stoneham STATE: MA ZIP CODE: 02180  
CONTACT PHONE NUMBER: FAX NUMBER: 781-438-9122  
EMAIL: thomasfothergill@msn.com

**7. DESCRIPTION OF PREMISES:**

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

The premises are located in a shopping plaza and consist of a main selling floor with an office area and storage area not accessible to the public but accessible from the selling floor area. Floor plan attached.

Total Square Footage: 5668 Number of Entrances: 1 Number of Exits: 2  
Occupancy Number: Seating Capacity: NA

**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 lessee

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

Landlord is a(n): Please Select limited liability company Other:

Name: Linear Retail Reading #1 LLC Phone:

Address: Five Burlington Woods Dr City/Town: Burlington State: MA Zip:

Initial Lease Term: Beginning Date 4/1/2008 Ending Date 9/30/2015

Renewal Term: five years Options/Extensions at: 5 Years Each

Rent: \$102,024 Per Year Rent: 8,502 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.

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**9. LICENSE STRUCTURE:**

The Applicant is a(n):

Please select LLC

Other :

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

Date of Incorporation/Organization:

10/02/2015

State of Incorporation/Organization: Massachusetts

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
Tarak Patel	Manager Member Signatory	50.00%	
Hiram Patel	Member Signatory	50.00%	

\*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
Hiram Patel	Please Select package	Main St Liquors, 391 Main St Tewksbury MA AHPP Corporation
Hiram Patel	Please Select package	Methuen Package, 362 Lowell St Methuen MA TAPP LLC
Hiram Patel	Please Select package	Plaza Liquors, 182 Haverhill St Methuen MA Havan LLC
Tarak Patel	Please Select package	Lowell Liquors, 638 Rogers St Lowell MA
	Please Select	
	Please Select	

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

**12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:**

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes  No  If yes, list said interest below:

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

**13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:**

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

Date	License	Reason of Suspension, Revocation or Cancellation

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

**A.) For Individual(s):**

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

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

1. Are all Directors/LLC Managers U.S. Citizens? Yes  No
2. Are a majority of Directors/LLC Managers Massachusetts Residents? 50/50 Yes  No
3. Is the License Manager a U.S. Citizen? Yes  No

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

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

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

**A.) For Individual(s):**

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

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

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

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

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

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**16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:**

A. Purchase Price for Real Property:	NA
B. Purchase Price for Business Assets:	\$565,000
C. Costs of Renovations/Construction:	NA
D. Initial Start-Up Costs:	\$10,000 (est)
E. Purchase Price for Inventory:	\$225,000 (est)
F. Other: (Specify)	NA
<b>G: TOTAL COST</b>	<b>\$800,000</b>
<b>H. TOTAL CASH</b>	<b>\$236,000</b>
<b>I. TOTAL AMOUNT FINANCED</b>	<b>\$564,000</b>

**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):**

Cash funding will come from the managers of the applicant LLC. Bank funding through Enterprise Bank will provide a loan of 60% of the \$565,000 purchase price and owner will finance inventory purchase.

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

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

Name	Dollar Amount	Type of Financing
Enterprise Bank	\$339,000.00	business loan
Busa Reading Liquors, Inc.	\$225,000.00 (est)	business loan

\*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  Current licensee will have no interest in this license

If yes, please describe:

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

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

1. If yes, to whom:

2. Amount of Loan:  3. Interest Rate:  4. Length of Note:

5. Terms of Loan :

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

1. If yes, to whom:

2. Number of Shares:

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

If yes, to whom:

**IMPORTANT ATTACHMENTS (6):** If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

**20. CONSTRUCTION OF PREMISES:**

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

21. ANTICIPATED OPENING DATE:

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

5h9



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

**MANAGER APPLICATION**

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

**1. LICENSEE INFORMATION:**

Legal Name of Licensee:  Business Name (dba):

Address:

City/Town:  State:  Zip Code:

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

**2. MANAGER INFORMATION:**

A. Name:  B. Cell Phone Number:

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

**3. CITIZENSHIP INFORMATION:**

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

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

**4. BACKGROUND INFORMATION:**

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

If yes, please describe:

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

If yes, please describe:

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

If yes, please describe:

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

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

Signature  Date

5/10



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://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	HT Reading Liquors LLC	B. Business Name (dba)	Wine & Spirits	
C. Address	9 CHausse Drive	D. ABCC License Number (If existing licensee)	1016 00009	
E. City/Town	Methuen	State	MA	Zip Code 01844
F. Phone Number of Premise	781-944-7474	G. EIN of License		

**2. PERSONAL INFORMATION:**

A. Individual Name	Taral <del>Heman</del> Patel	B. Home Phone Number		
C. Address	9 CHausse Drive			
D. City/Town	Methuen	State	MA	Zip Code 01844
E. Social Security Number		F. Date of Birth		
G. Place of Employment				

**3. BACKGROUND INFORMATION:**

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

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

**4. FINANCIAL INTEREST:**

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

I have a 50% ownership interest in the LLC which is applying for this license

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

Signature  Date

5/11



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

**PERSONAL INFORMATION FORM**

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

**1. LICENSEE INFORMATION:**

A. Legal Name of Licensee HT READING LIQUORS LLC B. Business Name (dba) WINE & SPIRITS  
 C. Address 9 CAUSSE DR D. ABCC License Number (If existing licensee) 1016 00009  
 E. City/Town MILWAUKEE State MA Zip Code 01844  
 F. Phone Number of Premise 781 944-7474 G. EIN of License \_\_\_\_\_

**2. PERSONAL INFORMATION:**

A. Individual Name HIRAM PATEL B. Home Phone Number \_\_\_\_\_  
 C. Address 1154 W. Newport Ave #6  
 D. City/Town Chicago State IL Zip Code 60657  
 E. Social Security Number \_\_\_\_\_ F. Date of Birth \_\_\_\_\_  
 G. Place of Employment DV Trading

**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.

50% INTEREST IN LLC

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 3/10/16  
 Title \_\_\_\_\_ (If Corporation/LLC Representative)

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**APPLICANT'S STATEMENT**

I, Tarak Patel the:  sole proprietor;  partner;  corporate principal;  LLC/LLP member  
Authorized Signatory

of HT Reading Liquors LLC, hereby submit this application for all forms package store license  
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:  

Title: Manager

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# Enterprise Bank

February 24, 2016

HT Reading Liquors LLC  
9 Chausse Drive  
Methuen, MA 01844

Dear Hiram:

We are pleased to confirm approval of your request for a commercial loan (the "Loan") to be used in connection with the purchase all of business assets of Busa's Reading Liquors, Inc. Enterprise Bank and Trust Company (the "Bank") will fund the Loan subject to the following terms and conditions. As utilized herein, "Borrower" shall include any and all Borrowers, Co-Borrowers, and Guarantors unless specifically noted otherwise.

**Borrowers:** HT Reading Liquors LLC

**Guarantors:** Hiram Patel  
Tarak Patel

**Loan Amount:** \$345,000.00

**Disbursements:** The proceeds of this Loan shall be advanced at closing.

**Interest Rate and Interest Rate Adjustment:** The note shall bear an interest rate of 5.750% for the life of the loan.

**Term and Amortization:** The note will be on demand. Until the note is demanded, for any reason whatsoever as set forth in the Loan documents, payments will be principal and interest monthly based on a 60 month amortization.

**Loan Origination Fee:** An Origination Fee of \$1,725.00 shall be due and payable at the time of closing.

**Late Charge:** If any payment of principal and/or interest due under the note is delinquent for more than fifteen (15) days, an amount equal to five percent (5%) of the amount of such delinquent payment or the maximum allowed permitted by state regulation shall be assessed as a late charge.

**Prepayment:** The entire principal balance of the note may be paid in full without a prepayment fee.

**Collateral Security:**

**Real Estate:** A third real estate mortgage on: 9 Chausse Drive, Methuen, MA 01844 owned by Bharat and Mina Patel.

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Massachusetts General Laws Chapter 21E or Similar State Statutes: Not Required.

Appraisal: On file.

UCC: A security interest in all assets owned by HT Reading Liquors LLC.

Deposit Relationship: Borrower shall maintain its primary depository relationship with the Bank during the term of this obligation.

Insurance: Borrower shall provide a prepaid fire insurance binder, insuring the property in an amount equal to full replacement cost, with agreed amount endorsement. Such insurance shall include coverage for loss of rents for at least one year in the event of casualty (if applicable).

Borrower shall maintain comprehensive general liability insurance with a broad form endorsement, all in such form, amounts and with insurers satisfactory to the Bank.

The Borrower shall provide an acceptable insurance policy in the amount of \$345,000.00 or evidencing 100% guaranty replacement covering all non-real estate assets specified in the Collateral security section of this letter.

All policies shall be written in amounts and with companies satisfactory to the Bank, and shall contain such provisions as the Bank deems necessary or desirable to protect its interest. The Bank shall be named as mortgagee/loss payee on all policies.

Title Insurance: A title insurance policy satisfactory to the Bank shall be required on 9 Chausse Drive, Methuen, MA 01844.

Flood Insurance: In the event that flood insurance is required, the Bank will require flood insurance to be written by a company, on such terms, in such form and for such periods and amounts are satisfactory to the Bank.

Attorney Certifications: Title to the property will be examined and certified to the Bank by Bank Counsel, TBD. Bank Counsel must certify good, clear, record, marketable title of the property to the bank subject only to the mortgage given to the Bank and any other permitted record exceptions. Bank Counsel shall further certify that the property is in compliance with all applicable zoning laws and regulations, and that certificates of occupancy, if applicable, have been issued to permit the lawful use of the premises.

**The responsibility of Bank Counsel is to represent and protect the interests of the Bank. You may, at your own expense, engage an attorney of your own selection to represent your own interest in this transaction.**

Hazardous Materials: The Borrower shall be responsible for keeping the mortgaged premises free and clear of all oil and hazardous materials and in compliance with all applicable State and Federal Regulations during the time the Loan is outstanding.

Expenses, Fees, Charges: Whether or not this commitment letter is terminated for any reason and whether or not the Loan closes, Borrower agrees to pay and reimburse the Bank for any and all costs incidental to the contemplated loan transaction, including without limitation all customary and reasonable expenses incurred in connection with the processing and/or consummation of the Loan. Borrower agrees to indemnify and hold the Bank harmless from and against all claims for brokerage or other commissions relating to the Loan.

Inspections/Reappraisal: The Bank or its authorized agent may inspect or reappraise the property during normal business hours during the period the Loan is outstanding. The Bank reserves the right to request additional collateral in the event the loan is in default. If the borrower fails to provide said collateral, the bank at its option may accelerate the note. The Borrowers shall reimburse the Bank for costs incurred by it in making such inspections or reappraisal.

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**Financial Statements:** On an annual basis the Borrower shall furnish the Bank with financial statements satisfactory to the Bank, including a balance sheet, A/P & A/R aging's, profit & loss statement, personal financial statement and personal tax return as applicable within ninety (90) days of the fiscal year end.

If the Bank determines there is a material adverse change in the Borrower's financial condition the Bank may request financial information on a more frequent basis.

**Transfer of Borrower's Interest:** Neither this commitment letter nor any collateral for the Loan shall be assigned or transferred by the Borrower nor may there be any sale or transfer of ownership of any interest in the Borrower without the Bank's prior expressed written approval. No additional mortgage or other encumbrance on the property shall be allowed without the Bank's prior written approval.

**Representations:** All representations made by the Borrower to the Bank in the Loan applications or otherwise with respect to obtaining the Loan shall be deemed to be material and relied upon by the Bank in issuing this commitment and shall survive the closing of the Loan. If in the Bank's opinion, exercising prudent banking and underwriting judgment, there shall be any material adverse change or discovery in any parts upon which the Bank has relied in making this commitment, the Bank shall have the right to rescind the commitment and not close the Loan.

**Meaning of the Commitment Letter:** There are no agreements or commitments, either written or verbal, by the Bank which are not contained in this commitment letter. This commitment letter, including other agreements referred to herein, constitute the entire agreement between the parties, incorporates and/or rescinds all prior agreements relating to the subject matter hereof, cannot be changed or terminated orally, and shall be deemed effective as of the date it is accepted by the Bank in writing.

**Amendment & Assignability of Commitment Letter:** This commitment letter may be amended, extended or assigned only by written instrument executed and delivered by the Bank and the Borrower.

**Laws of Massachusetts:** Except as otherwise required by applicable conflict of law principles, this commitment letter and all rights, duties, and obligations arising here from shall be construed in accordance with the laws of the Commonwealth of Massachusetts. The Borrower submits itself/themselves to the jurisdiction of the Courts of said Commonwealth for all purposes with respect to this commitment letter and the Borrower's relationship with the Bank.

**Approvals:** The Bank or its counsel may require such further instruments, documents or assurances as they may deem necessary to protect the interests of the Bank.

**Loan Settlement Charges:**

Origination Fee	\$1,725.00
Appraisal Fee	Paid
Flood Certification Fee	\$75.00
Tax Service Fee	\$182.00
UCC Filing Fee	\$23.50
Document Preparation Fee	\$300.00
Real Estate Tax Escrow	Payable at closing in an amount sufficient to pay the next bill plus a two-month reserve. The next quarter taxes must be paid at closing if they are due within 30 days from the closing date.
Legal/Recording & Other Costs	Payable at closing.
Prepaid Interest	To be determined prior to closing.

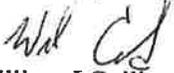
**Acceptance and Loan Closing:** This commitment letter shall expire if not signed and accepted by you and received by the Bank on or before March 15, 2016. If the Loan closing does not occur on or before April 22, 2016 the commitment may, at the option of the Bank, be rescinded.

5/16

All terms, conditions and representations set forth in this letter shall survive the closing and remain in full force and effect throughout the term of the Loan.

We are very pleased to be able to offer this financing to you and we look forward to working with you.

Very truly yours,



William J Collins  
Commercial Lender

The undersigned hereby accept this commitment letter and agree to the terms and conditions thereof.

**Borrowers**

HT Reading Liquors LLC

By: \_\_\_\_\_  
Hiram Patel, Soc Signatory

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tarak Patel, Soc Signatory

Date: \_\_\_\_\_

**Guarantors**

By: \_\_\_\_\_  
Hiram Patel, Individually

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tarak Patel, Individually

Date: \_\_\_\_\_

## AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") made effective this \_\_\_\_ day of March, 2016 by and between BUSA READING LIQUORS, INC., a Massachusetts corporation with a mailing address at 133 Massachusetts Avenue, Lexington, MA 02420 (the "Seller") and HT READING LIQUORS LLC, a Massachusetts organized limited liability company, mailing address of 9 Chausse Drive, Methuen, MA 01844, or nominee (jointly and severally, the "Buyer").

### RECITAL OF FACTS

WHEREAS, Seller is the operator of a retail liquor store located at 345 Main Street, Reading, MA 01867 (the "Store") operating under the name "BUSA WINE & SPIRITS" and Buyer is purchasing the Store and related business (the "Business"), subject to the terms, covenants and agreements hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

#### 1. PURCHASE AND SALE OF ASSETS.

- a. Business Assets. Subject to the terms and conditions of this Agreement, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, accept assignment and acquire from Seller, all of Seller's right, title and interest in and to the assets used in the operation of the Store, as more specifically set forth in Exhibit A attached hereto, and all goodwill in the Business (collectively, the "Business Assets"), except the Excluded Assets (as defined below).
- b. Excluded Assets. Notwithstanding Section 1(a) above, Seller shall retain the following assets which are excluded from this sale (collectively, the "Excluded Assets"):
  - i. All of Seller's accounts receivable accrued through the Closing;
  - ii. All of Seller's business bank accounts and cash on hand as of the Closing; and
  - iii. All of Seller's prepaid fees and deposits for utility services, insurance, licenses and other such fees and deposits, as set forth on Exhibit B hereto.

2. BILL OF SALE. The Business Assets shall be conveyed to Buyer at the Time for Performance as herein provided by a Bill of Sale and/or

Assignment(s) (collectively, the "Bill of Sale") conveying good and clear record and marketable title, free from all encumbrances, unless otherwise expressly assumed by Buyer. Buyer agrees that the Seller may use the proceeds from the Cash Purchase Price to pay off encumbrances on the Business Assets at Closing.

**3. CASH PURCHASE PRICE FOR BUSINESS ASSETS.**

a. **Cash Purchase Price.** The agreed cash purchase price for the Business Assets is Five Hundred Sixty Five Thousand Dollars (\$565,000.00) (the "Cash Purchase Price"), of which:

\$ 5,000.00 was paid as a deposit as of September 28, 2015 (the "Offer Deposit")

\$ 52,500.00 has been paid as a deposit this day (the "APA Deposit" and together with the Offer Deposit, the "Deposit")

\$507,500.00 is to be paid by Buyer at Closing

\$565,000.00 Total

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

**4. INVENTORY AND NOTE PURCHASE PRICE.**

a. In conjunction with the sale of the Business, including the Store, and in addition to the above referenced Cash Purchase Price, Buyer shall purchase all inventory of Seller in existence on the last day of business prior to the Time for Performance (the "Inventory") for a purchase price (the "Note Purchase Price") equal to the (a) the aggregate then sales price of such Inventory, less (b) twenty-five (25%) percent of such aggregate then sales

price of such Inventory, less (c) the aggregate required deposits on such Inventory. Buyer and Seller shall take a physical inventory of the Inventory at noon on the last day on which the Store is open for business prior to the Closing Date and no Inventory shall be transferred to or from the Store upon completion of the Inventory process, unless otherwise agreed by the parties hereto prior to taking such Inventory.

- b. At the Closing, Buyer execute and deliver to the Seller a promissory note in the principal amount equal to the Note Purchase Price and in a form as is attached as Exhibit C and made a part hereof (the "Note"), but which terms shall include, without limitation, that principal shall accrue interest at a fixed rate per annum equal to seven (7.0%) percent, with payment of principal, plus accrued interest, payable in equal monthly installments based upon a two (2) year principal amortization schedule. The maturity date of the Note shall be two (2) years from the Closing Date. In addition, the Note shall be secured by a first priority lien in favor of the Seller in and to all assets of the Buyer used in connection with the Store, whether now owned or hereafter acquired or by other collateral approved by the Seller. At the Closing, the Buyer shall execute and deliver to the Seller a security agreement in a form that is mutually acceptable to the parties in their commercially reasonable discretion (the "Security Agreement") and UCC Financing Statements. At Closing, Tarak Patel and Hiram Patel shall execute and deliver to the Seller personal Guaranties of the payment and performance of the new Buyer under the Note. (Guarantees attached as Exhibit D).

#### TRANSFER OF LICENSES, PERMITS, LEASE AND CONTRACTS.

- a. Contracts. At or prior to the Time for Performance, Seller shall convey to Buyer any and all then existing contracts related to the operation of the Business (to the extent that the same are assignable by Seller to Buyer).
- b. Licenses. At or prior to the Time for Performance, Seller shall convey to Buyer any and all then existing licenses and permits to operate the Business (the "Licenses"), including the liquor license issued on November 8, 2014 (the "Liquor License"), to the extent assignable or transferable to Buyer. Buyer and Seller acknowledge that the transfer, assignment and obtaining of the Liquor License and other Licenses may be subject to regulatory approval from the Licensing Board for the Town of Reading, the Commonwealth of Massachusetts Alcoholic Beverages Control Commission and all other governmental or quasi-governmental bodies having jurisdiction. Buyer and Seller shall, within ten (10) days of the date hereof, apply for transfer of the Liquor License and for any other Licenses held by the Seller and Buyer shall use its best efforts to effectuate such transfer. Buyer shall pay all required fees, costs and expenses associated with the transfers of all Licenses referenced herein. To the extent that the Liquor License or other Licenses are not transferable by Seller to Buyer, Seller shall take all actions Seller deems

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to be commercially reasonable to assist Buyer in the issuance of substantially similar 'off premises' full retail package store license. Buyer shall cooperate fully with and assist Seller in connection with such transfer. If transfer of the Liquor License to Buyer shall not be approved on or prior to **May 15, 2016**, without the mutual agreement of the parties hereto, then either party shall have the right to terminate this Agreement and the Buyer shall have the right to receive a full refund of the Deposit.

- c. **Lease**. From and after the date hereof, Seller and Buyer shall cooperate to (i) cause the transfer to Buyer of the Lease between Key Point Partners (formerly Linear Retail) (the "**Landlord**") and the Seller, dated March 31, 2008 (the "**Lease**") or (ii) cause the Landlord to enter into a new lease agreement for the Store (the "**Amended Lease**"). Buyer shall be responsible for costs and fees in connection with the assignment or amended lease.

5. **CONDITION OF PERSONAL PROPERTY AT TIME FOR PERFORMANCE**. At the Closing, Seller shall deliver to Buyer the Business Assets free and clear of all liens and encumbrances (other than those to be terminated at Closing with proceeds from the Cash Purchase Price) and in the same condition as they are at the time of execution of this Agreement less reasonable wear and tear excepted.

6. **INSURANCE OF BUSINESS ASSETS**. Until the delivery of the Bill of Sale, Seller shall maintain insurance on the Business Assets substantially similar to the insurance held as of the date hereof.

7. **REPRESENTATIONS**.

- a. Seller represents to Buyer that:

1. **Authority**. Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. Seller has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

2. Conflicts. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Seller; (b) to Seller's knowledge, violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller or the Business Assets; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination or acceleration of any obligation or loss of any benefit under any contract or other instrument to which Seller is a party or to which any of the Business Assets are subject.
3. Title to Business Assets. Seller owns and has good title to the Business Assets, free and clear of Encumbrances, except those to be terminated at Closing with proceeds from the Cash Purchase Price;
4. Default. To Seller's knowledge, neither Seller, nor any other party, are in default or breach under any contract, License, permit or other agreement to be transferred to Buyer pursuant to this Agreement;
5. Violation of Laws. Seller has not received any notice from any public authority stating that a condition exists which violates municipal, state or federal law or regulation regarding the Store and/or the Business Assets;
6. Litigation. Seller has not received any notice of litigation or claims pending against or relating to Seller, the Business Assets or the Store.
7. Broker. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

For purposes hereof, "Seller's knowledge" shall mean the actual knowledge of any officer, director or equityholder of the Seller.

b. Buyer represents to Seller that:

1. Authority. Buyer has full power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

2. Conflicts. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) to Buyer's knowledge, violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer; (b) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination or acceleration of any obligation or loss of any benefit under any contract or other instrument to which Buyer is a party.
3. Litigation. Buyer has not received any notice of litigation or claims pending against or relating to Buyer.
4. Broker. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.
5. Sufficiency of Funds. Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Cash Purchase Price and consummate the transactions contemplated by this Agreement.
6. Solvency. Immediately after giving effect to the transactions contemplated hereby, Buyer shall be solvent and shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities); and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Buyer or Seller. In connection with the transactions contemplated hereby, Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.
7. Independent Investigation. Buyer has conducted its own independent investigation, review and analysis of the business being purchased, the Business Assets and the Store, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of Seller for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own investigation and the express representations and warranties of Seller set forth in Section 8(a) of this Agreement; (b) neither Seller nor any other person has made any representation or warranty as to Seller, the Business, the Business Assets, the Store or this Agreement, except as expressly set

forth in this Agreement and (c) except as otherwise expressly set forth in this Agreement, the Buyer agrees to purchase the Business, the Store and the Business Assets "as is".

8. Financial Statements. All of the financial information provided to the Seller by the Buyer as of this date is true, accurate and complete and fairly presents the financial condition of Buyer as of this date.

For purposes hereof, "Buyer's knowledge" shall mean the actual knowledge of the Buyer.

8. PAYMENT OF TAXES AND VENDORS. Any outstanding taxes for the Store shall be paid at Closing and Seller shall indemnify Buyer from all claims relating to non-payment of such outstanding taxes.

9. ADJUSTMENTS. Taxes, license fees, operating expenses (if any) including but not limited to rent and security deposit, shall be adjusted as of the day of performance of this Agreement and the net amount thereof shall be added or deducted from, as the case may be, the purchase price payable by Buyer at the time of delivery of the Bill of Sale. Seller shall cooperate with Buyer in effecting a changeover of utility accounts so as to prevent any interruption of service. If necessary, the parties shall adjust and pro-rate any vendor invoices received which are not yet due and payable.

10. CONDITIONS PRECEDENT. This Agreement is made subject to and conditioned upon the following:

- a. Seller's Conditions Precedent. The obligations of Seller to consummate this Agreement and the transactions contemplated hereby are subject to the fulfillment, at or before the Time for Performance, of the following conditions precedent:

i. Buyer's payment of the remainder of the Cash Purchase Price (after deduction for the Deposit previously delivered) in good funds to Seller.

ii. Execution and delivery to the Seller of the Note, Security Agreement and such other documents as the Seller shall reasonably require in connection with the Note Purchase Price, including guarantees signed by Tarak Patel and Hiram Patel.

iii. A. The Buyer's financial information has previously been approved by the Seller in its discretion; and

B. After approval of such financial information, there has occurred no material adverse change in the financial condition of the Buyer since the date of such financial information. Buyer also agrees to provide to the Seller notice of any material adverse

change in the financial condition of the Buyer within five (5) business days of such change.

- iv. The representations of Buyer contained in Section 8(b) hereof shall be true and correct at the Closing as if such representations were made on such date.
  - v. Buyer shall have complied with all of its obligations under this Agreement which by the terms thereof are to be performed on or before such date, and Buyer shall have delivered to Seller a certificate executed by Buyer certifying the foregoing is true and correct as of the Closing.
  - vi. The Seller and the Seller's Guarantor are released from all liabilities regarding the Lease from the Landlord.
- b. **Buyer's Conditions Precedent.** The obligations of Buyer to consummate this Agreement and the transactions contemplated hereby are subject to the fulfillment, at or before the Time for Performance, of the following conditions precedent
- i. Buyer shall have obtained an assignment of the Lease or an Amended Lease, and shall have obtained all applicable Licenses, permits and approvals to operate the Business, including the Store, including but not limited to the transfer of the Liquor License (or issuance of substantially similar 'off premises' full retail package store license).
  - ii. the representations of Seller contained in Section 8(a) hereof shall be true and correct at the Closing as if such representations were made on such date.
  - iii. Seller shall have performed all of its obligations under this Agreement which by the terms thereof are to be performed on or before such date, and Seller shall have delivered to Buyer a certificate executed by an officer of Seller certifying the foregoing is true and correct as of the Closing.
  - iv. Seller shall have delivered a FIRPTA Certificate, a DOR certificate of good standing, certificates of corporate good standing and legal existence of the Seller as of a recent date from the state of its incorporation.
  - v. Seller shall have executed and delivered a Bill of Sale evidencing the transfer of all of the Business Assets free and clear of all Liens

**11. CLOSING; TIME FOR PERFORMANCE.** The closing (the "Time for Performance" or "Closing" or "Closing Date") shall occur on the third business day after Buyer obtains a liquor license from the applicable governmental authority, at 2:00 PM, at the offices of Posternak Blankstein & Lund; provided however, that if such liquor license is not obtained by the Buyer on or before **May 15, 2016**, this Agreement may be terminated by either party. All of the foregoing terms regarding the closing may be modified in writing by Buyer and Seller. Time is of the essence.

**12. INDEMNIFICATION.**

- a. All covenants and agreements contained in this Agreement which are to be performed post-Closing will survive the Closing in accordance with their terms.
- b. From and after the Closing, Buyer hereby agrees to hold Seller harmless and indemnified from any and all loss, costs (including reasonable attorney's fees), damages, claims, demands and the like of any kind and nature incurred by Seller and arising out of or in connection with Buyer's ownership of the Business Assets after Closing, operation of the Store and/or the Lease, after the Closing.
- c. From and after the Closing, Seller hereby agrees to hold Buyer harmless and indemnified from any and all loss, costs (including reasonable attorney's fees), damages, claims demands and the like of any kind and nature incurred by Buyer and arising out of or in connection with Seller's ownership of the Business Assets, Seller's operation of the Store and the Lease prior to the Closing.
- d. The indemnification provisions set forth in this Section shall survive the Closing and delivery of the Bill of Sale.

**13. CONFIDENTIALITY.** Except to the extent that said information must be disclosed, as contemplated herein, the information set forth herein is intended to be private and confidential between the parties or entities executing this Agreement and is not to be disclosed to third parties without the consent of each such persons or entities; provided, however, that it may be disclosed to legal counsel, banks, probate courts, and other consultants to and contractors or said persons entities. The provisions of this Section shall survive the Closing and/or termination of this Agreement for any reason.

**14. ACCESS.** Seller agrees that Buyer and Buyer's agents may enter the Store at reasonable times during the term hereof for the purposes of inspecting, measuring and appraising, all upon reasonable advance notice to Seller and in the presence of Seller. Buyer shall not interfere with the business operations of the Store and shall indemnify the Seller for all damages caused by the Buyer and/or Buyer's agents. The indemnification provisions of this Section shall survive the Closing and/or the termination of this Agreement for any reason.

**15. SELLER'S COOPERATION AT CLOSING TO SIGN REQUIRED DOCUMENTS.** At or prior to the Time for Performance Seller hereby agrees to execute all usual and customary documents reasonably required by the attorney for Buyer or Buyer's lender to effectuate the transactions contemplated hereby.

**16. FOREIGN PERSONS.** Seller hereby represents that one of the beneficial owners are a "foreign person" as defined by Internal Revenue Code §1445 ("IRC").

**17. DEPOSIT.** The Deposit shall be held by the Seller, subject to the terms of this Agreement and shall be duly accounted for at the Time for Performance of this Agreement. No interest shall be paid on the Deposit held hereunder.

**18. BROKER INDEMNIFICATION.** Buyer agrees to indemnify and hold Seller harmless from any and all claims of any party, loss or damage resulting from Buyer's misrepresentation hereunder. Seller agrees to indemnify and hold Buyer harmless from any and all claims of any party, loss or damage resulting from Buyer's misrepresentation hereunder. The provisions of this paragraph shall survive the closing and delivery of the Bill of Sale and/or the termination of this Agreement for any reason.

**19. TERMINATION; DAMAGES.**

**a. Termination.**

i. Seller shall have the right to terminate this Agreement if any of the conditions precedent set forth in Section 10 (a) are not fulfilled by the Closing Date, which may be extended by mutual agreement of the parties; *provided, that* Seller shall have the right to terminate this Agreement at any time prior to the Closing Date in the event that the Buyer fails to comply with the requirements of Section 10 (a).

ii. Buyer shall have the right to terminate this Agreement if any of the conditions precedent set forth in Section 10(b) is not fulfilled by the Closing Date, which may be extended by mutual agreement of the parties.

**b. Refund of Deposits upon Termination.** If this Agreement is terminated in accordance with Section 19(a) above, the Deposit shall be returned to Buyer immediately; *provided that* if the conditions set forth in Section 10(a) are not met on or before **May 15, 2016**, as such date may be extended by the mutual agreement of the parties, as a direct result of Buyer's actions, or if at any time the Buyer fails to comply with the requirements of Section 11(a)(iii)(B), the Deposit made hereunder by Buyer shall be retained by Seller as liquidated damages, as the sole and exclusive remedy at both law and equity for Buyer's default hereunder.

c. **Treatment upon Termination.** Upon such termination of this Agreement in accordance with this Section 19, no further liability shall remain with the parties relative to this Agreement.

20. **NOTICES.** Notices required to be delivered hereunder shall either by delivered in hand, or by fax.

If to Seller: 133 Massachusetts Avenue, Lexington, MA 02420

With a copy to: Posternak Blankstein & Lund, LLP, 800 Boylston Street, 32<sup>nd</sup> Floor, Boston, MA 02199, Attention: Michael Rubin, Fax: 617-722-4911

If to Buyer: 9 Chausse Drive, Methuen, MA 01844

With a copy to:

Notices hereunder shall be deemed given when delivered, if by hand or upon receipt if by fax transmission.

21. **LIABILITY OF MEMBER, MANAGER, TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.** If Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

22. **WAIVER.** Any term, condition or provision of this Agreement may be waived in writing at any time by the party which is entitled to the benefits thereof.

23. **NO ORAL AGREEMENTS.** This agreement represents the final agreement between the parties with respect to the transaction contemplated herein, supersedes any and prior discussions and agreements (written or oral) between Seller and Buyer with respect to the transaction contemplated herein and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties.

24. **ACCEPTANCE OF BILL OF SALE.** The acceptance of the Bill of Sale by Buyer or his nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after such acceptance.

25. **CLOSING COSTS.** Buyer and Seller shall each bear their respective closing costs, legal fees and other expenses respectively incurred in this transaction. The parties shall each pay customary recording costs, if any.\

26. Seller agrees for a period of two years following the closing of this Asset Purchase Agreement (APA) not to open a competing business (Seller's current locations are exempt) within a two-mile radius of the store which is the subject of this APA. This provision shall survive this closing.

27. **EXHIBITS AND SCHEDULES.** Each exhibit and schedule referred to in this Agreement is attached hereto and each such exhibit and schedule is hereby incorporated by reference and made a part hereof as if fully set forth herein. Consistent with the foregoing, this Agreement consists of the following:

- EXHIBIT A: BUSINESS ASSETS
- EXHIBIT B: EXCLUDED ASSETS
- EXHIBIT C: PROMISSORY NOTE
- EXHIBIT D: GUARANTEES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above under seal.

SELLER:

BUSA READING LIQUORS, INC.

By: [Signature]  
Name: Samuel P Busa Jr  
Title: President

BUYER:

HT READING LIQUORS LLC

[Signature]  
TARAK PATEL, MANAGER

[Signature]  
HIRAM PATEL, MANAGER

[Signature]  
Witness HINDA M. CHASE  
Name:

[Signature]  
Witness  
Name: [Signature]  
[Signature]  
Witness  
Name: ARUN PATEL

5h30

EXHIBIT A – BUSINESS ASSETS

All shelving, counters, storage racks, front and back by Modern Equipment and any others.

Beer Chest complete with Doors, shelving, fans & compressors(s) by American Insulated Panel.

Completed security and alarm system with cameras and PC by Integrated Security.

All signage on wall and shelves.

All office supplies and safe.

Any and all hand trucks and rolling staircase.

All trash barrels & liners, cleaning supplies and equipment.

All marking guns and labels.

EXHIBIT B – EXCLUDED ASSETS

Napa Tech Machine

All cash registered and servers

All credit card swipe equipment

ID Detection System

Temp Controlled Wine Chest

External Busa Sign

EXHIBIT C – PROMISSORY NOTE

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EXHIBIT D – GUARANTEES

**TERM LOAN NOTE**

1. **DEFINED TERMS.** As used in Term Loan Note (the "Note"), the following terms shall have the following meanings:

- 1.1 **Borrower:** HT READING LIQUORS LLC  
9 Chausse Drive  
Methuen, MA 01844
- 1.2 **Lender:** BUSA READING LIQUORS, INC.  
133 Massachusetts Avenue  
Lexington, MA 02420
- 1.3 **Loan Amount:** \$ \_\_\_\_\_
- 1.4 **Interest Rate:** See Section 3 below.
- 1.5 **Maturity Date:** \_\_\_\_\_

2. **DEBT:** For value received, Borrower hereby promises to pay to the order of Lender the Loan Amount, together with interest on all unpaid balances from the date hereof at the interest rate set forth in this Note.

3. **INTEREST:** The outstanding principal balance under this Note shall accrue interest at a fixed per annum rate equal to seven (7.0%) percent. Interest shall be calculated on the basis of the number of actual days elapsed and a 360-day year.

4. **PAYMENTS:** Borrower shall make payments as follows:

- a. Beginning on \_\_\_\_\_ and continuing on the like day of each consecutive month thereafter through the Maturity Date, the Borrower shall make payments of principal each in the amount of \$ \_\_\_\_\_, plus accrued interest, based upon twenty four (24) month straight line principal amortization schedule.
- b. On the Maturity Date or on such earlier date as may be required under the terms of this Note, Borrower shall pay to Lender the entire then unpaid balance of principal and interest under this Note. Any payments on this Note, whether such payment is of a regular installment or represents a prepayment (if permitted hereunder), shall be made in coin and currency of the United States of America which is legal tender for the payment of public and private debts, in immediately available funds, to Lender at Lender's address set forth or at such other address as Lender may from time to time designate in writing.

5. **DEFAULT INTEREST:** Upon the occurrence of an Event of Default, at Lender's option, Borrower shall, in addition to any other payment due hereunder, pay interest under this Note from and after the date on which such Event of Default has occurred at a per annum interest rate equal to the lesser of (a) the applicable interest rate set forth in Section 3, plus four percent (4%), or (b) the maximum rate permitted by law, and such interest shall be due and payable, on demand, at such rate until such Event of Default has been waived in writing by Lender or the entire outstanding amount due under this Note is paid to Lender, whether or not any action shall have been taken or proceeding commenced to recover the same or to foreclose upon any collateral securing this Note. Nothing in this Section 5 or in any other

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provision of this Note shall constitute an extension of the time of payment of the indebtedness hereunder.

6. **DELINQUENCY CHARGES:** If Borrower fails to pay any amount on this Note for ten (10) days after such payment becomes due, whether by acceleration or otherwise, Lender may, at its option, whether immediately or at the time of final payment of the amounts evidenced by this Note impose a delinquency or "late" charge equal to four percent (4%) of the amount of such past due payment notwithstanding the date on which such payment is actually paid in full, and the amount thereof shall be secured by all collateral held by Lender to secure this Note. Borrower agrees that any such delinquency charges shall not be deemed to be additional interest or penalty, but shall be deemed to be liquidated damages because of the difficulty in computing the actual amount of damages in advance.

7. **COSTS AND EXPENSES UPON DEFAULT:** After default, in addition to principal, interest and delinquency charges, Lender shall be entitled to collect all costs of collection, including, but not limited to, reasonable attorneys, fees and expenses, incurred in connection with the protection or realization of collateral or in connection with any of Lender's collection efforts, whether or not suit on this Note is filed, and all such costs and expenses shall be payable on demand and until paid shall also be secured by all collateral held by Lender to secure this Note.

8. **APPLICATION OF PAYMENTS:** Unless an Event of Default has occurred, all payments hereunder shall be applied first to delinquency charges, costs of collection and enforcement and other similar amounts due, if any, under this Note, then to interest which is due and payable under this Note and the remainder, if any, to principal due and payable under this Note. If an Event of Default has occurred, such payments may be applied to sums due under this Note in any order and combination that Lender may, in its sole and absolute discretion, determine.

9. **PERMITTED PREPAYMENT:** The Borrower shall have the right to prepay this Note in whole, or in part, without penalty or premium.

10. **WAIVERS:** BORROWER IRREVOCABLY WAIVES ITS RIGHTS TO NOTICE AND HEARING TO THE EXTENT PERMITTED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH LENDER MAY DESIRE TO USE, and, further, irrevocably waives presentment for payment, demand, notice of nonpayment, notice of intention to accelerate the maturity of this Note, diligence in collection, commencement of suit against any obligor, notice of protest, and protest of this Note and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note, before or after the maturity of this Note, with or without notice to Borrower, and agrees that Borrower's liability shall not be in any manner affected by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Lender. Any delay on the part of Lender in exercising any right under this Note shall not operate as a waiver of any such right, and any waiver granted or consented to on one occasion shall not operate as a waiver in the event of any subsequent default.

BORROWER HEREBY SEVERALLY AND IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY PROCEEDINGS HEREAFTER INSTITUTED BY OR AGAINST BORROWER IN RESPECT OF THIS NOTE OR ARISING OUT OF ANY DOCUMENT, INSTRUMENT OR AGREEMENT EVIDENCING, GOVERNING OR SECURING THIS NOTE.

11. **NO USURY:** Lender and Borrower intend to comply at all times with applicable usury laws. If at any time such laws would ever render usurious any amounts called for under this Note, then it is Borrower's and Lender's express intention that Borrower shall not be required to pay interest on this Note at a rate in excess of the maximum lawful rate, that the provisions of this Section 11 shall control over all other provisions of this Note which may be in apparent conflict herewith, that such excess amount shall

be credited to the principal balance of this Note (or, if this Note has been fully paid, refunded by Lender to Borrower), and the provisions hereof shall be reformed and the amounts thereafter collectible under this Note reduced, without the necessity of the execution of any further documents, so as to comply with the then applicable law, but so as to permit the recovery by Lender of the fullest amount otherwise called for under this Note. Any such crediting or refund shall not cure or waive any default by Borrower under this Note. If at any time following any reduction in the interest rate payable by Borrower there remains unpaid any principal amount under this Note and the maximum interest rate allowed by applicable law is increased or eliminated, then the interest rate payable under this Note shall be readjusted, to the extent not prohibited by applicable law, so that the dollar amount of interest payable hereunder shall be equal to the dollar amount of interest which would have been paid by Borrower without giving effect to the reduction in interest resulting from compliance with applicable usury laws. Borrower agrees that in determining whether or not any interest payable under this Note exceeds the highest rate allowed by law, any non-principal payment (except payments specifically stated in this Note to be "interest"), including, without limitation, prepayment fees and delinquency charges, shall, to the maximum extent allowed by law, be an expense, fee or premium rather than interest. The term "applicable law", as used in this Note shall mean the laws of The Commonwealth of Massachusetts, the state in which the collateral is located (if other than The Commonwealth of Massachusetts) or the laws of the United States, whichever laws allow the greater rate of interest, as such laws now exist or may be changed or amended or come into effect in the future.

**12. ACCELERATION AND OTHER REMEDIES:** The following events shall each be deemed to be an "Event of Default" under this Note. If:

- (a) Borrower fails to pay any sum due on this Note when due; or
- (b) Any representation or warranty of the Borrower contained in (i) this Note, (ii) that certain Asset Purchase Agreement dated as of October \_\_, 2015 between the Borrower and the Lender, including all amendments, restatements and/or modifications thereof (the "APA"), (iii) that certain Security Agreement dated as of \_\_\_\_\_, 2015 between the Borrower and the Lender, including all amendments, restatements and/or modifications thereof (the "Security Agreement"), (iv) or any other instrument, document, certificate or statement executed and delivered in connection with this Note, the APA, and/or the Security Agreement shall at any time prove to have been incorrect in any material respect when made; or
- (c) There occurs a default under the APA or the Security Agreement; or
- (d) The Borrower transfers, encumbers or otherwise permits the existence of any lien or encumbrance against any of the assets securing this Note; provided however, that the Borrower shall be permitted to grant a security interest in the collateral securing this Note to a third party institutional lender for purposes of obtaining financing to the Borrower for the purchase of the Business (as defined in the APA) and/or Business Assets (also as defined in the APA) if the Lender has been provided copies of all such third party loan documentation; or
- (e) (i) The Borrower shall: (A) admit in writing its inability to pay its debts generally as they become due; (B) files a petition in bankruptcy or a petition to take advantage of any insolvency act; (C) makes an assignment for the benefit of creditors; (D) consents in writing to, or acquiesce in writing in, the appointment of a receiver, liquidator or trustee of itself or of the whole or any substantial part of its properties or assets; (E) files a petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy laws or any other

Applicable Law; or (ii) (A) a court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver, liquidator or trustee of the Borrower, or of the whole or any part of the property or assets of the Borrower and such order, judgment or decree, or (B) a petition shall be filed against the Borrower seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the federal bankruptcy laws or any other applicable law, or (C) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Borrower or of the whole or any part of its property or assets; or (iii) an order shall be entered in any proceeding by or against the Borrower decreeing the winding up of the Borrower's affairs, or an attachment or execution is levied against any portion of the property of the Borrower; or

- (f) There shall occur any entry of any court order against the Borrower which enjoins, restrains or in any way prevents the Borrower from conducting all or any part of the Business (as defined in the APA) or if the Borrower ceases to operate the Business for a period of five (5) days or more for any reason; or
- (g) There is an entry of any final judgment(s) against the Borrower, not covered by insurance, in an aggregate amount greater than \$50,000.00; or
- (h) The Borrower shall (i) die or (ii) become disabled and such disability interferes with the Borrower's ability to conduct the Business

then, Lender may, at its option, exercise any one or more of the following rights and remedies (all of which shall be cumulative):

(x) Declare the entire unpaid principal amount of this Note then outstanding, all interest accrued and unpaid thereon, and all other amounts payable under this Note immediately due and payable, whereupon the same shall become forthwith due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Borrower; and

(y) Enforce the provisions of this Note and/or the Security Agreement by legal proceedings for the specific performance of any covenant or agreement contained herein or therein or for the enforcement of any other appropriate legal or equitable remedy, and the Lender may recover damages caused by any breach by the Borrower of the provisions of this Note or the Security Agreement, including court costs, reasonable attorneys' fees of the Lender's outside counsel and other costs and expenses incurred in the enforcement of the obligations of the Borrower under this Note and/or the Security Agreement; and

(z) Exercise all other rights and remedies available to the Lender under applicable law and equity; and

**13. JOINT AND SEVERAL LIABILITY:** All liabilities of Borrower are joint and several; provided, however, the release by Lender of any one or more Borrower shall not release any other person obligated on account of this Note. Each reference in this Note to "Borrower" and any guarantor is to such person individually and also to all such persons jointly. No person obligated on account of this Note may seek contribution from any other person also obligated unless and until all liabilities to Lender from the person from whom contribution is sought have been satisfied in full.

14. **SUCCESSORS AND ASSIGNS:** This Note shall be binding upon Borrower and upon its successors, assigns and representatives, and shall inure to the benefit of Lender and its successors, endorsees, and assigns.

15. **SECURITY:** This Note is secured by the Security Agreement. Borrower hereby grants to Lender a security interest in any and all deposits or other sums at any time credited by or due from Lender to Borrower and any cash, securities, instruments, or other property of Borrower which now or hereafter are at any time in the possession or control of Lender shall constitute additional security to Lender for the liabilities of Borrower to Lender including, without limitation, the liability evidenced hereby, and may be applied or set off by Lender against such liabilities at any time from and after an Event of Default hereunder whether or not other collateral is available to Lender.

16. **COLLECTION:** Any check, draft, money order or other instrument given in payment of all or any portion hereof may be accepted by Lender and handled by collection in the customary manner, but the same shall not constitute payment hereunder or diminish any rights of Lender except to the extent that actual cash proceeds of such instrument are unconditionally received by Lender and applied to this indebtedness in the manner elsewhere herein provided.

17. **AMENDMENTS:** This Note may be changed or amended only by an agreement in writing signed by the party against whom enforcement is sought.

18. **GOVERNING LAW; SUBMISSION TO JURISDICTION:** This Note is given to evidence debt for business or commercial purposes, is being delivered to Lender at one of its offices in The Commonwealth of Massachusetts and shall be governed by and construed under the laws of said Commonwealth without regard to its conflict of laws principles. Borrower hereby submits to the exclusive personal jurisdiction in the federal and state courts of the Commonwealth of Massachusetts for the enforcement of Borrower's obligations hereunder and waives any and all personal rights under the law of any other state to object to jurisdiction within such State for the purposes of litigation to enforce such obligations of Borrower. In the event such litigation is commenced, Borrower agree that service of process may be made, and personal jurisdiction over Borrower obtained, by service of a copy of the summons, complaint and other pleadings required to commence such litigation upon Borrower at the address set forth in the preamble to this Note.

19. **CAPTIONS:** All paragraph and subparagraph captions are for convenience of reference only and shall not affect the construction of any provision herein.

20. **SEVERABILITY:** The invalidity of any provision of this Note shall in no way affect the validity of any other provision.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Note has been executed and delivered under seal as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

**BORROWER:  
HT READING LIQUORS LLC**

\_\_\_\_\_  
Witness  
Name:

By: \_\_\_\_\_  
Tarak Patel, Manager

\_\_\_\_\_  
Witness  
Name:

By: \_\_\_\_\_  
Hiram Patel, Manager

Shyo

## GUARANTY

I, TAREK PATEL, the undersigned jointly and severally, if more than one, unconditionally guarantee(s) due fulfillment to BUSA READING LIQUORS, INC. (hereinafter called the "Lender") of all obligations to the Lender of HT READING LIQUORS LLC (herein called the "Obligor"), direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising therein called the "Obligations") which are incurred by the Obligor or assigned to the Lender prior to the receipt by the Lender of written notice of the revocation of this guaranty or of the death or incapacity of the undersigned. Such notice shall not affect any obligations of the undersigned existing at the time said notice is received, and, if after any such revocation, death or incapacity but prior to the Lender's receipt of such notice thereof the Lender grants any loan or extension to or accepts any assignment of indebtedness of the Obligor or takes other action in reliance upon this guaranty, the undersigned, shall indemnify the Lender against and save it harmless from all loss, cost, liability and expense which it may incur or suffer by reason of such action. Any such notice shall be effective only with respect to the person giving the same or with respect to whom such notice is given. The liability of the undersigned hereunder shall be unlimited and such liability shall continue regardless of any reduction or increase of the Obligations until all of the Obligations have been paid or otherwise discharged.

Upon any default by the Obligor, the liability of the undersigned shall be effective immediately; and each of the undersigned waives presentment, protest, notice of acceptance of this guaranty, notice of any loan made, extension granted or other action taken in reliance hereon and all demands and notices of every kind in connection with this guaranty or the Obligations, assents to any renewals, extension or postponement of the time of payment of any of the Obligations or any other indulgence with respect thereto, regardless of the length and number of such renewals, extension, postponements or indulgences, to any substitution, exchange or release of collateral therefor and to the addition or release of any other person primarily or secondarily liable thereon; and agrees to the provisions of any instrument, security or other writing evidencing any of the Obligations. Failure of the Lender in any one instance to make any demand or otherwise proceed against any or all of the undersigned shall not constitute a waiver of the Lender's right to proceed in respect to any or all other defaults by the Obligor. The undersigned shall not assert any right arising from payment or other performance hereunder until all of the Obligations shall have been fulfilled.

Without limiting the generality of the foregoing:

- A. The Lender shall have no obligation to exercise its rights under this guaranty against more than one of the under-signed and may proceed against one or any number of the undersigned without proceeding against all or any other of the undersigned; and
- B. The undersigned, jointly and severally, guaranty to the Lender the payment of any and all expenses paid or incurred by the Lender (including reasonable attorneys' fees) in connection with the collection of all sums and obligations guaranteed hereunder, whether such collection be from the Obligor or from one or more of the undersigned.

Without limiting the generality of the foregoing, the liability of the undersigned shall not be affected by any action which the Lender may take or fail to take with respect to any other guaranty or endorsement of or security for the Obligations hereby guaranteed, or by any alteration or modifications in any such obligation to which the Lender may agree, or because of any fraud, illegal or improper acts of the Obligor, or if by operation of the law the Obligor' Obligations to the Lender are invalidated.

This instrument, and all rights and remedies of the parties shall be determined as to their validity construction, effect and enforcement, and in all other respects of the same or different nature, by the laws of the Commonwealth of Massachusetts.

This guaranty is intended to take effect as a sealed instrument, shall inure to the benefit of the Lender and its successors and assigns, and shall be binding upon the undersigned and heirs, executors, administrators, other legal representatives, successors and assigns of the undersigned.

Dated: \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Tarek Patel

\_\_\_\_\_  
WITNESS

## GUARANTY

I, HIRAM PATEL, the undersigned jointly and severally, if more than one, unconditionally guarantee(s) due fulfillment to BUSA READING LIQUORS, INC. (hereinafter called the "Lender") of all obligations to the Lender of HT READING LIQUORS LLC (herein called the "Obligor"), direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising therein called the "Obligations") which are incurred by the Obligor or assigned to the Lender prior to the receipt by the Lender of written notice of the revocation of this guaranty or of the death or incapacity of the undersigned. Such notice shall not affect any obligations of the undersigned existing at the time said notice is received, and, if after any such revocation, death or incapacity but prior to the Lender's receipt of such notice thereof the Lender grants any loan or extension to or accepts any assignment of indebtedness of the Obligor or takes other action in reliance upon this guaranty, the undersigned, shall indemnify the Lender against and save it harmless from all loss, cost, liability and expense which it may incur or suffer by reason of such action. Any such notice shall be effective only with respect to the person giving the same or with respect to whom such notice is given. The liability of the undersigned hereunder shall be unlimited and such liability shall continue regardless of any reduction or increase of the Obligations until all of the Obligations have been paid or otherwise discharged.

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Dated: \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Hiram Patel

\_\_\_\_\_  
WITNESS



## Town of Reading Meeting Minutes

### Board - Committee - Commission - Council:

Board of Selectmen

Date: 2016-04-19

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:**

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

#### **Members - Not Present:**

John Arena

#### **Others Present:**

Town Manager Bob LeLacheur, Assistant Town Manager Jean Delios, Police Sergeant Christine Amandola, Executive Assistant Paula Schena, Stephen Crook, Al Sylvia, Sean Kelly, Nancy Docktor, David Swyter, Kate Kaminer and Nancy Linn Swain

**Minutes Respectfully Submitted By:** Secretary

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### Topics of Discussion:

#### **Reports and Comments**

Selectmen's Liaison Reports and Comments – Daniel Ensminger asked who pays for hydro flushing and the Town Manager noted that unaccounted for water is spread out to all users.

Barry Berman noted that he has been monitoring the Library Building Committee and they are looking at a fall opening. He attended meeting of the Library Trustees to discuss fundraising ideas for items not covered in the project. They have a wish list but it is not prioritized yet.

Kevin Sexton noted that he attended the CPDC workshop re: 40R District. It was well attended and there was an overwhelming sense of wanting an overlay to allow for flexibility. Jean Delios noted that an overlay district allows you to do more. Kevin Sexton noted that there was also a big push for Area 1 to become a Historic District. John Halsey asked if he heard from any businesses on Washington Street and Kevin Sexton noted he didn't remember – it was a fact gathering night. Barry Berman asked if there was any discussion about components of affordable housing and Kevin Sexton noted there was not because they were discussing 40R not 40B.

Kevin Sexton noted that the Human Relations Advisory Committee has reorganized and Heather McLean is the new Chairman. They are discussing what they want to be and one member suggested a Commission instead of a Committee to hopefully stand alone. The Town Manager noted that Town Counsel will look at that and explain the difference. Kevin Sexton noted they are also looking at changing their name to the Human Rights Commission.

Public Comment – Bill Brown asked about the status of the Oakland Road property and the Town Manager noted that Town Counsel is drafting an Article for Town Meeting. There is some disagreement between the Engineers and Town Counsel.

Bill Brown noted that the handicap ramp at Birch Meadow is being done.

Town Manager's Report – The Town Manager noted that he and John Halsey attended the Volunteer Dinner. The amount of volunteer hours is equal to two full time people working every hour of every day. The Town is being sprayed for mosquitos. He also noted that 25 residents finished the Boston Marathon on Monday – hats off to them.

### **Proclamations/Certificates of Appreciation**

Arbor Day Proclamation – **A motion by Berman seconded by Ensminger to proclaim April 29, 2016 as Arbor Day in the Town of Reading was approved by a vote of 4-0-0.**

### **Personnel and Appointments**

Board of Assessors – The Town Manager noted that Mr. Golden will be the first appointed member of the Board of Assessor and he recommends a three year and three month term so it coincides with the other Boards and Committees. The position has been posted and he is the only applicant.

**A motion by Berman seconded by Ensminger to appoint Francis J. Golden to the Board of Assessors with a term expiring June 30, 2019 was approved by a vote of 4-0-0.**

### **Discussion/Action Items**

Approve Inter-Municipal Agreement with North Reading, Saugus and Wilmington for Regional Housing Services Officer – Assistant Town Manager Jean Delios noted that the draft Inter-Municipal agreement is similar to the one signed before. This is done in an economical way that allows us to have expertise at our fingertips without paying for a full time person. It is going well. Lotteries are being monitored and it is properly overseen.

Barry Berman asked what efforts are being made to identify people who would qualify and Jean Delios noted that we have a ready renters/buyers list but it is not complete. They hope to develop a website.

Barry Berman asked if we can advertise in the four communities and Jean Delios noted we can and developers have a lottery agent who handles that. We more or less audit what they are doing. John Halsey asked if that makes us the referee and Jean Delios noted it does but we work on making sense out of old deed riders and we are involved in resales.

John Halsey asked if the number of units remain flat year after year or if we have lost any. Jean Delios noted that we lost some and gained some. She noted that we lost some units with older agreements and the Housing Authority lost 10 units. The School House at 52 Sanborn Street was sold to Greenhouse in 1998 with affordable units for 25 years and that ran out. The company went bankrupt and the Housing Authority acquired four units. Jean Delios noted that the housing at Main and Summer was a similar situation. The restrictions expired. John Halsey asked what happened to the units and Jean Delios noted that she thinks they are still being rented to low/moderate income but the Housing Authority is not interested in working with the Town to make it count on our inventory. Barry Berman noted that they should sell the units back to the Town if they don't want them.

Daniel Ensminger noted that sections 9 and 10 talk about an advisory committee, but what do they advise on? Jean Delios noted they are Planners from each community and they discuss financials, etc. Jean Delios noted that affirmative marketing is regulated by the state.

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Barry Berman noted that other towns set aside units for Town employees and Jean Delios noted that local preference includes employees.

**A motion by Berman seconded by Ensminger that the Board of Selectmen approve the Inter-Municipal Agreement with North Reading, Saugus and Wilmington for Regional Housing Services Officer effective July 1, 2016 and expiring June 30, 2018 was approved by a vote of 4-0-0.**

Board of Health Update – Board of Health Chairman Andrew Friedman and member Nancy Docktor were present.

Andrew Friedman gave an overview of what's been done over the past year. He noted they are in their second year of a five year strategic plan. They have developed a good working relationship with the Town Manager and the Board of Selectmen liaison. They hired a new full time Health Agent and part time Public Health Nurse.

Specific goals of the five year health plan include:

- addressing the unmet needs of people aged 25 to 65 years
- become a go-to resource for health information
- work with employees and volunteers to achieve these goals

In addition, they have state requirements and other responsibilities. The Board of Health does not do the work but they are responsible for making sure it gets done. The Health Agent, Inspectors, Public Health Nurse and staff do the work.

Andrew Friedman noted that they need more hours for the Public Health Nurse because she does not have enough time to attend the Board of Health meetings to teach them about issues and it would be nice to increase clinics on certain issues. She also works in a cubicle with no privacy.

Daniel Ensminger thanked John Halsey for working with them over the past two years because it has made a huge difference. John Halsey noted that there are great volunteers on this Board and he applauds them.

Kevin Sexton asked where the Public Health Nurse is working from and it was noted she is in Public Services at Town Hall. Kevin Sexton asked if she had to be onsite or could we get an office offsite. Jean Delios noted that they have a plan for new office furniture. The latest are enclosed cubicles which are pricey so that will need to be discussed in the future. She talked about giving the Nurse a cell phone so she can go out to her car because we are dealing with limited resources.

Andrew Friedman noted that they understand the budget constraints and they will work together to come up with creative solutions.

Barry Berman noted that the Nurse works 16 hours/week and asked what she would do if the hours were increased. Andrew Friedman indicated he would like to table the discussion and speak with her first instead of talking off the cuff. He noted it would be nice to have her attend Board of Health meetings so she can give her own report.

John Halsey asked if the clinics would be informational or vaccinations and if the Nurse is shared. Andrew Friedman noted that they could look at grant money to fund vaccines and noted that she is not shared.

John Halsey thanked them for all of their hard work.

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Town Forest Committee Report – Rick Wetzler, Chairman of the Town Forest Committee and members Farrukh Najmi and Curt Habel were present. He thanked the Board for approving their rules and regulations. They reached out to 120 people when they were creating their policies. It has minor steps for dog walkers and disposal of waste. They have put up signage and natural history plaques. They want to webstream a walk in the woods and they plan on putting out nest boxes for educational and conservation purposes.

Farrukh Najmi noted that he is exploring a new generation website that will provide more information by using a cell phone.

Curt Habel noted that the Town Forest was planted 85 years ago to be harvested every 10 years but that never happened. Harvesting is a big job and there is a limited market for the trees. They are trying to reduce the number of trees to open it up and let other things grow.

Rick Wetzler noted that recreational uses are thriving. The Boy Scouts camp there and Eagle Scouts have built boardwalks and bridges. The cranberry bog project continues on. The Town Forest is a resource we want to maintain. Rick Wetzler noted that Grace Strohman wrote the handbook on Reading Preserves and the Ipswich River Watershed is giving us a bigger picture on how to preserve species.

Barry Berman noted that this is a great sanctuary and the trails are well marked – kudos.

John Halsey noted that he has spent many overnights in the Town Forest with the Boy Scouts and he noted that Reading produces more Eagle Scouts than any other county. He asked how they do so much with no budget and Jeff Zager noted they have a budget of \$1000/year. Rick Wetzler noted that the Eagle Scouts pay for their own projects. John Halsey asked if they had a wish list and it was noted that website access and pruning the forest would be nice. John Halsey asked if they knew of a volunteer forester and Curt Habel noted that nobody will do it for free. The Town needs to hire a forester to do the labor and find someone who wants the trees. It was noted that foresting is a four to five year plan and a state official had noted that North Reading and Haverhill are very aggressive in their forest management plans.

Hearing – Bancroft Avenue Parking Regulations (across from Birch Meadow Tennis Courts) –  
The Secretary read the hearing notice. Police Sergeant Christine Amendola was present.

The Town Manager noted that the Parking Traffic and Transportation Task Force meets once a month. The Task Force consists of Police, Planning, DPW Director, and Town Engineer and they discuss traffic and safety. The PTTTF began this discussion last summer and feel this is an easy fix. Wayfinding signs are being installed to direct traffic off of Bancroft Avenue but the Selectmen do not need to approve that signage. This request addresses the four houses across from the tennis courts. The proposal is for resident parking only between 2:00 p.m. to 8:00 p.m. and we can look at changing the hours when the lights are working.

Sgt. Amendola noted that the problems are when the games are occurring. There were 16 parking violations including parking in the handicap space, blocking driveways, etc. The residents at the four houses will get a sticker for free. Enforcement will be done. Barry Berman asked if it is just for these four houses and Sgt. Amendola noted that is correct.

Daniel Ensminger asked if there has been any discussion regarding placard parking for people who live there and Sgt. Amendola noted that we don't have that so they thought they would start with this. The Town Manager noted that when all else fails it will be an option.

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Recreation Committee member Frank Driscoll noted that the Recreation Committee thought we were going to get parking off of Bancroft Street. John Halsey noted that is not the discussion. The signage and the GPS move will be the strongest moves.

Dave Swyter suggested the Selectmen talk to the neighbors and John Halsey indicated that is what they are doing now. All of the abutters have been notified. Dave Swyter asked if there is any way to restrict bus traffic and Sgt. Amendola noted that John Feudo told every coach to get the word out. Dave Swyter asked about enforcement and Sgt. Amendola noted that the Police do selective enforcement or a resident can call the Police if there is an issue and there are no Police around.

Dave Swyter recommended restricting parking on Hartshorne Street from Bancroft on the northerly side in front of his house and also around the corner on the hill. He also recommends the time be changed to 10:00 p.m. when the lights go out.

John Halsey noted that those amendments would need to be brought back and the residents notified. The Town Manager noted that the times are okay for tonight but we can't change the geography in what we are doing tonight.

Danny Cramer from Bancroft Avenue noted this should have been done months ago because by the time it gets done the season will be over.

John Hunter from John Carver Road asked why the time cannot be move to 10:00 p.m. and the Town Manager noted that data suggests 2:00 – 8:00 p.m. It can be revisited when the lighting goes up.

Jenna Fiorente noted that the subcommittee for the lights is looking at the times lights will be on. The High School only plays until 9:00.

The Town Manager noted he is looking at scheduling that hearing on May 17, 2016 at 8:30 p.m.

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

**A motion by Berman seconded by Sexton to amend Article 5.2 of the Traffic and Parking Regulations by adding: parking shall be restricted by permit to those with a Reading Resident Community Access Permit Sticker, from the hours of 2:00pm to 8:00pm from April 1<sup>st</sup> through August 31<sup>st</sup> on any streets or parts of streets to which this Article has been applied as listed under Article 12 was approved by a vote of 4-0-0.**

**A motion by Berman seconded by Sexton that in accordance with article 5.2, parking shall be restricted by permit to those with a Reading Resident Community Access Permit Sticker, from the hours of 2:00pm to 8:00pm from April 1<sup>st</sup> through August 31<sup>st</sup>**

**Street to be amended: Bancroft Avenue**  
**Location on Street: Westerly Side from Hartshorn Street to End of Bancroft Avenue**  
**Regulation: Article 12**  
**Pursuant to Article: 5.2.2**

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

Bylaw Committee – November 2016 Town Meeting Recommended Bylaw Changes – Steve Crook, Chairman of the Bylaw Committee noted that they are looking at the Bylaw with respect to the Charter changes. They are looking at the severability clause and tweaking some definitions. In Section 8.6 and 8.5 of the Charter the Treasurer/Collector needs to be

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separated. Removal of Associate members from the ZBA and CPDC in the Zoning Bylaw. The Rules committee does not always meet annually so perhaps recommend every two years.

The Town Manager noted that the General Bylaw re-numbering needs to be cleaned up. Also, Town Counsel suggests adding repairs to private roads is the Town's responsibility and he suggests a storm water Bylaw. The Permanent Building Committee will have tweaks also.

Discuss Cable Advisory Committee (11/23/18 deadline) – John Halsey noted that we are required to establish a committee. The Town Manager noted that we are required to begin discussions and Town Counsel recommends special counsel for this.

John Halsey noted he will have some discussion with RCTV.

The Town Manager noted that he will hire special counsel and he will let us know who should be on the committee. The Schools are interested in being involved also.

**Approval of Minutes**

**A motion by Berman seconded by Sexton to approve the minutes of April 5, 2016 as amended was approved by a vote of 4-0-0.**

**A motion by Berman seconded by Sexton to go into Executive Session to discuss strategy with respect to collective bargaining and that the Chair declared that an open meeting may have a detrimental effect on the bargaining position of the body, and to not reconvene in Open Session was approved on a roll call vote with all four members voting in the affirmative.**

Respectfully submitted,

Secretary

606

4c BOS

**Schena, Paula**

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**From:** LeLacheur, Bob  
**Sent:** Friday, April 15, 2016 9:54 AM  
**To:** Schena, Paula  
**Subject:** Fwd: Verizon Fios TV - LFA Notice  
**Attachments:** Customer Notice - GO 4 IT - All.pdf; ATT00001.htm

BOS packet

Sent from my iPhone

Begin forwarded message:

**From:** "Rogalski, Bonnie" <\_\_\_\_\_  
**Date:** April 15, 2016 at 9:32:42 AM EDT  
**To:** Undisclosed recipients;;  
**Subject:** Verizon Fios TV - LFA Notice

Dear Municipal Official:

This is to notify you of a certain upcoming change to Fios® TV programming.

On or after May 9, 2016, Rocks TV programming on channel 155 will be replaced with GO 4 IT, a convenient shopping network offering fabulous savings on the hottest products. This is a provider-driven change.

Verizon will notify subscribers by bill message beginning on or around June 1, 2016. A sample customer notice is attached.

Access to the Fios® TV channel lineup is available 24/7 online at [verizon.com/fiostvchannels](http://verizon.com/fiostvchannels).

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

Sincerely,

*Sent on Behalf of*  
Jill Reddish  
Verizon Fios TV  
Franchise Service Manager

9a



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

4CB05  
Kevin Bohmiller  
VETERANS' SERVICES  
OFFICER  
Phone: (781) 942-6652  
Fax: (781) 942-9071

April 20, 2016

Mr. John Halsey, Chairman  
Board of Selectman  
Reading Town Hall  
16 Lowell Street  
Reading MA 01867

Dear Mr. Chairman,

I would like to invite you and the entire Board of Selectmen to the Town of Reading's Memorial Day ceremonies. This year's ceremonies will be on Monday, May 30th at 9:00 AM. The route for the parade will begin at the American Legion on Ash St. We will be forming at 8:30 am. The guest speaker will be Rear Admiral Raymond Couture, Reading resident, WWII and Korean veteran. I would like to invite a member of the Board of Selectmen to speak at each of the four cemeteries. I hope you will join us and help make this Memorial Day a special day. Thank you, as always, for your help in making Reading's Memorial Day ceremonies meaningful.

Please do not hesitate to contact me if you have any questions or if I can be of any assistance.

Sincerely,

Kevin Bohmiller  
Veterans' Services Officer

***"To Care For Him Who Shall Have Borne The Battle..." Abraham Lincoln***

*KB*

**Schena, Paula**

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**From:** LeLacheur, Bob  
**Sent:** Monday, April 25, 2016 10:00 AM  
**To:** Schena, Paula  
**Subject:** FW: [Reading MA] Dollar Store

For BOS packet

-----Original Message-----

From: [vtsdmailer@vt-s.net](mailto:vtsdmailer@vt-s.net) [<mailto:vtsdmailer@vt-s.net>] On Behalf Of  
Sent: Monday, April 25, 2016 9:49 AM  
To: Reading - Selectmen  
Subject: [Reading MA] Dollar Store

Hello Board of Selectmen,

Michelle Lugas as sent you a message via your contact form  
(<http://www.readingma.gov/user/475/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/475/edit>.

Message:

Hi there- I have heard that a Dollar Store will be taking the retail space once inhabited by Walgreens. While I think the business for the town will be good, I wanted to voice my dislike for the location of the store. As you may know, there is a Dollar Store in all of Reading's surrounding towns so it's kind of silly to bring another one to the area. If the Dollar Store franchise wants a presence in the town, can we suggest they take some of the retail space available in the strip mall by Market Basket? Main Street should be reserved for local businesses or ones that are of higher caliber. We shouldn't have it as a focal point of the town and it doesn't fit in with all the other improvements being made on Main Street. A Trader Joe's would be advantageous or a nice Mexican restaurant.

Thank you for reading.  
Michelle Lugas