

Town of Reading Meeting Posting with Agenda

Board - Committee - Commission - Council:

Select Board

Date: 2024-01-09 Time: 7:00 PM

Building: Reading Town Hall Location: Select Board Meeting Room

Address: 16 Lowell Street Agenda:

Purpose: General Business

Meeting Called By: Caitlin Nocella on behalf of Chair Jackie McCarthy

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.

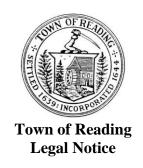
Topics of Discussion:

| | This Meeting will be held in-person in the Select Board Meeting Room at Town Hall and remotely on Zoom. It will also be streamed live on RCTV as usual. | PAGE # |
|------|---|--------|
| | Join Zoom Meeting https://us06web.zoom.us/j/88444701169 | |
| | Meeting ID: 884 4470 1169 | |
| | Dial by your location • +1 646 558 8656 US (New York) • +1 646 518 9805 US (New York) | |
| | Find your local number: https://us06web.zoom.us/u/kbJg5tRQzM | |
| 7:00 | Overview of Meeting | |
| 7:05 | Public Comment | |
| 7:15 | Select Board Liaison & Town Manager Reports | |
| 7:30 | PUBLIC HEARING : New Liquor License Application for an Annual All Alcohol License - POST 1917; 136 Haven Street | 3 |
| 8:00 | Presentation from Edge Sports for Symonds Way | |
| 8:30 | Presentation from Council on Aging | |



Town of Reading Meeting Posting with Agenda

| 9:00 | Discuss Future Agenda Items | 40 |
|------|--|----|
| 9:15 | Approve Meeting Minutes | 42 |
| 9:30 | EXECUTIVE SESSION : Vote to Approve Collective Bargaining Agreements (Public Works - AFSCME Council 93, Local 1703; Public Works Supervisory Union, AFSCME Council 93, Local 1703) | |



To the Inhabitants of the Town of Reading:

Please take notice that the Select Board of the Town of Reading will hold a public hearing on January 9th, 2024 at 7:00 PM in the Select Board Meeting Room at Town Hall, 16 Lowell Street, Reading, MA or also available remotely on Zoom to act on a new Annual All - Alcohol Restaurant Liquor license for Parc Restaurant Group LLC d/b/a POST 1917 at 136 Haven Street, Reading, MA.

A copy of the proposed documents regarding this topic will be in the Select Board packet on the website at www.readingma.gov

All interested parties are invited to attend the hearing in person or remotely via Zoom; or may submit their comments in writing to townmanager@ci.reading.ma.us

By order of Fidel Maltez Town Manager

NEW LICENSE

To apply for an alcoholic beverages retail license, you will need the following:

- \$200 Fee paid online through our online payment link: ABCC PAYMENT WEBSITE
- · Monetary Transmittal Form
- · New Retail Application
- · Manager Application
- Vote of the Entity
- Business Structure Documents
 - If Sole Proprietor, Business Certificate
 - If partnership, Partnership Agreement
 - If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth
- CORI Authorization Form Complete one for each individual with financial or beneficial
 interest in the entity that is applying AND one for the proposed manager of
 record. This form must be notarized with a stamp or raised seal.
- · Proof of Citizenship for the proposed Manager of Record.
- Supporting Financial Records for all financing and or loans, including pledge documents, if applicable.
- Legal Right to Occupy, a lease or deed.
- Floor Plan
- · Abutter's Notification
- Advertisement
- Additional information, if necessary, utilizing the formats provided and or any affidavits.
- Management Agreement, if applicable, requires the following:
 - · Management Agreement Application
 - Management Agreement
 - Vote of the Entity
 - CORI Forms for all listed in Section 11 and attachments

Please Note: You may be requested to submit additional supporting documentation if necessary.

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA Please make \$200.00 payment here: ABCC PAYMENT WEBSITE PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) ENTITY/ LICENSEE NAME Parc Restaurant Group LLC ADDRESS 136 Haven Street STATE MA ZIP CODE 01867 CITY/TOWN Reading For the following transactions (Check all that apply): Change Corporate Structure (i.e. Corp / LLC) New License ☐ Change of Location Change of Class (i.e. Annual / Seasonal) Pledge of Collateral (i.e. License/Stock) Transfer of License Alteration of Licensed Premises Change of License Type (i.e. club / restaurant) Management/Operating Agreement Change of Manager Change Corporate Name Change of Category (i.e. All Alcohol/Wine, Malt) Issuance/Transfer of Stock/New Stockholder Change of Hours Change of Officers/ Change of Ownership Interest Directors/LLC Managers (LLC Members/LLP Partners,

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:

Other

Trustees)

Change of DBA

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

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

APPLICATION FOR A NEW LICENSE

| Municipality | Reading | |
|--------------|---------|--|
| | | |

| · | TYPE | | CATEGOR | <u>Y</u> | | CLASS |
|--|---|--|---------------------------------------|---------------------------------------|------------------|-------------------|
| n-Premises-12 | §12 Restaurant | | All Alcoholic | Beverages | | Annual |
| ease provide a narrat e intended theme or | ive overview of the trans concept of the business | saction(s) being appl operation. Attach a | lied for. On-pren dditional pages, | nises applicants sho if necessary. | uld also provid | e a description o |
| am opening a New St | eakhouse inside old histo | ric Post Office in Rea | ding, MA. We wi | l be similar to a Capi | tal Grille/Davio | 's |
| | | | | | | |
| | | | | | ¬ | |
| this license application | on pursuant to special le | gislation? | Yes (No | Chapter | Acts of | |
| | TITY INFORMATIO | | | | | |
| he entity that will b | e issued the license an | d have operational | control of the | premises. | | |
| ntity Name PARC | Restaurant Group LLC | | | FEIN | 93-39857 | 02 |
| DBA Post 19 | 917 | Mana | ager of Record | Jason Carron | | |
| | | | | <u> </u> | | |
| treet Address 136 H | Haven Street, Reading, | MA 01867 | | | | |
| | | | T | | | |
| hone 61 | 17-970-8566 | Email | chefcarro | on@comcast.net | | |
| Alternative Phone | | v | Vebsite Po | ost1917.com | | |
| L- | | | <u></u> | | | |
| DESCRIPTION | OF PREMISES | | | | | |
| | lete description of the p | | | | | ns on each floor, |
| lease provide a comp | cluded in the licensed ar | | Toolage, Toa III | | • | |
| ease provide a comp utdoor areas to be ind | cluded in the licensed an | nx 50 | | | | |
| lease provide a comp utdoor areas to be ind We have a Dining 1 Bar: | room that seats appr | ox 50 | | | | |
| lease provide a comp utdoor areas to be ind We have a Dining 1 Bar: Bar Itself : 35 | room that seats appr | ox 50 | Toolage. For Inc. | | | |
| lease provide a comp utdoor areas to be ind We have a Dining 1 Bar: Bar Itself : 35 Jounge surroundin | room that seats appro | ox 50 | | | | |
| lease provide a comp utdoor areas to be ind We have a Dining i Bar: Bar Itself : 35 Lounge surroundin Dutside Patio: 50 v | room that seats appro g Bar: 48 vith outside Bar | | | Seating C | apacity: | 188 |
| lease provide a comp utdoor areas to be ind We have a Dining i Bar: Bar Itself : 35 Lounge surroundin Dutside Patio: 50 v | room that seats appro g Bar: 48 vith outside Bar | Number of Entranc | es: 2 | | | |
| lease provide a computdoor areas to be indeed to be indee | room that seats appro g Bar: 48 vith outside Bar | | | | | 188 |
| lease provide a computdoor areas to be independently to be indepen | g Bar: 48 vith outside Bar 3,930 | Number of Entranc | es: 2 | | | |
| lease provide a computdoor areas to be incomediate. We have a Dining is ar: Bar Itself: 35 Counge surroundin Dutside Patio: 50 vertical Square Footage: Jumber of Floors | g Bar: 48 vith outside Bar 3,930 | Number of Entrance Number of Exits: | es: 2 | Occupan | cy Number: | |
| lease provide a computdoor areas to be income and the least to be income as to be income as the least to be income as the | g Bar: 48 with outside Bar 3,930 CONTACT tis the person whom the | Number of Entrance Number of Exits: | es: 2 3 es should contac | Occupan | cy Number: | |
| lease provide a computdoor areas to be incomediate. We have a Dining is ar: Bar Itself: 35 Counge surroundin Dutside Patio: 50 vertical Square Footage: Jumber of Floors | g Bar: 48 with outside Bar 3,930 CONTACT tis the person whom the | Number of Entrance Number of Exits: | es: 2 | Occupan | cy Number: | |

APPLICATION FOR A NEW LICENSE 5. CORPORATE STRUCTURE Date of Incorporation 10/18/2023 **Entity Legal Structure** LLC Is the Corporation publicly traded? C Yes No State of Incorporation Massachusetts

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

| each entity as well as th Name of Principal | e Articles of Organization for each corpo Residential Address | orate entity. Every inc | SSN SSN | DOB |
|---|---|---|----------------|-------------|
| Jason Carron | | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Mana | ger US Citizen | MA Resident |
| Owner/Manager | 100 | | | € Yes ← No |
| Name of Principal | Residential Address | | SSN | DOB |
| Title and or Position | Percentage of Ownership | Director/ LLC Mana | ger US Citizen | MA Resident |
| | | ← Yes ← No | ○ Yes ○ No | ← Yes ← No |
| Name of Principal | Residential Address | | SSN | DOB |
| Title and or Position | Percentage of Ownership | | 1 | MA Resident |
| Name of Principal | Residential Address | (Yes (No | SSN No | DOB |
| Title and or Position | Percentage of Ownership | Director/ LLC Mana | ger US Citizen | MA Resident |
| Name of Principal | Residential Address | C Yes C No | Yes No | Yes No |
| Title and or Position | Percentage of Ownership | Director/ LLC Mana | ger US Citizen | MA Resident |
| | | ← Yes ← No | ← Yes ← No | ← Yes ← No |
| Additional pages attached? | ← Yes ♠ No | | | |
| <u>CRIMINAL HISTORY</u> Has any individual listed in ques State, Federal or Military Crime? | ition 6, and applicable attachments, eve If yes, attach an affidavit providing the | r been convicted of a details of any and all o | convictions. | es (No |

2

APPLICATION FOR A NEW LICENSE

| Name | | License Type | License Nar | ne | Municipality | |
|--|---|---|---|-------------------------------------|-----------------------|--|
| | | | | | | |
| | | | | | | |
| is any individual or el erest in a license to s | ntity identified in quest sell alcoholic beverages, | OHOLIC BEVERAGES LIC ion 6, and applicable attac which is not presently he es, if necessary, utilizing the | chments, ever held a Id? Ye | es 🗌 No 🛛 | neficial or financial | |
| Na | me | License Type | License Nan | ne | Municipality | |
| | | | | | | |
| | | | | | | |
| ave any of the disclo | ICENSE DISCIPLINARY sed licenses listed in que list in table below. Attac | ACTION estion 6Aor 6B ever been th additional pages, if nec | suspended, revoked essary, utilizing the t | or cancelled? able format below. | | |
| te of Action | Name of License | City | | | | |
| | | | | | | |
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| OCCUPANCY (| | e provide proof of legal o | ccupancy of the pren | nises. | | |
| · | entity owns the premises, | | ccapanty or the prom | | | |
| If leasing or ren | ting the premises, a signed | I copy of the lease is required of this license, and a signed | | copy of the unsigned | lease and a letter | |
| of intent to leas | e, signed by the applicant | and the landlord, is required ed by the same individuals | | | | |
| business entitie | s, a signed copy of a lease | between the two entities is r | equired. | ettrer matvidually of t | anough separate | |
| lease indicate by wha | at means the applicant v | will occupy the premises | Lease | | | |
| rease maneate by trin | | | 20000 | | | |
| | hen Saviano | | | | | |
| andlord Name Step | | lan | dlord Email ssavia | no812@vahoo.com | | |
| andlord Name Step | | Lan | dlord Email ssavia | no812@yahoo.com | 1 | |
| andlord Name Step andlord Phone 781- andlord Address | | Lan | dlord Email ssavia | no812@yahoo.com | 1 | |
| andlord Name Step | 354-4594 | Lan | dlord Email ssavia | no812@yahoo.com | 1 | |

3

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

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

| A. Purchase Price for Real Estate | 9 0 |
|-----------------------------------|--------------------|
| B. Purchase Price for Business A | ssets \$395,000.00 |
| C. Other * (Please specify below | \$170,533.59 |
| D. Total Cost | \$565,533.59 |

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

SOURCE OF CASH CONTRIBUTION

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

| Name of Contributor | Amount of Contribution |
|---------------------|------------------------|
| Jason Carron | \$150,000 |
| Tiffany Frietas | \$300,000 |
| Rick Nazzaro | \$150,000 |
| Tota | \$600,000 |

SOURCE OF FINANCING

Please provide signed financing documentation.

| Name of Lender | Amount | Type of Financing | Is the lender a licensee pursuant to M.G.L. Ch. 138. |
|----------------|--------|-------------------|--|
| | | | ← Yes ← No |
| | | | C Yes C No |
| | | | ← Yes ← No |
| | | | C Yes C No |

FINANCIAL INFORMATION

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

| Other Costs include the costs of renovation and construction. | |
|---|--|
| | |
| | |
| | |

| 9. PLEDGE INFORMATION | | |
|--|---|---------|
| Please provide signed pledge documentar | tion. | |
| Are you seeking approval for a pledge? | Yes (No | |
| Please indicate what you are seeking to pl | edge (checkall that apply) 🔲 License 📗 Stock 📗 In | ventory |
| To whom is the pledge being made? | | |

| 10. MANAGER APPLICATION A. MANAGER INFORMATION | | | | | | | | | |
|--|--|---------------------|------------------|---------------------------|--|------------------|---|--|--|
| The individual that has been appointed to manage and control the licensed business and premises. | | | | | | | | | |
| | Proposed Manager Name Jason Carron Date of Birth | | | | | | | | |
| Residential Ad | Residential Address | | | | | | | | |
| Email Chefcarron@comcast.net Phone 617-970-8566 | | | | | | | | | |
| Please indicate how many hours per week you intend to be on the licensed premises 60-70 | | | | | | | | | |
| | | | | | | ¥ | | | |
| | | IND INFORMATION | ON | | | | | | |
| Are you a U.S. | | | | | | | anager must be a U.S. Citizen | | |
| ' | | | | | | cate, Birth Cer | tificate or Naturalization Papers. | | |
| | | cted of a state, fe | | | | ○ No | | | |
| If yes, fill out t utilizing the f | | | n affidavit pro | viding the | details of any an | d all convictio | ons. Attach additional pages, if necessary, | | |
| Date | | nicipality | | Charge | , | | Disposition | | |
| Date | Mu | Therpaticy | | charge | | | | | |
| | | | | | | | | | |
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| | | | | | | | | | |
| C. EMPLOYME | ENIT INICODM/ | MOIT | | | | | | | |
| | | | ttach additio | nal pages, | if necessary, utili | zing the form | at below. | | |
| Start Date | End Date | Posit | ion | | Employer | | Supervisor Name | | |
| 06/2016 | n/a | owner | | Ave | ry Restaurant C | onsulting | | | |
| 7/2013 | 5/2016 | Executive Che | f | Del Friscos Seaport | | aport | Scott Gould | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| D. PRIOR DISC Have you hel disciplinary a | d a beneficia | or financial inte | rest in, or bee | en the mar out the tak | nager of, a license ole. Attach additio | to sell alcoho | olic beverages that was subject to necessary, utilizing the format below. | | |
| Date of Actio | n Nam | e of License | State Ci | ty | Reason for suspe | ension, revoca | tion or cancellation | | |
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| | | | | | | | | | |
| I hereby swear Manager's Si | | s and penalties of | oerjury that the | : informatio | n I have provided in | this application | n is true and acqurate: | | |

| 11. MANAGEMENT AGR | <u>EEMEN1</u> | [| | | | |
|--|---------------------------------------|---------------------------|---------------------------|----------------------------------|--------------------|--|
| Are you requesting approval to utilize if yes, please fill out section 11. | ze a manag | ement company throug | gh a management agree | ement? | (Yes | No No |
| Please provide a narrative overview | of the Mana | agement Agreement. At | ttach additional pages, i | if necessary. | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| IMPORTANT NOTE: A manageme | nt agreem | ent is where a license | e authorizes a third pa | irty to contro | I the daily | operations of |
| the license premises, while retain | | | ense, through a writte | n contract. <i>Ti</i> | his does <u> n</u> | <u>ət</u> pertain to a |
| liquor license manager that is em | ployed dire | ectly by the entity. | | | | |
| 11A. MANAGEMENT ENTI | TY | | | | | |
| List all proposed individuals or entit | ies that will | | | interest in the | managem | ent Entity (E.g. |
| Stockholders, Officers, Directors, LLC | _ | | etc.). | | | |
| Entity Name | Addr | ess | | Phone | | n . |
| | | | | | | |
| Name of Principal | Reside | ential Address | | SSN | | OOB |
| | The state | THIS THOU COS | | | | |
| Tide and an Desition | | Daycontogo of Own arch | in Director | US Citizen | | MA Resident |
| Title and or Position | | Percentage of Ownersh | 1 | | | |
| | | | C Yes C No | C Yes (| `No | ← Yes ← No |
| Name of Principal | Reside | ential Address | | SSN | [| OOB |
| | | | | | | |
| Title and or Position | | Percentage of Ownersh | nip Director | US Citizen | N | MA Resident |
| | | | (Yes (No | (Yes (| No | C Yes C No |
| Name of Principal | Reside | ential Address | | SSN | | OOB |
| 1000 | | | | | | |
| Title and or Position | | Percentage of Ownersh | nip Director | US Citizen | L | ЛА Resident |
| | | | C Yes C No | (Yes (| No | ← Yes ← No |
| N | David | antial Address | | SSN | | OOB |
| Name of Principal | Reside | ential Address | |) S314 | | ЛОВ |
| | | | | J L | | |
| Title and or Position | | Percentage of Ownersh | nip Director | US Citizen | | MA Resident |
| | | | ☐ Yes ☐ No | ← Yes (| No | ← Yes ← No |
| CRIMINAL HISTORY | | | | | | |
| Has any individual identified above | | | | | | C Yes C No |
| If yes, attach an affidavit providing t | | - | | | 6 DEL/E | 24.656 |
| 11B. EXISTING MANAGEN | IENT AG | REEMENTS AND | INTEREST IN AN | ALCOHOL | C BEAF | KAGES |
| <u>LICENSE</u> | | | | | | |
| Does any individual or entity identifinterest in any other license to sell a | fied in quest | tion 11A, and applicable | e attachments, have an | y direct or ind treement with | rect, bene | licial or financial |
| • | | ch additional pages, if n | | | | neensees. |
| Name | , , , , , , , , , , , , , , , , , , , | License Type | License Nan | ne | ٨ | Municipality |
| | | 71- | | | | |
| | | | | | | |

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below. Yes 🗀 No 🔯 Municipality License Type License Name Name 11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee? If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below. Yes 🗌 No 🔀 Date(s) of Agreement License Type Municipality Licensee Name 11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled? Yes No No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below. Reason for suspension, revocation or cancellation Date of Action Name of License City 11F. TERMS OF AGREEMENT a. Does the agreement provide for termination by the licensee? b. Will the licensee retain control of the business finances? Yes No No c. Does the management entity handle the payroll for the business? Yes No e. Management Term End Date d. Management Term Begin Date f. How will the management company be compensated by the licensee? (check all that apply) \$ per month/year (indicate amount) % of alcohol sales (indicate percentage) % of overall sales (indicate percentage) other (please explain) Management Agreement Entity Officer/LLC Manager ABCC Licensee Officer/LLC Manager

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manage

Management Agreement Entity Officer/LLC Manage

Signature:

Date:

Date:

ADDITIONAL INFORMATION

| ease utilize this space to provide any additional information that will support your application or to clarify any answers ovided above. | | |
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APPLICANT'S STATEMENT

| I, Jaso | n Carron the: □sole proprietor; □ partner; □ corporate principal; ☒ LLC/LLP manager |
|----------------|--|
| | Authorized Signatory |
| ofPAF | RC Restaurant Group LLC |
| | Name of the Entity/Corporation |
| hereb Bever | y submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic ages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval. |
| Applic | ereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the cation, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. Her submit the following to be true and accurate: |
| (1) | I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision; |
| (2) | I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations; |
| (3) | I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application; |
| (4) | I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted; |
| (5) | I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license; |
| (6) | I understand that all statements and representations made become conditions of the license; |
| (7) | I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities; |
| (8) | I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and |
| (9) | I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted. |
| (10) | I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. |
| | |
| | Signature: Date: 12/13/2023 |
| | Title: Manager |

ENTITY VOTE

| The December Di | | PARC Restaurant Group LLC | |
|--------------------------------------|--|---|--|
| The Board of Di | rectors or LLC Managers o | Entity Name | |
| duly voted to a | oply to the Licensing Auth | | and the |
| | 588 L | City/Town | |
| Commonwealth | n of Massachusetts Alcoho | lic Beverages Control Commission o | Date of Meeting |
| | | | |
| or the following tran | nsactions (Check all that a | oply): | ×. |
| New License | Change of Location | Change of Class (i.e. Annual / Seasonal) | Change Corporate Structure (i.e. Corp / LL |
| Transfer of License | Alteration of Licensed Premises | Change of License Type (i.e. club / restaurant) | Pledge of Collateral (i.e. License/Stock) |
| Change of Manager | Change Corporate Name | Change of Category (i.e. All Alcohol/Wine, Malt) | Management/Operating Agreement |
| Change of Officers/ | Change of Ownership Interest | Issuance/Transfer of Stock/New Stockholder | Change of Hours |
| ☐ Directors/LLC Managers | (LLC Members/ LLP Partners, Trustees) | Other | Change of DBA |
| "VOTED: To aut | horize Jason Carron | No f Donner | |
| | | Name of Person | |
| | ication submitted and to equired to have the applica | execute on the Entity's behalf, any r tion granted." | ecessary papers and |
| "VOTED: To app | point Jason Carron | | |
| | | Name of Liquor License Manage | r |
| premises descri therein as the li | ibed in the license and aut | nt him or her with full authority and thority and control of the conduct oway have and exercise if it were and chusetts." | f all business |
| 2 | | For Corporations | ONLY |
| A true copy att | est, | A true copy attes | t, |
| | | | |
| Corporate Office | er /LLC Manager Signature | Corporation Clerk | 's Signature |
| JASON | Carron | / | |
| (Print Name) | | (Print Name) | |

ADDENDUM A

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

If yes, attach an affidavit providing the details of any and all convictions.

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

| Entity Name | | Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed) | | | |
|-----------------------|---|---|-----------------|-------------|--|
| | | | | | |
| Name of Principal | Residential Address | | SSN | DOB | |
| | | | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Mana | ger US Citizen | MA Resident | |
| | | ← Yes ← No | ○ Yes ○ No | C Yes C No | |
| Name of Principal | Residential Address | • | SSN | DOB | |
| | | | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Mana | ger US Citizen | MA Resident | |
| | | ← Yes ← No | ← Yes ← No | ← Yes ← No | |
| Name of Principal | Residential Address | | SSN | DOB | |
| | | | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Mana | ger US Citizen | MA Resident | |
| | | ← Yes ← No | ← Yes ← No | ← Yes ← No | |
| Name of Principal | Residential Address | | SSN | DOB | |
| | | | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Mana | ger US Citizen | MA Resident | |
| | | ← Yes ← No | C Yes C No | Yes (No | |
| Name of Principal | Residential Address | | SSN | DOB | |
| | | | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Mana | ger US Citizen | MA Resident | |
| | | ← Yes ← No | ← Yes ← No | ← Yes ← No | |
| Name of Principal | Residential Address | | SSN | DOB | |
| | | | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Mana | ger US Citizen | MA Resident | |
| | | ← Yes ← No | C Yes C No | C Yes C No | |
| Name of Principal | Residential Address | | SSN | DOB | |
| | | | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Mana | iger US Citizen | MA Resident | |
| | | C Yes C No | C Yes C No | ← Yes ← No | |
| CRIMINAL HISTORY | | | | | |
| | bove ever been convicted of a State, Fede | eral or Military Crime | ? | ← Yes ← No | |



TREASURER AND RECEIVER GENERAL

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

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ. CHAIRMAN

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

| ABCC LICENSE INFOR | MATION | | | | | | | |
|---------------------|----------------------|--|--------------------------|----------------|------------------|----------|-----------------|--------------------------------|
| ABCC NUMBER: | | LICENSEE NAME: | PARC RESTAURA | ANT GROUP LL | С | | CITY/TOWN: | Reading, MA |
| APPLICANTINFORMA | TION | | | | | | | |
| LAST NAME: Carron | | F | IRST NAME: | Jason | | MID | DLE NAME; | |
| MAIDEN NAME OR AL | IAS (IF APPLICABLE): | N/A | | | PLACE OF BIRTH | Me | ridan, CT | |
| DATE OF BIRTH: | | SSN: | | | ID THEFT INDEX | PIN (IF | APPLICABLE): | N/A |
| MOTHER'S MAIDEN N | AME: | DRI | VER'S LICENSE #: | | | STAT | TE LIC. ISSUED: | Massachusetts |
| GENDER: MALE | HEIGHT | : 5 | 8 | WEI | GHT: 200 | | EYE COLOR: | Green |
| CURRENT ADDRESS: | | | | | | | | |
| CITY/TOWN: | Reading | | | STATE: MA | ZI | P: 01 | 867 | |
| FORMER ADDRESS: | | | | | | | | |
| CITY/TOWN: | Reading | | | STATE: MA | ZI | P: 01 | 867 | |
| PRINT AND SIGN | | | | | | // | | |
| PRINTED NAME: | Jason Carron | | APPLICANT/EN | APLOYEE SIGNA | ATURE: | V | | |
| NOTARY INFORMATION | ON. | | | | 1 | | | |
| | esday, 29 Novemb | per, 24 before m | ne, the undersi | gned notary | public, personal | lly appe | eared Jason | Carron |
| (name of document | signer), proved to | me through satis | factory eviden | ce of identifi | cation, which w | ere | MA drivers I | icense |
| to be the person w | nose name is signe | d on the precedi | ng or attached | document, | and acknowledg | ed to | me that (he) (| (she) signed it voluntarily fo |
| its stated purpose. | | XANDER J. | CAPANO | [| af | K | OTARY | |
| | СОММ | Notary Put nonwealth of Ma Commission E October 30, 2 | SSACHUSETTS xpires On | | 7 | | | |

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORE AUTHORIZED EMPLOYEE

The DCJI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an identity Theft PIN Number by the DCJI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCII via mail or by fax to [617] 560-4614.

LEASE

ARTICLE 1 Reference, Data and Exhibits

Section 1.1 Data.

DATE: November 15, 2023

NAME AND LOCATION OF PREMISES: 136 Haven Street, Commercial Unit #2, Reading, Massachusetts 01867.

Said Commercial Unit #2 shall hereinafter be referred to as the "Premises".

This Lease is subject to the Master Deed of The Postmark Condominium, as the same may be amended from time to time, The Postmark Condominium Trust and By-laws, as the same may be amended from time to time, and all rules and regulations validly established by the Trustees of the Postmark Condominium Trust, in effect from time to time (collectively, the "Condominium Documents").

<u>LANDLORD or LESSOR</u>: Haven Street Realty LLC, a Massachusetts limited liability company

ORIGINAL ADDRESS OF LESSOR: Commercial Unit 2, 136 Haven Street, Reading, MA 01867

TENANT or LESSEE: PARC RESTAURANT GROUP, LLC, a Massachusetts limited liability company, 136 Haven Street, Reading, MA 01867

<u>TERM</u>: The original term hereof shall run from date Landlord takes title to the Premises through February 15, 2027, with the option to renew as stated further in this agreement and subject to the terms thereof, for another period of three (3) years.

PUBLIC LIABILITY INSURANCE MINIMUM LIMITS:

BODILY INJURY: \$500,000.00 each person/\$1,000,000.00 each accident.

PROPERTY DAMAGE: \$100,000.00

At Landlord's option, such limits may be reasonably adjusted. ???

<u>PERMITTED USE</u>: Tenant acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereto which will be unlawful, improper, or offensive, or contrary to any law or any municipal by-laws or ordinance in force in the city or town in which the premises are situated. Tenants intended use for the Premises is a restaurant.

Without the approval of the Landlord, Tenant may not sublease any portion of the Premises to any other person or entity. If the Tenant does sublease at a rate greater than the rates to be paid by Tenant, Landlord is entitled to fifty (50) percent of the difference.

Section 1.2 Effect of Reference to Data. Each reference in this Lease to any of the titles contained in Section 1.1 shall be construed to incorporate the data stated under that title.

Section 1.3 <u>Base Rent</u>. Base rent shall be \$13,000.00 per month, payable on the first of each month in advance. The schedule of Rent shall be as follows:

The first three months shall be rent free;

The next six months one half of the base rent shall be charged, all six payments to be deferred and beginning in month ten (10), thirty equal payments of \$1,300. shall be paid in addition to the base rent.

Tenant hereby agrees to pay to Landlord one month's base rent as a Security Deposit herein due upon execution of this Lease

ARTICLE II Premises

Section 2.1 <u>Leased Premises</u>. LESSOR does hereby demise and lease unto LESSEE the "Premises" containing approximately 3,930 square feet of inside space, located on the basement and ground floors, more or less, including all fixtures and improvements in "as is" condition and together with all appurtenant rights thereto belonging, including, without limitation, the nonexclusive right to use the Common Areas of the Postmark Condominium subject to the terms of the Condominium Documents as effective from time to time, the nonexclusive rights to use roadways, driveways, entrances, exits, and service roads, the exclusive right to utilize any outside space appurtenant to said Commercial Unit 2, all as stated in the Master Deed and Unit Deed of Lessor.

As utilized herein, the Premises shall specifically include all parking, usage and access rights to and egress rights from the Premises granted to the LESSOR by Deed of LESSOR recorded in the Middlesex South District Registry of Deeds at Book 82221 Page 356.

ARTICLE III TRIPLE NET PROVISIONS

Section 3.2 <u>Payment of Real Estate Taxes</u>. The Base Rent to be paid by the Tenant as set forth above, includes 100% of the total amount of local real estate taxes levied on the Premises.

Notwithstanding anything herein contained to the contrary, if the real estate tax bill is increased after the third anniversary of the lease, the Tenant shall be responsible to pay said increase in addition to the base rent above.

As utilized herein, the term "real estate taxes" shall mean all real property taxes imposed upon the Landlord by any governmental authority having jurisdiction thereover; and all impositions and assessments for public improvements, such as sanitary sewer or public

water supply, provided, however, that if at any time during the term of this lease, the present method of taxation or assessment of real property shall be altered, changed or modified, in whole or in part, and in addition to or in lieu of such real property taxes, there shall be imposed upon Landlord by way of assessment or levy or otherwise upon the rents derived from the Premises, or as a tax, assessment, levy or charge measured or based upon, in whole or in part, the Premises or the rents derived therefrom and imposed upon the Landlord, each and every such assessment, levy or charge shall be deemed a Real Estate Tax to the extent that Tenant has been relieved of payment of current real estate taxes payable prior to such change or alteration in such method of taxation of real property. Federal income taxes, state income taxes, estate taxes and inheritance taxes imposed upon Landlord shall not be considered Real Estate Taxes unless such other taxes are imposed or increased by reason of the alteration, change or modification of the method of taxation or assessment of real property.

- Section 3.2 <u>Common Area Charges</u>. The base rent shall be deemed to include one hundred (100%) percent of any common area maintenance fees or condominium fees attributable to the Premises. Any increase in the Common Area Charges during the term of the lease shall be paid by the Tenant, in addition to the base rent. The Tenant shall be liable for any Capital Assessments assessed against the said Unit 2 payable during term of the lease.
- Section 3.3 <u>Electricity and Telephone</u>. Tenant shall make its own arrangements for heat, electric, telephone and gas service respectively and shall pay promptly therefor.
- Section 3.4 <u>Water and Sewerage</u>. Tenant shall timely pay for 100% of the water and sewer charges for the Premises.
- Section 3.5 Other Utilities and Services. Tenant shall pay all charges for any other utilities and services used by it and supplied by the Landlord or any other person, firm or corporation. Tenant shall save harmless and indemnify Landlord against any claim or liability an account of said charges.
- Section 3.6 <u>Insurance</u>. Tenant, at Tenant's cost, shall be responsible for obtaining such insurance as it may deem advisable for all contents and merchandise owned by Tenant located in the Premises, together with any Tenant improvements to the property. Tenant shall also keep in full force and effect comprehensive public liability insurance insuring Landlord and Tenant against injury to property, persons, or loss of life arising out of use of occupancy of the demised property by any person, with limits as set forth herein. The insurance to be purchased by Tenant pursuant to this Lease shall not be limited in any way by reason of any insurance which may be maintained by Landlord. Each year Tenant shall provide Landlord with a certificate of insurance with Landlord identified as an additionally insured party.
- Section 3.7 <u>Triple Net Charges</u>. All triple net charges paid by Tenant to or on behalf of Landlord shall, for the purposes of this lease, be considered "additional rent" due pursuant to this Lease.
- Section 3.8 <u>Payment of Triple Net Charges</u>. To satisfy its obligation to pay triple net charges, the Tenant will pay the Landlord in monthly installments on the first day of each

calendar month in advance, one twelfth of any increase to the real estate taxes made after the date of this Lease. In addition, Tenant shall pay, in full, all insurance due on the Premises to maintain Tenant's business and insure Tenant's property and improvements made to the Premises. Tenant shall also pay for all maintenance to the premises, either directly to the vendors or to the Landlord for any improvement made by Tenant and paid for by Landlord. Within sixty (60) days of the end of each calendar year the payments for the preceding year shall, to the extent necessary, be adjusted as against payments actually made during that year. Any deficiency shall be paid within ten days of invoice. Any surplus from a year shall be applied to the following year's charges. The monthly payments for triple net charges shall be adjusted annually based on the charges actually incurred for the prior year.

So long as Tenant is not in default of any terms of this lease, Tenant shall have the option to renew this lease for another three year term, with base rent increasing by an additional \$1.00 per square foot of the Premises for each of the three years, in addition to all other fees and costs contained herein, which Tenant will continue to pay in addition to the new base rent.

ARTICLE IV Tenant's Additional Covenants.

Section 4.1 <u>Affirmative Covenants</u>. Tenant covenants, at its expense, at all times during the Lease Term and such further time as the Tenant occupies the Premises or any part thereof:

- (A) To perform promptly all of the obligations of Tenant as set forth in this Lease; and to pay when due said Base Rent and all charges, rates and other sums which by the terms of this Lease are to be paid by the Tenant; To promptly pay when due all public charges with respect to the Premises, not previously allocated to Tenant pursuant to Article III herein;
- (B) To store all trash and refuse within the Premises and to attend to the disposal thereof in the manner designated by the Landlord; to keep all drains inside the Premises clean and in good and normal working order; and to properly clean all filters and vents necessary to maintain safety on the Premises and all in accordance with the Master Deed of the Postmark Condominium and the Trust, By Laws and Rules and Regulations of the Postmark Condominium Trust.
- (C) At the Tenant's expense, to keep the Premises in the same order and repair as they are in at the commencement of the term, or may be put in during the term, to keep all glass in good condition and to maintain, repair and replace any fixture or improvement; To the extent not the responsibility of the Condominium Association, to maintain, repair and replace all fixtures and equipment, including without limitation, all heating, air conditioning, ventilation, plumbing, lighting, electrical and mechanical fixtures, signs and equipment in the same good operating condition as they are in on the commencement date, or may be put in during the term, damage by fire or unavoidable casualty excepted;
- (D) To make all repairs, alterations, additions or replacements to the Premises required by law or ordinance or any order or regulation of any public authority because of the Tenant's

particular use of the Premises; to keep the Premises equipped with all safety appliances so required because of such use; to procure any licenses and permits required for any such use; to comply with the recommendations of the Fire Underwriters Rating Bureau or other similar organizations; and to comply with the orders and regulations of all governmental authorities except that the Tenant may defer compliance so long as the validity of any such law, ordinance, order or regulation shall be contested by the Tenant in good faith and by appropriate legal proceedings, if the Tenant first gives the Landlord appropriate assurance against any loss, cost or expense on account thereof and provided the same does not subject the Landlord to the threat of any criminal liability;

- (E) To pay promptly when due the entire cost of any work to the Leased Premises undertaken by the Tenant so that the Premises shall at all times be free of liens for labor and materials; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements; and to save the Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work.
- (F) To save the Landlord harmless and indemnified from all injury, loss and claims of damage to any person or property while on or about the Premises; to save the Landlord harmless and indemnified from all injury, loss, claim of damage to any person or property anywhere occasioned by any omission, neglect or default of the Tenant, its agents, servants and employees; to save Landlord harmless and indemnified from all injury, loss or claim relating to goods sold at the Premises, or to any alleged nuisance made or suffered on the Premises, or pertaining to damages resulting from stoppage or leakage of pipes or from steam, gas, electricity, water, rain or leaks from any part of the Premises or from the pipes, appliances, or plumbing works, or from the roof, street or subsurface, or from any other place, or by dampness or by any other cause of whatsoever nature; to maintain in responsible companies qualified to do business in the state in which the Premises is located, and in good standing therein, public liability insurance covering the Premises insuring the Landlord by name as well as the Tenant against any loss, liability or expense whatsoever from fire (including extended coverage), personal injury, death, products liability damage, property damage, theft or vandalism arising or occurring upon or in connection with the Premises or by reason of Tenant's operation thereof with limits at least equal to those stated in Section 1.1 and Landlord may, upon notice to Tenant, modify the minimum amounts of insurance required;
- (G) To permit the Landlord and its agents to examine the Premises at reasonable times and to show the premises to prospective purchasers, lenders and tenants. Within six months of the expiration of the term, Landlord may affix suitable notices to any part of the interior or exterior of the Premises.
- (H) That the Landlord shall not be required to make any repairs or improvements or to supply any service to the Premises, the common areas, or any fixtures or improvement and shall not be liable to anyone for any claim of any nature including, without limitation, compensation or rent reduction for loss of business, or constructive or actual eviction, for interruption of an agreed service due to any accident, emergency situation, the making of

repairs, alterations or additions, labor difficulties, trouble in obtaining fuel, electricity, service or supplies or to any cause beyond Landlord's reasonable control; that all personal property from time to time upon the Premises shall be at the sole risk of the Tenant; and that the Landlord shall not be liable for any damage which may be caused to the Premises by the bursting or leaking of or condensation from any plumbing, cooling or heating pipe or fixture.

- (I) To pay on demand the Landlord's expenses, including, without limitation, reasonable attorneys' fees, incurred in enforcing any obligations of the Tenant under this Lease or in curing any default by the Tenant under this Lease. It is expressly agreed that Landlord may, but need not, pay any charge which Tenant should have paid or take any action which Tenant should have taken pursuant to this agreement and that Tenant will reimburse Landlord for any such cost incurred, plus 10% for overhead expenses, payable on demand;
- (J) At the termination of this Lease: To remove such of the Tenant's goods and effects as are not permanently affixed to the Premises; to remove such alterations and additions made by Tenant as the Landlord may request; to repair any damage caused by such removal; and peaceably to yield up the Premises and all alterations and additions thereto (except such as the Landlord has requested Tenant to remove) and all fixtures, furnishings, equipment and floor coverings which are permanently affixed to the Premises, which shall thereupon become the property of Landlord, clean and in good order, repair and condition.

At Landlord's option, equipment and/or property not so removed within seven (7) days of the date of termination or expiration shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine and Tenant shall pay Landlord the entire cost and expense incurred by it in effecting such removal and disposition and in making any incidental repairs and replacements to the Premises. Tenant shall further indemnify Landlord against all losses, costs and damages resulting from Tenant's failure and delay in surrendering the Premises as above provided. Pursuant to this paragraph, Landlord, in its discretion, may sell such property and apply the proceeds to its costs and all other sums due from Tenant hereunder.

Tenant shall pay Landlord double the total of the minimum rent for each month or portion thereof Tenant shall retain possession of the Premises or any part thereof after the termination or expiration of this Lease, and all other charges which would be due hereunder if this Lease were not terminated and shall also pay all damages sustained by Landlord on account of Tenant's continued possession. Acceptance of such payments shall not constitute a waiver of Landlord's right to regain possession by legal process, which may be commenced at any time.

In the event that the Premises, or the Building are to be demolished or transferred by Landlord then, at the option of Landlord, upon a written notice to Tenant, this lease shall terminate without expense or liability to Landlord. If any provision in this paragraph conflicts with any other provision, term, covenant, agreement or condition of this Lease, this paragraph shall prevail;

- (K) Tenant's rights under this Lease are and shall always be subordinate to the operation and effect of any mortgage, deed of trust or security interest now or hereafter placed by the owner of the Premises upon the Premises or the Center or any portion thereof, and to all advances made thereunder and to the interest thereon and all renewals, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required. In confirmation thereof, Tenant shall execute such further assurance as may be required or requested by LESSOR and/or any mortgagee of LESSOR;
- (L) To remain fully obligated under this Lease notwithstanding any assignment or sublease or any indulgence granted by Landlord to Tenant or to any assignee or sublessee; and

Section 4.2 <u>Negative Covenants</u>. The Tenant covenants at all times during the Term and such further time as Tenant occupies the Premises of any part thereof not to injure, overload, deface or otherwise harm the Premises; nor commit any nuisance; nor make any use of the Premises which is improper, offensive or contrary to any law or ordinance or which will invalidate any of the Landlord's insurance. Tenant shall not make any alteration, addition or improvement to the interior of the Premises without the prior consent of the Landlord.

ARTICLE V Damage, Destruction or Eminent Domain

Section 5.1 Fire or Other Casualty. If the Premises are damaged and made substantially untenantable by fire or casualty, Landlord may by written notice to Tenant, given within sixty (60) days after such occurrence, terminate this Lease. If any mortgagee of the Landlord or the Condominium Association shall refuse to allow the proceeds of the insurance to be used for the repair, rebuilding or restoration of the Premises, Landlord shall notify Tenant and this Lease shall terminate. Unless this lease is terminated, Tenant shall coordinate repairs with the Landlord and the Condominium Association. Rent shall not be abated, in whole or in part. In the event of any termination under the provisions of this Article rent and other payments shall be apportioned as of the termination date.

Section 5.2 Eminent Domain. The Landlord reserves and excepts all rights to damages to the Premises and the lease-hold hereby created now accrued or hereafter accruing (not including damages to Tenant's stock in trade, or for interference with Tenant's business and damages to fixtures which the Tenant must remove upon termination of this Lease) by reason of any exercise of the right to Eminent Domain, or by reason of anything lawfully done in pursuance of any public or other authority; and by way of confirmation the Tenant grants to the Landlord all the Tenant's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as the Landlord may from time to time request. If all the Premises are taken by Eminent Domain this Lease shall terminate and the Tenant is required to vacate the premises. For any partial taking which permits the remaining portion of the Premises to be utilized, the Lease shall remain in full force and effect and there shall be no full or partial abatement of rent. The Tenant, at its expense, shall proceed with all reasonable dispatch, to do such work as may be required to restore the Premises or what remains thereof

as nearly as may be to the condition they were in immediately prior to such taking; and the Tenant shall at its expense, proceeding with all reasonable dispatch, do such work to its fixtures, furniture, furnishings, floor coverings and equipment as may be required.

5.3 <u>Release of Landlord</u>. The Tenant agrees that the Landlord will not be liable, in any event, for any act which may result in a loss from fire, providential loss or any other casualty, however caused.

ARTICLE VI Defaults by Tenant and Remedies

Section 6.1 Tenant's Default. If:

- (A) Tenant shall fail to pay the Base Rent, Additional Rent, or other charges on/or before the date on which the same becomes due and payable, or
- (B) Tenant shall fail to perform or observe some term or condition of this Lease which, because of its character, would immediately jeopardize Landlord's interest (such as, but without limitation, failure to maintain public liability insurance or the employment of labor and contractors within the Premises which would interfere with the Landlord's work), or
- (C) Tenant shall fail to perform or observe any other term or condition contained in this Lease and Tenant shall not commence to cure such failure within thirty days after notice from Landlord to Tenant thereof and promptly and diligently complete the curing of the same, or
- (D) The estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of the Bankruptcy Act now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or if Tenant shall file a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Code now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts, or
 - (E) Tenant, or someone on behalf of Tenant, records this Lease, or
- (F) The Tenant receives three Notices of Default in any twelve month period, regardless of whether or not the defaults specified were corrected then, this Lease shall terminate effective upon delivery of a written Notice of Termination to Lessee and Tenant covenants and agrees, notwithstanding termination, to pay and be liable for, on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and all other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated, and whether the Premises be relet or remain vacant, in

whole or in part, or for a period less than the remainder of the term, and for the whole thereof but, in the event the Premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting, after deduction of all expenses incurred in reletting the Premises (including, without limitation, legal fees, remodeling costs, brokerage fees and the like), and in collecting the rent in connection therewith, in the following manner:

Amounts received by Landlord after reletting shall first be applied against such Landlord's expenses, until the same are recovered, and until such recovery, Tenant shall pay, as of each day when a payment would fall due under this Lease, the amount which Tenant is obligated to pay under the terms of this Lease (Tenant's liability prior to any such reletting and such recovery not in any way to be diminished as a result of the fact that such reletting might be for a rent higher than the rent provided for in this Lease); when and if such expenses have been completely recovered, the amounts received from reletting by Landlord as have not previously been applied shall be credited by Landlord against Tenant's obligations as of each day when a payment would fall due under this Lease, and only the net amount thereof shall be payable by Tenant. Further, amounts received by Landlord for such reletting for any period shall be credited only against obligations of Tenant allocable to such period and shall not be credited against obligations of the Tenant hereunder accruing subsequent or prior to such period; nor shall any credit of any kind be due for any period after the date when the term of this Lease is scheduled to expire according to its terms.

Tenant further agrees that, during the remainder of the Term Landlord may perform any of Tenant's obligations pursuant to this lease at Tenant's expense, which costs may be added to the expenses recoverable by Landlord after reletting.

It is further agreed that in reletting, Landlord, in its sole discretion may (1) relet the Premises, or any portion thereof, for a term equal to, less than or in excess of the balance of the Term; (2) grant such concessions and free rent as Landlord considers advisable; (3) make such alterations, repairs and improvements to the Premises as Landlord considers advisable; and (4) lease upon such conditions as Landlord considers advisable. No action or inaction of Landlord in accordance with the foregoing and no failure to relet or to collect rent or other payment under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

At the election of the Landlord made at any time prior to expiration of the term, Tenant will, upon such termination, pay to Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total rent and other benefits which would have accrued to Landlord under this Lease for the remainder of the Term from the date of election if the Lease terms had been fully complied with by Tenant over and above the then cash rental value (in advance) of the Premises from the date of election for the balance of the Term. Such election shall not diminish Landlord's remedies hereunder for periods prior to the date of election.

Further, if this Lease shall be guaranteed on behalf of the Tenant, all of the foregoing provisions with respect to bankruptcy of Tenant, etc., shall be treated as reading "Tenant or the guarantor hereof".

Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease and Tenant's obligations and covenants hereunder. To the extent permitted by law, Tenant hereby waives any obligation of Landlord to mitigate its damages in the event of such termination.

Section 6.2 <u>Late Payments</u>. If any payment due hereunder is not received by Lessor by the date it is due, such payments shall bear interest at a rate of 15% annually from the due date to the date of receipt. Such interest shall be deeded to be additional rent, to be calculated by Landlord. Landlord shall provide Tenant with written notice of the amounts due and such amounts shall be payable on the first day of the first month following receipt. Failure to make timely interest payments, as herein provided, shall also be subject to the interest provisions of this paragraph. Interest due hereunder shall be in addition to and not in lieu of Landlord's other remedies pursuant to this Lease and acceptance by Landlord of interest payments shall not waive Landlord's rights to pursue other remedies, including termination.

ARTICLE VII Miscellaneous Provisions

Section 7.1 Notices From One Party to the Other. Any notice from Landlord to Tenant or from the Tenant to Landlord shall be deemed duly served if mailed by registered or certified mail addressed, if to Tenant, at the Original Address of Tenant or such other address as Tenant shall have last designated by notice in writing to Landlord, and, if to Landlord, at the Original Address of Landlord or such other address as Landlord shall have last designated by notice in writing to Tenant. The customary receipt shall be conclusive evidence of such service. Alternatively, service may be made by constable served upon the other party at the address hereinabove set forth or by Federal Express or similar overnight delivery service at the stated addresses.

Section 7.2 <u>Timeliness of Notices</u>. In any instance where notice is required under any term or provision of this Lease, it is agreed between the parties that time shall be of the essence and that timeliness of all requisite notices shall be deemed of the essence and not subject to waiver.

Section 7.3 <u>Lease Not to be Recorded</u>. Tenant agrees that it will not record this Lease. Both parties shall, upon the request of either, execute and deliver a notice of this Lease in such form, if any, as may be permitted by applicable statute.

Section 7.4 <u>Limitation of Landlord's Liability</u>. The Landlord shall be liable under this Lease only while owner of the Leased Premises. Except for breach by Landlord of the covenant of quite enjoyment, Landlord shall not be deemed to be in default in the performance of any of its obligations hereunder unless it shall fail to perform such obligations and such failure shall continue for a period of thirty (30) days or such additional time as is reasonably required to correct any such default after written notice has been given by Tenant to Landlord specifying

the nature of the alleged default. Tenant agrees that, in the event Tenant obtains any judgment against Landlord by virtue of an alleged default by Landlord under this Lease, Tenant shall be limited to Landlord's interest in the Premises for satisfaction of such judgment. The limitation set forth in the preceding sentence is not intended to, and shall not, limit any right that Tenant may have to obtain injunctive relief against Landlord, or any other action not involving Landlord's monetary liability from assets other than Landlord's interest in the Premises.

Section 7.5 Applicable Law and Construction. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and if any provisions of this Lease shall to any extent be invalid, all other provisions shall nevertheless continue in full force and effect. There are no oral or written agreements between Landlord and Tenant affecting this lease. This Lease may be amended only by instrument in writing executed by the Landlord and Tenant. Any and all rights and remedies which Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Failure of Landlord to exercise any power given to it hereunder, or to insist upon strict compliance with the provisions of this Lease by the Tenant shall not be construed as a waiver of any subsequent right of a same or similar nature, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless Landlord expressly acknowledges a waiver in writing. The subsequent acceptance of rent or other payment hereunder by Landlord shall not be deemed a waiver or acceptance of any preceding breach by Tenant of any term, covenant or condition of this Lease. Any rent tendered by Tenant in payment of rent in arrears or following termination of this Lease will be accepted for the use and occupancy of the premises only and without waiving, but expressly relying upon, Landlord's rights, including, but not limited to, that of termination and preceding to evict or remove Tenant. No payment by Tenant of a lesser amount than an amount due hereunder shall be deemed to be other than on account of the total amount due, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such payment due or exercise any other remedy hereunder. The Landlord shall not be deemed, in any way or for any purpose, to have become, by the execution of this Lease or any action taken thereunder, a partner of the Tenant in its business or otherwise or a joint venturer or a member of any joint enterprise with the Tenant.

The titles of several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease. Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them respectively. Whenever the singular is used and when required by the context it shall include the plural, and the neuter gender shall include the masculine and feminine. References to "Landlord" and "Tenant" shall be deemed proper regardless of whether either is an individual, partnership or corporation. If there by more than one tenant the obligations imposed by this Lease upon the Tenant shall be joint and several.

Section 7.6 <u>Acceptance of Premises</u>. Tenant acknowledges that it has fully inspected the demised premises and Tenant hereby accepts the demised premises and the buildings and improvements situated thereon, in an "as is" condition, without any warranties or representations by Landlord and without recourse to Landlord as to the nature, condition or usability thereof, except that Landlord agrees to perform the work set forth on the schedule attached hereto and made a part hereof, if any.

Section 7.7 <u>Lease Modification</u>. In the event that the holder of any mortgage or prospective mortgage on the property of which the leased premises are a part, shall request any modification of any of the provisions of this Lease not substantially affecting Tenant's rights, Tenant agrees Tenant will enter into a written agreement in recordable form with such holder or prospective holder, which shall effect such modification and shall provide that such modification shall become effective and binding upon Tenant and shall the same force as an amendment to this Lease in the event of a foreclosure or other similar action taken by such holder or prospective holder. A provision directly relating to the rents payable hereunder, the duration of time hereof, or the size, use or location of the leased premises shall be deemed a provision substantially affecting Tenant's rights.

Section 7.8 <u>Assignment by Landlord</u>. This Lease and all rights hereunder may be assigned and transferred by Landlord and, if so, shall be binding upon and inure to the benefit of the Landlord's successors and assigns.

Section 7.9 <u>Assignment of Rents</u>. With reference to any assignment by Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of the first mortgage on the leased premises, Tenant agrees:

- (a) that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, shall never be deemed an assumption by such holder of any of the obligations of Landlord hereunder, unless such holder shall, by written notice sent to Tenant, specifically elect; and
- (b) that, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon the foreclosure of such holder's mortgage and the taking of possession of the leased premises.

WITNESS our hands and seals on the day and year first above written.

| Lessor: Haven Street Realty | LLC |
|-----------------------------|-----|
| Ву: | |
| Ron Fuccillo | |
| Its: Manager | |
| | |

| Tenant: Parc Restaurant Group, LLC | |
|------------------------------------|----------------------------|
| By : | S |
| Jason Carron | |
| Its: Manager and | Jason Carron, Individually |

CONSENT TO ACTION WITHOUT MEETING OF ALL MEMBERS AND MANAGERS OF HAVEN STREET REALTY, LLC

The undersigned, being all of the MANAGERS and Voting MEMBERS of HAVEN STREET REALTY LLC, a Massachusetts Limited Liability Company established pursuant to Massachusetts General Laws Chapter 156C and all other applicable laws of the Commonwealth of Massachusetts, do hereby consent to the following action without meeting:

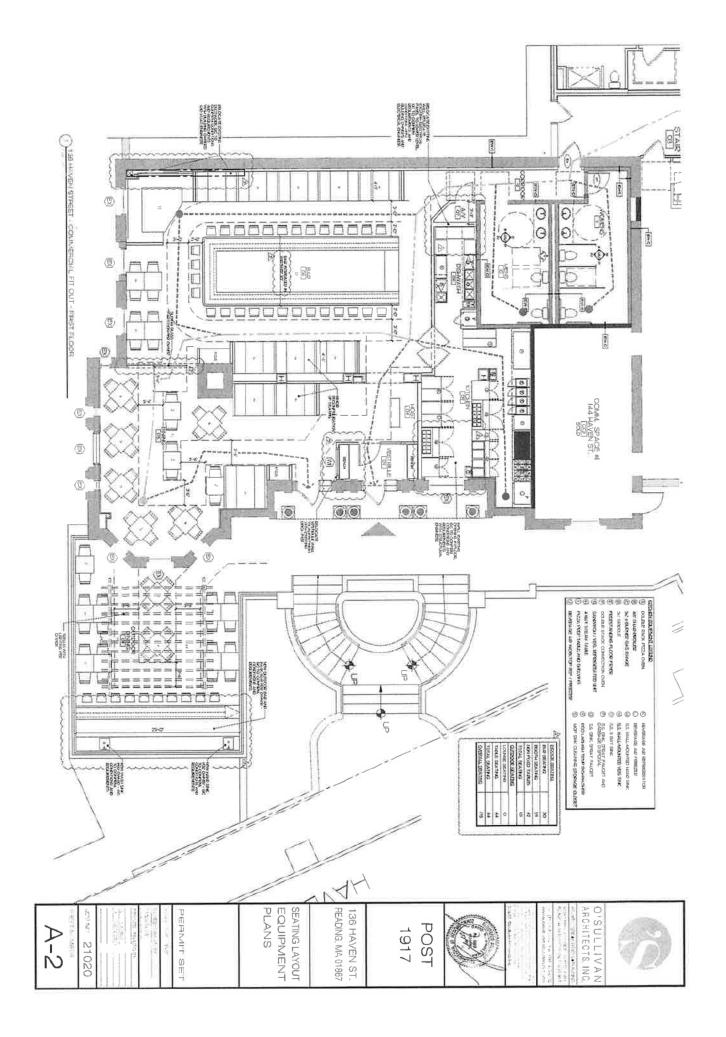
VOTED: To Lease Commercial Unit 2, 136 Haven Street, Reading, MA to PARC RESTAURANT GROUP, LLC, A Massachusetts Limited Liability Company established pursuant to MGL Ch. 156C, upon such terms as the Managers and Voting Members approve and to execute and deliver in connection with said transaction a Lease and any other documentation required to consummate this transaction in the discretion of the Managers and Members, all documentation being in such form as the Managers and Members shall approve.

VOTED: That Ron Fuccillo, acting in his capacity as Manager of this Limited Liability Company is authorized and empowered to execute any and all of the aforementioned documents so as to be and act as the fully binding obligations of this Limited Liability Company.

The undersigned, being all the Members of this Limited Liability Company do hereby state that as of this date that Ron Fuccillo is the Manager of this Limited Liability Company.

| The undersigned do hereby affix their sign waive any notice which may be required a | atures this day of December, 2023, and do s to the within action. |
|---|---|
| Ron Fuccillo, Member and Manager | |
| Member | <u></u> |
| Member | _ |
| Member | _ |

Member



Date: 10/18/2023 5:03:11 PM MA SOC Filing Number: 202322372230

The Commonwealth of Massachusetts, William Francis Galvin **Corporations Division**

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Organization

MANAGER

JASON CARRON

| Identification Number: 001712839 (number will be assigned) 1. The exact name of the limited liability company is: PARC RESTAURANT GROUP LLC 2. The address in the Commonwealth where the records will be maintained: Number and 136 HAVEN STREET street: Address 2: City or town: READING State: MA Zip code: 01867 Country: UNITED STATES 3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person): RESTAURANT |
|--|
| 2. The address in the Commonwealth where the records will be maintained: Number and 136 HAVEN STREET street: Address 2: City or town: READING State: MA Zip code: 01867 Country: UNITED STATES 3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person): |
| Number and street: Address 2: City or town: READING State: MA Zip code: 01867 Country: UNITED STATES 3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person): |
| City or town: READING State: MA Zip code: 01867 Country: UNITED STATES 3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person): |
| professional service, this form must be filed by fax, mail or in person): |
| |
| 4. The latest date of dissolution, if specified: (mm/dd/yyyy) |
| 5. The name and address of the Resident Agent: |
| Agent name: JASON CARRON Number and street: |
| Address 2: City or town: READING State: MA Zip code: 01867 |
| I JASON CARRON, 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: |

READING, MA 01867 USA

| 7. The name and business address of the execute documents to be filed with the named if there are no managers. | e person(s) in addition to the manager(s), authorized to Corporations Division, and at least one person shall be |
|--|--|
| Title Name | Address |
| 8. The name and business address of th record any recordable instrument purpor | e person(s) authorized to execute, acknowledge, deliver and rting to affect an interest in real property: |
| Title Name | Address |
| 9. Additional matters: | |
| 10. This certificate is effective at the tim later effective date not more than ninety | ne and on the date approved by the Division, unless a (90) days from the date of filing is specified: |
| Later Effective Date (mm/dd/yyyy): | Time (HH:MM) |
| (,, / / / / / | |
| SIGNED UNDER THE PENALTIES OF PERJU | |
| | |

MA SOC Filing Number: 202322372230 Date: 10/18/2023 5:03:11 PM

THE COMMONWEALTH OF MASSACHUSETTS

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

October 18, 2023 05:03 PM

WILLIAM FRANCIS GALVIN

Status Frain Dalies

Secretary of the Commonwealth

12/12/23, 11:28 AM Print Receipt

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email and via text message.



Transaction Processed Successfully. INVOICE #: 402752ea-0877-416d-5512-e065209aeaf8

| | | \$200.00 |
|--------------------|--|----------|
| FILING FEES-RETAIL | Parc Restaurant Group LLC | \$200.00 |
| Description | Applicant License or Regis ration Number | Amount |

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

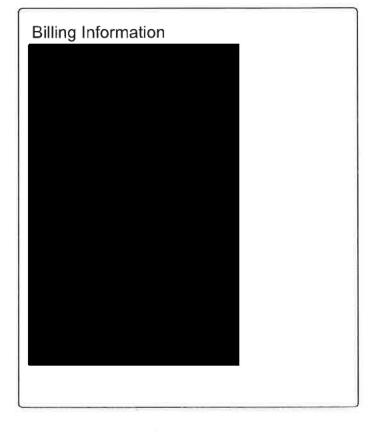
Date Paid: 12/12/2023 11:28:07 AM EDT

Payment On Behalf Of

License Number or Business Name: Parc Restaurant Group, LLC

Fee Type:

FILING FEES-RETAIL





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| U | ils certificate does not confer rights to t | ine c | ertiti | cate holder in lieu of such | | | | | | |
|--|--|--------------|--------|--|------------------------|--|----------------------------|--|-------------|---------------|
| PRO | DUCER | | | | CONTACT Michele Lepore | | | | | |
| EA: | Stevens Company, Inc. | | | PHONE (A/C, No, Ext): (978) 774-6126 FAX (A/C, No): (978) 762-9702 | | | | | | |
| P.O. | Box 805 | | | E-MAIL ADDRESS: michelel@eastevensins.com | | | | | | |
| 205 | South Main Street | | | | | | | | | |
| | | | | | | Navida Inc. | | | | NAIC# |
| Middleton MA 01949 | | | | | | INSURER A : Nautilus Insurance Company | | | | |
| INSU | | | | INSURER B : Acadia Insurance Company | | | | | | |
| Parc Restaurant Group LLC, DBA: Post 1917 | | | | | | INSURER C: | | | | |
| 136 Haven Street | | | | | | INSURER D : | | | | |
| | | | | | INSURER E: | | | | | |
| Position HA 04002 | | | | | INSURER F: | | | | | |
| COVERAGES CERTIFICATE NUMBER: CL2312121471 | | | | | | REVISION NUMBER: | | | | |
| | HIS IS TO CERTIFY THAT THE POLICIES OF IN | | | | ISSUED | TO THE INSUE | | | HOD | |
| IN CI | IDICATED. NOTWITHSTANDING ANY REQUIR ERTIFICATE MAY BE ISSUED OR MAY PERTAI KCLUSIONS AND CONDITIONS OF SUCH POL | EME N, Th | NT, TE | ERM OR CONDITION OF ANY GURANCE AFFORDED BY THE | CONTRA E POLIÇI | ACT OR OTHER IES DESCRIBE | DOCUMENT IN DIFFERENT IS S | WITH RESPECT TO WHICH T | HIS | |
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| | | | 1 | | | | | MED EXP (Any one person) | s 5,00 | |
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| | POLICY PRO- LOC | | | | | | | PRODUCTS - COMP/OP AGG | s Excl | uded |
| | | | | | | | | PRODUCTS - COMPTOP AGG | \$ | |
| - | OTHER: AUTOMOBILE LIABILITY | | | | _ | | | COMBINED SINGLE LIMIT (Ea accident) | 5 | |
| | | | | | | | | - 330 | _ | |
| | ANY AUTO OWNED SCHEDULED | | | | | | 1 | BODILY INJURY (Per person) | 5 | |
| | AUTOS ONLY AUTOS | - 1 | | | | | | BODILY INJURY (Per accident) | \$ | |
| | HIRED NON-OWNED AUTOS ONLY | | | | | 1 | | PROPERTY DAMAGE (Per accident) | 5 | |
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| | DED RETENTION \$ | | | | | | | | 5 | |
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| | AND EMPLOYERS' LIABILITY Y/N | | | | | | | | _ | |
| | Chridenine wound exception. | NIA | | | | | l l | E.L. EACH ACCIDENT | . \$ | |
| | (Mandatory in NH) If yes, describe under | | | | | | 1 | E.L. DISEASE - EA EMPLOYEE | 5 | |
| _ | DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 0.400 | |
| | Builders Risk | | | | | | | Building Limit | | 0,000 |
| В | Loc: 136 Haven St, Reading, MA | | | CIM 5578062 | | 12/01/2023 | 12/01/2024 | Addl Construction Exp | \$50, | 000 |
| | | | | | | | | Addl Soft Costs | \$50, | 000 |
| DESC | CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES | S (AC | ORD 1 | 01, Additional Remarks Schedule, | may be a | tlached if more s | pace is required) | | | |
| CE | PTIEICATE HOLDER | | | | CANO | ELLATION | | | | |
| CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Reading MA 01867 AUTHORIZED REPRESENTATIVE | | | | | | | |) BEFORE | | |
| _ | | _ | _ | | ı | 1000 | @ 1000 204F | ACORD COPPORATION | AD at a | hte recented |
| | | | | | | 1 | S 1300-2015 | ACORD CORPORATION. | All Itig | nus reserved. |

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD





CERTIFICATE OF COMPLETION

This certifies that

jason carron

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

3.00 [L] Completion Date

Expiration Date 12/02/2026

Certificate # ON-000030383923

Official Signature

THIS DERTIFICATE IS NON-TRANSFERABLE

6564 Bridge Point Parkway. Suite 100 | Austin, TX 78730 | www.360training-com

CONTHESD :

See Jour HERB)

Expires: 12/02/7026

CERTIFIED

M On-Premise Insued-12/53/20/2023 Certificate # Dil-0000303933

Phone: 800-438-8477 www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature

1/A 01857

113 High Street Reading jason carron

READING POLICE DEPARTMENT



15 Union Street • Reading, Massachusetts 01867

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

<u>EXECUTIVE SUMMARY</u> <u>New Liquor License – PARC Restaurant Group, LLC</u> <u>d/b/a "Post 1917"</u>

December 20, 2023

Chief David J. Clark Reading Police Department 15 Union Street Reading, MA 01867

Chief Clark,

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 "Post 1917" which will be located at 136 Haven Street Unit #2.

Ownership Interests:

Jason Carron – 100% ownership

LLC Manager:

Jason Carron

Manager on Record:

Jason Carron

Liquor License History:

An individual(s) or entity identified above does not currently hold an interest in an alcoholic beverages license.

Criminal History:

In-house history check was run on the above-named party. No relevant in-house involvement was located in our system.

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

Respectfully Submitted,

Lt. Det. Richard Abate

Criminal Division Commander

| January 23, 2024 | | Tuesday | |
|---------------------------------------|--|----------|------|
| 5 till till j 25, 252 i | Overview of Meeting | McCarthy | 7:00 |
| | Public Comment | Board | 7:05 |
| | SB Liaison & Town Manager | Bourt | 7.05 |
| | | Board | 7:15 |
| | Reports Change of Officers/Directors - | Board | 7.13 |
| HEARING | Meadow Brook | | 7:30 |
| HEARING | | | 7.30 |
| | Vote to Accept the Reading - | | 9.00 |
| | Meadow Brook Trail Easement | | 8:00 |
| | | | |
| | Discuss Future Agendas | Board | 9:15 |
| | | Board | 9:30 |
| | Approve Meeting Minutes | Doard | 9.30 |
| February 6, 2024 | | Tuesday | |
| repruary 0, 2024 | Oi of Monting | McCarthy | 7:00 |
| | Overview of Meeting | Board | 7:05 |
| | Public Comment | DUATU | /:05 |
| | SB Liaison & Town Manager | Doord | 7.15 |
| | Reports Preview Warrant for November | Board | 7:15 |
| | | Board | 7:30 |
| | Town Meeting | | |
| | Discuss Future Agendas | Board | 9:15 |
| E 1 25 2024 | Approve Meeting Minutes | Board | 9:30 |
| February 27, 2024 | | Tuesday | 7.00 |
| | Overview of Meeting | McCarthy | 7:00 |
| | Public Comment | Board | 7:05 |
| | SB Liaison & Town Manager | | |
| | Reports | Board | 7:15 |
| | Vote to Close Warrant for | . | 0.00 |
| | November Town Meeting | Board | 9:00 |
| | Discuss Future Agendas | Board | 9:15 |
| | Approve Meeting Minutes | Board | 9:30 |
| | | | |
| March 5, 2024 | PRESIDENTIAL PRIMARY | | |
| | | | |
| March 12, 2024 | | Tuesday | |
| | | | |
| March 26, 2024 | | Tuesday | |
| | | | |
| April 2, 2024 | TOWN ELECTION | | |
| | | | |
| April 9, 2024 | | Tuesday | |
| | | | |
| April 22, 2024 | ANNUAL TOWN MEETING | | |
| April 25, 2023 | ANNUAL TOWN MEETING | | |
| April 29, 2023 | ANNUAL TOWN MEETING | | |
| May 2, 2024 | ANNUAL TOWN MEETING | | |
| , , , , , , , , , , , , , , , , , , , | | | |
| May 7, 2024 | | Tuesday | |
| | | | |
| May 21, 2024 | | Tuesday | |
| , , – • – · | | | |
| June 4, 2024 | | Tuesday | |
| 0 4 10 19 20 21 | | | |

| June 18, 2024 | | Tuesday | |
|---------------------------|-------------------------|----------------|--|
| | | | |
| July 16, 2024 | | Tuesday | |
| | | | |
| August 20, 2024 | | Tuesday | |
| | | | |
| September 10, 2024 | STATE PRIMARY | | |
| G + 1 45 0004 | | | |
| September 17, 2024 | | Tuesday | |
| Ostahan 9 2024 | | Tuesday | |
| October 8, 2024 | | luesuay | |
| October 29, 2024 | | Tuesday | |
| October 27, 2024 | | lucsuay | |
| November 5, 2024 | STATE ELECTION | | |
| 11070111201 0,2021 | | | |
| November 12, 2024 | SUBSEQUENT TOWN MEETING | | |
| November 14, 2024 | SUBSEQUENT TOWN MEETING | | |
| November 18, 2024 | SUBSEQUENT TOWN MEETING | | |
| | | | |
| November 19, 2024 | | Tuesday | |
| | | | |
| November 21, 2024 | SUBSEQUENT TOWN MEETING | | |
| B | | | |
| December 3, 2024 | | Tuesday | |
| Danamhan 4 2024 | | W. d. a. d. a. | |
| December 4, 2024 | | Wednesday | |
| December 10, 2024 | | Tuesday | |
| December 10, 2024 | | 1 uesuay | |
| | | | |
| | | | |

Select Board – Open Session

Tuesday, December 12, 2023 at 7:00 pm

Town Hall Select Board Meeting Room, 16 Lowell Street

Members Present: Chair Jackie McCarthy, Vice Chair Mark Dockser, Secretary Karen Gately Herrick

(remote), Chris Haley

Members Absent: Carlo Bacci

Others Present: Town Manager Fidel Maltez, Assistant Town Manager Matt Kraunelis, Facilities Director Joe Huggins, Assistant Facilities Director Kevin Cabuzzi, Library Director Amy Lannon, Chief Financial Officer Sharon Angstrom (remote), Police Chief David Clark, Human Resources Director Sean Donahue (remote – 7:16 pm), Executive Assistant Jackie LaVerde (remote), Marianne Downing (remote), Endri Kume (remote), Mark Zarrow (remote), Joe McDonagh (remote – 7:29 pm).

Chair Jackie McCarthy called the meeting to order at 7:02 pm.

Roll call attendance: Karen Gately Herrick (remote), Mark Dockser, Chris Haley, Jackie McCarthy

Not Present: Carlo Bacci

Department Budget Presentations

Library

Library Director Amy Lannon presented the Library's FY25 Level 1 requested budget. Ms. Lannon reviewed key points of the Strategic Plan, and mission, vision, core values, and overview of services of the library. The overall budget increases 3.6%, or \$2,181,150. Salaries increase 3.3% and include a step plus a 1.25% cost-of-living-adjustment (COLA). All expenses increase 4.9%, and includes a general expenses increase of 7.4%, and materials increase of 3.7%. The library programs expense line increases 163% because more money was made for library programs based on FY23 numbers. The estimated Library Value Measurable Return for FY23 was \$8,001,906, considering the value of the number of books borrowed, programs offered, and services provided.

<u>Facilities</u>

Facilities Director Joe Huggins presented the requested FY25 Facilities budget. Wages for Core Facilities increase 4.9%, which represents increases for non-union staff in steps and COLA, and negotiated licensed maintenance staff which is COLA & collective bargaining. Core Facilities expenses increase 9.6% largely due to an increase in energy expenses. The Town Facilities Budget increases 2.4% overall, which includes a 3.8% increase for the custodians. Outsourced cleaners are level-funded, as it is the final year of a contract. The total Core and Town Facilities budget increases 8.1%, or \$323,780. Mr. Huggins provided a

summary of workorders by location comparing FY22 and FY23, preventative maintenance program, and department organizational chart.

Technology

Chief Technology Officer Kevin Furilla presented the proposed Technology Department FY25 budget, a summary of the department's responsibilities, staff team members, and services provided. Salaries increase 3.48% to \$511,800, and expenses increase 3.86% to \$654,700, for an overall increase of 3.69% to \$1,166,500. Increases to expenses are driven by software licenses and subscriptions; communication services and equipment including internet, landlines; professional services and maintenance for things that cannot be done in-house, such as maintaining the fiber-optic network and printer repair; hardware including PCs, scanners, and printers; and miscellaneous parts such as toner and other consumables.

Finance

Chief Financial Officer Sharon Angstrom reviewed the Finance Department proposed budget for FY25, and provided an overview of the department organization and divisions, and each division's key responsibilities. The overall FY25 budget increase is 3.9%, which includes a 3.2% increase in Accounting, 3.5% increase in Assessing, and 4.4% increase in General Finance. Salaries increase 4.2%. All Finance staff are non-union employees and are receiving a 1.25% COLA plus a step. Expenses increase 2.1%, due to the Regional Assessor contract with Wakefield going up 5%. Reductions were made in other expense line items.

Shared Costs

Ms. Angstrom continued with the budget summary for Shared Costs, which increase 2.4%. Benefits increase 8.1%, which includes: Retirement Assessment increase 16.8%, Medicare increase 2.0%, health insurance increase 4.6%, workers comp increase 2.6%, indemnification increase 3.7%, and unemployment 60% from \$75,000 to \$120,000. Proposed capital spending is \$3,035,000, an increase of 3.5%. Debt service is at \$4,818,738, a decrease of 20.6%. Debt within the levy is at \$3,539,038. Debt excluded from the levy is at \$1,279,700. The last excluded debt payment will be made in 2025, and there will be no more excluded debt until the Town needs to borrow for the new Killam School. The Vocational Education estimate is \$1,100,992, and includes \$155,000 for the capital cost for the Northeast Regional Vocational School Building Project. Finance Committee Reserves are level-funded.

Budget Summary

Town Manager Fidel Maltez reviewed the FY25 budget summary and timeline. He stated that he will work with staff to add sound and audio improvements to the budget for meeting spaces, as requested by the Select Board. A consultant has been hired to help with water and sewer rates.

Executive Session

On a motion by Karen Gately Herrick, seconded by Mark Dockser, the Select Board voted 4-0 to enter into Executive Session including staff members Fidel Maltez, David Clark, Matt Kraunelis, Sharon Angstrom, Sean Donahue, and Jackie LaVerde to discuss strategy with respect to collective bargaining and approve contracts for the Reading Patrol Officers Association – MassCop, Local 191, AFL-CIO; followed by an Executive Session to discuss details related to the appointment of Acting Town Manager. Further the Chair declares that an open meeting could have a detrimental effect on the bargaining position of the body; and the board will NOT reconvene in open session.

Roll call vote: Karen Gately Herrick – Yes, Mark Dockser – Yes, Chris Haley – Yes, Jackie McCarthy – Yes.

Open session adjourned at 8:50 pm.